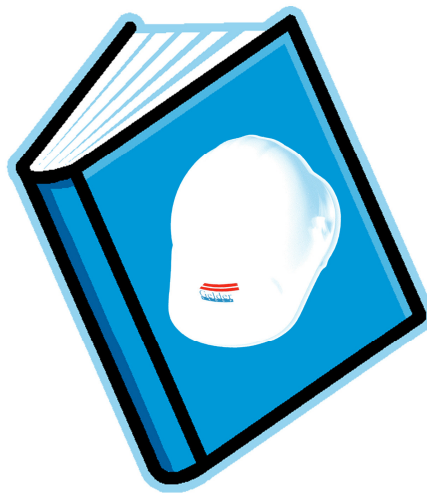




EDITION 2 DATED 15th August 2011



Gelder Group
STAFF EMPLOYMENT HANDBOOK
Terms and Conditions of Employment for all employees in the Group

Andrew & Co LLP
Lincoln
(CPH.BM.G05779)
[Original 23.5.08]

STAFF EMPLOYMENT HANDBOOK

CONTRACT OF EMPLOYMENT

You will be issued with a numbered (White Copy) Gelder Group standard contract of employment which must be read in conjunction with this Staff Employment Handbook and the Gelder Group Welcome Manual.

Your contract of employment will detail the following conditions:-

Date of Contract
The part of the Gelder Group which you are employed
Your full name
Commencement date of your employment
Duties/Job Title/Job Description
Place of Work/Base/Office
Salary or Wages
Holiday Entitlement
Notice of Termination of Employment

In signing your contract of employment you give all necessary consent as required by the policies and procedures contained in the Staff Employment Handbook / Welcome Manual / Company Induction Documentation and any amendments and/or changes/variations from time to time.

The latest Staff Handbook is available on the Company Website or Intranet



SALARY/WAGES

1. Your salary/wages will be paid monthly/weekly in arrears by cheque or credit transfer.
2. Your salary/wages will be reviewed annually but there is no automatic right to an increase in salary on review.
3. You will be notified in writing of any change to your salary/wages.

DEDUCTIONS

We have the right to deduct from your pay, any sums which you may owe us including, without limitation, any overpayment or loans made to you or losses suffered by us as a result of your negligence or breach of rules. The company reserves the right to deduct from your pay the cost of training fees as set out in our Training Fee Agreement. All deductions must be agreed and authorised by the Group Training Manager or a Director.



NORMAL HOURS OF WORK

The company business hours are as follows: 7.00am – 6.00pm You will be notified of your hours of work in your contract of employment.

TIMESHEETS

All hourly/daily paid employees are required to complete a weekly timesheet and ensure it is with their Departmental Line Manager first thing on a Monday morning (Tuesdays for Bank Holidays)

Timesheets need to be completed for holiday periods and handed to Departmental Line Managers the week before your holiday commences.



OVERALL HOLIDAY ENTITLEMENT

1. The company's holiday year runs from 1 January to 31 December ("the Holiday Year").
2. In each Holiday Year your overall holiday entitlement will be as notified to you in your contract of employment.
3. The arrangements for holidays are as follows:

- ⊗ Unless the company requires you to work on a bank or public holiday, you will be expected to take the following days as holiday:

New Year's Day
Good Friday
Easter Monday
May Bank Holidays (2)
August Bank Holiday
Christmas Day
Boxing Day

If the company requires you to work on any of the above mentioned bank/public holidays we will give you as much notice as is possible and you will be entitled to time in lieu at a time or times to be agreed with the company.

- ⊗ You will be required to reserve from your overall holiday entitlement sufficient days to cover the company's closedown between Christmas and New Year. The company will give notice of the dates of the closedown and the number of days you are required to reserve by 30 June in each year.
 - ⊗ The balance of your overall holiday entitlement may be taken at times agreed between you and the company. You are required to give 4 weeks' notice of proposed holiday dates. The company will, wherever possible, grant your request but there may be occasions when this is not possible for business reasons. For operational reasons, no more than 10 working days holiday may be taken at any one time.
4. You may not carry forward any holiday to a subsequent Holiday Year unless otherwise agreed with a Director of the company. The company will have regard to the needs of the business and if granted the company will agree the time at which the carried forward holiday is to be taken, again having regard to the needs of the business.
 5. If you start or leave the company's employment during the Holiday Year your holiday entitlement will be calculated on a proportionate basis based on each complete month of service is that holiday year. Holiday entitlement over and above the minimum statutory entitlement as set out in the Working Time Regulations from time to time will not accrue during any period of absence due to sickness or injury.
 6. Upon termination of your employment you will be entitled to pay in lieu of any unused holiday entitlement and will be required to repay the company any holiday pay received for holiday taken in excess of your entitlement. Any sums so due may be deducted from money owing to you. The company reserves the right to require you to take any unused holiday entitlement during your notice period even if booked to be taken after the end of the notice period.

Part time workers

Holidays for part time workers are calculated on a pro-rata basis.

For part time workers who do not work on each working day of the week the part time worker is entitled to the relevant proportion of the overall holiday entitlement but will be expected to take as part of his or her holiday entitlement any bank/public holidays which fall on a day when the part timer would normally have worked.



NOTIFICATION OF SICKNESS OR OTHER ABSENCE

1. If you are absent from work for any reason and your absence has not previously been authorised by us you must inform your departmental manager by 8.00am on your first day of absence.
2. Any unauthorised absence must be properly explained and you must keep us informed daily until you have provided us with a medical certificate.
3. If you are absent from work due to sickness or injury which continues for more than 7 days (including weekends) you must provide us with a medical certificate by the eighth day of sickness or injury. Thereafter medical certificates must be provided to cover any continued absence. A fresh medical certificate must be provided prior to the expiration of the existing certificate.
4. Immediately following your return to work after a period of absence which has not previously been authorised by us you are required to complete a Self-certification Form (available from your manager or staff intranet) stating the dates of and the reason for your absence, including details of sickness on non-working days as this information is required by us for calculating Statutory Sick Pay entitlement. Self-certification Forms will be retained in our records. Our absence management policy required that self-certification certificates be signed in the presence of the Company Secretary.



SICK PAY

1. If you are absent from work due to sickness or injury and comply with all our requirements including those above regarding notification of absence you will be paid Statutory Sick Pay in accordance with the provisions of the Social Security Contributions and Benefits Act 1994.
2. We reserve the right to require you to be examined at any time by an independent doctor at our expense. We will ask that you authorise such medical practitioner to disclose to and discuss with our medical adviser the results of the examination and the matters which arise from it so that our medical adviser can notify us of any matters he considers might impair you from properly discharging your duties.
3. If you are absent from work for any reason (excluding annual and public holidays) for a period or periods in excess of 26 working weeks in any period of 12 months we will be entitled to terminate your employment at any time by written notice on the days specified in the notice.
4. If your absence from work arises as a result of an accident or injury caused by the negligence or breach of duty of a third party and you pursue a claim against that third party, then you must include within that claim a claim for all sums paid to you by us during your absence. Immediately the sums paid by us to you during the absence are recovered then they must be reimbursed to us.



MONITORING OF ABSENCE

The Company will conduct regular attendance reviews with an absent employee: whilst this will usually be for continuous absences, reviews may be appropriate where duration is of a cumulative nature. These will usually involve the employee visiting the company's premises, although reviews may be conducted at the employee's home (with the employee's consent). The purpose of such reviews will be to ensure that the employee is receiving appropriate support and to ensure that the company has an up to date understanding of the latest medical situation and prognosis. The specific issues that will be considered will be the likelihood of an improvement in health and subsequent attendance, the availability of alternative work, the effect of past and future absences on the organisation and whether there are any reasonable adjustments which could be made with regard to the employee's work. The review will also assist the company with forward planning. Reviews will usually be conducted by the line manager or Training Manager. The employee may be accompanied to any review by a friend, representative or trade union representative.

Return to work interviews will be held after all absences longer than 2 days.



PENSION

The company operates a stakeholder pension scheme. Full details of the scheme are available from the Company Secretary/Finance Director. There is no obligation upon the company to make any contribution to the stakeholder pension scheme on your behalf.



GRIEVANCE PROCEDURE

However vigilant employers are employees may from time to time have problems or concerns about their work, working environment or working relationships which they wish to raise and have addressed. This grievance procedure provides a mechanism for employees to raise such issues and for them to be dealt with fairly and speedily.

Step 1

Most grievances are best resolved informally in discussion with the employee's immediate line manager leading to speedy resolution of problems, the company will always encourage this.

Step 2

Where the grievance cannot be resolved informally it should be dealt with under a more formal procedure which is set out below.

The employee should set out their grievance in writing, clearly pointing out the matter is a grievance and hand this to their immediate line manager. Where the grievance is about the line manager the matter should be raised with a more senior manager.

The employer should then invite the employee to a meeting to discuss the grievance. The employee may be accompanied by a friend, colleague or trade union representative. The meeting should be held within a reasonable period of time but in any event the employer will acknowledge receipt of the employee's grievance in writing. Any reason for delay in either acknowledging receipt of the grievance in writing or holding a meeting should be explained to the employee.

Step 3

If after holding a meeting with the employee and the employer speaking with the person against whom the grievance is about and the matter remains unresolved the employee will be permitted to raise the matter in writing with a more senior manager. The choice of the person who will deal with matters at this stage will not be directly involved in the grievance. Again the manager should arrange to discuss the grievance with the employee within a reasonable period of time. The matter will also be discussed with the person against whom the grievance is about. The employee may be accompanied to the meeting by a friend, colleague or trade union representative.



DISCIPLINARY AND INCAPABILITY PROCEDURES

DISCIPLINARY PROCEDURES

1. The purpose of the disciplinary procedures is to ensure that the standards established by the rules are maintained and that any alleged failure to observe the rules is fairly dealt with.
2. All cases of disciplinary action under these procedures will be recorded and placed in our records. A copy of our relevant records will be supplied at your request.
3. Offences under the disciplinary procedures fall into 3 categories, namely:
Misconduct
Gross misconduct
Incapability
4. The following steps will be taken, as appropriate, in all cases of disciplinary action:
 - 4.1 Investigations: No action will be taken before a proper investigation has been undertaken relating to the circumstances of the matter complained of. If appropriate, we may by written notice suspend you for a specified period during which time such an investigation will be undertaken. If you are so suspended your contract of employment will be deemed to continue together with all your rights under your contract including the payment of salary/wages, but during the period of suspension you will not be entitled to access to any of our premises except at our prior request or with our prior consent and subject to such conditions as we may impose. The decision to suspend you will be notified to you and confirmed in writing.
 - 4.2 Disciplinary hearings: If we decide to hold a disciplinary hearing relating to the matter complained of, you will be given details of the complaint against you at least 3 working days before any such disciplinary hearing. At any disciplinary hearing you will be given the opportunity to state your case. You may also be accompanied by a friend, representative or trade union representative. No disciplinary penalty will be imposed without a disciplinary hearing.
 - 4.3 Appeals: You have a right of appeal at any stage of the disciplinary procedures to the Director. You should inform the Director in writing of your wish to appeal within 5 working days of the date of the decision which forms the subject of your appeal.

The Director will conduct an appeal hearing as soon as possible thereafter at which you will be given an opportunity to state your case and will be entitled to be accompanied by a friend, representative or trade union representative. The decision of the Director will be notified to you in writing and will be final and binding.

5. Misconduct

5.1 The following offences are examples of misconduct:

- Bad time-keeping
- Unauthorised absence
- Minor damage to property
- Minor breach of rules
- Failure to observe procedures
- Abusive behaviour
- Private use of the firm's telephones (land line and/or mobile) without permission
- Receiving or making private calls on any mobile telephone during office hours

These offences are not exclusive or exhaustive and offences of a similar nature will be dealt with under this procedure.

5.2 The following procedure will apply in cases of alleged misconduct:

Oral warning: In cases of minor infringements a formal warning will be given by your immediate superior. The contents of the oral warning will be confirmed to you in writing and a note will be kept on your file.

First warning: This will be given by your immediate superior and may be oral or written according to the circumstances. In either event you will be advised that the warning constitutes the first formal stage of this procedure. If the warning is verbal a note that such a warning has been given will be placed in our records.

Final warning: This will be given by the Group Training Manager or a Director and confirmed to you in writing. This warning will state that if you commit a further offence of misconduct during the period specified in it your employment will be terminated.

Dismissal: The decision to dismiss you will not be taken without reference to the Director. Dismissal will be notified to you in writing.

6. Gross Misconduct

The following offences are examples of gross misconduct:

- Theft or unauthorised possession of any property or facilities belonging to us or any employee
- Unauthorised acceptance of gifts
- Serious damage to property or vehicles
- Falsification of documents/reports, accounts, expense claims or self-certification forms
- Refusal to carry out duties or reasonable instructions
- Intoxication by reason of drink or drugs
- Having alcoholic drink or illegal drugs at your place of work, in your locker, on your person or otherwise in your possession, custody or control on the premises
- Serious breach of our rules and none compliance with legal and governing authorities
- Violent dangerous or intimidatory conduct
- Sexual or racial harassment
- Failure to keep details of your terms and conditions of employment including salary private and confidential

These examples are not exhaustive or exclusive and offences of a similar nature will be dealt with under this procedure. Gross misconduct will result in immediate dismissal without notice or pay in lieu of notice.

Any warning under these procedures will remain on your records for a minimum of 12 months. The decision to dismiss will not be taken without reference to a Director. Dismissal will be notified to you in writing.

INCAPABILITY PROCEDURE

The following are examples of incapability:

Poor performance / Failure to meet targets and budgets
Incompetence
Unsuitability
Lack of application

These examples are not exhaustive or exclusive and instances of a similar nature will be dealt with under this procedure.

The following procedure will apply in cases of incapability:

Oral warning: In cases of minor infringements a formal warning will be given by your immediate superior. The contents of the oral warning will be confirmed to you in writing and a note will be kept on your file.

First warning: This will be given by your immediate superior and will be confirmed to you in writing. The warning will specify the improvement required and will state that your work will be reviewed at the end of a period of one month after the date of the warning.

Final warning: This will be given by the Group Training Manager or a Director and confirmed to you in writing. This warning will state that unless your work improves within a period of one month after the date of the warning your employment will be terminated.

Dismissal: The decision to dismiss you will not be taken without reference to the Director. Dismissal will be notified to you in writing.

Subject to satisfactory performance and conduct any warning under these procedures will be removed from our records after 2 years.



COMPANY VEHICLES

1. No employee shall drive a company vehicle whether for work or personal use without the written permission of the Fleet Manager, Group Training Manager or Director of the company, and must complete an eligibility to drive a company vehicle form, and produce a current and legal driving licence. You will observe and perform all rules and regulations relating to the use of company vehicles as detailed in the company vehicle policies and Highway Code.

If you are required to drive a vehicle for work you will be required to abide by the terms of the Gelder Group Company Vehicle User Guide as from time to time in force.

Where the employee with manager or supervisory status is allocated a vehicle:-

- 2.1 You are provided with a company vehicle. You may use this company vehicle outside business hours but the vehicle must be available for use at work during working hours. You will be expected to keep the vehicle in a clean and well maintained manner and arrange for it to be serviced at regular intervals in accordance with the manufacturer's recommendations at one of the company's nominated garages. You will be responsible to ensure the vehicle is kept in a roadworthy condition and that it complies with all laws and regulations. You will also be required to observe and perform all rules and regulations in relation to company vehicles as from time to time issued by the company.

Where an employee is allocated a vehicle at the discretion of a director:-

- 2.2 You are provided with a company vehicle. The private use of the vehicle is restricted to journeys to and from your base and the driver's residence.

The vehicle must be available for use at work during working hours. You will be expected to keep the vehicle in a clean and well maintained manner and arrange for it to be serviced at regular intervals in accordance with the manufacturer's recommendations at one of the company's nominated garages. You will be responsible to ensure the vehicle is kept in a roadworthy condition and that it complies with all laws and regulations. You will also be required to observe and perform all rules and regulations in relation to company vehicles from time to time issued by the company.

The company reserves the right to allocate and reallocate vans in order to ensure the operational efficiency of the business. The allocation of a vehicle on a short, medium or long term basis to an employee is concessionary. The company is entitled to withdraw the concession at any time.

Where the employee is allocated a vehicle on a daily basis:-

- 2.2.1 If you are allocated a vehicle for your use, you will be required to sign the Log Sheet accepting responsibility for the vehicle as its driver. It is the responsibility of yourself, the driver, to undertake a visual inspection of the vehicle to ensure that the vehicle is roadworthy before leaving any base/yard

Whilst the vehicle is allocated to you, you will be responsible to ensure the vehicle is kept in a roadworthy condition and that it complied with all laws and regulations.

All employees

- 2.3.1 In the event of any claim being made against you or the company arising out of any act or omission by you while driving a company vehicle or while a company vehicle is in your possession or control, you will indemnify and keep indemnified the company against all costs, claims, demands or otherwise save where the company is covered by insurance.
- 2.3.2 In the event that you have an accident whilst driving the company vehicle which is considered to be due to an act or omission by yourself, the insurance excess will be recoverable from yourself. The amount of the excess shall be a debt due from you to the company and shall be payable from you to the company and shall be payable by you to the company on demand. The company reserves the right to waive all or part of this excess due to mitigating circumstances.
- 2.4 Should you be involved in an accident or the company vehicle is otherwise damaged it is your responsibility to complete a Vehicle Accident Report Form and notify the Fleet Manager and your supervisor immediately.
- 2.5 In all cases, if you use a company vehicle or are likely to use a company vehicle you must report all accidents in which you are involved and driving convictions imposed upon you to the Company Secretary without delay.
- 2.6 The company intends that all vans operated by the company will be fitted with a tracking system to enable the company to monitor the use and whereabouts of the vans. The monitoring will of course enable the company to ascertain the whereabouts of anyone who has use of the van whether as a driver or passenger during the working day. The purpose is to ensure that vehicles are used for proper purposes and enables us to keep track of the whereabouts of employees from an operational point of view and a security point of view.

- 2.7 Each employee will be allocated a personal identification number to obtain diesel from the Triscan Pump. The employee must ensure that the correct vehicle tag is used along with his own PIN number.

Please note that whenever you drive on business you will be required to observe and perform all laws and regulations and also to observe and perform all obligations set out in the Staff Employment Handbook and the Vehicle User Guide and any other regulations from time to time issued by the Gelder Group.



EXPENSES

We will reimburse to you all expenses properly incurred by you in the proper performance of your duties provided that such expenses have been authorised by us beforehand and that on request you provide us with such vouchers or other evidence of actual payment of such expenses as we may reasonably require.



ACCEPTANCE OF GIFTS

You may not without our prior written consent of the Managing Director accept any gift and/or favour of whatever kind from any customer, client or supplier or any prospective customer, client or supplier.

ANTI BRIBERY AND CORRUPTION POLICY

The above policy is included within the Gelder Group Welcome Manual and can be found on the staff intranet and company website. This policy is designed to help you understand the legislation relevant to "The Bribery Act 2010". Your personal contribution to protecting and enhancing our reputation by complying with this policy is invaluable.



NORMAL RETIREMENT AGE

The normal retirement age for your employment is 65 or as defined by Government.



OTHER EMPLOYMENT AND CONFLICT OF INTEREST

1. You must devote the whole of your time, attention and abilities during your hours of work for us to your duties for us. You may not, under any circumstances, whether directly or indirectly, undertake any other duties, of whatever kind, during your hours of work for us.
2. You may not without the prior written consent of the Managing Director/Company Secretary (which will not be unreasonably withheld) engage, whether directly or indirectly, in any business or employment which is similar to or in any way connected or competitive with our business in which you work outside your hours of work for us.
3. You must not receive or obtain directly or indirectly any discount, rebate, commission or other inducement in respect of any sale or purchase of any goods or services effected or other business transacted by or on behalf of the company and if you (or any firm or company in which you are directly or indirectly engaged, concerned or interested) shall obtain any such discount, rebate, commission or inducement you will immediately account to us for the amount received by you or the amount received by such firm or company.

4. You will not at any time during the continuance of this agreement directly or indirectly and whether on your own behalf or on behalf of any third party entice or encourage or seek to entice or encourage other employees employed by the company to leave their employment.
5. You will promptly disclose to the Company Secretary any information which comes into your possession which affects adversely or may affect adversely the company or the business of the company. Such information shall include, but shall not be limited to, plans of any employee to leave the company (whether alone or in concert with other employees), the plans of any employee (whether alone or in concert with other employees) to join a competitor or to establish a business in competition with the company, any steps taken by any employee to implement either of such plans or the misuse by any employee of any confidential information belonging to the company. You are obliged to make disclosures under this clause notwithstanding that to do so would involve disclosure of information pertaining to your own activities including breach by you of your contract of employment.



PLACE OF WORK

1. Your normal place of work is stated in your contract of employment but we reserve the right to change this to any place within the United Kingdom. You will be given at least one month's notice of any such change. Relocation will be payable in appropriate cases at the absolute discretion of the Managing Director and within limits from time to time fixed by us.
2. You may be required to work out of any of the Gelder Groups premises of the Customers, Clients, Suppliers or associates within the United Kingdom. You will be reimbursed for any expenses properly incurred in connection with such duties in accordance with our expenses Policy as amended from time to time.



CONFIDENTIALITY

1. You may not disclose any company/trade secrets or other information of a confidential nature relating to any of our business or in respect of which we owe an obligation of confidence to any third party during or after your employment except in the proper course of your employment or as required by law.
2. You must not remove any documents paper or electronic or computer disks/tapes/memory storage or laptop computers containing any confidential information from our premises at any time without proper advance authorisation. All such documents, emails disks or tapes and any copies are our property and must be returned on request or on leaving employment.
3. Upon request by the company you will:
 - 3.1 Forthwith deliver to the Company Secretary all property in your possession, custody or under your control to the company including but not limited to keys, security and computer passes, computer hardware, facsimile machines and all documents and other records (whether on paper, electronic storage device or magnetic tape or in any form and including correspondence, lists of clients or customers, notes, memoranda, software, plans, drawings and other documents and records of whatever nature and all copies thereof) made or compiled or acquired by you during your employment with the company and concerning the business, finances or affairs of the company or its clients or customers.

- 3.2 Irrevocably delete any information belonging to the company from any PC system in your possession or under your control.
- 3.3 If so requested, you will on each occasion you are obliged to deliver up property or delete information pursuant to this clause provide to the Company Secretary a signed statement identifying the property returned and confirming that you have fully complied with your obligations under this clause.



INVENTIONS

1. If you make any invention whether patentable or not which relates to or is capable of being used in our business you must disclose it to us immediately.
2. As between you and us, the ownership of all inventions made by you will be determined in accordance with section 39 of the Patents Act 1977.



HEALTH AND SAFETY AT WORK

1. We will take all reasonably practicable steps to ensure your health and safety and welfare while at work. You must familiarise yourself with the Group's Health and Safety Policy and its Safety and Fire Rules. It is also your legal duty to take care of your own health and safety and that of your colleagues. For further information please refer to the Gelder Group Welcome Manual.
2. Where an employee wishes to return to work prior to the date noted on a medical certificate, he must obtain a signing-off note from his general practitioner before attending for work. Where an employee's general practitioner advises that an employee is not fit to return to work, he will not be permitted to return.
3. Where the company has concerns about an employee returning to work following a period of absence caused by illness or injury then the employer may request that the employee obtains a signing-off note from his general practitioner before attending for work. Where an employee's general practitioner advises that an employee is not fit to return to work he will not be permitted to return.

EQUAL OPPORTUNITIES POLICY

The following section sets out the Company's policy on equal opportunities. The Company is committed to a policy of treating all its employees and job applicants equally. No employee or potential employee shall receive less favourable treatment or consideration on the grounds of age, race, colour, religion or belief, nationality, ethnic or national origins, sexual orientation, gender reassignment, disability, marital status or part time business or be disadvantaged by conditions of employment that cannot be justified as necessary on operational grounds.

- 1.0 Principles
 - 1.1 There should be no discrimination on account of age, race, colour, perceived or actual religion or belief, ethnic or national origins, perceived or actual sexual orientation, gender reassignment, disability, nationality or marital or part time status.
 - 1.2 The Company will appoint, train, develop, reward and promote on the basis of merit and ability.

- 1.3 All employees have personal responsibility for the practical application of the Company's equal opportunities policy which extends to the treatment of job applicants, employees (including former employees), clients and visitors.
- 1.4 Special responsibility for the practical application of the Company's equal opportunities policies falls upon all those with any managerial responsibility whatsoever whether involved in the recruitment, selection, promotion, training process or otherwise.
- 1.5 The Company's grievance procedure is available to any employee who believes that he or she may have been unfairly discriminated against. The harassment complaint procedure set out in this policy is available to any employee who believes that he or she may have been harassed. Employees will not be victimised in any way for making such a complaint in good faith. Complaints of this nature will be dealt with seriously, in confidence and as soon as possible.
- 1.6 Disciplinary action will be taken against any employee who is found to have committed an act of unlawful discrimination. Serious breaches of this policy and serious incidents of harassment will be treated as gross misconduct. Allegations of discrimination which are not made in good faith will also be considered as a disciplinary matter. Confidential records of ongoing matters dealt with in accordance with this policy will be kept.
- 1.7 In the case of any doubt or concern about the application of this policy in any particular instance please consult the Company Secretary.
- 1.8 The Company will keep under review its policy, procedures and practices on equal opportunities.

2.0 Equal Opportunities Code of Practice

2.1 Objectives

- 2.1.1 The Company has introduced this equal opportunities policy. The Company regards this as a commitment to make full use of the talents and resources of all its employees and to provide a healthy environment which will encourage good and productive working operations within the organisation. This code of practice describes how the policy is to be applied throughout the Company.
- 2.1.2 The Company is particularly concerned that equality of opportunity is maintained in the following areas:

- ⊗ Recruitment and selection
- ⊗ Promotion and training
- ⊗ Terms of employment, benefits, facilities and services
- ⊗ Grievances and disciplinary procedures
- ⊗ Dismissals

2.2 Code of Practice

- 2.2.1 The Company will ensure that all directors and any member of the company with managerial responsibility are provided with appropriate equal opportunities training where necessary.
- 2.2.2 The Company Secretary will regularly monitor the effectiveness of this policy to ensure that it is working in practice and will review and update this policy as and when necessary.

2.3 Recruitment and selection

2.3.1 The following principles apply whenever recruitment or selection for positions takes place:

2.3.1.1 Individuals will be assessed according to their personal capability to carry out a given job.

2.3.1.2 Assumptions that only certain types of person will be able to perform certain types of work must not be made.

2.3.1.3 Any qualifications or requirements applied to a job which have or may have the effect of inhibiting applications from certain types of person should only be retained if they can be justified in terms of the job to be done.

2.3.1.4 Any age limits applied to a job should only be retained if they can be justified in terms of the job to be done.

2.3.1.5 Recruitment solely or primarily by word of mouth should be avoided if its effect is or may be to prevent certain types of person applying.

2.3.1.6 Selection tests should be specifically related to job requirements and should measure the person's actual or inherent ability to do or train for the work.

2.3.1.7 Selection tests should be reviewed regularly to ensure that they remain relevant and free from any justifiable bias either in content or in scoring mechanism.

2.3.1.8 Applications from different types of persons should be processed in the same way.

2.3.1.9 Written records of interviews and reasons for the appointment and non-appointment should be kept.

2.3.1.10 Questions should relate to the requirements for the job; if it necessary to assess whether personal circumstances may affect the job performance, this should be done objectively without questions or assumptions being made which are based on stereotype beliefs about certain types of person.

2.3.1.11 Where the Company's arrangements for recruitment and selection put disabled people at a substantial disadvantage due to a reason connected with their disability, reasonable adjustments to the arrangements should be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage.

2.3.1.12 No decisions regarding recruitment or selection should be made by a person who has not read and understood this policy.

2.4 Promotion and training

2.4.1 The following principles apply to appointments for promotion and training:

2.4.1.1 Assessment criteria and appraisal schemes should be carefully examined to ensure that they are not discriminatory.

- 2.4.1.2 Assessment criteria and appraisal schemes should be monitored and checked that the operation of such schemes does not result in any hidden or indirect discrimination.
- 2.4.1.3 Wherever it is reasonably practicable there will be no discrimination in the offer of opportunities for development and training.
- 2.4.1.4 Where the Company's arrangements in relation to development and training put disabled individuals at a substantial disadvantage for a reason connected with the disability, reasonable adjustments to the arrangements will be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage.

2.5 Terms of employment, benefits, facilities and services

- 2.5.1 The following principles shall apply to terms of employment, benefits, facilities and services:
 - 2.5.1.1 The terms of employment, benefits, facilities and services available to individuals shall be reviewed regularly to ensure that they are provided in a way which is free from unlawful discrimination.
 - 2.5.1.2 Part time workers should receive pay, benefits, facilities and services on a pro rata basis to their full time comparator unless variations are objectively justified.
 - 2.5.1.3 Where the Company's arrangements relating to terms of employment, benefits, facilities and services put disabled individuals at a substantial disadvantage due to a reason connected with their disability, reasonable adjustments to the arrangements will be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage.
 - 2.5.1.4 Terms and conditions of employment will be reviewed and monitored to ensure that there is no hidden or indirect discrimination.

2.6 Grievances, disciplinary procedures, dismissals

- 2.6.1 Individuals who in good faith bring a grievance (or assist another to do so) either under this policy or otherwise in relation to an equal opportunities matter will not be disciplined, dismissed or otherwise victimised for having done so.
- 2.6.2 Unless there is genuine unlawful justification, The Company will apply its disciplinary policy in a non-discriminatory manner.

3.0 Harassment

3.1 Policy statement

- 3.1.1 All employees have the right to work in an environment which is free from any form of harassment.
- 3.1.2 It is the Company's policy that the harassment of any of its employees is unacceptable behaviour. Anyone found to be in breach of this policy will be liable to disciplinary action which could result in dismissal.

3.2 What is it?

3.2.1 Harassment takes many forms, occurs on a variety of different grounds and can be directed at one person or many people. An essential characteristic is that it is unwanted by the recipient and that the recipient finds the conduct offensive or unacceptable. Conduct usually becomes harassment if it continues once it has been made clear that it is regarded by the recipient as offensive, although a single incident may amount to harassment if sufficiently serious. It is the unwanted nature of the conduct that distinguishes harassment from friendly behaviour which is welcome and mutual.

3.2.2 Harassment can be based on:

- & Age
- & Race, ethnic or national origins
- & Nationality or skin colour
- & Gender reassignment or perceived or actual sexual orientation
- & Power or hierarchy
- & Willingness to challenge harassment (leading to victimisation)
- & Disabilities, sensory impairments or learning difficulties
- & Possible links to AIDS/HIV
- & Health
- & Physical characteristics
- & Perceived or actual religion or belief

3.2.3 While not an exhaustive list, forms of harassment include:

- & Physical contact
- & Jokes, offensive language, gossip, slander, offensive or sectarian songs and letters
- & Posters, graffiti, obscene gestures, emblems, flags
- & Offensive emails, screensavers, etc
- & Isolation or noncooperation and exclusion
- & Coercion for sexual favours
- & Pressure to participate in political/religious groups
- & Intrusion by pestering, spying and stalking

3.2.4 Harassment is unlawful in many cases and individuals may be legally held liable for their actions.

3.3 Procedure

3.3.1 Due to the seriousness with which the Company views harassment, informal and formal reporting procedures have been introduced which are separate from the grievance procedure as a mechanism for dealing with complaints of harassment. However, employees may choose to use the formal grievance procedure as an alternative.

3.3.2 All allegations of harassment will be dealt with seriously, promptly and in confidence. Employees who feel that they have been subject to harassment must not hesitate in using this procedure nor fear victimisation. Retaliation against an employee who brings a complaint of harassment is a serious disciplinary offence which may constitute gross misconduct.

3.3.3 The Company Secretary and/or line managers will provide in confidence advice and assistance to employees subjected to harassment and assist in the resolution of any problems whether through informal or formal means.

3.4 Informal procedure

- 3.4.1 If an incident happens which you think may be harassment and you do not wish it to happen again, you may prefer initially to attempt to resolve the problem informally. In some cases it may be possible and sufficient to explain clearly to the person engaging in the unwanted conduct that the behaviour in question is not welcome, that it offends you or makes you uncomfortable and that it interferes with your work. You should make it clear that you want the behaviour to stop.
- 3.4.2 In circumstances where this is too difficult or embarrassing for you to do on your own you should seek support from a friend at work or the Company Secretary.
- 3.4.3 If you are in any doubt as to whether an incident or series of incidents which have occurred constitute harassment, then in the first instance you should approach the Company Secretary on an informal basis. He will be able to advise you as to whether the complaint necessitates further action in which case the matter will be dealt with formally/informally as appropriate.
- 3.4.4 If the conduct continues or if it is not appropriate to resolve the problem informally, it should be raised through the following formal process.

3.5 Formal procedure

- 3.5.1 Where informal methods fail or serious harassment occurs you are advised to complain formally to the Company Secretary.
- 3.5.2 Consideration will be given to the immediate separation of the complainant and the alleged harasser. In serious cases the alleged harasser may be suspended.
- 3.5.3 You will be interviewed by the Company Secretary to establish full details of what happened. He will then carry through a thorough impartial and objective investigation as quickly as possible. The investigation will be carried out quickly, sensitively and with due respect for the rights of both you and the alleged harasser.
- 3.5.4 The investigation will involve interviews with the person against whom you are making the complaint. The alleged harasser will be given full details of the nature of the complaint and will be given the opportunity to respond.
- 3.5.5 You and the alleged harasser will have the right to be accompanied and/or represented by a colleague, union representative or other representative at any interview. You will not be asked to provide details of the allegations repeatedly unless this is essential for the investigation.
- 3.5.6 Strict confidentiality will be maintained throughout the investigation into the allegation. Where it is necessary to interview witnesses the importance of confidentiality will be emphasised to them.
- 3.5.7 When the investigation has been completed you will be informed whether or not your allegation is considered to be well founded.
- 3.5.8 If the allegation is well founded, disciplinary action may be taken against the person alleged to have committed the behaviour you are complaining about and, depending upon the circumstances and seriousness of the complaint, may result in the dismissal of that person.
- 3.5.9 If the allegation is not well founded, consideration will be given to whether it is necessary to transfer or reschedule the work of both or either party in cases where it would not be appropriate for either of you to continue to work in close proximity to each other.

3.5.10 The Company takes these matters very seriously. However, malicious complaints of harassment can have a serious and detrimental effect on a colleague. Any unwanted allegation of harassment made in bad faith will be deemed potential gross misconduct. We are sure that all employees appreciate that this must be so to protect the integrity of this policy.

4.0 Disabilities

4.1 Policy

4.1.1 It is the Company's policy that disabled people, including job applicants and employees should be able to participate in all of the Company's activities fully on an equal basis with people who are not disabled.

4.2 Definition of disabilities

4.2.1 For the purpose of this policy, disabilities are either physical or mental impairments that have a substantial and long term effect on a person's ability to carry out normal day to day activities.

4.2.2 Some disabilities are immediately obvious, for example use of a wheelchair, while other disabilities may not be apparent at all, for example HIV infection. Certain conditions are not considered to be disabilities, for example poor eyesight which is corrected simply by wearing prescription spectacles, or addiction to alcohol or other substances. If you would like further information about whether a particular condition is a disability you should contact the Company Secretary.

4.2.3 Normal day to day activities or any of the following:

- & Manual dexterity
- & Physical coordination
- & Continence
- & Ability to lift, carry or otherwise move everyday objects
- & Speech, hearing or eyesight
- & Memory or ability to concentrate, learn or understand, or
- & Perception of risk of physical danger

4.3 Principles

4.3.1 The general equal opportunity principles set out earlier in this policy will apply in relation to disabled people.

4.3.2 The Company will take all reasonable practical steps to ensure that disabled people are able to participate in all activities on an equal basis with people who are not disabled.

4.3.3 The Company will not for a reason relating to a person's disability treat disabled people less favourably than it treats or would treat others to whom the same reason does not or would not apply.

4.3.4 If any arrangements made by or on behalf of the Company or any physical feature of premises occupied by the Company put disabled people at a substantial disadvantage compared to people who are not disabled, the Company will take such reasonably practical steps as it can to prevent this disadvantage.

4.3.5 The Company is particularly concerned that disabled employees are treated equally in the following areas:

- & Recruitment and selection
- & Promotion and training
- & Terms of employment
- & Benefits
- & Facilities
- & Services and
- & Dismissals

4.4 Procedure

4.4.1 Due to the wide variety of potential disabilities and the likelihood of a disability affecting different people in different ways, it would be inappropriate to prescribe rigid rules on how issues concerning disabled people should be dealt with. What is essential however is that all directors, line managers and others with any managerial responsibility take all reasonable practical steps to ensure that disabled people are not less favourably treated or disadvantaged by comparison to people who are not disabled in relation to their work, working environment or by arrangements made by the Company.

4.4.2 The following general steps should always be considered where issues concerning disabilities arise or may arise:

- & There may be many different ways to avoid discrimination or minimise the effects of discrimination. The Company will be flexible in the application of the policy.
- & The Company will, wherever possible, talk to a disabled employee to find out how the disability affects him or her and what steps he or she thinks might help.
- & Disability issues can be complex and when necessary The Company will seek expert medical advice about a disability or expert technical advice about adjustments which might help the disabled employee.

FAMILY LEAVE

The company complies with its statutory obligations under the so-called "family friendly policies."

These include:

- & Parental Leave
- & Paternity Leave
- & Adoption Leave
- & Flexible Working
- & Maternity Leave

MATERNITY / PARTENITY LEAVE

For all matters in connection with Maternity and Paternity rights and leave please contact your Departmental Manager as soon as you are able.

DATA PROTECTION

1. You consent to the Company processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any **sensitive personal data** (as defined in the Data Protection Act 1998) relating to you including as appropriate:
 - ⊗ Information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness for work.
 - ⊗ Your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with Equal Opportunities legislation.
 - ⊗ Information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with the legal requirements and obligations to third parties.
2. The Company may make such information available to any Company within the same group, those who provide products or services to the Company (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or the business in which you work.
3. You consent to the transfer of such information to the Company's business contacts whether inside or outside the European Economic Area in order to further the Company's business interests.

INTERNET & EMAIL POLICY

Introduction

This document provides rules and guidance for the safe operation and management of IT services. It applies to all employees regardless of job, task or function.

Failure to comply with the policy and rules set out in this document may result in legal claims against an individual member of staff or the organisation eg. where a third party claims or considers that an individual or the Business has been negligent. Failure to comply with the policy and rules may also lead to disciplinary action being taken against an individual member of staff.

This is a policy document. The contents are intended to protect you and the Business from the potentially serious consequences of the misuse and abuse of our computer systems.

If you observe or experience any difficulties with any of the issues covered in this policy, please raise the issue with the Company Secretary, who will do everything possible to assist.

Rules for the Conduct of Employees

System access

To ensure that someone does not use your system to access your email or use the Internet in your name, you must ensure that you:

- obey the rules regarding access to the building;
- do not tell anyone else your passwords. If you think someone else may know them, change them;
- do not leave your system unlocked and unattended while logged in. Leaving a workstation unlocked means that unauthorised users could then gain access to the network, be able to access any confidential or personal files and be able to misuse the system in your name.

Downloading infected material from the Internet

Any information received over the Internet can contain data infected by viruses or trojans. These are small files or programs which can cause substantial damage to the system and/or the information stored therein. This can include your own work. For this reason we require that you exercise every care. In particular you must:

- seek permission before downloading or saving any file from the Internet;
- report any circumstances where you suspect that a contaminated file may have been downloaded inadvertently; always take notice of messages generated warning you about a virus and report this immediately to the Company Secretary.

Loading/Installing Unauthorised Software

The computer system has been set up to run only the software installed. All the licensed programs which have been installed have been tested and verified as being suitable for you to do your work.

You are expressly forbidden to install or load any program brought from home or obtained from any non-authorised supplier - including the Internet without the written approval of the Company Secretary. This includes demonstration programs. This is to prevent the possibility of you corrupting our system, importing viruses and causing licensing problems.

If you find that you cannot do your job properly using the built-in programs on your computer you are invited to discuss the situation with the Company Secretary. This will be carefully considered. Any modifications to your system will be undertaken in collaboration with the Company Secretary.

Auditing Procedures

The policy conforms to the provisions of all appropriate legislation which protects our interests and your privacy. From time to time we may examine your system and take note of your work history. This procedure is for your protection. It will take place under the terms of the Human Rights Act 1998 and the Regulation of Investigatory Powers Act 2000 in order for us to prevent criminal activity, protect our computer systems and to ensure that we are complying with all appropriate laws and regulations.

All sensitive data about yourself is protected under the terms of the Data Protection 1998. It will not be disclosed or used in any way, except in accordance with consents given by you under our Data Protection policy. By agreeing to the incorporation of this document into your contract of employment, you are giving us permission to audit your system.

We may examine the contents of your computer and any peripheral devices such as storage disks either directly or via our remote auditing protocols. We will tell you when this is likely to happen.

All emails in the organisation (including internal and Internet email) and occurrences of staff accessing Internet will be logged for auditing purposes This is being done to assess how much use is being made of the service and for what purpose; to improve access methods to popular sites and to ensure that staff are not making illegal or excessive use of the services for personal reasons. The data being collected at present is:

- ⊗ an email log containing details of the name of the sender, destination address or addresses, date and time sent and size of attached files.
- ⊗ a log showing staff names, dates and time of access, names of Web site visited, names and types of files downloaded

Accessing Inappropriate Web sites

The Business has a policy of trusting all staff to behave in a decent and proper way. In the case of the Internet, Newsgroups and emails it is necessary to have detailed rules.

Under no circumstances must you search for, visit, link to, explore or open any site containing material of an indecent or offensive nature. The definition of 'offensive' is very wide and you must remember that your sensibilities may be very different from those of your colleagues. The following list of categories is not exclusive. These are examples of the type of content which is unacceptable and is provided for guidance:

- ⊗ sites which would cause harassment, alarm or distress to any right-thinking person with normal sensitivities who may read the site inadvertently;
- ⊗ hard and soft pornography;
- ⊗ sites containing indecent or offensive language;
- ⊗ sick humour;
- ⊗ animal rights sites advocating criminal behaviour;
- ⊗ sites containing material protected by copyright,
- ⊗ any site which advocates criminal or anti-social behaviour;
- ⊗ Newsgroups not on our authorised list
- ⊗ chat sites;
- ⊗ auction sites;
- ⊗ sites which claim to speed up your system;
- ⊗ sites which offer 'firewall busting' facilities;
- ⊗ gambling sites;
- ⊗ sites related to hacking or the unauthorised accessing of other computers;
- ⊗ sites requesting that you take part in any sort of vote, petition or referendum;
- ⊗ sites containing software 'fixes' or shortcuts;
- ⊗ screen savers, 'themes', wallpaper and similar files.

The Business has a sophisticated firewall system through which most of the above content cannot pass. However, in the nature of electronic communications it is inevitable that you may innocently stumble across sites containing inappropriate or offensive material. Should this happen, you must not explore the site. Instead, disconnect from the site and make a note of the web address and report the circumstances to the Company Secretary.

Failure to follow this rule may leave you open to accusations that this policy has been breached.

Private Use

You are not entitled to use the Internet for any private purpose whatsoever without the permission of the Company Secretary.

Safe use of email

Our computer systems allow information to be sent both internally and externally by means of emails and attachments.

Internal email Communications

We encourage the proper use of email within the Business in order to facilitate more effective communications, cut down on paperwork and to speed the transfer of work-related information. The following list gives some guidance:

- ⊗ keep messages short and to the point;
- ⊗ use lower case - never use capitals as the recipient will think you are shouting;
- ⊗ do not use 'smileys' or 'emoticons' (ie. simple graphics which are used to convey emotions) which may not be understood by everyone. This also applies to slang, abbreviations and jargon;
- ⊗ keep your group lists up to date to avoid sending unnecessary and confusing messages;
- ⊗ ask yourself whether it is really necessary to print a message or attachment;
- ⊗ ensure that any informal or light-hearted remarks cannot possibly be misunderstood;
- ⊗ never tell jokes or comment on individuals;
- ⊗ always use the spell checker;
- ⊗ bear in mind that a quick internal phone call may be more effective;
- ⊗ finally, never send any message, however well intentioned, which might cause distress or harassment to anyone.

Remember that emails can have a much wider audience than was intended.

External email Communications

All of the points described for internal emails also apply when you send a message outside the Business. Additionally, there are some extra issues which must be considered:

- ⊗ emails are considered to be a form of written communication. As such it is possible to create a situation in which you have formed a binding contract with eg, a supplier or customer. You must therefore clear the content of the message with your supervisor or manager beforehand. He or she cannot help you once the message has been sent and it cannot be retrieved;
- ⊗ Never send a email without using our ['signature' file or The Gelder Groups standard disclaimer];
- ⊗ Send attachments only after making sure that they contain no sensitive or confidential information;
- ⊗ You are not permitted to send and receive emails for private purposes without the permission of the Company Secretary;
- ⊗ You may access and participate in Newsgroup discussions provided that they relate to your work and provide a positive benefit to your work;

- ⊗ Under no circumstances must you respond to unsolicited emails of the 'junk' variety or participate in any 'chain letter' activity. Frequently these messages purport to be on behalf of a charity or an individual experiencing distress. The vast majority of these messages are bogus, some contain viruses and all will slow down or damage our IT systems;
- ⊗ Do not make a practice of sending very large files by email. Transmission times are approximately five minutes per megabyte. This practice is annoying to the recipient unless he or she is prepared in advance. It also slows our system and can create bottlenecks in the processing of data. Use the normal postal services instead.

Enforcement

We expect during the normal course of working that problems with the usage of the computer system will be infrequent and minor. Due to the consequences of a small problem having severe repercussions both internally and externally, however, the Business has a general policy of dealing with all incidents under the disciplinary procedure. Only in exceptional circumstances will we deal informally with breaches of this policy.

The disciplinary procedure forms a part of your contract and all disciplinary issues are dealt with in accordance with our overriding duty of fairness. So far as penalties for infringement are concerned, each case will be judged on its merits. However, the

Business will consider all but the most minor situations as being so serious that dismissal may be imposed.

CHANGES TO NEW TERMS AND CONDITIONS

1. The company reserves the right to change your terms and conditions of employment.
2. You will be given 3 months' written notice of any change to the terms and conditions of employment unless otherwise agreed with your Manager, Group Training Manager or a Director. The changes and the reasons for the changes will be discussed with you in full.



I confirm that I have read the contents of this Staff Handbook, I agree to abide by the comments and I give all necessary consents as required by the policies and procedures contained in the Staff Handbook.

Dated

Signed
On behalf of the Employer

Signed
Employee