



Company Handbook

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WELCOME TO OUR TEAM!

We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

This Employee Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment to highlight any company policy implementation or amendments. Therefore, please read this carefully and HR will notify all employees when changes are made.

We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information please refer to the HR Team (0141 319 8451 – Please select option 1 for HR).

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. Furthermore, we ask for your support to help grow our business. Race Track as a company has undergone impressive changes and new developments in recent years with no plans to slow down anytime soon, and are therefore constantly recruiting. We have created new and exciting opportunities for our existing employees as well as the introduction of new stores. We are delighted that we as a company are not stagnating in our recruitment and that we are able to offer new opportunities to job seekers.

BEGINNING YOUR EMPLOYMENT

New Start Paperwork

As soon as you have been made successful at the interview stage, you will be sent a congratulatory email stating the hours you will be contracted, the store you will be contracted to, the position you have been successful for and your start date. Within this email, you will find a link to your New Start Paperwork, this is an online form that will ask the basic details that the HR Team need for your employee file, e.g., your current address, bank details, Next of Kin etc.

During this process, you will be asked to attach a copy of identification and a copy of proof of your address.

International Students

When completing your New Start Paperwork, if you have declared that you are not a citizen of the United Kingdom, you must enter a valid Share Code to ensure that we are able to prove your Right to Work status from GOV.uk.

The HR Team will be in touch if further details are needed.

If you do not provide a valid Share Code, you will not be able to attend work until one has been provided.

If you have provided a Share Code and the Right to Work check produces a result that states you are not able to work in the UK, your employment offer will be rescinded.

Statement of Main Terms of Employment

Your contract of employment will be issued either before your start date or on day one of your employment (as in conjunction with the New Work Plan issued on 6th April 2020). This will be sent directly to the email you supplied on your New Start Paperwork. We ask that you read this carefully and that in the first instance you contact HR with any issues or concerns. Once fully reviewed and signed, you will be emailed a PDF copy of your contract to the same email address.

Probationary period

You join us on an initial probationary period of 6-months unless stated otherwise. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment during this time. We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

Employee notice period

Your notice period will be specified in your individual contract of employment which will indicate how much notice both the employee and employer is required to give. During your probationary period, you are still required to fulfil your full contractual notice period.

Employee training

At the commencement of your employment, you will receive both on-the-job training, and online training for your specific job. As your employment progresses, your skills may be extended to encompass new job responsibilities within the business. It is a condition of your employment that you participate in any training deemed necessary by us for you to reach the required levels of attainment standards.

When you have signed your contract, you will receive a link to view the company's E-learning training programme. There are certain modules that will need to be completed with a manager present. Each module will specify how long you have to complete each module.

Induction

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

Job responsibilities

Amendments and modifications may be made to your job responsibilities at any time to suit the changing needs of the business and your own capability. All duties will be advised by your manager or by the Senior Management Team.

Performance and review

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses. We have implemented a developmental and learning culture, which means that the management team will continuously look for areas they can utilise every employee's strength.

Job flexibility

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

Mobility

It is a condition of your employment that you are prepared, whenever applicable, to travel to any other of our sites, within reasonable travelling distance, on a temporary basis. This mobility is essential to the smooth running of our business. You will not be asked to work outside the UK.

DURING YOUR EMPLOYMENT - ON SHIFT

Wastage

- We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of the organisation.
- You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:
 1. Handle machines, equipment and stock with care;
 2. Turn off any unnecessary lighting and heating.
 3. Keep doors closed whenever possible;
 4. Remain busy, ask for other work if your job has come to a standstill; and
 5. Start with the minimum of delay after arriving for work and after breaks.

- The following provision is an express written term of your contract of employment:
 1. Any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;
 2. Any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss; and
 3. In the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess up to a maximum of £250.00.

- In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

Standards of dress

As you are likely to come into contact with customers and members of the public, it is important that you present yourself in a professional way with regard to appearance and standards of dress.

Where uniforms are provided, these must be worn at all times whilst at work and laundered on a regular basis. Where uniforms are not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

Examples of accepted and appropriate uniform consists of:

- Trousers
 - Jeans or Leggings should be plain black and of the full-trouser length.
- Footwear
 - Should be plain black shoes or trainers - no colours
 - No open toe shoes.
 - No heels, platforms or wedges
- Name badges should be worn, and be visible to other staff and customers.
- Jewellery worn must be kept to a minimum. If you are working with food, you must not wear bracelets or rings.
- Hair should be kept neat and tidy. If you are working with food, your hair must be up and out of your face.

On the termination of your employment, you must return all items of your uniform to the company within 5 days and the uniform must be clean and fully laundered. Failure to return these items will result in the cost of the items being deducted from any monies outstanding to you. This is explained and detailed within the uniform form that you would have signed prior to receiving your uniform.

Housekeeping

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

It is an expectation of all employees to ensure that their workstations and surroundings are kept clean. This will remain an explicit amendment of all job descriptions.

Safety

You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as explained and detailed by your manager.

You must not take any action that could threaten the health or safety of yourself, other employees, customers or members of the public. As a company, we do not expect employees to openly put themselves in harm's way.

You should report all accidents, incidents, and injuries at work, no matter how minor, in the accident book.

You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

Protective clothing (PPE - Personal Protective Equipment) and other equipment may be issued to you for your protection due to the nature of your job and must be worn and used at all appropriate times. Failure to do so, could be a contravention of your health and safety responsibilities (as per PPE at Work Regulation 1992). Once issued, this protective wear/equipment is your responsibility to ensure it is kept in good standard and not damaged.

If your PPE is damaged, you must inform the HR Team as soon as possible so they can issue you with more PPE as soon as possible.

Breaks and refreshment-making facilities

We provide refreshment making facilities for your use, which must be kept clean and tidy at all times. The refreshment making facilities may only be used during authorised breaks.

Hygiene

As you are likely to come into contact with customers and members of the public, it is important that you present yourself in a professional way with regard to your hygiene, especially if you work with food.

If you come to work with an exposed cut or burn, this must be covered with a first-aid dressing.

If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without receiving a letter from your own doctor stating that you are able to work.

If you come into contact with any person suffering from an infectious or contagious disease, this must be reported before commencing work. Please note, depending on the severity, you may be asked to leave the premises.

Manual Handling

Within your usual duties in work, you may be tasked with the moving of boxes, stocking shelves etc,. It is important that you perform these duties in the correct way to avoid injury to yourself.

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury. This information can be given to HR when completing your New Starter Form.

Rights of Search

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

Keyholding/Alarm setting

If you are an allocated key holder, you must ensure that all procedures and guidelines are followed when securing the building prior to leaving.

You will be issued an alarm code by the HR Team. The keys and any security measures such as alarm codes must be kept safe at all times. You must not give the keys or alarm code to any third party unless authorisation is obtained from the IT Manager, or Director. Your alarm code must not be shared with anyone else; this code is unique to you.

Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys and alarm code will result in disciplinary action which could lead to your summary dismissal. We also reserve the right to deduct the cost of any loss, repair or replacement from any monies owing to you, as stated in the Deductions from Pay Agreement between yourself and the company that you should have signed prior to your first day of working.

Any breaches or security issues including the loss or theft of keys must be reported immediately to the Manager.

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

ALCOHOL POLICY

The Company will take appropriate action when, because of the pattern or amount of drink involved, the employee's attendance at work, work performance or conduct at work deteriorates. Even a small amount of alcohol can affect work performance and, if an employee is found under the influence of alcohol at work, there could be serious health and safety consequences. This is likely to amount to gross misconduct (see the section below on alcohol-related misconduct).

No alcohol must be brought onto or consumed on Company premises at any time. Staff must never drink alcohol if they are required to drive private or Company vehicles on Company business.

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

A breach of these provisions is a disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure. Depending on the seriousness of the offence, it may amount to gross misconduct and could result in the employee's summary dismissal.

Fitness for Work

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

Alcohol misuse can be a serious problem within the workplace. Employees who drink excessively, or inappropriately, in relation to work are more likely to endanger their colleagues, have accidents at work, be absent from work and work inefficiently.

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

DRUGS POLICY

Drug misuse or abuse can be a serious problem within the workplace. Employees who take unlawful drugs are more likely to endanger their colleagues, have accidents at work, be absent from work and work inefficiently.

This policy applies to drugs that are unlawful under the criminal law and not to prescribed medication.

Prohibition on drugs in the workplace

If an employee is found under the influence of drugs at work, there could be serious health and safety consequences (see the section below on misconduct).

No drugs must be brought onto or consumed on Company premises at any time, and for these purposes this includes performance-enhancing drugs, even if they are not unlawful under the criminal law, unless they have been medically prescribed by a doctor. Staff must never take drugs if they are required to drive private or Company vehicles on Company business. Staff must also never take drugs when they are on operational standby or on call.

Employees representing the Company at business functions or conferences, providing hospitality or attending Company organised social events outside normal working hours are absolutely prohibited from taking drugs on these occasions.

A breach of these provisions is a disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure. Depending on the seriousness of the offence, it may amount to gross misconduct and could result in the employee's summary dismissal.

Drug-related misconduct

Whilst these rules are aimed at assisting employees with drug problems, action will nevertheless be taken under the Company's disciplinary procedure if misconduct takes place at work as a result of taking drugs, or if an employee is found to be under the influence of drugs whilst at work. Incapacity or misconduct caused by drugs at work is a potential gross misconduct offence under the Company's disciplinary procedure and the employee is therefore liable to be summarily dismissed. This also applies to any employee believed to be buying or selling drugs or in possession of or consuming drugs on the Company's premises.

The Company reserves the right in any of these circumstances to arrange for the employee to be escorted from the Company's premises immediately and sent home without pay for the rest of the day or shift. The Company also reserves the right to suspend the employee on full pay while carrying out an investigation.

NO SMOKING POLICY

It is the Company's policy that all of its workplaces are smoke-free and that all employees have a right to work in a smoke-free environment and not be exposed to second-hand smoke. This is also a statutory requirement. As such, the Company's business premises are no smoking premises and smoking is prohibited in all areas of the workplace at all times with no exceptions. This includes company vehicles used by more than one person, even if they are used at different times.

Smoking for these purposes includes the use of cigarettes, cigars, pipes, electronic cigarettes (or e-cigarettes) and any other type of smoking.

The Company's policy on smoking applies not only to employees but also to visitors to the workplace, including clients, customers, contractors, suppliers and members of the public.

Appropriate 'No Smoking' signs are clearly displayed at the entrances to and within the workplace.

When working on behalf of the Company, all employees and contractors are prohibited from smoking within any client or customer premises, or within any place where 'No Smoking' signs are displayed.

If you wish to smoke, you must do this in your own time either outside your normal hours of work or during designated breaks, such as your lunch break. You are not permitted to take additional smoking breaks during the day.

For more information on the designated smoking areas, speak to your manager.

Non-compliance

Employees who are found to be smoking in the workplace in contravention of this policy will be subject to disciplinary action in accordance with the Company's disciplinary procedure. A breach of this policy will be treated as a serious disciplinary offence. Where the smoking constituted a health and safety hazard, then such behaviour will be treated as potential gross misconduct and could render the employee liable to summary dismissal.

If a client, customer, contractor or supplier does not comply with this policy, they will be warned that they are committing an offence, requested to immediately refrain from smoking and, if they refuse, they will be asked to leave (or will be ejected from) the premises.

Those who do not comply with the smoking ban are also liable to a fixed penalty fine and possible criminal prosecution and they expose the Company to similar action.

Wages and Pensions

PAYMENT ADMINISTRATION

Payment

- All staff are paid on a monthly basis which is calculated from shifts worked between the 1st of the month and the last day of the month. Wages are paid in arrears of the month prior on the second Friday of the following month. For example, July 1st 2024 to 31st July 2024 hours are payable on Friday August 09th 2024.
- You will receive a payslip the following Tuesday once your pay has been received, showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.
- Any pay queries that you may have should be raised, in writing, to the HR Team.

Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next wage but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period. If you have any queries regarding overpayments you should contact HR to discuss. Alternatively, you can contact the HR Team to pay the total amount of overpayment back immediately.

Income Tax and National Insurance

At the end of each tax year, you will be given a P60 form showing the total pay you have received from your employer during that year and the amount of deductions for Income Tax and National Insurance. Please be aware that you will only receive a P60 if you were employed between 1st March and 28th/29th February each year. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes. If you have any issues/queries regarding your tax code, you need to contact HMRC directly as this is not something that the HR Team have control over. Please visit the HMRC website online for up-to-date contact information.

Pay Reviews

Pay is reviewed annually; however, there is no guarantee of an automatic increase in your pay as a result of any review.

PENSION SCHEME

When required, we will operate a contributory pension scheme to which you will be auto-enrolled into (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the Company.

You will be automatically enrolled onto the nest pension scheme if you meet all of the following criteria:

- You earn over £192 per week (or £833 per month)
- You are aged 22 or over and
- You are under state pension age

In the first instance, you will receive a letter from HR regarding brief details about the pension scheme. You will usually receive this a couple of weeks after your 3rd month with the company, if you have met all of the criteria. Subsequently, a letter and information pack will be sent to your home address directly from NEST. If you need to contact NEST directly, the telephone number is 0300 020 0090 (subject to change, please refer to the official website). You will automatically be enrolled after three months of employment providing that you meet the criteria.

If you are under the state pension age, you can opt out of the pension scheme if you want to, and to do this you must contact NEST yourself, but if you stay in you will have your own personal pension when you retire. Your pension will belong to you, even if you leave us in the future.

SHORTAGE OF WORK CLAUSE

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

Statutory guarantee pay is £38 a day for 5 days in any 3-month period. The maximum an employee is entitled to is £190 (subject to change according to up-to-date employment law). Employees who usually earn less than £38 a day will get their usual daily rate. If employees work part time, their entitlement is worked out in proportion to their part-time hours.

To be eligible for guarantee pay, someone must be *legally*

classed as an employee. They must also:

- Have been employed continuously with the same employer for at least 1 month
- Reasonably make sure they're available to work
- Not refuse any reasonable alternative work
- Not have been laid off because of industrial action

If you get your employer's payments, you do not get statutory lay-off pay on top of this.

Under normal circumstances, HR will aim to communicate to employees in regards to short term writing or layoffs in writing, however this may not always be possible, for example if the office is closed. If this is the case where formal communication is not conducive to send, at a minimum you will receive a call from HR or your line manager.

ANNUAL HOLIDAYS

- Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
- We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.
- You must complete the holiday request form, within the Staff Portal, and have it approved by your manager before you make any firm holiday arrangements.
- Holiday requests are done through the staff portal which would have been sent to you during your induction when you completed the new starter form. If you struggle to access this, please get in contact with the HR Team who will be happy to assist you in this matter..
- Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
- You should give at least four weeks' notice of your intention to take holidays of a week or more and one week's notice is required for odd single days.
- You will not be able to take more than three working weeks consecutively unless approved by your line manager and head office. If you wish to take a holiday that is longer than 3 weeks, you must get in contact with the HR Team.
- Holidays may be refused during our busiest period in December and the first two weeks in January.
- Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.

Entitlement Calculation

All employees' holiday entitlement calculation is worked out from your average working hours over a 52-week period (if less than one years' service, it is calculated prorated for the remainder of the year).

Normally, you are unable to take holidays unless you have already accrued the hours. However, the time of year for the request is taken into consideration, for example a holiday on the 20th January for a week could be considered regardless of your inability to accrue.

If your employment is terminated, for any reason, and you have over spent on your holiday entitlement, the cost will be deducted from your final wage.

Public/Bank Holiday

Due to the nature of our work, public/bank holidays are not recognised as mandatory days off, and are treated as normal working days. You are still entitled to request to book them off, following normal company policy.

SICKNESS AND ABSENCE POLICIES

Lateness/Absenteeism

- You must attend for work punctually at the specified time(s) and you should be at work ten minutes prior to your start time, to ensure that you have enough time to put your belongings away before commencing your shift.
- You are required to comply strictly with any time recording procedures relating to your work. This involves signing in for your shift before you actually commence your shift.
- If you are suspecting you are going to be late you must telephone your manager on site or the HR team, if unable to reach the manager. This is to ensure alternative arrangements can be made, if necessary.
- If you are hourly paid and you "clock in" late you will lose pay. If you "clock in" 5 minutes late you will lose 5 minutes pay and so on.
- If you arrive for work more than one hour late without having previously notified us, other arrangements could have already been made to cover your duties; you may be sent off the premises for the remainder of the shift without pay.
- Repeated lateness or absence may result in disciplinary action and/or loss of appropriate payment.

Notification of Incapacity for Work

- You must notify the manager on shift, by telephone, on the first day of incapacity at the earliest possible opportunity. Policy states that this will be by NO EARLIER THAN SIX HOURS BEFORE THE START OF YOUR SHIFT.
- Text messages and emails are NOT an acceptable method of notification.
- Other than in exceptional circumstances notification should be made personally, to your direct Line Manager or the HR Team.
- You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. The notification procedures should be followed on each day of absence unless you are covered by a doctor's medical certificate.
- If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

Evidence of Incapacity

- Doctors' certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must

sign a self-certification absence form (SC2 form) on your return to work. Please see the GOV.uk [website](#) for more information regarding this.

- If your sickness has been, or you know that it will be, for longer than seven days (whether or not they are working days) you should see your doctor and make sure they give you a medical certificate. You must forward this to us without delay. Subsequently, you must supply us with consecutive doctors' medical certificates to cover the whole of your absence.
- Please note, that failure to produce a further will result in the SSP payments to cease. It will not be the responsibility of the HR Team to remind you of this process.
- If we consider it necessary, we may ask your permission to contact your doctor to obtain a medical report and for you to be medically examined - details of this can be found in the Capability Policy within this document.
- We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.

Payments (SSP - Statutory Sick Pay)

- You are entitled to Statutory Sick Pay (SSP) if you are absent for four or more consecutive days as a result of sickness or injury. This is based on eligibility to meet the statutory qualifying conditions. SSP is paid by your employer in the same way as your normal wages and is subject to normal deductions, i.e., National Insurance and Tax.
- There are some exceptions to SSP, please look on the Government [Website](#) to familiarise yourself with these.
- Qualifying days are the only days for which you are entitled to SSP. These days are your 'normal' working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable.
- Where a second or subsequent period of incapacity (of three days or more) occurs within 56 days (8 weeks) of a previous period of incapacity, waiting days are not served again, these are called "linked days" in which two or more absences are linked.
- Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.
- Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness could result in the company having to consult their capability procedure.

Return to Work

- You should notify your Line Manager in the first instance when you know the date you are able to return to work. If you are unable to reach your Line Manager then contact the HR Team as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified. You may be asked to notify both parties.
- If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
- Upon returning to work after any period of sickness/injury absence, you may be required to attend a “return to work” meeting to discuss the state of your health and fitness for work. You are also required to complete a Return to Work online form with your Line Manager during this meeting. Information arising from such an interview will be treated with strictest confidence.

CONFIDENTIALITY POLICY

You agree that, during your employment and after its termination, you will not use, divulge or communicate to any person, firm or organisation (except in the proper course of your duties during your employment by the Company) any of the trade secrets or other confidential, technical or commercial information of the Company relating to the business, organisation, accounts, analysis or other affairs of the Company which you may have received or obtained or which has come to your knowledge while working for the Company.

Confidential information includes but is not limited to:

1. Any information relating to the trading position, business, products, services, affairs and finances of the Company including (but not limited to) marketing information and plans, market opportunities, product lists, the Company's financial information, results and forecasts, manpower or expansion plans, the remuneration and benefits paid to the Company's employees and officers, lists of suppliers, agents, consultants, distributors, clients or customers and their needs and requirements, the terms of business with them and the fees and commissions charged to or by them, information relating to prospects and tenders contemplated, offered or undertaken by the Company and any other matters connected with the products or services manufactured, marketed, provided or obtained by the Company.
2. Technical data and know-how relating to the business of the Company or any of its suppliers, agents, consultants, distributors, clients or customers including (but not limited to) product designs and specifications, product lists, ideas, inventions, drawings and plans, research and development, manufacturing processes, techniques, formulae, trade secrets, computer systems and software, costs, margins, prices, production and business methods, business plans and forecasts and any other technical matters connected with the products or services manufactured, marketed, provided or obtained by the Company.
3. Any incident or investigation relating to the Company's operations or business, or confidential reports or research commissioned by or provided to the Company.
4. Any document or item marked as confidential or which you are told is confidential and any information which is given to the Company in confidence by suppliers, agents, consultants, distributors, clients, customers or other persons.

In particular, you will not without the prior written consent of the Company, permit any confidential information:

1. To be disclosed, divulged or communicated, whether directly or indirectly, to any third party (including to any other employee, ex-employee, or officer of the Company), except to those authorised by the Company to know or as required by law; or
2. To be copied or reproduced in any form or to be commercially exploited in any way; or
3. To be used for your own purposes or for any purposes other than those of the Company or to be used or published by any other person; or
4. To be transferred to your own personal email account, regardless of your proposed reasons for doing so; or
5. To pass outside your control

You agree that you will inform the Company immediately upon becoming aware or suspecting that a third party knows or has used any of the Company's confidential information.

This restriction will continue to apply after the termination of your employment.

All confidential information is the property of the Company and you agree to hand all documents containing confidential information and any copies which are in your possession or under your control over to the Company on the termination of your employment or, at the request of the Company, at any time during your employment. For this purpose, the term 'documents' includes computer discs, memory sticks, portable hard drives and all other materials capable of storing data and information. If required by the Company under the terms of this provision, you will also give a written undertaking that all confidential information has been duly returned to the Company or permanently deleted or destroyed.

The wrongful disclosure of confidential information or other breach of confidentiality is a disciplinary offence. Depending on the seriousness of the offence, it may amount to potential gross misconduct and could result in your summary dismissal.

Company Property and Copyright

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is the company's property and, where appropriate, our copyright. At the time of termination of your employment with the company, or at any other time upon demand, you shall return to us any such material in your possession. In some cases, depending on your job role, you may be required to sign our Restrictive Covenant Agreement form.

Inventions/Discoveries

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:

- In the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
-
- Outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and
- During the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

Statements to the Media

Any statements to reporters from newspapers, radio, television, social media platforms etc. in relation to our business will be given only by the Director, unless authorisation has been granted otherwise.

Virus protection procedure

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

- No use of Unauthorised software including public domain software, magazine cover disks/CDs/unidentified USBs or Internet/ downloads must not be used; and
- All software must be virus checked using standard testing procedures by the IT Manager before being used.

If you have any questions relating to this, please contact the HR Team who will advise you further.

Use of Computer Equipment

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

- The introduction of new software must first of all be checked by the IT Manager and authorised by the Director before general use will be permitted;
- Only authorised staff should have access to the Company's computer equipment;
- Only authorised software may be used on any of the Company's computer equipment;
- Only software that is used for business applications may be used;
- No software may be brought onto or taken from the Company's premises without prior authorisation;
- Unauthorised access to the computer facility will result in disciplinary action; and
- Unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, and if severe, such actions could lead to dismissal.

SOCIAL MEDIA POLICY

Social media is an interactive online media that allows users to communicate instantly with each other or to share data in a public forum. It includes social and business networking websites such as Facebook, Myspace, Instagram, Snapchat, Twitter and LinkedIn. Social media also covers video and image sharing websites such as YouTube and Flickr, as well as personal weblogs (“blogs”). This is a constantly changing area with new websites being launched on a regular basis and therefore this list is not exhaustive.

This policy applies in relation to any social media that employees may use.

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

This applies to all forms of social media, such as Facebook, LinkedIn, X (previously Twitter), Instagram, WhatsApp or TikTok. This list is not exhaustive.

This applies to use of social media for business purposes as well as personal use that may adversely affect the business in any way.

If your role permits the use of social media, you must ensure that you follow all previous internet policies.

Further to these, you also must:

- Not use the company’s social media accounts for personal use/personal gain.
- Not share the company’s social media passwords.
- Ensure that any communication has a purpose and a benefit for the Company.
- Conduct themselves in a way that is potentially detrimental to the Company or brings the Company or its employees, clients, customers, contractors or suppliers into disrepute, for example by posting images or video clips that are inappropriate or links to inappropriate website content.
- Make any derogatory, offensive, adverse, discriminatory, untrue, negative, critical or defamatory comments about the Company, its employees, clients, customers, contractors or suppliers, or any comments which might reasonably be considered to insult or damage the Company’s or their reputation or character (an employee may still be liable even if the Company, its employees, clients, customers, contractors or suppliers are not expressly named in the websites or blogs as long as the Company reasonably believes they are identifiable).
- Make any comments about the Company’s employees that could constitute unlawful discrimination, harassment or cyberbullying contrary to the Equality Act 2010 or post any images or video clips that are discriminatory or which may constitute unlawful harassment or cyberbullying – employees can be personally liable for their actions under the legislation.

Employees must remove any offending content immediately if they are asked to do so by the Company.

Work and business contacts made during the course of employment through social media websites and which are added to personal social networking accounts amount to confidential information belonging to the Company and accordingly the Company may ask for them to be surrendered on termination of employment.

Employees should remember that social media websites are a public forum, even if they have set their account privacy settings at a restricted access or “friends only” level, and therefore they should not assume that their entries on any website will remain private or confidential.

Employees must also be security conscious when using social media websites and should take appropriate steps to protect themselves from identity theft, for example by setting their privacy settings at a high level and restricting the amount of personal information they give out, such as date and place of birth, schools attended, family names and favourite football team. This information may form the basis of security questions and/or passwords on other websites, such as online banking.

Should employees observe inaccurate information about the Company on any web sources of information, they should report this to their line manager in the first instance.

Contravention of this Policy

Failure to comply with any of the requirements of this policy is a disciplinary offence and may result in disciplinary action being taken under the Company’s disciplinary procedure. Depending on the seriousness of the offence, it may amount to gross misconduct and could result in the employee’s summary dismissal.

The Company will process the personal data collected in connection with the operation of the social media policy in accordance with its data protection policy and any internal privacy notices in force at the relevant time. Inappropriate access or disclosure of personal data will constitute a data breach and should be reported immediately to the IT Manager in accordance with the Company’s data protection policy. Reported data breaches will be investigated and may lead to sanctions under the Company’s disciplinary procedure.

CLOSED CIRCUIT TELEVISION

CCTV is operated on all Company premises. This company uses CCTV for the purposes of preventing crime (in order to recognise and identify individuals with a view of taking appropriate action), and the safeguarding of employees and customers.

Employees should be aware that CCTV footage may be used and relied upon, where necessary, for disciplinary purposes.

Similarly, if there were allegations of criminal activity by employees or claims brought against any member of the Company leading to civil proceedings by customers or employees the Company may use and/or submit the relevant footage to the relevant authorities.

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

DATA PROTECTION POLICY

The General Data Protection Regulation (GDPR 2018) and the current Data Protection Act 2018 regulate the company's use of your personal data. It is the responsibility of the company to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.

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

You have several rights in relation to your data. Your data must be:

- Processed lawfully, fairly and in a transparent manner in relation to individuals
- Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes
- Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- Accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay
- Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals
- Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

More information about these rights is available on the Government [website](#). We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.

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

You are required to comply with all Company policies and procedures in relation to processing data. Failure to do so may result in termination of your engagement with us.

COMPUTER, EMAIL, AND INTERNET **POLICY**

The purpose of the Computer, Internet, and Email policy is to provide a framework to ensure that there is continuity of procedures in the usage of Internet and Email within the Company. The Internet and Email system have been implemented as an important communications facility within the Company. This has enabled the company to be in contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the GDPR regulation throughout.

Internet

Where appropriate, authorised staff are encouraged to make use of the Internet as part of their official and professional activities.

Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Company name.

Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence.

The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive.

The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

Procedures - Acceptable and Unacceptable use

- Unauthorised or inappropriate use of the internet system may result in disciplinary action which could ultimately result in summary dismissal.
- The internet system is available for legitimate business use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:
 1. Comply with all of our internet standards;
 2. Access during working hours should be for business use only;

3. Private use of the internet should be used outside of your normal working hours.
- The Company will not tolerate the use of the Internet system for unofficial or inappropriate purposes, including:
 1. Accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;
 2. Non-compliance of our social networking policy;
 3. Connecting, posting or downloading any information unrelated to their employment and in particular pornographic or other offensive material;
 4. Engaging in computer hacking and other related activities, or attempting to disable or compromise security of information contained on the Company's computers.

You are reminded that such activities (3 and 4) may constitute a criminal offence.

Email

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

Procedures

Unauthorised or inappropriate use of the Email system, or your work email, may result in disciplinary action which could include summary dismissal.

The Email system is available for communication and matters directly concerned with the legitimate business of the Company. Employees using the Email system should give particular attention to the following points:

- All comply with Company communication standards;
- Email messages and copies should only be sent to those for whom they are particularly relevant;
- Email should not be used as a substitute for face-to-face communication or telephone contact. Flame mails (i.e. Emails that are abusive) must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
- If Email is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Company will be liable for infringing copyright or any

- defamatory information that is circulated either within the Company or to external users of the system; and
- Offers or contracts transmitted by Email are as legally binding on the Company as those sent on paper.

The Company will not tolerate the use of the Email system, or work email, for unofficial or inappropriate purposes, including:

- Any messages that could constitute bullying, harassment or other detriment;
- Personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
- Online gambling;
- Accessing or transmitting pornography;
- Transmitting copyright information and/or any software available to the user; or
- Posting confidential information about other employees, the Company or its customers or suppliers.

Monitoring

We reserve the right to monitor all email/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements.

This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account.

Information acquired through such monitoring may be used as evidence in disciplinary proceedings. Monitoring your usage will mean processing your personal data.

You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice, within the Data Protection Policy.

Till Procedures/Policies

1. You are forbidden to grant credit or take IOUs.
2. Under no circumstances should any cash be removed from the till other than as change for purchases or to transfer cash from the till as instructed by the Manager.
3. All discrepancies such as overages must be recorded and initialled.
4. Personal purchases during normal working hours are not permitted. Any personal purchases should be done either on your break or before/after your shift. You must queue like a regular customer. Under no circumstances should you process your own purchase you must be served by another staff member. A picture of your receipt must be posted onto the work group WhatsApp as per company policy. You must not serve any members or your family.
5. It is strictly forbidden to amend the pricing of any items without permission from management of the store.
6. All notes should be checked for forgeries. Where a forgery is identified please notify the Manager.
7. It is not permissible for members of staff to change money for customers or members of the public. Nor will it be tolerated to open the till for unjust reasons.

Paypoint

PROCEDURES ON PAYPOINT TRANSACTIONS

1. Take money for the transaction
2. Then make up on till pressing RACETRACK then PAYPOINT then set the amount
3. Now do the transaction on the PAYPOINT machine.

If a customer comes in with an IMOVO credit:

4. Type in the voucher number if the credit comes up to pay then continue. (If it doesn't then it means the customer has already cashed it in.)
5. To do the credit for the till. Go to PAYOUT ON TILL and select PAYPOINT PAYOUT then set the amount. It will come through as a cash refund to the customer.
6. DO NOT PUT IT THROUGH AS SUPPLIER PAYOUT!!!

If a customer has an electricity voucher say £67. This means that they have to get electricity of that amount and cash is not given back.

7. Firstly, scan the barcode and action the credit. This should produce a credit receipt.
8. Secondly, take the customer's card or key and put the same amount on it.
9. Till procedure – make £67 on PAYPOINT as you did on point 2. Then do PAYOUT of £67 on PAYPOINT PAYOUT – POINT 5.
10. This would be done as one transaction. This would mean that in point 9 it would cancel each other out so when you cash it off it is ZERO.

Any questions please ask your LINE MANAGER.

Procedures on Lottery Transactions

1. Any lottery transactions whether it's a lottery ticket or a scratchcard it scans at the till.
2. If the customer has won on either lottery or scratchcard to mark the win on the till you go to PAYOUT on till. Select LOTTERY PAYOUT and then set the amount. It will come through as a cash refund to the customer.

Any questions please ask your LINE MANAGER.

Cash Shortages

Any cash shortages at the end of the shift will be the responsibility of the shift on duty and must be made good by that shift. Any such shortages will be deducted from wages. This is an express written term of your contract of employment, and can be found in the signed policies which were signed at the prior to commencing employment. An investigation will be carried out to establish the cause of any discrepancies, prior to assigning them to the staff member.

This will be closely monitored by your Line Manager and Head Office. Letters of Concern will be sent from HR to employees with discrepancies of more than £20 across the entire month. Whereby this letter is not intended to be a formal warning in the first instance, this may lead to disciplinary action if the discrepancies do not improve.

General Terms and Procedures

Changes in Personal Details

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

Other Employment

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

Time off

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

Maternity/Paternity/Adoption Leave and Pay

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

Parental/Shared Parental Leave

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. Employees are entitled to Statutory Maternity Pay if you have worked for the Company continuously for at least 26 weeks. If you (or your partner) become pregnant or are notified of a match date for adoption purposes you should notify the Manager or the Recruitment/HR Officer at an early stage so that your entitlements and obligations can be explained to you. Employees must tell their employer about

the pregnancy at least 15 weeks before the beginning of the week the baby is due.

Employees are required to give evidence to the Company of the expected week of confinement, such evidence would normally be in the form MAT B1 and should be provided as soon as possible to the Manager. Employees must inform the Company in writing at least 28 days before the beginning of their expected absence from work due to pregnancy.

Statutory Maternity Pay is payable for a maximum of 39 weeks, and can start from the 11th week before the baby is due, no earlier – but may be later. Employees should inform the Company in writing of when they wish to receive any Statutory Maternity Pay to which they are entitled. Statutory Maternity Pay will be paid in intervals.

Employees will be entitled to Statutory Paternity Pay at the rate according to the rules set out in current legislation. Statutory Paternity Pay is payable for up to 2 weeks (either consecutively or separately), within 52 weeks of birth or adoption. Employees must inform the HR Officer 15 weeks before the baby is due by completing SC3 Form, so that we can discuss your entitlements and obligations and can be explained to you.

Time off for Dependants

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

Bereavement Leave

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your manager or the HR team and agree on an appropriate time off.

Employee's Property and Lost Property

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

Parking

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

Mail

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

Friends and Relatives Contact/Telephone calls/ Mobile phones

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing personal calls can only be made with the prior permission of the Manager. Personal mobile phones should only be used for business purposes during working hours. A mobile phone will be provided to the site for work purposes, and it is the employees' duty of care to keep it safe and are not authorised to remove it from the premises. Damage to any company phones would fall under our wastage policy.

Buying of Selling of Goods

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

Collections from Employees

Unless specific authorisation is given by the Manager, or the Director, no collections of any kind are allowed on our premises.

Behaviour at Work

You should behave in a civil manner towards fellow employees, and no rudeness will be permitted towards employees, customers, or members of the

public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.

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

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

Customer Relations and Till

Etiquette

The Company's success is built upon its relationship with its customers. You should therefore be courteous and pleasant to customers at all times. Rudeness or off-hand treatment of customers will not be tolerated, however badly the customer may have behaved. If the relationship between yourself and a customer is deteriorating you should immediately seek the help of your manager.

All customers must be treated with respect. We should treat customers in the manner we would expect to be treated. Good customer service is essential in every business. We do not want to lose customers to other businesses due to them having received poor customer service. Customer retention is pivotal to the success of the business.

When a customer approaches the counter, they should be acknowledged with either a smile, good morning, or hello etc within a few seconds of them entering the premises. A customer should NEVER be ignored. Any customer who is within 2 metres of you should be acknowledged, even if they are not coming to your till.

If you are not able to serve the customer immediately then indicate that you will be with them as soon as you can.

Staff should not be chatting amongst themselves when a customer is waiting to be served or is seeking your assistance or attention.

If a customer enquiry about a product, the member of staff should take them and show them where the item is. They should make sure the customer is fully satisfied by asking "Is there anything else I can help you with?"

If an item appears to be out of stock, you should always check through the back area before telling the customer that you do not have it.

The customer should be given your full attention at all times during the transaction.

No food or drink should be consumed at the counter area when you are on duty. This includes chewing gum or drinking from a bottle of water. This presents an unprofessional image to customers. Please note that headphones and earpieces are not permitted at all throughout your shift regardless of where you are or what task you are completing.

Visitors to the Shop

When someone asks for the Manager, the following steps should be taken: -

- Take the person's name and reason for the visit.
- The relevant section of the Site Register should be completed for all official visitors, ensuring that they sign in.
- Politely ask the visitor to wait in the shop for a few moments whilst you check that the Manager has agreed to see them.
- If the phone should ring continuously whilst the Manager is busy with a visit then please answer it, if you are free to do so.
- If a Police Officer is a visitor to the shop, you must complete an online form with all the relevant information, such as badge ID, reason for visit and if CCTV was taken or requested etc. This form will be found on the staff portal.

Sale of Tobacco Products and Solvents Procedure

When selling tobacco products and/or solvents the following steps must be taken: -

- The customer must look 25 years or older.
- If not, the customer should be asked to produce a suitable ID to prove that they are at least 18 years old.
 - The responsibility for making the above judgement lies with you.
 - If they do not have suitable identification, details should be recorded in the refusal book
- Suitable ID is a photographic driving licence or passport

Receipt of Deliveries

All deliveries supplied to the Company should be thoroughly checked (quantity and quality) and then "signed for" as received in good condition by the designated member of staff.

If you know that this uses an Electronic Delivery Note (EDN) these steps must be taken on NitroPOS:

- Log into the Store Zone (for the store you are in) on NitroPOS
- Select the supplier from the list of suppliers for the store
- Select the delivery that is expected from the supplier
- Look over the delivery, product by product, and amend or adjust where necessary.
- When you are satisfied with the delivery, you must enter your name at the bottom to show that you have checked the delivery.
- If you have made amendments to the delivery, you will be asked to confirm the adjustments before proceeding.

Once this has been confirmed, all items on the EDN will be automatically added into the store's stock.

If you know that this uses an Paper Delivery Note these steps must be taken on NitroPOS:

- Log into the Store Zone (for the store you are in) on NitroPOS
- Select Manual Delivery Note
- Select the supplier from the list of suppliers for the store
- Add all items and quantities manually.
- Look over the delivery, product by product, and amend or adjust where necessary.
- When you are satisfied with the delivery, you must enter your name at the bottom to show that you have checked the delivery.

Once this has been confirmed, all items will be automatically added into the store's stock.

Unannounced Stock Checks

It is Company policy that unannounced stock checks may be carried out as the Company sees fit.

Company Equipment

You may not borrow equipment and/or property belonging to the Company unless prior permission has been obtained. The borrowing of such equipment and/or property without prior permission could be deemed as unauthorised removal, and as such an investigation could be invoked, the outcome of which could be disciplinary action.

If you have received permission to remove any company equipment, you must sign a form prior to the removal. This form will be sent to you by the HR Team.

Staff Vigilance

Staff should be vigilant at all times both within the shop and outside on the forecourt. The following should be given particular attention: -

- During every shift staff should take a few minutes from time to time to ensure that all areas are kept clear of litter.
- During every shift, employees that are operating a till, should be checking the CCTV screens above the tills.
- Be mindful that no one is to smoke within the garage perimeter. Anyone doing so should be asked to extinguish the cigarette/cigar immediately or asked to move off the garage perimeter. Check that they do so.
- Be aware of anyone loitering and use your discretion to deal with the situation, i.e., make them aware that you have noticed them. This can often be enough to encourage someone to move.
- At no time should staff put themselves at risk.
- If at any time if you feel threatened or intimidated by a customer, call for another member of staff, the Manager or the Police.

Driving Licence

If driving is a necessary part of your role it is imperative that you maintain a valid driving licence suitable for the vehicle you operate at all times during your employment. You are required upon request to produce your driving licence to the HR Team. Should your licence be removed or become invalid for any reason, you must report any changes to the HR team and your employment may be terminated.

Fines

Any fines imposed by relevant authorities including (but not limited to) speeding and parking will be payable by the employee. The Company takes no responsibility for the payment of fines incurred by the employee during their employment. In the event that the Company receives the summons on the employee's behalf or owing to a fine incurred by the employee, we may pay the fine and deduct the cost from the employee's salary. This is an express written term of your contract of employment.

Third Party Involvement

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

Recording of Formal Meetings

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request.

Authorisation of Fuel Procedure

The following steps must be taken: -

- Before authorising fuel, check that the customer appears to be 17 years old or over.
- Vehicle engines should not be running whilst fuel is being filled.
- Mobile phones must not be used near the fuel pumps.
- Check that there is a vehicle at the pump and that the fuel is going into that actual vehicle.
- If no vehicle is present, check that the fuel is being put into a container which meets British Standard Regulations, if you are unsure of this then seek advice from the Manager.
- If your view is blocked, then go outside to confirm all of the above.
- If you have any suspicions about any transaction, note down the make and model of the car and the vehicle registration number.
- If you authorise fuel on the monitor then you must be entirely satisfied that you have carried out all of the above. If you are not entirely satisfied then do not authorise, as you will be held responsible.
- At the counter, every customer should be asked "Do you have any fuel"? If so, the pump number and the amount should be confirmed before bringing the sale over to the till.
- If a customer enters the shop, but leaves without paying for fuel then it is difficult to recover the money. Staff will be held responsible for such losses in these instances, if it is found that the staff member did not ask the customer if they had fuel. This can be documented within our Deductions from Pay Agreement.

Drive off Procedure/Policy

If a person drives off without paying the following steps must be taken: -

- Record as many details as possible.
- If you are able to obtain the vehicle registration number then phone the police immediately at your local police station.
 - If you are unable to obtain the vehicle registration number then inform the IT Team as soon as possible, by filling out a 'Drive Off Form' on NitroPOS. The CCTV will be used to obtain the details which will then be updated on the Drive Off System.
- Regardless of whether you are able to obtain the Vehicle Registration information or not, you must submit a Drive Off Form on NitroPOS.
- Register the cost of the drive off through the till under Drive Off Transaction as soon as possible.
 - Should the customer come back to pay, then you must use the Drive Off Transactions to find the transaction and charge the customer.
- If the customer returns to pay the cost of the fuel, the police need to be notified that the cost of the fuel has been paid.
- The Drive-Off System can then be updated, i.e., date of payment and that confirmation the police have been notified that the customer has paid.

Please note: a suspension of a transaction should only be used in relation to fuel for the utilisation of a fuel card. If a suspension is done, you must gain authorisation from your manager.

The manager must deal with all suspended transactions on the same day.

Unpaid Fuel Policy (No Means of Payment)

If a customer for whatever reason cannot pay for the fuel they have put in their vehicle, the following steps must be taken: -

- Take the customer's details, i.e., name, address, phone number, car make and model, and car vehicle registration.
- Police should be informed before the customer leaves the premises (unless you are willing to take responsibility for the person coming back to pay).
- Follow instructions that the police give you and record the Incident Number on the NMOP system within NitroPOS.
- Thereafter follow the procedures under Drive Off Procedure

Procedures on Unpaid Fuel Transactions

If you have a FUEL transaction on PRISM which hasn't been paid, this is what should you do:

1. Check firstly if payment has been taken by checking on tills. Click on ORDERS and then COMPLETED TRANSACTIONS. This will allow you to look at every transaction that has been done on that till.
2. If it is not there then you need to take the transaction off as a DRIVE OFF. Print 2 receipts with the time that nozzle was placed down.
3. Post this on the group chat and inform your LINE MANAGER so that they can put it on the drive off portal where it can be investigated.
4. DO NOT TAKE IT OFF AS A SUSPENDED TRANSACTION. SUSPENDED TRANSACTIONS HAVE TO BE AUTHORISED BY YOUR LINE MANAGER.
5. **SUSPENDED TRANSACTIONS WILL ONLY OCCUR IF IT'S A FUEL CARD AND YOU KNOW THE CUSTOMER IS COMING BACK. THE MANAGER ON SITE MUST ENSURE THAT THIS IS SETTLED ON THE SAME DAY.**

ANY QUESTIONS PLEASE ASK YOUR LINE MANAGER.

MOBILE PHONE POLICY AND PROCEDURES

Introduction

The Company has a strict Mobile Phone Policy in which all employees must adhere to at all times. This company policy outlines what our expectations are when it comes to the use of mobile phones whilst at work. In some way or another, depending on your position in the company, there may be times whereby the use of a mobile phone will be required.

This policy applies to all of our employees. Please note that this policy does not incorporate our social media/ networking procedure (see this Employee Handbook for this policy).

Due to the nature of our Business, there may be times whereby the Senior Managers/line manager are not on site/working that day. Therefore, you will be required to send evidence of completed work to your group WhatsApp chat. This is to ensure that your line manager and fellow colleagues know what work has been completed. This prevents duplicate working being complete and vital tasks being missed. When you are not in work or working that day, we ask that employees mute all work chats. A day off is a day off. Any messages you may have missed during your time off should be read at the start of your shift as to prepare you for that day.

Policy Elements

The following rules always apply;

- All personal calls must be taken either before or after your shift. If you decided to take calls during your lunch break then this must be done within your allocated break allowance and be out of view of customers.
- You must only use the work phone to document your tasks, unless you have received explicit instruction from either your Line Manager or Senior Managers.
- All personal mobile phones must not be kept on your person while on shift..
- Mobile Phones must not be used whilst near any fuel pumps.
- Do not remove the work phone from their premises. If removed without prior authorisation this will be treated as theft and dealt with accordingly.

Disciplinary Consequences

When an employee disregards this Mobile Phone Policy, the appropriate disciplinary action will be taken. In the first instance you will be (depending on what element of the policy you have disregarded) given a verbal reminder of the Mobile Phone Policy and a recorded conversation will be had. This will be kept on file and could be used as further evidence if employees continue to repeat this failure to comply. Should there be any recorded repeat of this conduct may be subject to formal disciplinary action.

Termination of Employment

On the termination of your employment, you are required to return any company property you are in possession of. This should be returned within five days of your termination.

Anti-Bribery Policy

Introduction

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

Policy

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

Suspicion

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

Reporting

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

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

Gifts and Hospitality

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

No gift should be given nor hospitality offered by an employee or anyone working on our behalf to any party in connection with our business without receiving prior written approval from the Director.

Similarly, no gift or offer of hospitality should be accepted by an employee or anyone working on our behalf without receiving prior written approval from the Director.

Record Keeping

A record will be made by the HR team of every instance in which gifts or hospitality are given or received.

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

Whistleblowers

Introduction

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

Qualifying Disclosures

Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the Company has committed a “relevant failure” by:

- Committing a criminal offence;
- Failing to comply with a legal obligation;
- A miscarriage of justice;
- Endangering the health and safety of an individual;
- Environmental damage; or
- Concealing any information relating to the above.

These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Company will take any concerns that you may raise relating to the above matters very seriously.

The Employment Rights Act 1996 provides protection for workers who ‘blow the whistle’ where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be “in the public interest”. We encourage you to use the procedure to raise any such concerns.

The Procedure

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

Treatment by Others

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

Capability Procedures

Introduction

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

Job Changes/General Capability

If the nature of your job changes or if we have general concerns about your ability to perform your job, we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible. You will receive a letter in writing that will state the timeframe in which you have to improve by.

If there is still no improvement after a reasonable time and we cannot transfer you to a more suitable workplace, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that will state that you will be dismissed unless the required standard of performance is achieved and maintained.

Failure to improve performance in response to the procedure so far will normally lead to dismissal with appropriate notice. The employee will be informed, in writing, of the reasons for dismissal, the appropriate period of notice, the date on which his or her employment will terminate and instructions on how the employee can appeal against the dismissal decision.

The above policy does not refer to employees who are still within their probationary period. We hold the right to not follow capability or normal disciplinary procedure when an employee is still in their probationary period.

Capability Appeal Procedure

You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you. If you wish to exercise this right you should apply in writing, within 5 days of the decision, to the HR Team as indicated in your individual Statement of Main Terms of Employment. Appeals should be made in writing and state the grounds for appeal. The employee will be invited to attend an appeal meeting chaired by a senior manager or the HR Team. If you wish to exercise this right you should apply in writing, within 5 days, to the HR Team as indicated in your individual Statement of Main Terms of Employment.

An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.

The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.

If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.

You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice. If you decide to be accompanied by a fellow employee, you must inform the HR team at the earliest stage so that arrangements can be made. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.

Personal Circumstances/Health Issues

Personal circumstances may arise which do not prevent you from attending work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice.

Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

Short Service Staff

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

Disciplinary Procedures

Introduction

It is necessary to have a minimum number of rules in the interests of the whole organisation.

The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.

Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.

The following rules and procedures should ensure that:

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

Disciplinary Rules

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

Rules Covering Unsatisfactory Conduct and Misconduct

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

- a) Failure to abide by the general health and safety rules and procedures;
- b) Smoking in designated non-smoking areas;
- c) Consumption of alcohol/drugs on the premises;
- d) Consistent absenteeism and/or lateness;
- e) Unsatisfactory standards or output of work;
- f) Rudeness towards customers, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- g) Failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- h) Unauthorised use of Email and Internet;
- i) Failure to carry out all reasonable instructions, or follow our rules and procedures;
- j) Unauthorised use, negligent damage, or loss of our property;
- k) Failure to immediately report any damage to property or premises caused by you;
- l) Use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
- m) Failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
- n) If your work involves driving, failure to immediately report any type of driving conviction, or any summons which may lead to your conviction;
- o) Carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain; and
- p) Loss of driving licence where driving on public roads forms an essential part of the duties of the post.

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

Serious Misconduct

Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.

You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

Rules Covering Gross Misconduct

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

Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- a) Any breach of the criminal law, theft or fraud;
- b) Physical violence, harassment, or bullying;
 - This includes wilfully or negligently causing harm to another employee, customer, or visitor.
- c) Deliberate or negligent damage to the company's property, or to property belonging to another employee, customer or visitor;
- d) Deliberate acts of discrimination or harassment. Discriminating against, harassing, bullying or victimising another employee, customer or visitor because of age, disability, gender reassignment, marriage and civil partnership, pregnancy, and maternity, race (including colour, nationality);
- e) Possession, or being under the influence, of drugs at work and /or testing positive for drug use in a random sample drug test in line with our policy;
 - For this purpose, the term 'drugs' is used to describe **both** illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.
- f) A serious breach of health and safety rules, or food safety rules including acts or omissions which endanger the safety of another employee, customer or visitor.
- g) Misuse of company benefits, such as improper use of the staff discount.
- h) Discounting company products, food or beverages for friends/family (unless this has been approved and is in line with company procedure).
- i) Posting derogatory, offensive, discriminatory or defamatory comments online (on social media websites) about the company, its employees, clients or customers or otherwise conducting themselves in a way that is detrimental to the company or brings the company into serious disrepute.

- j) Logging onto sexually explicit websites, downloading or circulating pornographic or other offensive, illegal or obscene material or using the internet or email for gambling, illegal activities or the sending of offensive emails to work colleagues (in the latter case, including from the employee's home computer in their own time)
- k) A serious breach of security or Confidentiality rules, including unauthorised access of computer and personnel records and communicating or leaking trade secrets or confidential information about the company or its employees, customers to third parties.
- l) Unauthorised absence, including failure to return from a period of annual leave or other approved leave of absence.

These are examples only, and do not form an exhaustive list.

Disciplinary Procedure

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

Disciplinary Authority

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

Period of Warnings

1. A formal verbal warning, resulting in a Letter of Concern, will normally be disregarded for disciplinary purposes after a six-month period.
2. A 1st written warning will normally be disregarded for disciplinary purposes after a nine-month period.

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

General Notes

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

Grievance Procedure

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

Personal Harassment Policy and Procedure

1. Harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
2. Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
3. The company recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

Policy

1. The company deplores all forms of personal harassment and seeks to ensure that the working environment is sympathetic to all our employees.
2. We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
3. We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

Examples of Personal Harassment

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:

1. Insensitive jokes and pranks;
2. Lewd or abusive comments about appearance;
3. Deliberate exclusion from conversations;
4. Displaying abusive or offensive writing or material;
5. Unwelcome touching; and
6. Abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

Complaining about Personal Harassment

1. Informal complaint

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

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

2. Formal complaint

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

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

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

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

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

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

General Notes

1. If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
2. If you bring a complaint of harassment you will not be victimised for having brought forward the complaint. However, if it is concluded that the complaint is both untrue and has been brought forward with malicious intent, disciplinary action will be taken against you.

Equal Opportunities Policy

Statement of Policy

We recognise that discrimination is unacceptable and although equality of opportunity has been a long-standing feature of our employment practices and procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.

The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.

We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.

The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.

We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

Recruitment and Selection

The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.

Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.

1. We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
2. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
3. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.

4. All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
5. Short listing and interviewing will be carried out by more than one person where possible.
6. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
7. We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.
8. Selection decisions will not be influenced by any perceived prejudices of other staff.

Training and Promotion

Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

All promotions will be in line with this policy.

Monitoring

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

Handing in Your Resignation

All resignations must be supplied in writing, stating the reason for resigning from your position, and if you will complete your notice period (if applicable). All resignations must be sent to the HR Team. You will receive a resignation acceptance from the HR Team that will explain further information.

Terminating Employment Without Giving Notice

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

Return of Company Property

On the termination of your employment, you must return all company property which is in your possession or for which you have responsibility. Failure to return such items within 5 days will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment, and uniform agreement. Please see the relevant policy for more information.

Garden Leave

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

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

Company Car Policies

Driving Licence and Authority to Drive Company Vehicles

1. You must be in possession of a current driving licence and have the Senior Manager's authority to drive one of the company vehicles. This also needs to be followed up by confirmation from the HR department.
2. Your driving licence must be produced for scrutiny by the Senior Management Team prior to driving any of the company vehicles and at any other time as requested. Alternatively, we may require you to provide the company with the ability to access your driving licence details online.
3. If at any time your licence is endorsed, or you are disqualified from driving, the company must be informed immediately.
4. It is your responsibility to ensure that the vehicle is not used by anyone other than authorised employees.

Fixtures, Fittings and Modifications

1. No fixtures such as aerials, roof racks, towing apparatus, stickers, may be attached to any of our vehicles without prior written permission.
2. No change or alterations may be made to the manufacturer's mechanical or structural specification of the vehicle.

Warranty

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

Cleaning and Maintenance

1. When you drive one of our vehicles it is your responsibility to ensure that it is kept clean and tidy and that it is returned to us in that condition after use.
2. Any maintenance or repair work, or replacement of parts, including tyres, must be reported to the company so that they can organise for it to be carried out
3. Any maintenance or repair work, or replacement of parts, including tyres must be approved in advance by the company, and reimbursement will only be made against production of an authorisation. Full details of the work required and the cost involved must be given.
4. Failure to adequately clean the vehicle may mean you are subject to the cost of the valet being deducted from your pay.

Fuel for Company Vehicles

1. Before you use one of our vehicles, and on its return, you are responsible for ensuring that the oil and water levels, battery and brake fluid and tyre pressures are maintained and that the tread of all tyres conforms to the minimum legal requirements.
2. Normally fuel will be supplied for use prior to you using a Company vehicle or you may be supplied with cash for the purpose of filling a vehicle with fuel if you are to use it for an extended period. If this is the case you should retain receipts and return any money left over from fuel purchases.

Fines

The company will not be held responsible for any fines (e.g. parking, speeding etc.) incurred by you whilst working for the company. If we receive the summons on your behalf, the company may pay the fine and deduct the cost from any monies owing to you. This is an express written term of your contract of employment.

Damage or Injury

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

Loss

In the case of theft of one of our vehicles, the police and the company must be informed immediately. Full details of the contents of the vehicle must also be given. If any contents are stolen from the vehicle the police and ourselves should be notified immediately.

Please note that only our property is insured by us and you should make your own arrangements to cover personal effects.

The vehicle should be kept locked when not in use and the contents should be stored out of sight, preferably in the boot or rear. If a vehicle is stolen we are required to prove to the Insurance Company that there has been no negligence and, therefore, we must hold you responsible in the event of such negligence.

Vehicle Accident Procedure

It is a condition of the insurance policy that the insurers are notified of all accidents, even if there is apparently no consequence. You must, therefore, as soon as possible after the accident, obtain an accident report form from us which must be completed and returned to us within twenty-four hours. All the information required on the form must be completed. You should note, that whenever possible the following particulars should appear in the form:

- The name and address of the other driver and the name and address of his/her insurers;
- The names and addresses of all passengers in both our vehicle and the third party's vehicle;
- Names and addresses of all witnesses. It will be of considerable assistance if statements can be obtained from all witnesses at the Time of the accident; and
- Particulars of the police attending i.e. name, number and division.

A detailed sketch must be provided showing the relative position of the vehicle before and after the accident, together with details of the roads in the vicinity, e.g. whether they are major or minor roads and as many relevant measurements as possible.

If our vehicle is undriveable you are responsible for making adequate arrangements for the vehicle to be towed to a garage, and the name and address of the garage where the vehicle may be inspected must be stated on the claim form.

We will organise for repairs to be carried out.

1. Under no circumstances may repairs be put in hand until the Insurance Company has given its agreement. We will notify you when this has been done.
2. You should not under any circumstances express any opinion one way or the other on the degree of responsibility for the accident. Only exchange particulars mentioned in 1) above and nothing more.

Road Fund Licence

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

Permitted Use

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

Personal Liability for Damage to Vehicles

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

Repeated instances may result in disciplinary action/and or the use of Company vehicles being withdrawn. The use of company vehicles is a privilege and not a right.