bluesource

HR
Employee Handbook

Last reviewed 12/10/2026

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Introduction

1. Overview

This Employee Handbook (the "**Handbook**") applies to all employees of Bluesource Information Limited ("**Bluesource**" and the "**Company**"). It explains how the Company operates, what you can expect as an employee, and what is expected of you in return. It also brings together the key policies, standards, and ways of working that support day-to-day operations.

The aim of this Handbook is to help you understand the Company's values and approach, your responsibilities, and the standards of conduct that apply across the business. It should be read alongside the Company's wider governance framework, including more detailed policies and procedures available on the intranet or through your Line Manager or Human Resources.

Compliance, Legal Obligations and Ethical Commitments

The Company is committed to operating responsibly and in line with all relevant laws and regulations, as set out in its Legal Register. This includes meeting recognised industry standards and following best practice in areas such as information security, data protection, and corporate governance.

We also support the principles of the United Nations Global Compact, including respect for human rights, fair labour practices, environmental responsibility, and a zero-tolerance approach to corruption.

As an employee, you are expected to meet all legal, regulatory, and contractual obligations that apply to your role. You must also follow Company policies and procedures - particularly those relating to information security, data protection, acceptable use of IT systems, and the Company's **Code of Conduct** (👉 Privacy & governance (web)), which defines the overarching standards of behaviour expected of all employees - and carry out your work with integrity, professionalism, and accountability.

Failure to meet these expectations may result in disciplinary action, up to and including dismissal.

Policy Application and Governance

The policies set out in this Handbook apply to all employees unless clearly stated otherwise. In many cases, they are supported by more detailed documents that sit outside the Handbook.

Pre-employment screening requirements (including employment verification, security screening, financial checks, and criminal record checks) are defined within this Handbook and form part of the Company's broader governance and risk management framework.

The Company may update or amend these policies from time to time to reflect changes in the business, legal requirements, or operational needs. Where policies are based on statutory requirements, they will always be applied in line with the law.

Integrated Pre-Employment Screening Framework

Criminal record checks, security screening, and financial background checks form part of the Company's integrated pre-employment screening framework, designed to ensure:

- compliance with legal, regulatory, and contractual obligations (as set out in the Company's Legal Register);
- protection of Company, client, and third-party information assets;
- mitigation of operational, financial, and reputational risk; and
- fair, consistent, and proportionate treatment of all individuals.

These screening activities are:

- conducted on a risk-based and role-specific basis, except where Company policy requires consistent application across the workforce (e.g. financial screening);
- aligned with the Company's Information Security Management System (ISMS) **(see Section 51)** and access control requirements; and
- applied in accordance with:
  - UK data protection legislation (UK GDPR and Data Protection Act 2018);
  - employment law, including the Rehabilitation of Offenders Act 1974 and Equality Act 2010; and
  - the United Nations Global Compact (UNGC) Principles:
    - Principles 1 & 2 (Human Rights) – fair, proportionate, and respectful treatment;
    - Principles 3–6 (Labour Standards) – non-discrimination and fair employment practices.

All screening outcomes are assessed objectively, proportionately, and in the context of the role requirements and the Company's risk profile.

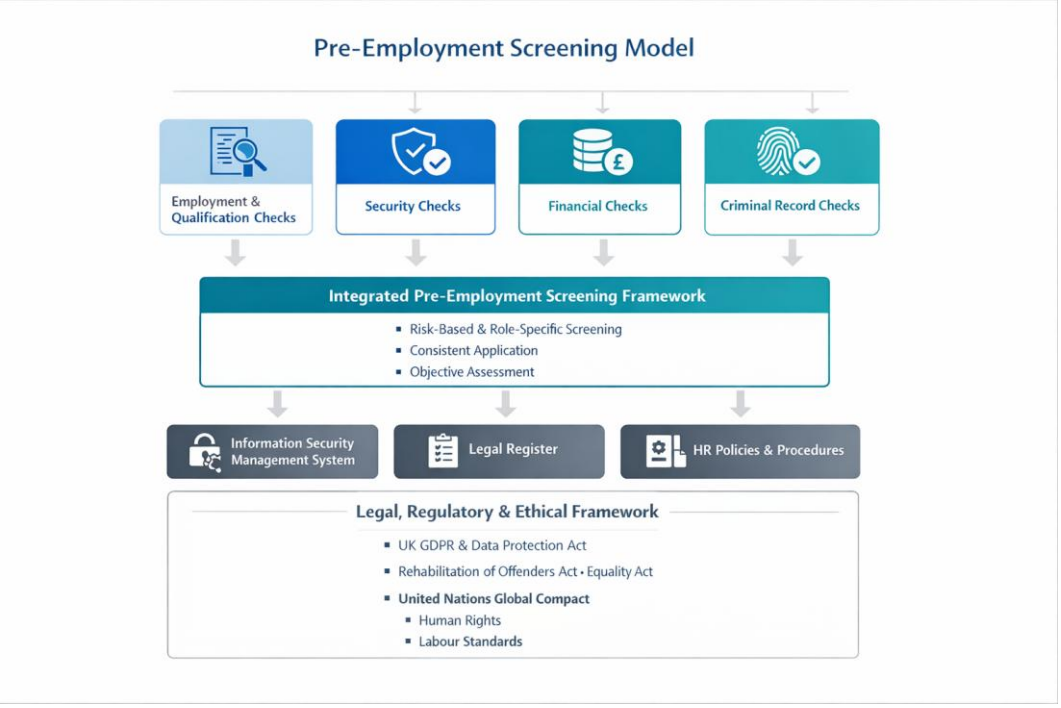

Figure 1: Integrated Pre-Employment Screening Model showing alignment between screening controls, ISMS, Legal Register, and HR governance framework.

Employee Responsibility and Awareness

The Company will communicate significant updates where possible, however employees are responsible for keeping themselves informed of current policies and requirements. If anything is unclear, you should speak to your Line Manager or HR.

This includes understanding and complying with the Company's Information Security Management System (ISMS) and data protection obligations, which play an important role in protecting Company assets, customer and third-party information, and personal data.

Culture, Values and Open Communication

We value the contribution of all employees and aim to maintain a professional, inclusive, and supportive working environment. Everyone is expected to treat colleagues, clients, and third parties with respect, support equality and inclusion, and raise concerns where issues arise.

The Company encourages open communication and operates an **Open Door Policy (see Section 48)**, which allows you to raise matters beyond your immediate manager if needed.

Equality and Fair Treatment

The Company is committed to fair and consistent treatment for all employees. Decisions relating to employment are based on merit, capability, and business need, and we do not tolerate discrimination. Further details are set out in the Company's **Equality Policy (see Section 33)**.

Professional Standards and Capability

You are expected to have and maintain the skills and qualifications needed for your role, carry out your duties in line with Company standards, and take part in training and development where required.

Further Information

You should read this Handbook thoroughly and make sure you understand it. If you are unsure about any part of it, please speak to your Line Manager or HR for guidance.

2. Definitions

For the purposes of this Handbook, the following definitions apply:

- **Bring Your Own Device (BYOD) -** The use of personally owned devices to access Company systems, data, or services, subject to the Company's security requirements and policies.
- **Company Property -** All materials, assets, systems, data, and equipment owned by or entrusted to the Company, including those belonging to customers or third parties.
- **Confidential Information -** Any information that is not publicly available and relates to the Company, its employees, customers, or partners, including commercial, technical, financial, or personal data.

- **Contract of Employment -** The legally binding agreement between the employee and the Company setting out terms and conditions of employment.
- **Information Security Management System (ISMS) -** The Company's framework of policies, processes, and controls designed to protect the confidentiality, integrity, and availability of information, aligned with ISO/IEC 27001:2022.
- **Personal Data -** Any information relating to an identified or identifiable individual, as defined under the UK GDPR and Data Protection Act 2018.
- **Politically Exposed Person (PEP) -** An individual who holds, or has held, a prominent public position, or who is closely associated with such a person.
- **Public Official -** Any individual holding a legislative, administrative, or judicial role, or performing a public function on behalf of a government or public body.

3. Introduction to the Company - Bluesource History

Bluesource was founded in 2000 and is a specialist-led organisation focused on the management, optimisation, and secure delivery of information and collaboration technology solutions. The Company supports clients in improving operational efficiency, reducing risk, and enhancing the performance of their IT environments.

The Company works in partnership with its clients to support high-performance business outcomes, including the design, implementation, and management of complex messaging, collaboration, and cloud-based environments.

With extensive industry expertise, strong technical capability, and a proven track record, Bluesource delivers consultancy, managed services, and support across a range of disciplines, including cloud services, enterprise messaging, collaboration platforms, and unified communications. Services are designed to align technology solutions with client business objectives in increasingly complex and regulated environments.

Bluesource is a recognised partner of leading technology providers, including Arctera, Cohesity and Microsoft®, and delivers solutions across IT infrastructure, enterprise messaging, data archiving, archive migration, SaaS, and IaaS services to a global client base.

The Company's approach is underpinned by:

- A commitment to operational excellence and continuous improvement;
- Compliance with applicable legal, regulatory, and contractual requirements, as maintained within the Company's Legal Register;
- Adherence to recognised industry standards, including information security and data protection frameworks; and
- Alignment with the principles of the United Nations Global Compact, including ethical conduct, labour standards, environmental responsibility, and anti-corruption.

Bluesource's long-standing partnership with Veritas, including its position as an early consulting partner for the Enterprise Vault platform, reflects its continued focus on delivering specialist expertise, trusted services, and long-term value to its clients.

This context supports the standards, policies, and expectations set out within this Handbook, which govern how employees contribute to the Company's objectives.

Pre-employment and starting work at Bluesource

4. Company Rules, Regulations, Terms and Conditions

When you join Bluesource, you are expected to familiarise yourself with the policies, procedures and working practices set out and or referenced in this Handbook. These reflect how the Company operates and the standards expected of everyone. If anything is unclear, you should speak to your Line Manager or HR.

The Company is responsible for providing a safe, secure and well-managed working environment. This includes setting clear policies and objectives, maintaining health and safety standards, and ensuring employees receive the training and information they need to perform their roles effectively. The Company also operates an Information Security Management System ("**ISMS**") to protect Company assets and the information entrusted to us.

Employees are expected to act responsibly and always follow Company policies. Employees must:

- follow agreed procedures and ways of working;
- use appropriate methods, tools, and equipment;
- report any health and safety concerns, risks, or incidents;
- raise any issues that could affect the Company, its customers, suppliers, or colleagues; and
- cooperate with the Company in meeting its legal and regulatory obligations, including supporting investigations where required.

The rules and standards in this Handbook do not form part of your contractual terms and conditions but represent the conduct expected of all employees. Failure to meet these standards may result in disciplinary action, up to and including dismissal.

This approach reflects the Company's commitment to responsible business practices, fair treatment of individuals, and compliance with applicable legislation and internationally recognised standards, including the United Nations Global Compact.

5. Previous Employment and Qualification Checks

The Company will only appoint individuals who have the appropriate qualifications, skills, and experience for the role. As part of the recruitment process, you may be asked to provide evidence of your:

- employment history (including references);
- academic or professional qualifications; and
- relevant certifications or training.

All information collected during recruitment and onboarding will be handled in accordance with UK data protection legislation, including the UK GDPR and the Data Protection Act 2018.

This means that:

- information will only be collected where necessary and relevant;
- it will be used fairly, lawfully, and transparently;
- access will be restricted to those who need it; and
- it will be retained only for as long as required.

All employees must also provide evidence of their right to work in the UK before employment can begin. Employment is conditional upon this requirement being satisfied in line with UK immigration legislation.

6. Security Checks

Due to the nature of the Company's work, including supporting public sector and regulated clients, appropriate pre-employment screening is carried out to ensure safe and responsible recruitment.

This may include Disclosure and Barring Service ("**DBS**") checks where appropriate to the role. The level of screening will always be proportionate and based on the responsibilities and risks associated with the position.

Where a DBS check is required:

- the certificate is issued directly to the individual;
- the Company will record limited details (such as certificate number and outcome);
- the certificate itself will not be retained; and
- all information will be handled in strict confidence.

Screening is conducted in line with:

- the Rehabilitation of Offenders Act 1974;
- UK data protection legislation; and
- the Company's commitment to fair and equal treatment.

This means that candidates and employees are treated fairly, and decisions are made proportionately and without unlawful discrimination. Employees are expected to cooperate with any reasonable checks required for their role.

These requirements form part of the Company's **Integrated Pre-Employment Screening Framework (see Section 1 - Introduction – Policy Application and Governance).**

7. Financial Checks (Credit, Sanctions and Fraud Screening)

Due to the nature of the Company's work, including supporting regulated clients and handling sensitive customer environments, the Company carries out financial background checks on all employees as part of its standard pre-employment screening process.

These checks are applied consistently across the workforce to support the Company's legal, regulatory, and contractual obligations, while helping to protect the business, its customers, and its reputation.

Financial checks may include:

- credit checks;
- sanctions screening; and
- fraud prevention checks (for example, CIFAS database checks).

Where a credit check is required, your prior consent will always be obtained.

These checks are carried out to:

- protect the Company and its customers from financial and regulatory risk;
- reduce the risk of fraud, financial crime, or conflicts of interest; and
- support compliance with contractual obligations and applicable regulations.

All checks are conducted in a way that is:

- fair, transparent, and proportionate to the Company's risk profile;
- applied consistently and without unlawful discrimination; and
- compliant with UK data protection legislation, including the UK GDPR and Data Protection Act 2018.

All information is treated in strict confidence and will only be accessed by individuals with a legitimate business need.

The Company relies on legitimate interests as the lawful basis for conducting such checks, balanced against the rights and freedoms of individuals.

Financial screening complements other pre-employment checks and supports the Company's obligations in relation to:

- financial crime prevention;
- regulatory and contractual compliance (particularly for regulated clients); and
- protection of Company and client assets.

These requirements form part of the Company's **Integrated Pre-Employment Screening Framework (see Section 1 - Introduction – Policy Application and Governance).**

8. Other Occupations

You must obtain written approval from Senior Management before taking on any additional employment, directorship, or business activity outside the Company, whether paid or unpaid.

This requirement is in place to ensure that:

- there is no conflict of interest;
- external work does not affect your performance or availability; and
- the Company's reputation and integrity are protected.

Each request will be considered on a case-by-case basis, and approval will only be granted where the Company's interests are not adversely affected.

Approval will be given to take up other employment or part-time commercial duties only in circumstances where the interests of the Company will not be prejudiced. Such approval will be provided at the discretion of the Senior Management.

9. Remuneration

Your pay consists of a basic salary and any additional payments such as bonus or commission, as set out in your Contract of Employment. Any changes to your pay will be confirmed to you in writing.

The Company is committed to paying employees fairly, transparently, and in compliance with UK legislation, including ensuring that all employees receive at least the applicable National Minimum Wage or National Living Wage at all times.

All pay decisions, including salary, bonus, and benefits, are applied consistently and without discrimination, in line with the Equality Act 2010 and the Company's commitment to fair and equitable treatment.

This section should be read in conjunction with the Company's **Minimum Wage and Remuneration Policy** (👉 Privacy & governance (web)), which provides further detail on pay principles and legal compliance.

Payment of Salary

Salary is normally paid on the 28th of each month and covers the period from the first to the last day of that month. Where the pay date falls on a weekend or public holiday, payment will usually be made on the preceding working day.

Employees who join the Company and provide all required payroll information before the 16th of the month will normally be paid within that month. Where this information is received later, payment may be made in the following payroll run.

Any back pay owed, including commission where applicable, will be processed in the next available salary run.

At the end of each tax year, employees will receive a P60 showing total pay and deductions. Payslips and P60s are issued electronically via the Company's payroll provider.

Payslips will comply with statutory requirements and detail pay, deductions, and net pay for each period.

Deductions from Pay

The Company will make deductions from pay as required or permitted by law. These may include:

- Income Tax (PAYE) and National Insurance contributions;
- pension contributions (including salary sacrifice arrangements);
- court orders or statutory deductions; and
- any other deductions authorised by the employee or set out in their Contract of Employment.

No deductions will be made unless they are required or permitted by law, set out in your contract, or authorised by you in advance.

Deductions may also apply on termination of employment, in accordance with the employee's Contract of Employment and applicable law. Further details are set out in **Section 59 - Final Pay**.

All deductions will be applied fairly, lawfully, and transparently. The Company will ensure that deductions or salary sacrifice arrangements do not reduce pay below the applicable National Minimum Wage or National Living Wage.

Bonus

Where you are eligible for a bonus, this will be governed by the Company's bonus scheme in place at that time and your Contract of Employment.

Key principles include:

- Bonus payments are non-contractual and discretionary, unless explicitly stated otherwise in your contract;
- Eligibility may depend on factors such as continued employment at the end of the financial year, successful completion of probation, and overall performance;
- Bonus may be reduced or withheld where there are upheld disciplinary outcomes or ongoing performance management concerns;
- Any bonus relating to part of a year may be considered on a pro-rata basis at the Company's discretion.

Bonuses are conditional on the following terms:

- **Employment** - Payment of the bonus will only be made if you are employed by the Company at the end of the applicable financial year, i.e., 30th September. If you are not employed with the Company after this date and are due a bonus for your contribution to the previous financial year, your payroll will need to be left open and your P45 delayed being issued until the bonus has been paid;
- **Probation** - Bonus is not eligible whilst on probation and the remaining part of the Bonus Period, where you were not on probation, will be paid pro-rata;
- **Disciplinary** - Bonus is not eligible where you are subject to the Company's disciplinary process, whereby the allegations are upheld. Any pro-rata bonus payment for periods of time during the Bonus Period where you were not subject to disciplinary proceedings, will be at the discretion of the Company; and
- **Performance** – If you are undergoing performance and/or capability management due to unsatisfactory job performance, your bonus will be suspended, in full or in part, for the duration of the performance management process.

If you are subject to performance management, you will be aware of this via formal notification of unsatisfactory performance by your Line Manager or Human Resources.

Bonus will be suspended from the month that the performance management process commences, inclusive, until the end of the month in which you are advised that your performance standard is acceptable. Any pro-rata bonus payment for periods of time during the Bonus Period where you were not subject to performance management, will be at the complete discretion of the Company.

Bonuses are awarded independently of any protected characteristic and in line with the Company's commitment to fair and non-discriminatory pay practices.

Any exercise of discretion will be reasonable, consistent, and based on objective business factors.
A copy of the applicable bonus scheme will be made available on the Company intranet and may be updated from time to time.

Payment of a bonus in one year does not create any entitlement to a bonus in future years.

Commission

The Company operates its remuneration practices in line with applicable legislation and recognised good practice, including:

- compliance with National Minimum Wage and National Living Wage requirements;
- adherence to equal pay and non-discrimination obligations;
- lawful and transparent deductions from pay; and
- fair and consistent application of bonus and commission arrangements.

The Company aims to ensure transparency in how pay is structured and applied across the organisation and will review remuneration practices periodically to maintain compliance and fairness.

10. Hours of Work

The Company's normal working hours are Monday to Friday, 9.00am to 5.30pm, including a one (1) hour unpaid lunch break (excluding UK Bank Holidays).

Your contractual hours of work are set out in your Contract of Employment and may vary depending on your role, business needs, or shift arrangements.

For full-time employees, this typically equates to 37.5 hours per week. The Company will ensure compliance with the Working Time Regulations 1998, including the maximum average working week of 48 hours, unless you have voluntarily agreed in writing to opt out.

You may withdraw your opt-out agreement at any time by providing the required notice in accordance with your contract or applicable legislation.

The Company may reasonably require flexibility in working hours to meet operational and customer requirements.

This may occasionally include working outside normal hours, such as evenings or weekends. Where this is required, it will be managed fairly, proportionately, and in line with your role, and the Company will seek to minimise the frequency and duration of such work wherever practicable.

Working arrangements are designed to ensure compliance with applicable legislation, including minimum wage and working time requirements, and to support employee wellbeing.

Overtime arrangements, where applicable, are set out separately in the Company's **Overtime Policy (see Section 13)**.

11. Lunch Breaks

Employees are entitled to take rest breaks during the working day in accordance with the Working Time Regulations 1998. Where more than six hours are worked in a day, this includes a minimum uninterrupted rest break of 20 minutes.

The Company provides a standard one-hour lunch break, which should normally be taken between 12pm and 2pm at a time agreed with your Line Manager. Breaks should be scheduled to ensure appropriate coverage within teams.

Employees are expected to take their full break entitlement to support rest, wellbeing, and safe working practices.

Managers are responsible for ensuring that employees can take their statutory rest breaks in practice.

Break Use and Working Through Breaks

Breaks are unpaid and are intended to allow employees to rest away from work duties. As such:

- employees should not routinely work through their breaks;
- where working through a break is required for business reasons, this must be agreed in advance with the Line Manager; and
- where a break cannot be taken due to operational requirements, alternative arrangements (such as taking the break later in the day) should be made wherever reasonably practicable.

Compensation and Payment

Lunch breaks are unpaid. Additional payment or time off in lieu is not normally provided where an employee chooses not to take their full break.

However, where an employee is required by the Company to work during their break, the time will be treated as working time and managed in line with the Company's working time, overtime, or time-off-in-lieu arrangements, as applicable.

Refusal to Take Breaks

Employees are expected to take rest breaks in line with this policy. Repeated or unreasonable refusal to take breaks, or consistently working through breaks without agreement, may be addressed by the Company as a health, safety, and wellbeing matter.

12. Attendance, Punctuality and Lateness

Attendance and punctuality are important to the effective operation of the Company and to maintaining a professional working environment. When employees are late or absent, it can impact service delivery, increase workload for colleagues, and affect the Company's reputation with customers and partners.

Employees are expected to attend work as scheduled and to be ready to start work at their agreed start time. If you are unable to attend work, or expect to be late, you must inform your Line Manager (or meeting organiser where applicable) as soon as reasonably practicable, and normally no later than 30 minutes before your expected start time. You should provide an appropriate explanation and keep your manager updated where necessary.

Where lateness occurs, the Company may take reasonable steps to address it, which may include:

- asking employees to make up lost time where appropriate and agreed with their Line Manager; or
- making deductions from pay where permitted by law and in accordance with the employee's contract of employment.

Any such action will be applied fairly, consistently, and in line with applicable legislation, including ensuring that pay does not fall below the National Minimum Wage or National Living Wage.

Persistent or repeated lateness may be managed under the Company's disciplinary procedures, in line with ACAS guidance and the Company's commitment to fair and transparent processes.

The Company may monitor attendance and punctuality to support effective workforce management, ensure service delivery, and enable flexible and hybrid working arrangements. Any monitoring will be carried out proportionately, transparently, and in accordance with data protection legislation.

Employees are expected to act responsibly and work in line with Company standards, contributing to a positive and professional working environment.

13. Overtime Policy - Working Outside Normal Hours or Away from Home

Purpose

This policy sets out how overtime is managed and, where applicable, paid or compensated. It provides clear guidance to employees, Line Managers, and Payroll to ensure that additional working hours are handled consistently, fairly, and in line with Company requirements and applicable legislation.

This policy should be read alongside the following sections of this handbook:

- **Working Time (Section 10)**;
- **Remuneration (Section 9)**; and
- **Expenses (Section 31)**.

Principles

Your normal working hours are set out in your Contract of Employment. However, due to the nature of the Company's work and customer requirements, there may be occasions where you are required to work additional hours.

Any requirement to work outside of normal hours will:

- be reasonable and proportionate to the needs of the business;
- take into account employee wellbeing and working time limits; and
- be managed in accordance with the Working Time Regulations 1998.

Where additional hours are required, the Company may:

- pay overtime (where eligibility is set out in the Contract of Employment); or
- provide time off in lieu (TOIL), where agreed with the Line Manager.

There is no obligation on the Company to provide overtime, and not all roles will be eligible for overtime payments.

All overtime must be agreed with your Line Manager in advance wherever reasonably practicable.

Overtime claims must be submitted and authorised within established payroll timelines to ensure timely payment.

Where overtime is worked, it will be recorded accurately and paid or compensated in accordance with this policy.

The Company will ensure that working patterns, including overtime, do not result in pay falling below the applicable National Minimum Wage or National Living Wage

Responsibilities

- **Employees are responsible for**:
  - ensuring overtime is approved in advance where possible;
  - submitting overtime claims accurately and on time;
  - complying with this policy; and
  - following any on-call or rota arrangements where applicable.

- **Line Managers are responsible for**:
  - approving overtime only where necessary;
  - ensuring overtime is reasonable, proportionate, and compliant with working time requirements;
  - monitoring workloads to avoid excessive working hours; and
  - ensuring claims are reviewed and authorised promptly.

- **Payroll is responsible for:**
  - processing authorised overtime payments accurately and in the next available payroll cycle; and

- ensuring correct application of pay and deductions in line with Company policy and legislation.

Overtime Rates

Where your Contract of Employment provides for overtime eligibility, overtime will be paid for hours worked in excess of 37.5 hours per week, unless otherwise agreed, at the following rates:

Overtime Occurs	Rate
After work hours Monday to Thursday	1x
After work hours Friday	1.5x
Saturday work	1.5x
Sunday work	2x
Bank Holiday	2x

Where overtime spans different rate periods (for example, across midnight), the applicable rate will be applied to the relevant hours worked.

Overtime is typically paid one month in arrears following approval.

Time Off in Lieu (TOIL)

Where TOIL is agreed instead of payment:

- Time off in lieu will normally be provided at a 1:1 rate, unless otherwise agreed;
- TOIL must be approved by the Line Manager; and
- TOIL should be taken within a reasonable period, subject to business needs.

Working Beyond Normal Hours

Occasionally, work may extend beyond normal working hours as part of operational requirements. Where this is planned in advance, employees may, with the agreement of their Line Manager, adjust working hours to balance time worked.

Where unplanned additional time is worked, this may be compensated through overtime or TOIL, subject to agreement.

Travel and Out-of-Hours Working

Travel time between your home and your normal place of work is not treated as working time or overtime.

Where travel is required as part of your role outside of normal working hours, the Company will apply a fair and consistent approach based on the nature of the work being undertaken.

In general:

- travel undertaken as part of a planned assignment during the working day will be treated as normal working time;
- travel outside normal working hours will not usually be treated as working time or overtime, unless it forms part of a call-out, support activity, or other business-critical requirement;
- where an employee is required to respond to an out-of-hours call-out or urgent business need, working time will be treated as starting from departure to return home, where appropriate.

Where travel falls outside normal expectations - for example, involving unusually long journeys or significant disruption outside normal hours - Line Managers will consider appropriate treatment on a case-by-case basis. This may include:

- payment of overtime (where eligible);
- time off in lieu (TOIL); or
- adjustment of working hours to maintain a reasonable work-life balance.

All travel expenses must be claimed and processed separately in accordance with the Company's **Expenses and Travel Policy (see Section 31),** which governs reimbursement of costs such as transport, accommodation, and subsistence.

Travel arrangements should, where reasonably practicable, be planned to:

- minimise the need for excessive out-of-hours working;
- reduce disruption to employees; and
- ensure compliance with working time and rest requirements.

The Company will ensure that working patterns, including travel and overtime, are managed in a way that is fair, proportionate, and compliant with applicable legislation, including working time and minimum wage requirements.

Additional Guidance

- Overtime must not be worked without approval unless in exceptional circumstances;
- Employees should raise any concerns regarding workload or excessive working hours with their Line Manager; and
- Working time and overtime arrangements will be reviewed periodically to ensure compliance with legal requirements and to support employee wellbeing.

This policy should be read in conjunction with the Company's Remuneration and Hours of Work sections of this Handbook **(see Section 9 and Section 10 respectively).**

14. Place of Work and Hybrid Working

14.1. Location

Your contracted place of work will be set out in your Contract of Employment. The Company operates a hybrid working model, which allows eligible employees to work remotely for part of their working time, subject to business needs and role requirements.

Further details, including eligibility criteria and expectations, are set out in the Company's **Hybrid Working Policy**, which is available on the intranet or as otherwise communicated. **(** Hybrid Working Policy (intranet)).

Hybrid working arrangements are designed to support flexibility while ensuring effective collaboration, service delivery, and operational performance. Employees may be required to attend the Company's office or other locations where reasonably necessary, including for meetings, training, team activities, or client requirements.

Nothing in this section affects an employee's statutory rights to request flexible working under UK legislation **(see Section 15 – Flexible Working)**.

Health, Safety and Working Environment

The Company has a legal duty to ensure, so far as reasonably practicable, the health, safety, and wellbeing of its employees, including when working remotely. Employees also have a responsibility to take reasonable care of their own working environment.

To support this:

- Employees must complete a **Home Worker Risk Assessment Questionnaire** sent out periodically by HR via MS Forms, or similar assessment;
- remote working environments must be safe, suitable, and appropriate for the work being carried out; and
- any concerns relating to health, safety, or wellbeing must be raised promptly with a Line Manager or HR.

Hybrid Working Arrangements

Hybrid working arrangements are agreed between the employee and the Company and are subject to regular review to ensure they remain appropriate.

While the Company aims to support flexible working wherever reasonably practicable, hybrid working is not a contractual entitlement unless explicitly stated in the Contract of Employment.

The Company may review or adjust hybrid working arrangements where there is a legitimate business reason to do so. This may include, for example:

- changes in role or business requirements;
- performance or conduct concerns;
- training, supervision, or team integration needs;
- changes in team structure or operational priorities; or
- client or project requirements.

Any changes to hybrid working arrangements will be managed fairly, reasonably, and in line with Company policies and applicable employment law.

Suitability and Review

Hybrid working may not be suitable in all circumstances. Where a remote working arrangement is no longer appropriate, the Company will discuss this with the employee and consider any relevant factors, including performance, wellbeing, and operational requirements.

In some cases, hybrid working arrangements may be withdrawn or adjusted where necessary. This will be handled proportionately and, where appropriate, in line with the Company's performance management or disciplinary procedures.

Office-Based Working

The Company recognises that some employees may prefer or need to work from the office on a full-time basis. The Company's office will remain available and fully equipped to support employees in carrying out their roles on-site.

14.2. Working Outside the United Kingdom – Prior Authorisation Required

Employees must not carry out work for the Company from outside the United Kingdom without obtaining explicit written authorisation in advance. This requirement applies regardless of whether the employee is travelling for business, working remotely, extending a personal trip, or seeking to work while overseas during a holiday or period of approved annual leave.

For the purposes of this section, "working outside the United Kingdom" includes accessing Company systems, email, Teams, files, client environments, service platforms, support tools, confidential information, personal data, or any Company-managed application while physically located outside the UK, where this is done for work purposes.

Approval must be requested and granted separately for each occasion. Approval for one overseas working arrangement does not create any ongoing permission, precedent, contractual entitlement, or expectation that future requests will be approved. Each request will be assessed on its own facts, including the proposed country or territory, duration, business need, employee role, client or contractual obligations, information security requirements, data protection implications, tax/payroll considerations, insurance position, health and safety considerations, and the legal or regulatory requirements in force at the relevant time.

The Company may refuse, restrict, amend, or withdraw permission to work outside the UK where it considers this necessary to protect the Company, its clients, employees, information assets, or legal and contractual position. Approval may also be subject to conditions, including restrictions on the systems or data that may be accessed, minimum security requirements, use of Company-managed devices only, prohibition on public or shared networks, limitation to specific dates, or confirmation that no client-restricted data or systems will be accessed from the proposed location.

Reasons for this requirement

Working from outside the UK can create legal, contractual, operational, information security, and data protection risks for the Company. These may include, but are not limited to:

- **Client and contractual restrictions** – certain customer contracts, supplier agreements, confidentiality obligations, service requirements, or regulated client expectations may restrict

where services are delivered from, where data is accessed, or which jurisdictions may be involved in providing support or processing activity.

- **Information security risk** – overseas working may increase the risk of unauthorised access, device loss or theft, insecure networks, reduced ability to support or recover devices, exposure to local surveillance or access laws, and non-compliance with Company security policies, including access control, acceptable use, endpoint security, encryption, authentication, and incident reporting requirements.
- **Data protection and privacy risk** – accessing, viewing, processing, storing, transmitting, or making personal data available from another country may create additional data protection considerations, including whether any international transfer, restricted transfer, or additional safeguard assessment is required under UK data protection law.
- **Tax, payroll, employment, and social security implications** – working overseas may create tax, payroll, social security, immigration, employment law, or local registration obligations for the employee and/or the Company, depending on the country, duration, and nature of the work.
- **Regulatory and legal uncertainty** – local laws may restrict remote work, require permits or visas, impose data access or tax obligations, or create legal exposure that the Company has not agreed to accept.
- **Operational and insurance considerations** – overseas working may affect working hours, service coverage, incident response, business continuity, health and safety obligations, travel insurance, employer liability cover, and the Company's ability to provide support.

Request and approval process

Employees who wish to work outside the UK must submit a request to their Line Manager and Human Resources in advance, providing:

- the country or countries from which work is proposed;
- the proposed start and end dates;
- the reason for the request;
- the nature of the work to be undertaken;
- the systems, applications, data, client environments, or information expected to be accessed;
- whether any customer, regulated, confidential, or personal data will be accessed;
- confirmation that only Company-approved devices and security controls will be used; and
- any other information reasonably required by the Company to assess the request.

Requests must not be treated as approved unless written approval has been provided by the Company. Approval may require input from Senior Management, Human Resources, Operations, Information Security, Finance, or external advisers, depending on the circumstances.

Employees must not assume that work can be performed overseas simply because they are able to access Company systems remotely, because they have previously worked remotely in the UK, because they are on holiday, or because a previous overseas working request was approved.

Conditions of approved overseas working

Where approval is granted, employees must:

- work only from the approved location(s) and only during the approved dates;

- comply with all Company policies, including the Information Security, Acceptable Use, Access Control, Password, Mobile Device, Endpoint Security, Confidentiality, Data Classification, Data Protection, and Working from Home requirements;
- use only Company-approved devices, applications, connectivity methods, and security controls;
- immediately report any loss, theft, compromise, suspected unauthorised access, data protection incident, or security concern;
- comply with any restrictions imposed as part of the approval;
- ensure that working arrangements do not interfere with approved annual leave, rest periods, wellbeing, or working time requirements; and
- stop working from the overseas location immediately if instructed to do so by the Company.

Any approval is conditional on the Company's assessment at the time it is granted. If circumstances change, including changes in location, duration, legislation, client requirements, security risk, data protection position, contractual obligations, sanctions status, travel advice, or operational need, the Company may require the employee to cease working overseas or return to the UK before undertaking further work.

Unauthorised overseas working

Working outside the UK without prior written approval may be treated as a breach of Company policy and may result in disciplinary action. This includes accessing Company systems, data, email, client environments, or work applications from overseas without permission, even where the employee is on holiday or the work activity is brief.

Where unauthorised overseas working creates or may create contractual, legal, information security, tax, payroll, regulatory, or data protection exposure, the Company may also take additional action to protect its position, including restricting system access, notifying relevant internal stakeholders, investigating the circumstances, requiring deletion or return of data, reporting security or data protection incidents where required, and taking appropriate management or disciplinary action.

This section should be read in conjunction with **Section 14 – Place of Work and Hybrid Working**, **Section 19 – Working from Home**, **Section 51 – Information Security**, and **Section 52.6 – Personal Information, Data Protection and Privacy**.

15. Flexible Working

Flexible working is a way of working that supports an employee's individual needs while enabling the Company to continue to operate effectively. This may include, for example, hybrid working arrangements **(see Section 14),** flexible start and finish times, or adjusted working patterns.

All employees have the legal right to request flexible working from the first day of employment. Flexible working requests must be made in accordance with statutory requirements and Company procedures.

The Company will consider all flexible working requests fairly and reasonably, considering both the needs of the employee and the operational requirements of the business. Where appropriate, the Company may discuss alternative arrangements with the employee before reaching a decision.

A request may be refused for legitimate business reasons, as set out in UK legislation. These may include, for example:

- the impact on service delivery or customer requirements;
- the ability to meet team or operational needs;
- performance, quality, or productivity considerations; or
- the cost or practicality of implementing the proposed arrangement.

Where a request is declined, the Company will provide an explanation and will aim to ensure decisions are made consistently, transparently, and without discrimination.

Hybrid working arrangements, where applicable, are governed separately under the Company's **Hybrid Working Policy** and may be available without a formal statutory application, subject to eligibility and business needs.

Flexible working arrangements are subject to review and may be adjusted where there is a change in role requirements, business needs, or operational priorities. Any such changes will be managed reasonably and in line with Company policies and applicable employment law.

Employees may make up to two statutory flexible working requests in a 12-month period, in line with current legislation.

Further information on flexible working, including the types of arrangements available and how to make a request, can be found on the Government website: 👉 Flexible working guidance (web).

16. Probation Period

The purpose of the probation period is to provide a structured period of onboarding, support, and assessment to ensure that employees can meet the required standards of performance and conduct for their role.

At the time of joining the Company, employees will normally be subject to a probation period as set out in their Contract of Employment. The standard probation period is **five (5) months**, unless otherwise agreed, as per the Company's **Probation and Performance Improvement Policy** (👉 Probation Policy and Supporting documents (intranet)).

The probation timeline looks like this:

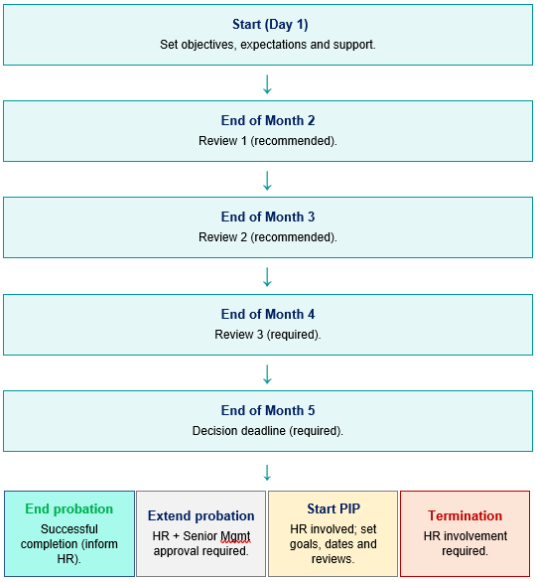

Figure 2: Probation Timeline

Probation Process and Reviews

The probation period is managed through a structured review process designed to provide regular feedback, support, and clear expectations.

Key principles include:

- performance expectations are clearly defined at the outset;
- feedback is provided regularly to support development and improvement;
- formal reviews are carried out at key stages of the probation period; and
- all outcomes are documented and managed in line with Company procedures.

A formal decision regarding the outcome of probation will be made by the end of the probation period, with input from Human Resources where required.

Probation Outcomes

Following review, one of the following outcomes may apply:

- successful completion of probation;
- extension of the probation period (subject to approval and clear objectives);
- implementation of a Performance Improvement Plan (PIP); or
- termination of employment.

Where performance concerns are identified, the Company will seek to provide reasonable support, feedback, and opportunity to improve before making a final decision, where appropriate.

Where a worker is an employee of our business partner Cloud Bridge (hired exclusively for Bluesource in the Philippines), reviews and outcomes are in collaboration with Cloud Bridge's HR department.

Extension of Probation

In some circumstances, the probation period may be extended to allow additional time to assess performance or support improvement.

Any extension will:

- be discussed with the employee;
- include clear expectations and review points; and
- be approved in line with Company policy, with HR involvement where required.

Performance Improvement

Where performance does not meet the required standard, a Performance Improvement Plan (PIP) may be introduced. A PIP is a structured process designed to support improvement and is not a disciplinary action.

Fairness and Decision-Making

All probation decisions will be made:

- fairly, consistently, and based on objective evidence;
- in line with Company procedures and applicable employment law; and
- with appropriate involvement from HR for extensions, formal actions, and termination decisions (in collaboration with Cloud Bridge, where relevant).

Further Information

The probation process, including review timelines and documentation requirements, is set out in the Company's **Probation and Performance Improvement Policy.** Employees and Line Managers are expected to follow this process.

17. Company Benefits

17.1. Introduction to benefits

The Company offers a range of benefits to its employees (including those on fixed-term contracts). These benefits may be reviewed and amended from time to time at the sole discretion of the Company.

Certain benefits may not be available in all circumstances, including where an employee:

- is working a notice period;
- is subject to performance or capability management;
- is subject to disciplinary proceedings; or
- is within their probation period.

United Nations Global Compact Principles in Employee Benefits

The Company's approach to employee benefits is aligned with the United Nations Global Compact (UNGC) principles, particularly those relating to human rights and labour standards. Key principles reflected in the Company's benefits offering include:

- **Principles 1 & 2 - Human Rights** - The Company supports and respects the protection of internationally recognised human rights by providing benefits that promote employee health, wellbeing, and overall quality of life. This includes access to healthcare support, employee assistance programmes, and wellbeing initiatives.

- **Principles 3–6 – Labour Standards** - The Company is committed to fair, responsible, and inclusive employment practices. Benefits are designed to support:

  - Fair and equitable treatment of all employees
  - Safe and healthy working conditions
  - Work-life balance, including leave and flexible working provisions
  - Employee development and long-term wellbeing

- **Principle 6 – Elimination of Discrimination in Employment** - Employee benefits are applied consistently and without discrimination, in line with the Equality Act 2010 and the Company's Equality Policy, ensuring all employees have fair access based on role and eligibility, not personal characteristics.

The Company encourages all employees to make appropriate use of the benefits available to them as part of a responsible and supportive working environment.

17.2. Company Pension (Salary Sacrifice)

As your employer, the Company is required to comply with its duties under the Pensions Act 2008 and associated pension regulations. These duties include assessing all workers and automatically enrolling those who meet the statutory criteria into a workplace pension scheme.

Automatic Enrolment

Eligible Jobholders (as defined below) will be automatically enrolled into the Company's workplace pension scheme.

Where enrolled, a salary sacrifice arrangement will apply, under which:

- a minimum of 5% of qualifying earnings is sacrificed from your gross salary in exchange for the Company paying an equivalent amount in to your pension; and
- the Company will contribute 4% of qualifying earnings into your pension as an employer contribution.

Contributions will be made in accordance with applicable legislation and scheme rules.

An "**Eligible Jobholder"** is an individual who:

- earns above the statutory earnings threshold (currently £10,000 per annum, subject to change);
- is aged 22 or over; and
- is below State Pension Age (as defined by current UK legislation).

Joining the Scheme (Non-Eligible Workers)

If you are not eligible for automatic enrolment, you may still have the right to join the scheme voluntarily.

Employees aged between 16 and 74 may opt in to the scheme.

Where statutory criteria are met (including minimum earnings thresholds), the Company will also make employer contributions in accordance with legislation.

To opt in, you must submit a written request to Human Resources confirming your intention to join the workplace pension scheme.

Contributions

Under the salary sacrifice arrangement:

- your pension contribution is deducted from your gross salary before tax and National Insurance; and
- the Company pays the sacrificed amount into your pension on your behalf, together with its employer contribution.

These arrangements will be reflected in your payslip and processed through the Company's payroll in accordance with applicable legislation and internal payroll procedures.

You may choose to make additional voluntary contributions; however, the Company will not match contributions above the statutory, scheme minimum, or its employer contribution.

If you opt out of the scheme or cease contributing, employer contributions will also cease in accordance with pension legislation and scheme rules.

Important Note – Salary Sacrifice

Participation in a salary sacrifice arrangement may affect your gross contractual salary and could have implications for:

- statutory payments (e.g. Statutory Sick Pay, Statutory Maternity Pay);
- tax and National Insurance;
- pensionable earnings and certain financial assessments (e.g. mortgage applications).

Any changes will be applied in the next available payroll cycle and reflected in your payslip in accordance with Company payroll procedures.

Employees should consider these implications carefully before participating.

To amend or cease salary sacrifice (without opting out of the pension scheme), you must follow the process set out on the Company intranet and submit the required form to Human Resources.

Opting Out

If you are automatically enrolled, you have the legal right to opt out of the pension scheme.

You may opt out within one month of receiving your enrolment information from the pension provider and if you opt out within this period, any contributions deducted will be refunded in full and you will be treated as if you had never been a member of the scheme.

Opt-out requests must be made directly with the pension provider (Aviva). In line with regulatory requirements, the Company cannot process opt-outs on your behalf.

The decision to opt out must be made independently. The Company will not encourage or induce any employee to opt out of pension membership.

You cannot opt out before being formally enrolled.

If you do not wish to opt out completely, you may instead:

- suspend salary sacrifice contributions; or
- request a temporary suspension of pension contributions (see below).

Temporary Suspension of Salary Sacrifice Contributions

Employees may choose to temporarily stop making pension contributions via salary sacrifice without opting out of the Company's workplace pension scheme.

This option allows you to remain a member of the pension scheme while changing the method by which contributions are made.

How Suspension Works

Where you elect to temporarily suspend salary sacrifice:

- your salary sacrifice arrangement will cease in the next available payroll cycle;
- your gross contractual salary will revert to its pre-sacrifice level; and
- your pension contributions will continue to be made directly from your pay via payroll deductions, subject to scheme rules.

This represents a change to how your remuneration is structured and will be reflected in your payslip.

This also represents a variation to your contractual terms and conditions, which you agree to by submitting the relevant form.

How to Request Suspension

Should you wish to stop paying into your pension via salary sacrifice, without opting out altogether, you must complete the relevant form and submit it to Human Resources:

Complete Salary Sacrifice Opt-Out / Change Form (intranet)

The form confirms that:

- you understand the impact of ending the salary sacrifice arrangement;
- you agree to the resulting change to your contractual pay; and
- you will continue pension contributions via standard payroll deduction unless otherwise requested.

Temporary Suspension of Pension Contributions (Contribution Freeze)

In certain circumstances, employees may request to temporarily stop making pension contributions altogether, while remaining enrolled in the pension scheme.

This means:

- employee pension contributions will cease for an agreed temporary period;
- employer contributions will also cease where no employee contributions are made, in line with pension scheme rules; and
- no pension deductions will be made through payroll during the agreed suspension period.

You will remain an active member of the scheme unless you formally opt out with the pension provider.

This option is intended for short-term financial or personal circumstances and will be considered on a case-by-case basis, subject to applicable legislation and scheme rules.

Requests for a temporary suspension of pension contributions must be made in writing to Human Resources and may require completion of the relevant form and confirmation of the employee's understanding of the implications.

The Company reserves the right to limit the duration or frequency of such arrangements in line with its legal obligations under auto-enrolment legislation.

This arrangement does not remove the Company's obligation to re-assess eligibility for pension contributions under auto-enrolment legislation.

Legal and Regulatory Considerations

Any temporary suspension of pension contributions is subject to the rules of the Company's pension scheme, applicable legislation, and guidance issued by The Pensions Regulator.

The Company reserves the right to limit, refuse, or vary any request for a temporary suspension of contributions where necessary to ensure compliance with its statutory duties, including automatic enrolment obligations under the Pensions Act 2008.

Employees should be aware that:

- the Company is required to automatically assess and, where applicable, re-enrol eligible employees into pension contributions in accordance with legislation;
- any temporary suspension of contributions may be overridden where required to meet minimum contribution or re-enrolment obligations;
- contribution suspensions may be time-limited and subject to periodic review;
- pension scheme rules may not permit indefinite or repeated suspension of contributions without formal opt-out; and
- any changes to pension contributions will be processed in line with payroll cycles and may take effect from the next available salary payment.

Nothing in this section creates a contractual right to suspend pension contributions, and all such arrangements are subject to Company approval and ongoing legal compliance.

Employees are encouraged to consider the long-term financial implications of suspending contributions and to seek independent financial advice where appropriate.

Important Information

- Suspending salary sacrifice does not constitute opting out of the pension scheme.
- A temporary suspension of contributions is not the same as opting out and may be subject to restrictions under pension scheme rules.
- You will remain enrolled in the scheme unless you formally opt out through the pension provider.

- Future re-enrolment duties may still apply under the Pensions Act 2008.
- Stopping pension contributions may impact your long-term financial position, and independent financial advice should be considered.

Reinstating Contributions

If you wish to resume pension contributions or salary sacrifice at a later date, you may do so in accordance with the Company's pension procedures and pension scheme rules.

Any changes will be subject to payroll processing timelines and will be reflected in the next available salary payment.

Financial Advice

The Company does not provide financial advice on pension arrangements or their suitability.

If you require guidance on pension saving, opting out, or contribution levels, you should seek advice from an independent financial adviser or an appropriately qualified professional.

All pension deductions and adjustments are made in accordance with applicable legislation and the Company's payroll and remuneration policies.

Pension Scheme Administration

The Company has appointed Workplace Pensions Direct as its pension advisers and Aviva as its pension provider.

Workplace Pensions Direct supports the Company in meeting its statutory pension duties. Any individual financial advice provided to employees is separate and must be arranged directly with the adviser.

Further details about the pension scheme, auto-enrolment, and your rights and responsibilities are available from Human Resources and on the Company intranet.

Pension Contributions During Family Leave

Pension contributions during periods of statutory leave (including maternity, paternity, and shared parental leave) will be managed in accordance with applicable legislation and pension scheme rules.

Further information is available via: MoneyHelper guidance on pensions during leave (web).

17.3. Private Medical Benefit Scheme

The Company provides all employees with a Company-funded Private Medical Insurance ("PMI") scheme through BUPA. This includes access to a range of healthcare and wellbeing services, such as an Employee Assistance Programme (EAP), Doctor at Hand (virtual GP services), and a variety of additional health-related benefits and discounts.

This benefit is designed to support employee wellbeing by providing timely access to medical advice, diagnosis, and treatment, helping employees to maintain their health, reduce time away from work, and support overall quality of life.

In line with the Company's commitment to responsible employment practices and the principles of the United Nations Global Compact (including promoting employee wellbeing and fair labour standards), employees are encouraged to make full use of this benefit where appropriate.

Further details of the scheme, including coverage, exclusions, and how to access services, are available on the Company intranet: BUPA Private Medical Scheme details (intranet).

While the cost of PMI cover for employees is fully funded by the Company, employees may choose to extend cover to their partner and/or children. Additional premiums for partner and/or dependants will be deducted from salary at a discounted group rate, as follows:

- Couple cover – 2x employee premium (covering employee and partner)
- Family cover* – 2.5x employee premium (covering employee, partner, and child/ren)
- Single Parent cover* – 1.7x employee premium (covering employee and child/ren)

* For both **Family Cover** and **Single Parent Cover**, children are eligible for cover up to the age of 24. Upon reaching their 24th birthday, Bupa will automatically apply an adult premium rate unless the child is removed from the policy.

Employees should liaise with HR in advance of this age threshold to review options, obtain an updated quotation, and, where appropriate, arrange for the removal of the child from the policy. Cover beyond age 24 will result in an increased deduction from salary.

Employees should note that Company-funded medical insurance is treated as a taxable benefit under UK legislation and may have implications for Income Tax and National Insurance. Employees are encouraged to consider their individual circumstances.

Participation in the PMI scheme is optional, and employees may elect to opt out if they do not wish to receive this benefit. However, employees are encouraged to carefully consider the value of the cover provided before doing so.

For further information, or to enrol, amend cover, or opt out, please contact Human Resources.

17.4. Mobile Phone

To support safe working practices and the effective delivery of services, the Company may provide employees with a mobile phone where this is necessary for business purposes. Provision of a Company mobile phone will be assessed on a case-by-case basis, taking into account the requirements of the role, operational need, and risk profile.

Depending on your employment contract and role, you may be assigned a Company mobile phone.

The need for a mobile phone will be determined by your Line Manager and may include roles such as:

- Senior Managers;
- Account Managers and Account Directors;
- Marketing Managers;
- HR Managers;

- Service Centre Technical Analysts (including those on-call);
- Service Delivery Managers;
- Consultants; and
- Other roles where justified by business need

Authorisation must be obtained from your Line Manager prior to purchase. All Company mobile phones must be procured through the Operations Team and devices will normally be standardised against approved models on the Android platform, to Company-approved specifications.

The Company reserves the right to determine appropriate models and configurations, which is subject to change.

Where an employee requests a non-standard device, the Company may require a one-off contribution to cover the difference in cost. All devices remain the sole property of the Company.

Company mobile phones, SIM cards, and associated numbers remain Company property at all times and must be returned on request or upon termination of employment.

Bring Your Own Device (BYOD)

Employees may use their own mobile device ("Bring Your Own Device" or "BYOD") for work purposes, subject to compliance with the Company's Information Security requirements and in particular the Company's **End User Device Policy** (Individual Information Security Policies (intranet)).

Access to Company systems and data will only be permitted where:

- the device meets Company security standards or Cyber Essentials Plus (operating system is up to data and supported, and the device model is still supported by the manufacturer and receiving security updates); and
- the employee has accepted the relevant BYOD terms, including Mobile Device Management (e.g. Microsoft Intune).

Further details are set out in **Section 51.7 – Mobile Device and Endpoint Security**.

The Company will not reimburse costs associated with BYOD use, including (but not limited to) repairs, loss, theft, data usage, or call charges.

Health, Safety and Legal Responsibilities (Mobile Phone Use)

The Company is committed to ensuring the health, safety, and wellbeing of its employees and others who may be affected by its activities, in accordance with:

- Health and Safety at Work etc. Act 1974;
- Management of Health and Safety at Work Regulations 1999; and
- Road Traffic Act 1988 and associated legislation.

Use Whilst Driving (Strict Prohibition)

The use of handheld mobile phones while driving is illegal in the UK and poses a significant safety risk.

The Company enforces a strict prohibition on the use of mobile phones whilst driving, including:

- making or receiving calls
- sending or reading messages, emails, or notifications; and
- using apps or adjusting the device in any way.

Employees must:

- stop in a safe and legal location before using a mobile device; or
- use alternative arrangements (e.g. voicemail, delaying communication)

Employees are not expected or required to make or receive calls while driving. Work-related demands must never compromise safety or legal compliance.

Any employee who breaches this requirement does so in violation of Company policy and relevant legislation and may be subject to disciplinary action.

Safe Use and Responsibilities

All mobile phones (Company-owned or BYOD) must be used:

- in a safe, secure, and controlled manner;
- in compliance with Company policies, including:
  - **Acceptable Use Policy**;
  - **Information Security Policies**; and
  - **End User Device Security Policy**.

Employees are responsible for:

- safeguarding devices against loss, theft, or misuse;
- not leaving devices unattended (particularly in vehicles);
- ensuring business use is appropriate and proportionate; and
- prioritising secure corporate communication tools (e.g. Teams, landlines) where possible.

Any misuse (intentional or negligent) may result in disciplinary action and recovery of associated costs.

Loss, Damage and Incident Reporting

Any loss, theft, or damage must be reported immediately to:

- the Line Manager; and
- the Head of Operations (to enable security incident logging).

Repair or replacement of devices will be managed by the Operations Team. Where damage results from misuse or negligence, the Company reserves the right to recover associated costs.

The Company may, at its discretion, recover the cost of lost or stolen devices if the employee is negligent.

Data Security and Information Protection

In line with the Company's Information Security Management System (ISMS):

- Company data must only be stored within Company-managed environments on the device;
- No Company data (emails, contacts, files) should be stored outside managed applications or containers;
- Devices must be secured using:
  - PIN or password (minimum requirement); or
  - preferably biometric authentication.
- Data must be backed up to approved Company systems (e.g. OneDrive).

Failure to comply may result in disciplinary action and potential data protection consequences.

Use of Company SIMs and Cost Control

Company SIMs may support international usage; however, employees must:

- minimise call duration where possible;
- avoid directory enquiries and premium-rate services (except emergencies);
- prioritise Wi-Fi usage over mobile data where available; and
- obtain approval before enabling international data roaming.

Personal use is limited to reasonable UK usage. The Company monitors usage and may take action where usage is excessive, including recovery of costs.

Employees may be required to reimburse the Company for unauthorised or excessive overseas usage.

17.5. Cycle to Work Scheme

The Company offers a Cycle to Work scheme to support employee health and wellbeing, while promoting environmentally sustainable commuting, in line with the Company's environmental commitments and the United Nations Global Compact (UNGC) Principles 7–9, which focus on environmental responsibility and the adoption of environmentally friendly practices.

The scheme is available to eligible full-time, part-time, and fixed-term employees, subject to successful completion of their probation period, provided that the individual's employment is expected to continue for the duration of the hire agreement and participation does not reduce their pay below the applicable National Minimum Wage.

The scheme operates through a salary sacrifice arrangement, enabling employees to hire a bicycle and associated safety equipment through the Company and spread the cost over an agreed period, typically resulting in savings on Income Tax and National Insurance.

Under the scheme:

- employees apply for a voucher to the agreed value;
- the voucher is used to obtain a bicycle and/or approved equipment from a participating retailer; and
- repayments are made through salary sacrifice over the agreed hire period.

The scheme is intended to support:

- employee health, fitness, and wellbeing;
- environmentally responsible travel; and
- reduced commuting costs.

Scheme availability may vary depending on provider arrangements and operational requirements and may not be open continuously throughout the year.

Employees are encouraged to consider and take advantage of the scheme where appropriate.

For further information on eligibility, current availability, and how to apply, please contact Human Resources.

17.6. Sales Assist Bonus

For members of staff outside of the Sales team in delivery, admin, and support roles, including those in Consulting, Operations and the SMC, the Company has introduced a bonus scheme to incentivise introducing new opportunities to bluesource - this includes introducing brand new customers and up-selling/cross-selling into our existing customers.

There are three general categories:

- new customer – you introduce bluesource to a brand-new customer. They will be allocated an account manager, as per the normal sales process, so you won't be expected to manage the account yourself
- cross sell – you are onsite delivering a technology and/or providing remote support and you uncover a new opportunity, for another one of our services, that the account manager has not previously discussed with them
- up sell – for a new scope of work that you influenced while on site (or remote) doing the initial piece of work

Please note:

- Each bonus payment is calculated as 2.5% of Gross Profit and capped at £1250 per engagement. The 2.5% is off the bottom line and is not taken from the salesperson's commission.
- Each bonus is paid monthly in arrears after the customer has been invoiced, so for example for March 2026, the payment will be in April 2026 (or in the following month after the invoice has been sent to the customer)
- The bonus scheme does not apply to any renewals
- The bonus scheme does not apply to any deals that you were formally engaged in a presales capacity or service review
- The bonus payment can be shared between two or more individuals, but presales, practice leads, and senior management are excluded

- Up Sell is typically for an additional (new) scope of work that was not previously discussed or planned. It does not apply:
  - the next logical phase of a project that had already been discussed, or
  - an uplift e.g., an increase in resources/licenses.
- Cross-sell and introducing a new customer are usually slightly easier to adjudicate; you can appreciate there will always be an element of subjectivity with an 'upsell'. We can't envisage every possible scenario and outcome, so there will be an element of 'subjective review' and 'in the spirit of the scheme' to classify and approve payment. If it does become too onerous to administer and causes discord, the Company will need to withdraw this scheme.
- The Company reserves the right to review, amend and withdraw this non-contractual bonus at any time.

If you believe you qualify for any of the above, please complete the "Sales Assist lead" form, which is a fillable PDF form, located within the 'Company Sales Assist' Team site.

All bonus payments are subject to applicable statutory deductions, including Income Tax and National Insurance, and will be processed through payroll. Bonus payments are non-contractual and are not pensionable, and do not give rise to any additional employer or employee contributions, except where required by applicable legislation.

17.7. Staff Introduction Incentive Scheme

Introduction

As part of our recruitment strategy the Company actively encourages the introduction of personal contacts of existing employees for employment with the Company.

To incentivise and encourage all employees to introduce friends, family and former colleagues as potential employees, the Company offers this Staff Introduction Incentive Scheme.

Normally family members cannot work in a supervisory capacity over one another, please refer to your Line Manager for further guidance.

Referrals must be made for advertised vacancies.

This scheme is non-contractual and operated totally at the discretion of the Company. This scheme may be reviewed at any time.

Recruitment Process

Staff referral is just one method used by the Company to attract high quality staff.

Staff referrals must meet the essential criteria indicated on the job description/profile and have the relevant experience /skills to perform the job competently.

Those candidates referred through this scheme will be subject to the same selection process as applicants sourced from other recruitment methods (for example newspaper advertisements, internet job boards etc.).

Eligibility

- All company employees are eligible to participate in the scheme.
- To be able to claim the reward, the nominator must have made initial contact with the candidate and confirmed that they are interested in the vacancy and obtained and forwarded the candidates CV to the Recruiting Line Manager. It is entirely at the discretion of the Company as to whether an applicant is interviewed or offered a job.
- If more than one nominator refers the same candidate and that candidate is successful the nominator who made the referral first and followed the correct process will be eligible to claim the reward, subject to the terms and conditions of this scheme.
- The candidate must be recruited into a position within 6 months of the initial referral. After this 6-month period if the referral is not renewed, no reward will be payable on the successful placement.

Reward

- **For Permanent Vacancies**:
  The successful placement of a referral in a permanent role will lead to a reward payment of £1,500.00

- **For Fixed Term Vacancies:**
  The successful placement of a referral in a fixed term role will lead to a pro-rata payment being made dependent on the length of the fixed term (for example, for a 6-month fixed term contract) 50% of the reward payment would be paid of £750.

  If the candidate's fixed term contract is extended a further pro-rata reward payment will be paid up to a maximum aggregate amount of £1,500.00

  If the candidate on a fixed term contract subsequently accepts a permanent role, the balance between £1,500.00 and what has already been paid to the nominator will be paid.

- **For Enhanced Reward:**
  A higher reward payment may be offered for certain positions (for example those positions that have been open for over 2 months). This decision is at the sole discretion of the Company.

Payment Terms

- The reward payment will be paid to the nominator in the month following the successful completion of the candidate's probationary period (normally 6 months) or any extension of it.
- For permanent members of staff, the payment will be made through the normal payroll.
- At the time of payment, both the nominator and candidate must still be employed by the Company and not under termination of notice or be working any notice period, except in the case of compulsory redundancy.

Please note that all reward payments are subject to applicable statutory deductions, including Income Tax and National Insurance, and will be processed through the Company's payroll.

All payments under this scheme are non-contractual, are not pensionable, and do not give rise to any additional employer or employee contributions, except where required by applicable legislation.

Not Eligible for Payment

The reward payment will not be made:

- For the referral of employees already employed by the Company, whether on a permanent or fixed term basis (unless originally referred by the nominator as above in the case of fixed term employees).
- Correct process has not been followed.
- If a recruitment agency fee is incurred.
- If the nominator is not an employee of the Company, unless approved for inclusion by Senior Management.
- For the referral of former employees who were made redundant within 4 weeks of the referral.

How to Claim

- Employee must confirm candidate interest and obtain their resume.
- Employee must complete Reward Nomination Form which is available from HR.
- Employee must provide a copy of candidate's resume and nomination form to Recruiting Manager.
- If the referred candidate is successful, the reward payment will be paid to the nominator in the month following the successful completion of the candidate's probationary period (normally 3 or 6 months) or any extension of it through the normal payroll.

18. Performance Appraisal and Performance Management Process

The Company believes that all employees have a contribution to make in supporting the aims and objectives of the business. To support this, the Company is committed to a structured performance management process that enables the setting of individual objectives, development planning, and the provision of regular and meaningful performance feedback.

Performance management is an ongoing process. Informal feedback is provided on a continuous basis, with encouragement, recognition, and constructive guidance given where appropriate. Employees are expected to actively engage in this process and take ownership of their performance, development, and continuous improvement.

The Company's approach is aligned with its commitment to fair, responsible, and consistent employment practices, including the principles of the United Nations Global Compact (UNGC).

This includes treating employees with dignity and respect, supporting development, and ensuring that performance is managed objectively and without discrimination.

The formal performance management cycle typically follows an annual process, beginning when an individual joins the Company, and usually be evaluated once a year, or more frequently during the probation period or were an employee is on a performance improvement plan (**PIP**).

In practice, the performance management process includes:

- setting clear, measurable objectives aligned to business goals;
- regular check-ins between employees and Line Managers;
- ongoing feedback and support to enable performance and development; and
- formal performance reviews to assess progress and outcomes.

During a formal performance review, the Line Manager will discuss with the employee:

- performance against agreed objectives;
- achievements and areas for improvement;
- skills development and career progression; and
- objectives and development plans for the next review period.

All performance assessments will be conducted fairly, consistently, and based on objective evidence, in line with Company policy and applicable employment legislation.

Salary review discussions, where appropriate, may take place as part of the performance review process. Any such decisions will be based on performance, role requirements, and business considerations, and will be applied in a fair and non-discriminatory manner.

Where performance does not meet the required standards, the Company will seek to address this through supportive performance management measures. This may include the introduction of a Performance Improvement Plan (PIP) in line with the Company's capability procedures.

Further details of the formal capability and performance improvement process, including escalation stages and potential outcomes, are set out in the **Capability (Performance Management) procedure (see Section 46.3)** and the Company's **Probation and Performance Improvement Policy**, where applicable.

19. Working from Home

Where employees are permitted to work from home - whether under hybrid working, flexible working, or as otherwise agreed - the work carried out is typically low-risk, office-based activity.

19.1. Health and Safety Responsibilities

The Company has a duty to ensure, so far as reasonably practicable, the health, safety, and wellbeing of employees (see **Section 20 – Health and Safety** and **Section 14 – Hybrid Working**). This duty extends to homeworking arrangements.

Employees are responsible for:

- taking reasonable care of their own health and safety;

- ensuring that their home working environment is safe and suitable for the work being undertaken; and
- cooperating with the Company in completing any required assessments or controls.

19.2. Home Working Environment and Risk Assessment

Employees may be required to complete a **Home Worker Risk Assessment Questionnaire** (or equivalent), as referenced in the Company's **Hybrid Working Policy**, to confirm that their working environment:

- is safe, suitable, and appropriately set up;
- provides adequate space, lighting, ventilation, and ergonomics; and
- does not present avoidable risks to health, safety, or wellbeing.

Where concerns are identified, employees must raise these promptly with their Line Manager or HR.

19.3. Equipment and Safety

The Company is responsible for ensuring that equipment it provides is safe and suitable for use. Employees must:

- use Company equipment in accordance with instructions;
- take reasonable care of equipment to prevent damage, loss, or misuse; and
- immediately report any faults, damage, or safety concerns and cease using unsafe equipment.

19.4. Information Security and Protection of Equipment

Employees must ensure that Company equipment and information are always protected when working remotely, in line with the Company's **Information Security requirements (Section 51)**.

This includes:

- maintaining physical security of devices;
- preventing unauthorised access to Company systems and data; and
- complying with all applicable information security policies, including acceptable use and device security requirements.

19.5. Further Guidance

Further requirements relating to:

- health and safety are set out in **Section 20**;
- hybrid and remote working arrangements are set out in **Section 14** and the **Hybrid Working Policy**; and
- information security controls are set out in **Section 51** and associated policies.

Failure to comply with these requirements, or failure to maintain a safe and suitable working environment, may result in remote or hybrid working arrangements being reviewed or withdrawn.

Remote or hybrid working from outside the United Kingdom is not permitted unless explicitly authorised in advance in accordance with **Section 14.2 – Working Outside the United Kingdom – Prior Authorisation Required**.

20. Health and Safety

The Company has a legal duty to ensure, so far as reasonably practicable, the health, safety, and welfare of its employees and any other persons who may be affected by its activities. This includes employees, contractors, visitors, and members of the public.

The Company is committed to maintaining a safe and healthy working environment and to meeting its obligations under applicable legislation, including the Health and Safety at Work etc. Act 1974 and associated regulations.

Health and safety risks are considered alongside information security and operational risks as part of the Company's overall governance and risk management framework.

Figure 3: Employee Health & Safety Control Model showing alignment between operational controls, governance framework, and legal and ethical obligations.

20.1. Alignment with Ethical and International Standards

The Company's approach to health and safety is aligned with the principles of the United Nations Global Compact (UNGC), in particular:

- **Principles 1 & 2 – Human Rights -** Supporting and respecting the protection of internationally recognised human rights, including the right to safe and healthy working conditions;

- **Principles 3–6 – Labour Standard -** Promoting safe working environments, responsible employment practices, and the wellbeing of employees across all working environments.

Health and safety forms a core part of the Company's broader commitment to responsible business conduct, ethical operations, and regulatory compliance.

20.2. Health and Safety Management Framework

The Company operates a formal Health and Safety management framework, as defined in its **Health and Safety Policy** (Health and Safety Policy (Intranet)), which provides the structure for how risks are managed and controlled across the organisation.

At a high level, this framework includes:

- a structured approach to identifying, assessing, and managing health and safety risks;
- clearly defined roles and responsibilities across all levels of the organisation;
- procedures for incident reporting, investigation, and corrective action;
- provision of appropriate training, information, and supervision; and
- ongoing monitoring and review to support continuous improvement.

20.3. Roles and Responsibilities

Health and safety is a shared responsibility:

- **The Company is responsible for:**
  - providing and maintaining a safe working environment;
  - ensuring safe systems of work are in place;
  - implementing proportionate controls based on identified risks;
  - providing appropriate training, instruction, and supervision; and
  - complying with all applicable health and safety legislation.

- **Employees are responsible for:**
  - taking reasonable care of their own health and safety and that of others;
  - following Company policies, procedures, and instructions;
  - using equipment, systems, and facilities safely;
  - reporting hazards, risks, incidents, or concerns promptly; and
  - cooperating with the Company in fulfilling its health and safety obligations.

20.4. Working Environment

The Company's health and safety responsibilities apply across all working environments, including:

- office-based operations;
- remote and hybrid working arrangements (**see Section 14 and Section 19**); and
- customer or third-party locations where work is undertaken.

Specific requirements relating to:

- remote working and home environments are set out in **Section 19 – Working from Home**;
- hybrid working arrangements are set out in **Section 14 – Place of Work and Hybrid Working**; and
- fire safety are set out in **Section 21 – Fire Safety**.

20.5. Incident Reporting and Compliance

All employees must:

- report any accidents, incidents, hazards, or near misses as soon as reasonably practicable; and
- cooperate fully with any health and safety investigations or corrective actions.

Failure to comply with health and safety requirements may result in disciplinary action in accordance with **Section 46 – Disciplinary Procedures**.

20.6. Further Information

Full details of the Company's health and safety arrangements, including specific procedures and responsibilities, are set out in the **Health and Safety Policy**: 👉 Health and Safety Policy (Intranet).

21. Fire Safety

It is Company policy to protect the welfare of employees, visitors, and contractors by preventing fire risks and ensuring safe evacuation in the event of a fire, in accordance with applicable legislation.

21.1. Alignment with Legal and Ethical Standards

The Company complies with UK fire safety legislation, including the Regulatory Reform (Fire Safety) Order 2005 and supporting regulations, which establish a risk-based approach to managing fire safety and place duties on the designated Responsible Person.

The Company's approach is also aligned with the United Nations Global Compact (UNGC) principles, in particular:

- Principles 1 & 2 – Human Rights: ensuring safe and healthy working conditions; and
- Principles 3–6 – Labour Standards: maintaining safe workplaces and protecting employee wellbeing.

21.2. Fire Safety Management Framework

The Company operates a formal fire safety management framework as set out in the **Fire Safety Policy**, which defines how fire risks are identified, managed, and controlled.

At a high level, this includes:

- completion and regular review of fire risk assessments;

- implementation of appropriate fire prevention and protection measures;
- provision of fire detection, alarm systems, and safe escape routes; and
- training of employees and designated fire marshals to support evacuation procedures.

The Fire Safety Policy is reviewed annually and must be understood by all employees.

21.3. Roles and Responsibilities

Fire safety is a shared responsibility:

- **The Company (as Responsible Person) is responsible for:**
  - assessing fire risks and implementing appropriate controls;
  - ensuring safe escape routes and emergency procedures are in place;
  - providing training, instruction, and fire safety equipment; and
  - maintaining fire detection, warning, and protection systems.

- **Employees are responsible for:**
  - taking reasonable care for their own safety and that of others;
  - cooperating with fire safety arrangements and procedures;
  - reporting fire hazards, risks, or concerns promptly; and
  - following evacuation instructions in the event of an alarm.

Where required, employees must also support fire marshal activities.

With hybrid working, there may not always be a recognised Fire Marshall in the office so all employees should complete online Fire Marshall training to ensure they can step into the role as necessary in an emergency. The most senior person in the office and/or meeting host should take authority and report back to Operations.

21.4. Emergency Response Expectations

In the event of a fire alarm:

- the Company's Fire Action Plan must be followed;
- all occupants must evacuate immediately using the nearest available exit;
- employees must follow instructions from fire marshals or those coordinating the evacuation;
- no individual should place themselves or others at risk; and
- re-entry to the building is only permitted when authorised.

Figure 4: Fire Action Plan (from Fire Safety Policy)

Individuals who refuse to evacuate must not delay evacuation efforts and their presence must be reported to the Fire and Rescue Service and management. Their conduct shall be recorded and **Section 21.5** shall apply.

21.5. Conduct and Compliance

Failure to comply with fire safety procedures may:

- endanger others;
- breach statutory duties under fire safety legislation; and
- result in disciplinary action in accordance with Company procedures.

21.6. Further Information

Full details of fire safety arrangements, including:

- fire marshal roles;
- evacuation procedures;
- fire equipment; and
- fire risk assessment controls

are set out in the Fire Safety Policy: Fire Safety Policy (Intranet).

22. Environmental Policy

The Company is committed to operating in an environmentally responsible and sustainable manner. This includes complying with environmental legislation, reducing waste and emissions, promoting recycling, and integrating environmental considerations into business decisions. All employees are expected to contribute to minimising environmental impact and supporting initiatives.

Further detail, including employee responsibilities, waste management practices, and the Company's alignment with United Nations Global Compact (UNGC) Principles 7–9, is set out in the Company's **Environmental Policy:** 👉 Environmental Policy (Intranet).

23. Sustainability

The Company is committed to responsible and sustainable business practices aligned with the United Nations Global Compact (UNGC) Principles, forming a core part of its Corporate Social Responsibility (CSR) approach.

This includes:

- minimising environmental and resource impacts;
- supporting employee, customer, and community wellbeing;
- promoting ethical business practices, including anti-corruption; and
- integrating sustainability considerations into decision-making across operations and supply chains.

All employees are expected to work in line with these principles and support the Company's commitment to sustainable and responsible business conduct.

Further details, including governance, responsibilities, and practical initiatives, are set out in the Company's **Sustainability Policy**: 👉 Sustainability Policy (Intranet).

24. Training and Development Policy

24.1. Overview

Employee development is a vital element of the Company's performance, resilience, and long-term success. The Company is committed to ensuring that all employees have the knowledge, skills, and experience required to perform their roles effectively and support business objectives.

Training and development are continuous processes designed to:

- enable employees to perform their current roles effectively and adapt to changes in the business;
- support progression into roles of greater responsibility; and
- develop individual capability in alignment with both organisational needs and personal development goals.

24.2. Alignment with Ethical Commitments

The Company's approach to training and development aligns with the United Nations Global Compact (UNGC) principles, particularly:

- Principles 1 & 2 (Human Rights): supporting employee dignity, development, and fair access to opportunities;
- Principles 3–6 (Labour Standards): promoting responsible employment practices, including skills development, fair opportunity, and long-term employability.

Training opportunities will be provided fairly, consistently, and without discrimination, in line with the Equality Act 2010 and the Company's **Equality Policy** Equality, Diversity and Inclusion Policy (Intranet).

24.3. Responsibilities

Employee development is a shared responsibility:

- Employees are responsible for:
  - actively engaging in training and development opportunities;
  - identifying development needs;
  - applying learning in their role.
- Line Managers are responsible for:
  - identifying training needs through performance reviews and ongoing discussions;
  - ensuring employees have appropriate development plans;
  - supporting fair and consistent access to training opportunities.

24.4. Training and Development Process

Training needs are typically identified through:

- performance appraisals;
- regular 1:1 discussions; and
- changes in role or business requirements.

Where appropriate, employees may apply for training assistance, subject to Line Manager approval.

The Company may support both formal and informal learning, including courses, certifications, and on-the-job development.

24.5. Sponsored Training and Cost Recovery

Where the Company funds external training, the following principles apply:

- study and examination leave will normally be granted for the first attempt;
- continued funding is subject to successful completion and satisfactory performance; and
- where an employee leaves the Company within a defined period following funded training, reasonable cost recovery may apply, as follows:

Timing of Departure	Repayment
Within 3 months	100%
Within 6 months	50%
Within 12 months	25%

No repayment will apply where training has been undertaken at the request of the Company or where otherwise agreed.

All cost recovery arrangements will be applied fairly, proportionately, and in line with employment law.

25. Variation and Changes in Conditions of Employment

The Company reserves the right to update employment agreements as reasonably necessary, such as for any subsequent changes in role, responsibilities, and job title, etc., in accordance with statute and Company requirements. Any variations and changes to your individual terms and conditions of employment will be notified to you in writing within one (1) month of the change(s).

Any changes will be implemented reasonably and, where appropriate, following consultation with the employee in line with applicable employment law.

26. Changes to personal details

It is important for the administration of the Company's payroll, National Insurance and Company pension, etc., that correct personal records are maintained. Employees are therefore required to inform the Company of any changes as soon as possible that relate to personal details such as marriage, change of name, address, telephone number, change to emergency contact details, banks accounts, etc. Employees can make changes to their personal details by contacting HR.

All personal information will be processed in accordance with the Company's Data Protection and Privacy requirements **(see Section 52.6)** and applicable legislation, including the UK GDPR and Data Protection Act 2018.

Employees should contact HMRC with any change of circumstances on 0845 3000 627 or send them an email by following the instructions on their website: Tell HMRC about a change to your personal details (web).

27. Employment of Relatives

Relatives of employees are normally eligible for employment providing they meet required standards and there are no potential conflicts of interest (also see **Section 28 - Relationships** and **Section 29 –**

Employment Changes Due to Conflicts of Interest). Their appointment must be approved by Senior Management.

Related employees or those who have a close personal relationship may not work in positions where one individual might be able to assign, check, process, review, approve or affect the work of the other, nor can they work in areas where one might influence the salary or career progress of the other.

This section should be read alongside the Company's **Conflict of Interest (see Section 52.4 – Anti-bribery and Corruption)** and **Code of Conduct (see section 32.1)** requirements.

28. Relationships

This section sets out expectations regarding personal relationships to ensure that conflicts of interest are managed appropriately and that all employees are treated fairly, consistently, and without bias.

This approach supports the Company's commitment to respectful working relationships and aligns with the United Nations Global Compact (UNGC) principles on human rights and non-discrimination.

External Relationships

Any dealings or personal relationships between Company employees and outside organisations in which they have a direct, indirect, or family connection must be fully disclosed to Senior Management either on joining or when the relationship arises.

This is necessary to identify and manage any actual or perceived conflict of interest.

Relationships in the workplace

Personal relationships between employees are not prohibited. However, where such relationships exist, employees must disclose them to their Line Manager where there is a potential conflict of interest or risk to the business.

This includes situations where:

- one individual has line management responsibility for another;
- there is access to sensitive or confidential information; or
- the relationship may influence decision-making or workplace behaviour.

Without appropriate management, such relationships may:

- create real or perceived bias or conflicts of interest;
- lead to inappropriate influence over work, decisions, or access to information; or
- impact team dynamics and the working environment.

Whilst respecting individuals' right to privacy, disclosure is required to enable the Company to maintain a fair, safe, and professional environment and to prevent conflicts, misconduct, or inappropriate behaviour. All disclosures will be handled sensitively and confidentially.

Failure to disclose a relevant personal relationship may be treated as a disciplinary matter.

Definition of Personal Relationships

For the purposes of this Handbook, a personal relationship may include:

- family relationships (e.g. spouse, partner, sibling);
- co-habiting or ongoing personal relationships (e.g. dating); or
- financial relationships (e.g. loans, tenancy arrangements).

These examples are not exhaustive and employees who have a personal relationship with another Company employee are advised to consider carefully whether there is a potential for conflict of interest.

29. Employment Changes due to Conflicts of Interest

Where a conflict of interest arises, the Company may take reasonable and proportionate steps to manage the risk.

This may include:

- changes to reporting lines;
- redeployment to another role or area; or
- other appropriate management actions.

Where a conflict cannot be effectively managed, further action may be required in line with Company procedures.

Further Information

This section should be read alongside the Company's **Code of Conduct**, **Equality Policy**, **Dignity at Work Policy**, and **Conflict of Interest requirements**.

30. Leave

30.1. Annual Leave Entitlement and Compliance

The Company recognises that rest, time away from work, and appropriate absence management are essential to employee wellbeing, health and safety, and sustainable performance.

All leave and absence arrangements are managed in accordance with:

- the Working Time Regulations 1998;
- the Employment Rights Act 1996;
- the Equality Act 2010; and
- other applicable legislation as identified within the Company's Legal Register.

The Company's approach is aligned with the United Nations Global Compact (UNGC) Principles 1–6, supporting:

- fair and equitable working conditions;
- employee wellbeing and health;
- non-discrimination; and
- work-life balance.

All leave will be managed:

- fairly and consistently;
- in line with operational requirements; and
- without unlawful discrimination.

Employees will not suffer detriment for taking lawful leave or reporting absence in good faith.

Leave year and system

Our leave year runs from **1 January to 31 December**. All leave requests (planned and, where applicable, unplanned absence records) must be submitted and managed using **E-days**

E-days leave system (web).

Payment for Leave

Annual leave is paid at the employee's normal rate of pay in accordance with statutory requirements.

On termination of employment:

- accrued but unused leave will be paid; and
- excess leave taken may be deducted from final salary, where permitted by law and the employee's contract.

Planning and notice (statutory baseline and Company standard)

Employees should request leave as far in advance as possible to support operational planning and fair access to leave. As a statutory baseline, workers are generally required to give notice at least **twice the length of the leave requested**, and employers may refuse/cancel leave by giving appropriate counter-notice (unless different notice rules apply under a relevant agreement/contract).

For day-to-day planning, the Company applies the following **standard notice expectations** through E-days:

- 1 to 2 days of leave: 1 week's notice;
- 3 to 4 days of leave: 2 weeks' notice; or
- 5 days or more of leave: 1 months' notice.

Exceptions

Under exceptional circumstances, the Company may agree a shorter notice period. This must be discussed with your Line Manager as early as possible, and approval must be obtained before you are absent, where practicable.

Approval, refusals and cancellations

Leave requests are submitted in E-days and routed to your Line Manager for approval. Approval is subject to operational requirements and maintaining service coverage. Where leave cannot be approved (or must be cancelled), the Company will act reasonably, apply decisions consistently, and provide the required notice under applicable rules. Employees should not make non-refundable travel commitments until leave has been approved.

Records and privacy

Leave and absence records are maintained for workforce planning, pay/benefits administration, and legal compliance, and are handled in accordance with the Company's employee privacy arrangements.

Absence types in E-days

When booking leave in E-days, select the most appropriate absence type from the list below:

PLANNED LEAVE			
Absence Type	**Can book own**	**Can book for reportee**	**Notes on usage**
Birthday	Yes	Yes	Birthday off – used to book your birthday off work so it does not come out of your leave entitlement
Business Trip	Yes	Yes	Used to show if you are away on official business
Career Breaks/Sabbaticals	Yes	Yes	To be used where the Company has agreed in writing for a career break/sabbatical to be taken.
Christmas Days Off	Yes	Yes	This is only available for the SMC Team and for those employees that are likely not to use the days assigned by the company but use them later on in agreement with their line manager.
Holiday (1 to 2 Days)	Yes	Yes	To be used where you are taking up to 2 days paid leave and sufficient notice is being given
Holiday (3 to 4 Days)	Yes	Yes	To be used where you are taking 3 or 4 days paid leave and sufficient notice is being given
Holiday (5 to 10 Days)	Yes	Yes	To be used where you are taking 5 to 10 days paid leave and sufficient notice is being given
Holiday (OUTSIDE OF NOTICE PERIOD)	Yes	Yes	To be used where you are taking paid leave without sufficient notice being given. Use only where approval has been granted despite shorter notice.

Jury Service	Yes	Yes	To be used where you are taking Jury service as arranged in advance with the Company
Maternity	Yes	Yes	To be used where you are taking Maternity leave as arranged in advance with the Company
Medical Appointment	Yes	Yes	This should be used for medical appointments as per Staff Handbook where less than ½ day is required off work.
Paternity	Yes	Yes	To be used where you are taking Paternity leave as arranged in advance with the Company
TOIL	No – report to approver	Yes	Can only be booked by your Approver. Used where TOIL has been agreed with the approver for time delivered outside of normal duties, etc.
Training	Yes	Yes	To be used for work related training approved by the Company
Unpaid Leave	No – report to approver	Yes	Can only be booked by your Approver for additional leave granted above annual entitlement

Table 5: Planned Leave Types in E-days

UNPLANNED LEAVE			
Absence Type	**Can book own**	**Can book for reportee**	**Notes on usage**
Agreed paid time off	No – report to approver	Yes	Can only be booked by your Approver. Used for additional leave agreed by the Company in addition to annual leave.
Bereavement	No – report to approver	Yes	Time off specifically for the death of a close family member. Can only be booked by your Approver. For non-immediate family, one of the holiday leave codes should be used, such as "Holiday (OUTSIDE OF NOTICE PERIOD)".
Compassionate Leave	No – report to approver	Yes	Time off granted for personal crises or family emergencies, not limi ted to death. Includes serious illness, miscarriage, or other persona l loss. Can only be booked by your Approver. For non-immediate family, one of the holiday leave codes should be used, such as "Holiday (OUTSIDE OF NOTICE PERIOD)".
Dependant Leave	Yes	Yes	Can only be used for unexpected emergency time off for dependants as defined in this Employee Handbook.
Medically Certified Leave	No – report to approver	Yes	Can only be booked by your Approver. Used where you have been medically signed off work and evidence has been submitted … for example: operation recovery
Sickness	No – report to approver	Yes	Can only be booked by your Approver. Used where you are off sick and unable to work. Needs to be reported as per staff handbook.
Unauthorised Absence	No – report to approver	Yes	Used by approver/management to record unexplained/un-approved absence from work
Unpaid Leave - Unplanned	No – report to approver	Yes	Can only be booked by your Approver for additional leave granted above annual entitlement

Table 6: Unplanned Leave Types in E-days

30.2. Annual Leave Entitlement

Statutory Entitlement

All employees are entitled to paid annual leave in accordance with the Working Time Regulations 1998, which provides a statutory minimum of **5.6 weeks' paid leave per leave year** (equivalent to 28 days for a full-time employee, inclusive of public holidays where applicable).

Under no circumstances will an employee's total annual leave entitlement fall below the statutory minimum.

Contractual Entitlement

Employees will receive annual leave entitlement as set out in their **Contract of Employment**, which may exceed statutory requirements.

Annual leave is calculated on a pro-rata basis:

- in the first and final year of employment; and
- where working patterns change.

Additional Annual Leave for Long Service

Employees are eligible for additional annual leave based on completed years of continuous service with the Company.

At the start of each leave year (1 January), an employee's annual leave entitlement will increase by one (1) day for each full year of service completed prior to the start of that leave year, up to a maximum total contractual entitlement of twenty-four (24) days (exclusive of public holidays, unless otherwise stated in the Contract of Employment).

For the purposes of this provision:

- A "**full year of service**" is defined as 12 months' continuous employment completed prior to 1 January of the relevant leave year; and
- Additional leave will only be applied from the first leave year following completion of the relevant service milestone.

Example:
An employee who commences employment on 1 July 2014 will complete one year of service on 1 July 2015. Their entitlement will increase by one (1) day from the start of the next full leave year, being 1 January 2016.

In limited circumstances, where an employee commences employment close to the start of a leave year (for example, in January), the Company may, at its discretion, award the first additional day of leave in the following leave year to ensure fair and proportionate application of this policy.

Any discretionary decisions under this provision will be:

- applied reasonably and consistently; and
- made without unlawful discrimination, in accordance with the Equality Act 2010.

30.3. Bank Holidays

Bank Holiday entitlement forms part of an employee's overall statutory annual leave entitlement and will be applied in a manner that ensures:

- compliance with the Working Time Regulations 1998; and
- no less favourable treatment under the Equality Act 2010.

The way Bank Holidays are treated differs depending on an employee's working pattern, as per the table and sub-sections below:

Working Pattern	Bank Holidays Treatment	Pro-Rata Applied To
5 days/week (full-time hours)	All Bank Holidays automatically given	N/A
5 days/week (reduced hours)	Full Bank Holidays retained	Total leave (not Bank Holidays)
<5 days/week (e.g. 3 days)	Pro-rata entitlement, included in leave	Bank Holidays + total leave

Full-Time Employees (Standard 5 days per week)

Full-time employees who work 5 days per week (e.g. Monday to Friday):

- will normally have Bank Holidays automatically recorded in the leave system;
- are not required to deduct these days from their annual leave allowance where provided in addition to entitlement; and
- where required to work on a Bank Holiday, will receive an alternative day of leave.

Part-Time Employees Working 5 Days Per Week (Reduced Hours)

Employees who work 5 days per week but reduced daily hours (e.g. shorter working days):

- are treated the same as full-time employees for the purposes of Bank Holidays, because they work across all Bank Holiday days;
- are entitled to Bank Holidays on the day they fall, without requiring pro-rating by days.

However, their total annual leave entitlement (including Bank Holidays) is pro-rated based on hours worked (relative to full-time hours).

Part-Time Employees (Fewer Than 5 Working Days Per Week)

Employees who work fewer than 5 days per week (e.g. 3 or 4 days):

- receive a pro-rated Bank Holiday entitlement, based on their working days;
- the Bank Holiday entitlement will be included within the employee's total annual leave allowance.

Application:

- If a Bank Holiday falls on a normal working day:
  - the day must be recorded as leave using the Company's leave system.
- If it falls on a non-working day:
  - no leave booking is required; and
  - the entitlement remains available for use at another time.

Worked Example (Illustrative Only):
A part-time employee working three (3) days per week will receive a pro-rata Bank Holiday entitlement equivalent to three-fifths (3/5) of the standard Bank Holiday allowance.

For example:

- if there are 8 Bank Holidays, the employee will receive 5 days' Bank Holiday entitlement (rounded appropriately);
- if a Bank Holiday falls on a normal working day, it must be booked as leave;

- if it falls on a non-working day, the entitlement remains available for use at another time.

General Principles

- Bank Holiday arrangements will be applied:
  - fairly and consistently; and
  - without unlawful discrimination.
- Operational requirements may require employees to work on Bank Holidays; where this occurs, appropriate alternative leave arrangements will be provided.

30.4. Taking Leave – Employer and Employee Responsibilities

Employees are responsible for:

- requesting leave in advance where possible;
- using their entitlement within the leave year; and
- complying with Company procedures.

The Company is responsible for:

- ensuring employees are given a reasonable opportunity to take their statutory leave;
- actively encouraging employees to take their entitlement; and
- ensuring working patterns do not prevent leave being taken.

Where statutory leave cannot reasonably be taken due to:

- business requirements;
- sickness absence; or
- statutory family leave;

carry-over will be permitted in accordance with applicable legislation.

30.5. Carry Over of Annual Leave

Unless otherwise required by law, employees may carry over a maximum of **5 days** of unused leave into the following leave year, subject to Line Manager approval.

However, statutory leave will be carried over where required by law, including circumstances where leave cannot reasonably be taken due to:

- long-term sickness;
- statutory family leave; or
- employer failure to provide reasonable opportunity to take leave.

Any carried-over leave must be used within the next leave year unless otherwise required by law.

30.6. Additional Christmas Two Days Off (Discretionary)

In addition to annual leave entitlement and Bank Holidays, the Company may, at its discretion, provide employees with two (2) additional days' paid leave during the Christmas period.

These days will be specified and communicated by the Company each year – typically these will be Christmas Eve and New Year's Eve, where they fall on a working day.

Operational Requirements

Due to business and service delivery requirements, it may not be possible for all employees to take these days at the same time.

Employees required to work during the designated period (for example, within service-based functions such as the Service Management Centre) will:

- be allocated a separate "Christmas Days" pot of 2 days in the Company's leave booking system (E-days) in lieu of the 2 days; and
- such days must be agreed with their Line Manager.

Where alternative days are provided, they should normally be taken within a reasonable timeframe, typically within one month, unless otherwise agreed.

Administration

The Company's leave system (E-days) will be updated to reflect the designated Christmas leave days.

Where alternative days apply, the appropriate leave must be recorded and approved in line with standard leave procedures, using the "Christmas Days" allocation.

Sickness During Christmas Leave

Where an employee is unable to take designated Christmas leave due to sickness absence:

- the affected day(s) may be reallocated as alternative leave;
- the employee must comply with the Company's Sickness Absence Reporting Procedures; and
- alternative leave must be taken within a reasonable timeframe, typically within one (1) month, unless otherwise agreed.

The reallocation of leave is subject to:

- Line Manager approval; and
- operational requirements.

This provision does not create an entitlement beyond the original discretionary leave allocation.

Non-Contractual Status

These additional Christmas leave days are:

- non-contractual; and
- provided at the sole discretion of the Company.

The Company reserves the right to:

- amend;
- withdraw; or
- vary the application of this benefit

at any time.

Eligibility and Withdrawal

The Company may withdraw or restrict access to this benefit (either generally or on an individual basis) where there is a legitimate business reason, including where an employee:

- is subject to formal performance or capability management;
- is subject to an active disciplinary process; or
- is serving a notice period.

Any such decisions will be:

- applied **fairly and consistently**; and
- made **without unlawful discrimination**, in accordance with the Equality Act 2010.

Scope of Application

- This benefit applies to employees engaged under a contract of employment, including fixed-term employees paid through the Company's payroll.
- It does not apply to contractors or agency workers, unless explicitly agreed in writing.

30.7. Birthday Leave (Discretionary)

The Company may, at its discretion, provide employees with one (1) additional day of paid leave to be taken in connection with their birthday, in addition to their annual leave entitlement.

This benefit is non-contractual and provided at the discretion of the Company.

Booking and Notice Requirements

- Birthday leave should be requested at least one week in advance;
- All requests must be submitted and approved via the Company's leave system (E-days);

- Approval is subject to operational requirements and team coverage.

Birthdays Falling on Non-Working Days

Where an employee's birthday falls on a non-working day:

- an alternative working day may be taken;
- this should normally be scheduled within 15 calendar days before or after the birthday; and
- the date must be agreed in advance with the Line Manager.

Operational Constraints

Where it is not reasonably practicable for an employee to take their birthday leave on the actual date due to business requirements:

- an alternative date will be agreed between the employee and their Line Manager; and
- such arrangements will be made fairly and in line with business needs.

Sickness on Birthday Leave

Where an employee is unable to take scheduled birthday leave due to sickness absence:

- an alternative date may be agreed with the Line Manager on return to work; and
- appropriate absence reporting requirements must be followed in line with the Company's Sickness Absence Policy.

Eligibility and Restrictions

Birthday leave will not normally be granted where an employee:

- is serving a contractual notice period; or
- is subject to formal disciplinary or capability procedures, where the Company determines there is a legitimate business reason.

Fair Application

All decisions relating to birthday leave will be:

- applied fairly and consistently; and
- made without unlawful discrimination, in accordance with the Equality Act 2010.

30.8. Absence due to Sickness or Injury

Introduction

The Company recognises that absence due to sickness or injury may arise during employment. This section sets out the procedures for reporting and managing absence, ensuring that it is handled in a fair, consistent, and legally compliant manner.

The Company's approach is aligned with its commitment to responsible employment practices and the United Nations Global Compact (UNGC) Principles, in particular:

- Principles 1 & 2 (Human Rights): supporting the health, dignity, and wellbeing of employees;
- Principles 3–6 (Labour Standards): promoting safe working conditions, fair treatment, and non-discrimination.

All absence management activities will be applied reasonably, proportionately, and without unlawful discrimination, including appropriate consideration of physical and mental health conditions.

Reporting Process

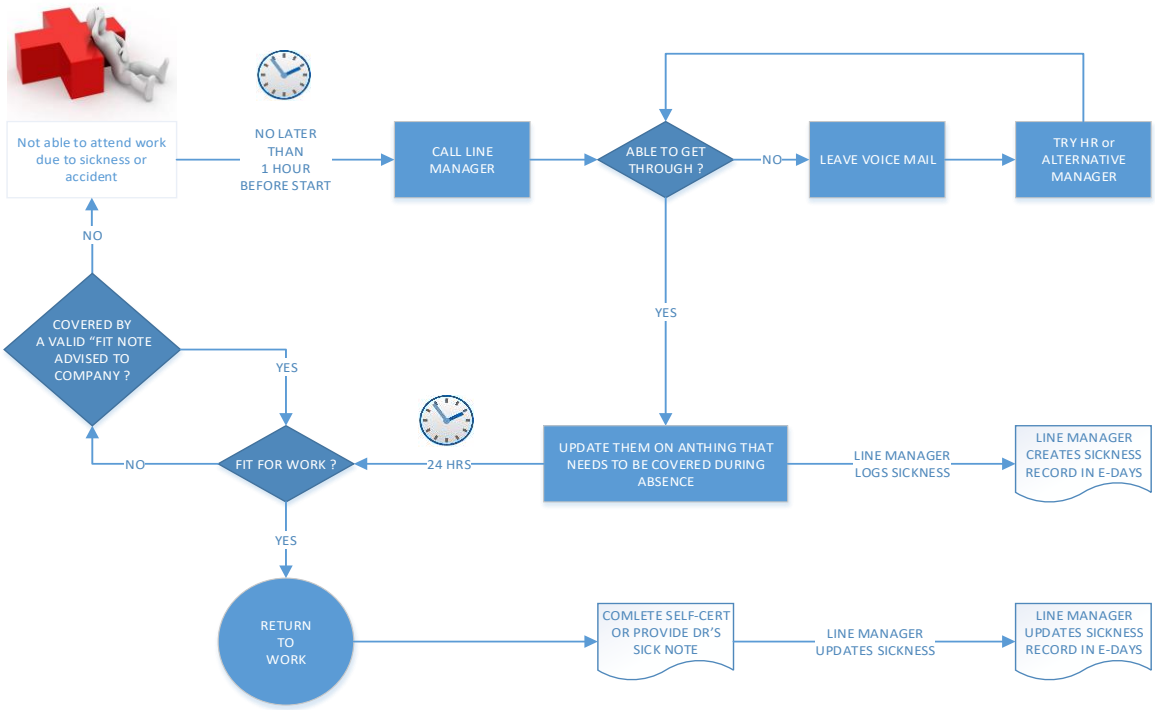

Figure 7: Overview of the Sickness process

Notification Requirements

If you are unable to attend work due to sickness, injury, or accident, you must make reasonable efforts to inform your Line Manager (or another appropriate manager) as soon as practicable, and normally before your expected start time on the first day of absence.

Where possible, notification should be made by telephone to ensure timely communication. However, where this is not reasonably practicable (for example, due to the nature of the illness), alternative methods may be used, followed by direct contact as soon as possible.

If you are unable to contact the Company personally, you should arrange for someone to do so on your behalf.

Failure to notify the Company without good reason may result in the absence being treated as unauthorised and may lead to disciplinary action.

Ongoing Communication

Employees are expected to maintain regular and reasonable contact with their Line Manager during periods of absence.

The frequency and method of contact will be agreed with your Line Manager and will take into account:

- the nature of your illness or condition;
- medical advice received; and
- your individual circumstances.

The aim of ongoing contact is to:

- provide updates on your condition;
- support your wellbeing and recovery; and
- plan for a safe return to work where appropriate.

Certification Requirements

- For absences of **7 calendar days or fewer**, you must complete a self-certification form via E-days.
- For absences of **more than 7 calendar days**, you must provide a fit note from a registered medical practitioner.
- Continued absence must be supported by ongoing fit notes where applicable.

Fit notes may indicate that you are either:

- "not fit for work"; or
- "may be fit for work."

Where a fit note indicates "may be fit for work," the Company will discuss reasonable adjustments where appropriate. If suitable adjustments cannot be agreed, the employee will be treated as not fit for work.

Recording and Return Documentation

- Absence must be recorded in the Company's leave system (E-days).

- A Return to Work form must be completed following all periods of sickness absence.

Return to Work Interview

Following any period of sickness absence, you may be asked to attend a return-to-work discussion with your Line Manager or HR.

These discussions are:

- supportive in nature;
- intended to understand the reasons for absence;
- used to identify any ongoing support or adjustments required; and
- not disciplinary in themselves.

Further Information on taking sick leave

Further details on taking sick leave can be found on the Government's website at:
https://www.gov.uk/taking-sick-leave.

Sickness or Injury in the workplace

Any workplace-related injury or illness must be reported as soon as reasonably practicable to your Line Manager and HR.

An Accident Report must be completed, and employees are required to cooperate with any investigation.

Where an injury involves a third-party and may lead to a claim, the Company must be notified promptly.

Sickness during Annual Leave

Where you become ill during approved annual leave and this is supported by appropriate medical evidence, you may be eligible to reclaim affected leave and treat it as sickness absence, subject to approval and compliance with notification procedures.

Company Sick Pay and Statutory Sick Pay ("SSP")

Subject to compliance with reporting and certification requirements:

- Eligible employees will receive:
  - **Company Sick Pay (CSP)** in accordance with Company policy; and/or
  - **Statutory Sick Pay (SSP)** in accordance with UK legislation.

- Company Sick Pay arrangements:
  - Are discretionary and non-contractual unless stated otherwise;
  - Will be applied fairly and consistently; and
  - Will always comply with statutory minimum requirements.

Any deductions or recovery of payments will only be made where:

- permitted by law;
- contractually authorised; and
- following a fair and reasonable investigation.

For further details on SSP, please refer to the Government's site at:
https://www.gov.uk/statutory-sick-pay (web).

Payroll Timing and Adjustments

Where a period of sickness absence occurs after payroll has already been processed and instructed, and Statutory Sick Pay (SSP) or any other adjustment is subsequently applicable, the Company will make any necessary corrections in the next available salary payment.

Such adjustments may include:

- SSP entitlement;
- Company Sick Pay adjustments; and
- any related deductions or recalculations required to ensure compliance with statutory and contractual pay requirements.

All adjustments will be applied:

- accurately and transparently;
- in accordance with UK payroll legislation and HMRC requirements; and
- without reducing pay below the applicable statutory minimum entitlements.

Working whilst not feeling well or sick (Presenteeism)

Employees should not attend or continue working (including remotely) where they are not fit to do so.

Where an employee feels able to work but not at full capacity:

- temporary adjustments may be considered;
- this must be agreed with the Line Manager; and
- a risk-based approach will be applied to protect health and safety.

Where a medical professional has certified an employee as **"not fit for work"** the employee must not work.

This approach also supports the prevention of illness transmission and the maintenance of a safe and healthy working environment.

Where there is a risk to the health and safety of the employee or others, the Company may require the employee to refrain from work or may implement a temporary suspension on medical or health and safety grounds.

This may include, for example:

- a "**medical suspension**", where an employee is at risk or could pose a risk, to a workplace exposure or condition; or
- a "**maternity suspension**", where risks cannot be adequately controlled in accordance with applicable legislation and could affect a pregnant employee.

Any such action will be:

- based on a risk assessment;
- proportionate and time-limited; and
- managed in accordance with health and safety and employment legislation.

Further details on medical suspension rights are available via Government guidance.
https://www.gov.uk/medical-suspensions-from-work (web).

Absence Monitoring

The Company monitors absence levels to identify patterns and provide appropriate support.

This may include the use of indicators such as the Bradford Factor Index.
https://www.bradfordfactorcalculator.com (web)

Important:

- Such indicators are used as guidance only and not as automatic triggers for disciplinary action;
- Any action will be based on individual circumstances, including:
  - medical evidence;
  - underlying conditions;
  - potential disability under the Equality Act 2010; and
  - any requirement for reasonable adjustments.

The Company operates a trigger level threshold based on the Bradford Factor Index.
https://www.bradfordfactorcalculator.com/

Short term absences

Where absence levels give cause for concern, the Company may:

- review attendance patterns;
- meet with the employee to understand underlying causes;
- consider medical advice or occupational health referral;
- agree improvement plans and review periods; and
- provide appropriate support.

Where no underlying medical condition is identified and attendance does not improve, the matter may be managed under the Company's disciplinary procedures.

Long Term Absence

Absence lasting **four weeks or more** may be treated as long-term sickness absence.

The Company will:

- maintain appropriate contact;
- seek medical guidance where appropriate;
- consider reasonable adjustments;
- explore alternative roles where practicable; and
- support a return to work where possible.

Where return to work is not feasible within a reasonable timeframe, the Company may consider capability-based outcomes, including termination of employment.

Any such decision will only be taken following:

- a fair and reasonable process;
- consultation with the employee;
- consideration of medical evidence; and
- compliance with employment law and equality obligations.

Medical evidence and Occupational Health

The Company may request medical advice or referral to an occupational health provider where appropriate.

Any medical assessment will be conducted:

- with the employee's informed consent;
- in accordance with the Access to Medical Reports Act 1988; and
- in line with data protection legislation.

Employees are expected to cooperate reasonably with such requests.

Where consent is not provided, decisions may be made based on the information reasonably available.

Access to medical reports

Where the Company seeks information from a medical practitioner:

- your explicit consent will be obtained;
- you have the right to:
  - view the report before it is shared;
  - request amendments; and
  - withhold consent.

- all information will be processed in accordance with UK GDPR and Company privacy policies.

30.9. Time off for Medical Appointments

You may be granted reasonable paid time off to attend medical (including dental and optician) appointments which cannot be arranged outside working hours. Wherever possible, such appointments should be scheduled at the start or end of the working day to minimise operational disruption.

Where an appointment is arranged during core working hours without reasonable justification, the Company may, acting reasonably, require employees to make up the time taken. This will be applied proportionately, taking into account the nature of the appointment and any applicable legal protections.

Employees are expected to minimise time away from work by arranging appointments where practicable outside working hours or at less disruptive times.

Where time off for appointments becomes frequent or exceeds reasonable levels, the Company may, acting fairly and consistently, require some or all of the time to be taken as annual leave, except where statutory rights or equality considerations apply.

Where appointments relate to an underlying medical condition or disability, the Company will consider reasonable adjustments and apply this policy in accordance with its obligations under the Equality Act 2010.

Employees are entitled to paid time off for antenatal care in accordance with UK legislation. Such time off will not be subject to recovery requirements. Employees must inform the Company of their pregnancy before attending antenatal appointments.

Where abuse of time off for medical appointments is reasonably suspected, the Company may undertake a fair and proportionate investigation. Any action taken will be in accordance with Company procedures and applicable employment law.

30.10. Severe Weather and Travel Disruptions

The Company recognises that severe weather conditions and travel disruptions may occasionally impact an employee's ability to attend work or carry out their duties. While hybrid working arrangements reduce this risk, disruptions may still arise, including:

- travel delays or inability to access the workplace or a customer site;
- infrastructure issues (e.g. power outages or loss of internet connectivity); or
- other circumstances outside the employee's reasonable control.

The Company and employees are expected to take a reasonable and flexible approach in managing such situations, ensuring continuity of service while supporting employee wellbeing.

Employee Responsibilities

Where disruption occurs, employees are expected to:

- plan ahead where possible and consider any likely disruption to travel or work;
- make reasonable efforts to attend work or fulfil their duties;
- consider alternative travel arrangements where appropriate;
- notify their Line Manager as soon as reasonably practicable; and
- maintain regular communication throughout the period of disruption.

Where it is reasonably practicable to do so, employees should arrange to work remotely.

Working Arrangements During Disruption

Where attendance at the normal place of work is not possible and remote working cannot reasonably be undertaken, the Company will work with the employee to agree an appropriate arrangement.

This may include:

- making up lost time within a reasonable period;
- taking the time as annual leave (subject to agreement); or
- taking unpaid leave.

Any such arrangements will be:

- applied reasonably and consistently;
- agreed between the employee and the Company; and
- managed in line with applicable employment legislation, including the Working Time Regulations 1998 and the Employment Rights Act 1996.

Where the Company's premises are closed and remote working is not possible due to Company-related limitations, employees will not be required to make up time or use annual leave.

Dependants and Emergency Leave

Where disruption affects childcare arrangements (for example, school closures), employees may request time off to care for dependants in accordance with the Company's **Dependent Leave provisions (Section 30.12)**.

Such leave will be managed in line with statutory rights and Company policy and should be agreed with the Line Manager at the earliest reasonable opportunity.

Considerations

All decisions under this section will be applied fairly, consistently, and without unlawful discrimination. The Company will take into account its obligations under the Equality Act 2010, including where disruption disproportionately impacts individuals due to disability, health conditions, or other protected characteristics.

Misuse of Arrangements

Where misuse of these arrangements is reasonably suspected, the Company may undertake a fair and proportionate investigation. Any action taken will be in accordance with the Company's disciplinary procedures and applicable employment law.

30.11. Absence without Notice

Employees are required to notify the Company of any absence from work in accordance with the Company's absence reporting procedures.

Where an employee is absent from work and fails to make reasonable contact or provide notification without good reason, the absence may be treated as unauthorised.

If an employee is absent for three (3) consecutive or non-consecutive working days within a 12-month period without maintaining reasonable contact and without a satisfactory explanation, the Company may:

- treat the absence as unauthorised; and
- initiate a fair and proportionate investigation in line with Company procedures.

Following investigation, the matter may be addressed under the Company's disciplinary procedures, which could result in disciplinary action, up to and including dismissal.

The Company will take into account any mitigating circumstances, including:

- the employee's health or medical condition;
- any emergency or exceptional circumstances; and
- its obligations under the Equality Act 2010.

All action taken under this section will be reasonable, consistent, and in line with applicable employment legislation and ACAS guidance.

30.12. Time of for family and dependants (Dependant Leave)

Employees are entitled to take a reasonable amount of unpaid time off to deal with an emergency involving a dependant, in accordance with the Employment Rights Act 1996.

This right is intended to cover **unforeseen and urgent situations only**, such as:

- illness, injury, or assault of a dependant;
- disruption to care arrangements;
- unexpected incidents involving a dependant; or
- making necessary arrangements following an emergency.

A dependant includes a spouse, partner, child, parent, or a person who reasonably relies on the employee for care.

Duration and Notification

The amount of time off permitted will depend on the circumstances but is intended to be short-term and limited to what is reasonable to deal with the immediate situation.

Employees must:

- inform the Company as soon as reasonably practicable;
- explain the reason for the absence; and
- provide an indication of how long they expect to be absent.

Payment and Leave Options

There is no statutory right to payment for dependant leave.

Where appropriate, employees may request to take:

- annual leave; or
- other agreed leave arrangements

as an alternative, subject to approval.

Use and Misuse

Dependant leave must only be used for genuine emergencies and not for planned or routine care arrangements.

Where misuse is reasonably suspected, the Company may undertake a fair and proportionate investigation. Any action taken will be in accordance with the Company's disciplinary procedures and applicable employment law.

Relationship to Other Leave Types

Dependant leave is distinct from:

- Compassionate leave, which may be granted under separate Company arrangements; and
- other types of statutory or contractual leave.

Further information is available at: Government Guidance on Time off for Dependants (web).

30.13. Bereavement Leave

Employees are entitled to three (3) days' paid bereavement leave upon the death of a Close Relative or Dependant. This may be extended in exceptional circumstances at the discretion of the Company.

A "Close Relative" includes:

- spouse, partner, or civil partner;
- child (including step-child or foster child);
- parent (including adoptive, step or foster parent);
- sibling (including step or foster sibling);
- grandparent or grandchild; or
- a dependant or any individual for whom the employee has a significant caring responsibility or dependency.

Where the employee's child has died under the age of 18, or in the case of a stillbirth after 24 weeks of pregnancy, **Parental Bereavement Leave** will apply instead **(see Section 30.14)**.

Where bereavement leave is requested, the Company may request reasonable evidence where appropriate and proportionate to the circumstances. Records of leave taken will be maintained in accordance with Company data protection requirements.

Where misuse is reasonably suspected, the Company may undertake a fair and proportionate investigation. Any action taken will be in accordance with the Company's disciplinary procedures and applicable employment law.

30.14. Parental Bereavement Leave and Pay - When a Child Dies

Parental Bereavement Leave applies where an employee's child dies under the age of 18 or is stillborn after 24 weeks of pregnancy.

Eligible employees are entitled to:

- up to two (2) weeks' statutory leave for each child.

This is a day-one right for eligible employees in respect of leave. Eligibility for **statutory pay** is subject to applicable qualifying criteria in accordance with UK legislation.

Further details can be found on the Government website: Parental Bereavement Leave guidance (web)

Where parental bereavement leave is taken, the Company may request reasonable information where appropriate to administer the leave entitlements and will maintain records in accordance with data protection requirements.

Enhanced Parental Bereavement Pay

The Company provides enhanced parental bereavement pay above the statutory entitlement.

During the period of Parental Bereavement Leave, eligible employees will receive **their normal rate of pay for up to two (2) weeks**, subject to compliance with Company procedures.

This enhanced benefit is contractual and will be applied consistently and in line with applicable legislation.

30.15. Special Leave

In addition to other types of leave detailed in this Handbook, employees may be entitled to take time off work for certain statutory duties or other approved purposes.

Statutory Time Off

Employees have the right to take a reasonable amount of time off work for certain statutory duties, in accordance with applicable UK legislation. These include:

- accompanying a worker to a disciplinary or grievance hearing;
- performing public duties (such as service in the Reserve Forces or as a magistrate or local councillor);
- attending jury service (see Section [relevant section reference]); and
- job-seeking or arranging training during a statutory redundancy notice period.

Such time off will be granted in accordance with legal requirements. Employees are expected to provide reasonable notice and supporting information where practicable.

Where payment applies (for example, time off for redundancy job search), this will be provided in accordance with statutory entitlements. In other cases, time off may be unpaid unless otherwise stated.

Discretionary Leave

The Company may grant additional unpaid time off for other purposes, such as study or training, at its discretion.

Requests for discretionary leave:

- must be made in advance where possible;
- will be considered based on operational requirements; and
- will be approved at the Company's discretion.

General Principles

All requests under this section will be managed:

- in accordance with applicable legislation;
- fairly and consistently; and
- without unlawful discrimination, in line with the Equality Act 2010.

30.16. Jury Service

Jury service is a statutory duty. Employees are required by law to attend jury service when summoned, and the Company will allow time off work for this purpose in accordance with applicable legislation.

Employees must notify their Line Manager as soon as reasonably practicable upon receipt of a jury summons and provide a copy to HR.

Jury service typically lasts up to 10 working days. If it is expected to last longer, the employee must inform the Company as soon as possible. Where jury service ends earlier than expected, employees may be required to return to work or remain available for further court attendance as directed by the court.

Employees have the right to apply to defer jury service for valid reasons. Where absence would have a significant impact on business operations, the Company may request that the employee applies to defer their jury service. Any decision to defer will be made by the court.

Further details about jury service can be found on the Government website: Jury service guidance (web)

Pay During Jury Service

Employees are not entitled to full pay from the Company during periods of jury service. Instead, employees may claim a statutory loss of earnings allowance from the court.

The Company operates a discretionary top-up arrangement. Where applicable, the Company will pay the difference between the court's allowance and the employee's normal base salary for up to 10 working days, subject to submission of the appropriate documentation.

To support this process:

- The Company will complete a Certificate of Loss of Earnings upon request;
- Employees must submit the certificate to the court as part of their claim for financial support;
- Payment of any Company top-up is conditional upon the claim being made appropriately.

Beyond 10 working days, no additional Company pay will be provided unless otherwise agreed.

General Principles

All arrangements relating to jury service will be managed:

- in accordance with applicable legislation;
- fairly, reasonably, and consistently; and
- without unlawful discrimination, in line with the Equality Act 2010.

30.17. Maternity Leave and Pay

The Company is committed to supporting employees during pregnancy and maternity leave. Maternity leave, pay and associated rights will be administered in accordance with applicable UK legislation.

No employee will be subjected to unlawful discrimination, dismissal, victimisation or detriment because of pregnancy, childbirth, pregnancy-related illness, maternity leave or the exercise of a maternity-related right.

Statutory Maternity Leave

All pregnant employees are entitled to up to 52 weeks' Statutory Maternity Leave, regardless of length of service, hours worked or level of pay, provided that the required notification is given.
Statutory Maternity Leave comprises:

- Ordinary Maternity Leave ("OML"), being the first 26 weeks; and
- Additional Maternity Leave ("AML"), being the following 26 weeks.

OML and AML are consecutive parts of the same statutory entitlement. They are not separate forms of leave that must be requested individually.

An employee is not required to take the full 52 weeks but must take the compulsory maternity-leave period following childbirth.

Compulsory Maternity Leave

An employee must not work during the compulsory maternity-leave period, which is:

- the two weeks immediately following childbirth; or
- the four weeks immediately following childbirth where the employee works in a factory.

This compulsory period applies even where the employee wishes to return to work earlier.

Notification of Pregnancy and Intended Leave

An employee must normally notify Human Resources, by the end of the 15th week before the expected week of childbirth, of:

- the pregnancy;
- the expected week of childbirth; and
- the date on which the employee intends maternity leave to begin.

Where it is not reasonably practicable to provide notification by the required date, the employee must notify the Company as soon as reasonably practicable.

Statutory Maternity Leave is a statutory entitlement and is therefore not subject to discretionary approval. Notification is required so that eligibility, payroll and operational arrangements can be confirmed.

The Company will write to the employee within 28 days of receiving the notification to confirm the expected maternity-leave start and end dates.

Example: Where a baby is due on 22 January 2026, the expected week of childbirth runs from Sunday 18 January to Saturday 24 January 2026. The employee should normally have notified the Company by the end of Saturday 11 October 2025.

Commencement of Maternity Leave

An employee may normally choose to begin maternity leave on any date from the beginning of the 11th week before the expected week of childbirth.

The intended start date may be changed by giving the Company at least 28 days' notice before:

- the original intended start date; or
- the revised intended start date,

whichever is earlier.

Where it is not reasonably practicable to give 28 days' notice, notice must be provided as soon as reasonably practicable.

Maternity leave will start automatically:

- on the day after childbirth where the baby is born before the intended maternity-leave start date; or
- where the employee is absent wholly or partly because of a pregnancy-related illness during the four weeks before the expected week of childbirth, in accordance with statutory requirements.

The employee must notify Human Resources as soon as reasonably practicable if the baby is born early or maternity leave starts automatically.

Health and Safety

The Company has a legal duty to protect the health and safety of pregnant employees, employees who have given birth within the previous six months and employees who are breastfeeding.

Employees should notify Human Resources of their pregnancy in writing as soon as reasonably practicable so that appropriate health and safety arrangements can be put in place.

Following written notification, the Company will carry out an individual risk assessment that considers:

- the employee's specific circumstances;
- their role and working environment;
- any workplace risks identified through the Company's health and safety arrangements; and
- any relevant medical advice provided by a doctor or midwife.

Relevant risks may include:

- heavy lifting or carrying;
- prolonged standing or sitting;
- workstation or postural difficulties;
- long working hours, shift work or night work;
- work-related stress;
- exposure to harmful substances;
- working alone, at height or in an environment involving a risk of physical injury; and

- any other workplace condition that could affect the employee or their baby.

The assessment will be reviewed as the pregnancy progresses and where there is a significant change in the employee's duties, workplace, health or circumstances.

Where a significant risk is identified, the Company will:

1. take reasonable steps to remove or control the risk, including temporarily adjusting the employee's working conditions or hours;
2. where this is not reasonably practicable, offer suitable alternative work on terms and conditions that are no less favourable; or
3. where suitable alternative work is not available, suspend the employee from work on full pay for as long as necessary to protect the employee and their baby.

The assessment findings and agreed controls will be discussed with the employee. The employee must promptly inform Human Resources or their Line Manager of any change in their circumstances, medical advice or concerns that may affect the assessment.

This subsection should be read with **Section 20 – Health and Safety** and the Company's Health and Safety Policy.

Antenatal Care

Pregnant employees are entitled to reasonable paid time off during working hours to receive antenatal care. Payment will be made at the employee's normal rate of pay.

Antenatal care may include:

- appointments with a doctor, midwife or other relevant healthcare professional; and
- antenatal, relaxation or parenting classes recommended by a doctor, midwife or nurse.

Except for the first appointment, the Company may ask the employee to provide:

- an appointment card or other reasonable evidence of the appointment; and
- confirmation that the appointment was recommended by an appropriate healthcare professional.

Employees should provide as much notice as reasonably practicable and, where possible, arrange appointments in a way that minimises operational disruption. This does not affect the employee's statutory right to reasonable paid time off.

The right of an eligible partner or intended parent to accompany a pregnant person to antenatal appointments is addressed in **Section 30.18– Paternity Leave and Pay**.

This subsection should also be read with **Section 30.9 – Time off for Medical Appointments**.

Proof of Pregnancy

Proof of pregnancy is required for Statutory Maternity Pay but is not required to establish entitlement to Statutory Maternity Leave.

To receive Statutory Maternity Pay, the employee must provide:

- a MATB1 certificate; or
- other acceptable medical evidence from a doctor or midwife confirming the expected week of childbirth.

A MATB1 certificate cannot normally be issued earlier than 20 weeks before the expected week of childbirth.

The required evidence must normally be provided within 21 days of the date on which Statutory Maternity Pay is due to begin, or as soon as reasonably practicable where the baby is born early.

Where evidence is provided late for a valid reason, the Company will apply any applicable statutory extension. Statutory Maternity Pay may not be payable where acceptable evidence is not provided within the statutory timeframe.

Statutory Maternity Pay

Statutory Maternity Pay ("SMP") is separate from the right to Statutory Maternity Leave. An employee may qualify for maternity leave without qualifying for SMP.

Subject to the statutory eligibility requirements, SMP is payable for up to 39 weeks:

- for the first six weeks, at 90% of the employee's average weekly earnings before tax; and
- for the following 33 weeks, at the statutory weekly rate in force at the relevant time or 90% of the employee's average weekly earnings, whichever is lower.

SMP is paid through payroll in the same way as normal salary and is subject to Income Tax, National Insurance and any other lawful deductions.

To qualify for SMP, an employee must normally:

- have been continuously employed by the Company for at least 26 weeks continuing into the qualifying week, being the 15th week before the expected week of childbirth;
- have average weekly earnings at or above the Lower Earnings Limit in force at the relevant time;
- provide the required notice;
- provide acceptable evidence of the expected week of childbirth; and
- satisfy any other applicable statutory conditions.

For the 2026–27 tax year, the flat statutory rate is £194.32 per week, or 90% of average weekly earnings if lower. Statutory rates and earnings thresholds may change, so the rate and threshold in force when payment is due will apply.

The employee should normally give at least 28 days' notice of the date on which SMP is intended to begin. Where that is not reasonably practicable, notice must be given as soon as reasonably practicable.

Where an employee does not qualify for SMP, the Company will provide form SMP1 explaining the reason. The employee may be eligible to apply for Maternity Allowance directly from the Government.

Enhanced Maternity Leave and Pay

The Company does not currently provide enhanced contractual maternity leave or maternity pay beyond the applicable statutory entitlements.

Accordingly:

- maternity leave is provided in accordance with statutory requirements;
- eligible employees will receive SMP at the statutory rates in force at the relevant time; and
- maternity pay is not paid at the employee's normal rate of salary unless the Company has expressly confirmed otherwise in writing.

Any future or individually agreed enhanced arrangement will apply only where it has been formally confirmed in writing.

Employment Rights During Maternity Leave

During Statutory Maternity Leave, the employee's contract of employment will continue, except for terms relating to normal remuneration.

The employee will continue to benefit from applicable contractual and statutory rights, including:

- accrual of contractual and statutory annual leave;
- contractual benefits other than normal remuneration;
- the benefit of any applicable contractual pay increase;
- continuity of employment;
- applicable pension rights and contributions; and
- statutory protection relating to dismissal, detriment, discrimination and redundancy.

Annual leave cannot be taken at the same time as maternity leave. The employee should discuss with Human Resources whether accrued annual leave will be taken before or after maternity leave.

The general provisions concerning annual-leave accrual and carry-over during statutory family leave are set out in **Sections 30.4 and** 30.5 and are not repeated here.

Pension Contributions During Maternity Leave

Pension membership and contributions during maternity leave will be managed in accordance with applicable legislation, the rules of the Company's pension scheme and the salary-sacrifice arrangements in force at the relevant time.

Further details are set out in **Section 17.2 – Company Pension (Salary Sacrifice)**, including the general provision covering pension contributions during statutory family leave.

Employees should contact Human Resources before commencing maternity leave if they require information about the effect of maternity leave on pension contributions or salary sacrifice.

Reasonable Contact and Keeping-in-Touch Days

The Company may maintain reasonable contact with the employee during maternity leave, including to discuss:

- workplace developments;
- organisational changes;
- training or development opportunities;
- arrangements for returning to work; and
- matters concerning the employee's role or employment.

An employee may, by mutual agreement with the Company, work or undertake training on up to 10 Keeping-in-Touch ("KIT") days during maternity leave without bringing maternity leave or SMP to an end.

There is no obligation on the employee to undertake KIT days and no obligation on the Company to offer them.

The work and payment arrangements must be agreed in advance. Any work carried out on part of a day will count as one KIT day.

KIT days cannot be worked during the compulsory maternity-leave period.

Returning to Work

Unless the employee notifies the Company otherwise, the expected return date will be the first working day following the end of the full 52-week maternity-leave period.

An employee who wishes to return before the confirmed end date must give the Company at least eight (8) weeks' written notice of the revised return date.

Where the required notice is not given, the Company may postpone the employee's return in accordance with statutory requirements, but not beyond the originally confirmed maternity-leave end date.

An employee returning at the end of OML will normally be entitled to return to the same role on the same terms and conditions as if maternity leave had not been taken.
Following AML, the employee will normally be entitled to return to the same role. Where that is not reasonably practicable for a reason other than redundancy, the employee will be offered suitable and appropriate alternative employment on terms that are no less favourable, in accordance with statutory requirements.

An employee who decides not to return must give the notice required by their Contract of Employment. Maternity leave does not replace or reduce contractual notice obligations.

An employee wishing to change their working hours, pattern or place of work following maternity leave may submit a request under **Section 15 – Flexible Working**.

Pregnancy Loss, Stillbirth or Death of a Baby

Statutory Maternity Leave and, where eligible, SMP remain available where:

- the baby is born early;
- the baby is stillborn after the start of the 24th week of pregnancy; or
- the baby is born alive and subsequently dies.

The Company recognises that these circumstances are extremely sensitive. The employee should contact Human Resources when able to do so, and the Company will discuss relevant leave, pay and support arrangements confidentially and compassionately.

Any entitlement to Parental Bereavement Leave and Pay is addressed separately in **Section 30.14**.

Equality and Fair Treatment

Pregnancy and maternity are protected characteristics under the Equality Act 2010.

The Company will not unlawfully discriminate against or disadvantage an employee in relation to:

- pregnancy or pregnancy-related illness;
- antenatal care;
- maternity leave or pay;
- health and safety adjustments;
- pay reviews or contractual benefits;
- training, promotion or development opportunities;
- redundancy selection;
- returning to work; or
- the exercise of any maternity-related right.

Pregnancy-related absence will be recorded separately from ordinary sickness absence where required and will not be used in a way that unlawfully disadvantages the employee.

Any employee who believes that they have been treated unfairly should raise the matter with Human Resources or through the Company's grievance procedure.

The Company's wider equality arrangements are set out in **Section 33 – Equality Policy**.

Recording Maternity Leave

Employees must notify Human Resources and record maternity leave through E-days using the appropriate absence category.

Recording the leave in E-days is an administrative requirement. It does not convert the statutory entitlement into a discretionary annual-leave request.

Human Resources may amend the E-days record where required to ensure that leave and payroll information accurately reflects the employee's statutory entitlement.

Further Guidance

Employees should contact Human Resources as early as reasonably practicable to discuss:

- maternity-leave dates;
- SMP eligibility;
- health and safety arrangements;
- antenatal appointments;
- annual leave;
- pension and benefit implications;
- KIT days; and
- arrangements for returning to work.

Statutory entitlements, eligibility thresholds and payment rates may change. This section will be applied in accordance with the legislation and statutory rates in force at the relevant time.

Further information is available from the Government's maternity leave and pay guidance.

Maternity leave and pay guidance (web).

30.18. Paternity Leave and Pay

The Company is committed to supporting employees following the birth or placement of a child. Paternity Leave and pay will be administered in accordance with applicable UK legislation and the enhanced Company arrangements set out below.

This section principally covers Paternity Leave connected with childbirth. Where Paternity Leave is taken in connection with adoption or a qualifying surrogacy arrangement, this section should be read with **Section 30.19– Adoption Leave and Pay**.

Statutory Right to Paternity Leave

Subject to the statutory relationship, caring-purpose and notification requirements, eligible employees have a right to Statutory Paternity Leave from their first day of employment. No minimum period of continuous employment is required for the leave entitlement.

An employee may be eligible where they are:

- the child's biological father;
- the spouse, civil partner or partner of the child's mother;
- the spouse, civil partner or partner of the primary adopter;
- the secondary adopter, where the other adopter is taking Statutory Adoption Leave; or
- an intended parent in an eligible surrogacy arrangement.

The employee must:

- have, or expect to have, responsibility for the child's upbringing;
- take the leave to care for the child or support the child's mother or primary adopter; and
- satisfy the applicable statutory eligibility and notification requirements.

Statutory Paternity Leave is a statutory entitlement and is therefore not subject to discretionary approval, provided that the employee is eligible and gives the required notice.

The employee must notify the Company of the proposed leave so that eligibility, payroll and operational arrangements can be confirmed.

Eligibility for Statutory Paternity Leave is separate from eligibility for Statutory Paternity Pay. An employee may qualify for leave without qualifying for Statutory Paternity Pay.

Paternity Leave became a day-one right from 6 April 2026, but the qualifying service requirements for Statutory Paternity Pay were not removed.

Amount and Pattern of Leave

An eligible employee may take up to two weeks' Statutory Paternity Leave, which may be taken:

- as one continuous period of one or two weeks; or
- as two separate periods of one week each.

Statutory Paternity Leave cannot be taken as individual days. Any additional time off or alternative arrangement must be separately agreed with the Company.

A "week" means the number of days that the employee normally works in a week. For example, where an employee normally works three days each week, one week of Paternity Leave will consist of three working days.

Only one entitlement arises for each pregnancy or adoption placement. The entitlement is not increased in the case of twins, multiple births or the placement of more than one child as part of the same adoption arrangement.

Timing of Leave Following Birth

Paternity Leave cannot begin before the child is born.

Leave may begin:

- on the date of birth;
- an agreed number of days after the birth; or

- on another eligible date notified in accordance with statutory requirements.

Where the employee is working on the date of birth, leave will normally begin on the following day.

Paternity Leave must normally be completed within 52 weeks of the child's birth.

Where the child is born before the expected week of childbirth, leave may normally be taken within 52 weeks of the first day of the expected week of childbirth.

Notification Requirements Following Birth

The employee must normally notify Human Resources, by the end of the 15th week before the expected week of childbirth, of:

- the expected week of childbirth;
- their intention to take Paternity Leave; and
- whether they expect to take one or two weeks of leave.

The employee must then normally give at least 28 days' notice of:

- the intended start date of each period of leave; and
- whether the notified period will consist of one week or two consecutive weeks.

The employee may specify that leave will begin:

- on the date of birth;
- a specified number of days after the birth; or
- on another eligible date permitted under the statutory rules.

Where the employee wishes to change the start date or duration of a notified period, they must normally provide at least 28 days' notice of the change.

Where it is not reasonably practicable to comply with a notification deadline, the employee must notify the Company as soon as reasonably practicable.

The employee does not normally need to provide medical evidence of the pregnancy or birth but may be required to provide a declaration confirming that the applicable statutory conditions are satisfied.

The standard notice requirements apply to babies due on or after 26 July 2026. The temporary transitional arrangements for certain earlier 2026 cases are not reproduced in this Handbook but will be applied where legally relevant.

Adoption and Surrogacy

Where a couple jointly adopts a child, only one person may take Statutory Adoption Leave. The other eligible person may take Paternity Leave.

An eligible intended parent in a qualifying surrogacy arrangement may also be entitled to Paternity Leave.

The detailed adoption and surrogacy eligibility, notification, placement and commencement provisions are set out in **Section 30.19 – Adoption Leave and Pay** and applicable Government guidance.

Employees should contact Human Resources as early as reasonably practicable because:

- UK and overseas adoptions have different notification and commencement requirements;
- separate requirements may apply to surrogacy arrangements; and
- the employee and their partner will need to determine which person is taking Adoption Leave and which is taking Paternity Leave.

This cross-reference avoids duplicating the detailed adoption provisions while preserving the statutory availability of Paternity Leave in adoption and surrogacy cases.

Company Paternity Pay

The Company provides enhanced paternity pay for the first week of Paternity Leave.

Subject to the employee qualifying for Statutory Paternity Leave and complying with the required notification procedure:

- the first week of Paternity Leave will be paid at the employee's normal basic rate of pay; and
- where the employee takes a second week of Paternity Leave, that week will be paid at Statutory Paternity Pay ("SPP"), provided that the employee qualifies for SPP.

Where the two weeks are taken separately:

- the first one-week period taken will be treated as the first week for pay purposes and paid at the employee's normal basic rate; and
- the second one-week period will be paid at SPP, subject to statutory eligibility.

An employee who takes only one week of Paternity Leave will receive normal basic pay for that week.

The enhanced first-week payment does not provide an additional payment or cash alternative where the employee chooses not to take a second week.

For this section, normal basic pay means the employee's usual basic contractual salary for the relevant period. It does not include overtime, commission, bonuses, allowances or other variable payments unless the employee's Contract of Employment expressly provides otherwise.

The enhanced Company payment for the first week includes any SPP due for that week. SPP is not paid in addition to normal basic pay for the same period.

All payments will be processed through payroll and will be subject to Income Tax, National Insurance, pension contributions and any other lawful deductions.

Eligibility for Statutory Paternity Pay

Eligibility for SPP is separate from eligibility for Statutory Paternity Leave.

To qualify for SPP, an employee must normally:

- have been continuously employed by the Company for at least 26 weeks up to the end of any day in the relevant qualifying week;
- remain employed by the Company up to the relevant statutory date;
- have average weekly earnings at or above the Lower Earnings Limit in force at the relevant time;
- satisfy the applicable relationship and caring-purpose requirements;
- provide the required notice and declaration; and
- satisfy any other applicable statutory conditions.

For a birth, the qualifying week is normally the 15th week before the expected week of childbirth. Different qualifying provisions apply to adoption cases.

SPP is paid at:

- the statutory weekly rate in force at the relevant time; or
- 90% of the employee's average weekly earnings,

whichever is lower.

For the 2026–27 tax year, the statutory weekly rate is £194.32, subject to eligibility. Statutory rates and earnings thresholds may change, so the rate and threshold in force when payment is due will apply.

Where an employee does not qualify for SPP, the Company will explain the reason and provide form SPP1 within the applicable statutory timeframe.

Employees Who Do Not Qualify for Statutory Paternity Pay

Provided that the employee qualifies for Statutory Paternity Leave and complies with the required notification procedure, the Company will pay the first week of Paternity Leave at the employee's normal basic rate, even where the employee does not qualify for SPP.

Where the employee does not qualify for SPP, any second week of Paternity Leave will be unpaid unless the Company expressly agrees otherwise in writing.

The first-week payment is a Company enhancement. It does not affect the eligible employee's statutory right to take up to two weeks of Paternity Leave.

Antenatal Appointments

An eligible employee may take unpaid time off during working hours to accompany a pregnant person to up to two antenatal appointments.

The entitlement is normally limited to a maximum of six-and-a-half hours for each appointment, including travelling, waiting and attendance time.

The employee must normally be:

- the baby's biological father;
- the pregnant person's spouse, civil partner or partner;
- an intended parent in an eligible surrogacy arrangement; or
- another person satisfying the applicable statutory relationship conditions.

The Company may ask the employee to provide a signed declaration confirming:

- their relationship to the pregnant person or expected child;
- that the purpose of the absence is to attend an antenatal appointment;
- that the appointment was made on the advice of a doctor, midwife or nurse; and
- the date and time of the appointment.

Employees should give as much notice as reasonably practicable.

The statutory entitlement is to unpaid time off. The Company may expressly agree to pay some or all of the time, but this will not create an ongoing entitlement or precedent.

The right of the pregnant employee to paid time off for their own antenatal care is addressed in **Section 30.17 – Maternity Leave and Pay**.

Adoption Appointments

Rights relating to adoption appointments are addressed **in Section 30.19 – Adoption Leave and Pay**.

In summary, the person taking Statutory Adoption Leave may be entitled to paid time off for eligible adoption appointments, while the secondary adopter may be entitled to unpaid time off for up to two appointments.

The applicable eligibility, evidence and notification requirements will be administered under **Section 30.19** and statutory guidance rather than duplicated here.

Employment Rights During Paternity Leave

During Statutory Paternity Leave, the employee's contract of employment will continue, except for terms relating to normal remuneration as modified by the paternity-pay arrangements above.

The employee will continue to benefit from applicable contractual and statutory rights, including:

- accrual of contractual and statutory annual leave;
- contractual benefits other than normal remuneration;
- the benefit of any applicable contractual pay increase;
- continuity of employment;
- applicable pension rights and contributions; and
- the statutory right to return to work.

The employee will normally be entitled to return to the same role on the same terms and conditions as if Paternity Leave had not been taken, subject to the statutory rules where Paternity Leave is combined with another period of statutory family leave.

Annual leave cannot normally be taken at the same time as Paternity Leave.

The general provisions for annual-leave accrual and carry-over during statutory family leave are set out in **Sections 30.4 and 30.5**.

Pension Contributions During Paternity Leave

Pension membership and contributions during Paternity Leave will be managed in accordance with applicable legislation, the rules of the Company's pension scheme and any salary-sacrifice arrangements in force at the relevant time.

Further details are set out in **Section 17.2 – Company Pension (Salary Sacrifice)**, including the general provision covering pension contributions during statutory family leave.

Employees should contact Human Resources if they require information about the effect of Paternity Leave on pension contributions or salary sacrifice.

Shared Parental Leave

Paternity Leave and Shared Parental Leave are separate statutory entitlements.

Subject to eligibility, Paternity Leave may be taken either before or after Shared Parental Leave. The previous restriction on taking Paternity Leave and Pay after Shared Parental Leave and Pay was removed from April 2026.

Detailed eligibility, entitlement, notice and curtailment requirements are addressed separately in **Section 30.20 – Shared Parental Leave and Pay** and are not repeated here.

Stillbirth or Death of a Baby

Paternity Leave and, where eligible, SPP remain available where:

- the baby is stillborn from the beginning of the 24th week of pregnancy; or
- the baby is born alive at any stage of pregnancy and subsequently dies.

Leave already notified may still be taken. Any remaining Paternity Leave may be notified and taken within the applicable statutory period.

The Company recognises that these circumstances are extremely sensitive. The employee should contact Human Resources when able to do so, and the Company will discuss relevant support and leave arrangements confidentially and compassionately.

Any separate entitlement to Parental Bereavement Leave and Pay is addressed in **Section 30.14** and is not reproduced here.

Equality and Protection from Detriment

The Company will not unlawfully dismiss, discriminate against, victimise or subject an employee to a detriment because they:

- requested or took Paternity Leave;
- received or sought to receive SPP or enhanced Company paternity pay;
- attended an eligible antenatal or adoption appointment;
- requested Shared Parental Leave or another statutory family right; or
- exercised another statutory right connected with the birth, adoption or placement of a child.

Paternity Leave and associated absences will not be used in a way that unlawfully disadvantages the employee in relation to training, promotion, pay reviews, contractual benefits, performance assessment, redundancy selection or another employment decision.

Any employee who believes they have been treated unfairly should raise the matter with Human Resources or through the Company's grievance procedure.

The Company's wider equality arrangements are set out in **Section 33 – Equality Policy**.

Recording Paternity Leave

Employees must notify Human Resources and record Paternity Leave through E-days using the appropriate absence category.

Recording Paternity Leave in E-days is an administrative requirement. It does not convert an eligible employee's statutory entitlement into a discretionary annual-leave request.

Human Resources may amend the E-days record to ensure that payroll and leave records accurately show:

- the statutory leave taken;
- the first week paid at normal basic pay;
- any second week paid at SPP; and
- any unpaid second week where the employee does not qualify for SPP.

Further Guidance

Employees should contact Human Resources as early as reasonably practicable to discuss:

- eligibility for Paternity Leave;
- eligibility for SPP;
- the enhanced first-week payment;
- notification requirements;
- adoption or surrogacy arrangements;
- antenatal or adoption appointments;
- Shared Parental Leave;
- pension implications; and
- support following a stillbirth or the death of a baby.

Statutory entitlements, eligibility conditions, notice requirements, earnings thresholds and payment rates may change. This section will be applied in accordance with the legislation and statutory rates in force at the relevant time.

Further information is available from the Government's paternity leave and pay guidance.

Paternity leave and pay guidance (web).

30.19. Adoption Leave and Pay

If you are adopting a child or having a child through a surrogacy arrangement, you may be eligible, subject to statutory qualifying criteria, for:

- **Statutory Adoption Leave ("SAL")**;
- **Statutory Adoption Pay ("SAP")**; and
- **Shared Parental Leave and Pay (see Section 30.20)**.

Only one person in a couple may take Statutory Adoption Leave. The other partner may be eligible for **Statutory Paternity Leave and Pay (see Section 30.18** or **Shared Parental Leave (see Section 30.20)** , depending on the circumstances.

Further details on eligibility, employee rights, and how to claim can be found at: Adoption leave and pay guidance (web).

Enhanced Adoption Leave and Pay

The Company does not currently offer enhanced adoption leave or pay beyond statutory entitlements.

Leave for Adoption Appointments

Employees who are eligible to take Statutory Adoption Leave are entitled to paid time off to attend up to five (5) adoption appointments after being matched with a child.

Where an employee is the partner of the primary adopter (and not taking **Statutory Adoption Leave**), they are entitled to unpaid time off to attend up to two (2) adoption appointments.

Equality and Fair Treatment

The Company will ensure that all employees are treated fairly and without unlawful discrimination in relation to adoption and family-related leave, in line with the Equality Act 2010.

30.20. Shared Parental Leave and Pay

Eligible employees may be entitled to **Shared Parental Leave ("SPL")** and **Statutory Shared Parental Pay ("ShPP")** where they share responsibility for a child with their partner. This may apply in circumstances including:

- having a baby;
- having a child through surrogacy;
- adopting a child; or

- fostering a child that they intend to adopt.

Shared Parental Leave enables parents to share up to **50 weeks of leave** and up to **37 weeks of statutory pay** between them, within the first 52 weeks following the child's birth or placement.

SPL and ShPP are created where the birth parent or primary adopter curtails (ends early) their maternity or adoption leave and/or pay, converting the remaining entitlement into a shared provision.

To qualify for SPL and ShPP, both parents must meet the applicable eligibility criteria, including employment and earnings requirements, and must provide the necessary notices to their respective employers.

Further details, including eligibility, employee rights, and how to apply, are available at:
https://www.gov.uk/shared-parental-leave-and-pay (web).

Enhanced Shared Parental Leave

The Company does not currently offer enhanced Shared Parental Leave or Pay beyond the statutory minimum.

Curtailment of Maternity and Adoption Leave and Pay

To access SPL and ShPP, the birth parent or primary adopter must:

- take less than the full 52 weeks of statutory maternity or adoption leave; and
- take less than the full 39 weeks of statutory maternity or adoption pay (or Maternity Allowance),

with the remaining balance forming the shared entitlement.

For example, where a birth parent has taken 22 weeks of maternity leave and pay, up to 30 weeks of SPL and 17 weeks of ShPP may be shared between the parents.

30.21. Unpaid Parental Leave

Eligible employees may take unpaid parental leave to look after a child's welfare, in accordance with the Employment Rights Act 1996 and associated regulations.

Eligibility

Subject to the applicable statutory eligibility and notification requirements, Unpaid Parental Leave is available to eligible employees from their first day of employment. No minimum period of continuous employment is required.

The employee must have, or expect to have, parental responsibility for the child and take the leave for the purpose of caring for the child or supporting the child's welfare

Entitlement

Eligible employees are entitled to:

- up to 18 weeks' unpaid parental leave per child.

Unless otherwise agreed:

- leave is normally taken in blocks of one week; and
- a maximum of 4 weeks per child may be taken in any 12-month period.

Where a child is disabled, parental leave may be taken in days rather than full weeks, in accordance with statutory provisions.

Purpose of Leave

Parental leave is intended to support the care and wellbeing of a child. This may include, for example:

- spending more time with children;
- visiting or selecting schools;
- settling children into childcare arrangements; or
- supporting family relationships and responsibilities.

Notification Requirements

Employees must provide:

- at least 21 days' notice of their intention to take parental leave; and
- sufficient information to enable the Company to manage operational requirements.

All requests must be submitted in accordance with Company procedures.

Business Considerations

The Company may, where there is a legitimate business reason, postpone parental leave in accordance with statutory provisions.

Any postponement will:

- be confirmed in writing;
- not exceed the statutory deferral period; and
- be managed fairly and reasonably.

Parental leave cannot be postponed where it is requested immediately following the birth or placement of a child.

Pay and Conditions

Parental leave is unpaid unless otherwise agreed.

All statutory rights and continuity of employment are maintained during periods of parental leave.

Further Information

Further details on eligibility, entitlements, and procedures are available at:
Parent entitlements – Government Guidance (web)

31. Expenses and Travel

Travel and expenses form part of the Company's overall operating costs and must be managed in a controlled, transparent, and compliant manner.

The Company maintains a formal **Expenses and Travel Policy**, which sets out the detailed rules governing:

- business travel arrangements;
- reimbursement of expenses (including accommodation, subsistence, and transport);
- approval requirements; and
- submission and processing of expense claims.

All employees are required to:

- comply with the requirements of the Expenses and Travel Policy;
- obtain appropriate approval prior to incurring expenditure, where required;
- ensure all claims are accurate, complete, and supported by appropriate documentation; and
- submit claims within the required timeframes.

All expenses must be incurred **wholly, exclusively, and necessarily for business purposes**, and will be reimbursed in accordance with Company policy and applicable legal and tax requirements.

Failure to comply with the Expenses and Travel Policy may result in non-reimbursement and/or disciplinary action in accordance with Company procedures.

Further details are set out in the Company's **Expenses and Travel Policy**, available on the intranet:
Expenses and Travel Policy

32. Etiquette

32.1. Company Code of Conduct

The Company operates a formal **Code of Conduct (BSCD43)**, which sets out the ethical, professional, and behavioural standards expected of all employees, workers, and third parties acting on its behalf.

The Code establishes a framework for acting lawfully, ethically, and with integrity, supporting compliance with:

- legal, regulatory, and contractual obligations; and
- the Company's governance framework and organisational values.

This includes alignment with the United Nations Global Compact (UNGC) Principles, particularly:

- Principles 1 & 2 (Human Rights): treating others with dignity and respect;
- Principles 3–6 (Labour Standards): maintaining a safe, inclusive, and respectful working environment; and
- Principle 10 (Anti-Corruption): acting with integrity and professionalism in all interactions.

All employees are required to read, understand, and comply with the Code of Conduct and associated Company policies. Failure to do so may result in disciplinary action, up to and including dismissal.

The Code of Conduct must be read in conjunction with following sections and policies:

- Information Security Policies **(Section 51)**;
- Anti-Bribery and Corruption Policy;
- Equality and Dignity at Work Policies **(Sections 33 and 34 respectively)**;
- Open-Door Policy **(Section 48)** – for informal discussion and early resolution of concerns; and
- Whistleblowing Policy **(Section 47)**.

A copy of the Code of Conduct is available on the Company intranet: Company Code of Conduct (Intranet).

The Company's approach to workplace behaviour and conduct is supported by the Workplace Behaviour & Conduct Control Model **(see Section 44.6)**.

32.2. Communication and Professional Conduct

General Standards

All communications—whether face-to-face or via electronic means (e.g. Teams, email, messaging platforms, telephone)—must be conducted in a professional, respectful, and appropriate manner.

Employees must:

- communicate clearly, courteously, and professionally;
- respect the time, workload, and availability of others; and
- use Company-approved communication systems.

This requirement supports compliance with:

- the Equality Act 2010;
- the Protection from Harassment Act 1997; and
- the Company's dignity at work and anti-harassment policies.

Responsible Communication Behaviour

Employees must ensure that their communication practices do not:

- create pressure, stress, or unreasonable expectations;
- result in repetitive or excessive follow-up ("over-chasing"); or
- constitute behaviour that could reasonably be perceived as harassment or intimidation.

Repeated or excessive unsolicited communication may be treated as inappropriate conduct and, in serious cases, may be addressed under the Company's disciplinary procedures.

Managing Communication and Response Expectations

To support effective and respectful communication:

- employees should check availability (e.g. Teams status or calendar) before initiating contact;
- where an individual is unavailable (e.g. in meetings or marked "Do Not Disturb"), communication should be deferred unless urgent;
- follow-up communication must be proportionate and reasonable;
- employees must allow reasonable time for responses before escalating or chasing; and
- communication urgency and expectations should be clearly stated where appropriate.

Employees must exercise professional judgement in determining when follow-up is appropriate.

Unacceptable Use of Communication Systems

Use of Company communication systems must comply with the Company's **Acceptable Use Policy** and related Information Security policies (IT Security Policies (Individual) (intranet)).

Prohibited behaviours include:

- harassment, bullying, or intimidation;
- sending offensive, discriminatory, or abusive messages;
- excessive or repetitive messaging that disrupts others; and
- misuse of communication tools in a manner inconsistent with professional standards.

Such behaviour may result in disciplinary action.

Monitoring and Privacy

The Company reserves the right to monitor the use of its systems and networks to ensure:

- compliance with Company policies;
- protection of information assets; and
- adherence to legal and regulatory requirements.

Monitoring will be conducted:

- lawfully and transparently;
- in accordance with the **UK GDPR** and **Data Protection Act 2018**; and
- on a proportionate basis.

Employees should be aware that communications made using Company systems may be subject to review where necessary.

32.3. General Conduct, Appearance, Dress Code and Personal Hygiene Policy

Employees are expected to maintain high standards of professional conduct, appearance, and personal presentation at all times, reflecting the Company's values and reputation.

Standards of Conduct

Employees must:

- act with integrity, professionalism, and honesty;
- perform their duties competently and in accordance with Company procedures;
- comply with all lawful and reasonable management instructions;
- conduct themselves in a manner that does not adversely affect the Company's reputation; and
- treat colleagues, clients, and third parties with respect and courtesy.

Appearance and Dress

Employees must present themselves in a clean, tidy, and professional manner appropriate to their role and working environment.

Unless otherwise agreed, or communicated, business attire is required for:

- client meetings; and
- formal Company engagements.

Clothing and appearance must:

- be appropriate for an office environment;
- not create health and safety risks; and
- not be offensive, inappropriate, or inconsistent with professional standards.

Equality and Inclusion

The Company will take into account religious, cultural, and disability-related requirements, in line with its obligations under the Equality Act 2010.

Any restrictions or requirements relating to dress or appearance will be:

- reasonable;
- proportionate; and
- applied without unlawful discrimination.

33. Equality Policy

The Company is committed to eliminating discrimination and encouraging diversity amongst our workforces. Our aim is that our workforce will be truly representative of all sections of society and each employee feels respected and able to give of their best.

The purpose of this policy is to provide equality and fairness for all in our employment and not to discriminate on grounds of gender, marital status, race, ethnic origin, colour, nationality, national origin, disability, sexual orientation, religion, or age. We oppose all forms of unlawful and unfair discrimination. All employees, whether part-time, full-time, or temporary, will be treated fairly and with respect. Selection for employment, promotion, training, or any other benefit will be based on aptitude and ability. All employees will be helped and encouraged to develop their full potential and the talents and resources of the workforce will be fully utilised to maximise the efficiency of the organisation.

33.1. Equality, Diversity and Inclusion (EDI)

The Company is committed to promoting equality, diversity, and inclusion ("**EDI**") across all areas of its operations, ensuring that all individuals are treated with dignity, fairness, and respect.

This commitment extends beyond legal compliance and reflects the Company's alignment with the United Nations Global Compact (UNGC) principles, including:

- Principles 1 & 2 (Human Rights): treating individuals with dignity and respect; and
- Principle 6 (Labour Standards): eliminating discrimination and promoting equal opportunity.

The Company applies these principles across the full employment lifecycle, including recruitment, development, performance management, promotion, and working relationships with colleagues, clients, and suppliers.

These principles are further supported by the Workplace Behaviour & Conduct Control Model **(see Section 44.6)**.

Employees are expected to:

- act in a respectful, inclusive, and professional manner;
- avoid discriminatory behaviour or assumptions;
- support an inclusive working environment; and
- raise concerns promptly where inappropriate behaviour is observed.

Further guidance, including practical examples of inclusive behaviour, responsibilities, and escalation processes (including third-party interactions), is set out in the Company's **Equality, Diversity and Inclusion Policy**, available on the intranet and its external website. 👉 Equality, Diversity and Inclusion Policy (Intranet).

33.2. Equal opportunities policy

This equal opportunities policy statement and the Company's policy statement on dignity at work are designed to implement the commitment of the Company to equal opportunities.

It is the responsibility of every employee to ensure his or her own conduct conforms to the expected standards and reflects these policy statements.

The aim of the policies is to encourage harmony and respect amongst individuals to promote good working practices with a view to maximising the performance and the return to the Company and the employees.

If equal opportunities are not applied, then valuable talent and potential are wasted. Moreover, when unfair discrimination, harassment, bullying, or victimisation take place, they bring about a climate of fear, insecurity, and poor work performance. As well as being unlawful it affects profitability and morale. It is therefore vital that every employee understands his or her responsibilities. Equal opportunities are taken very seriously by the Company and wilful failure to apply the policies or evidence of discrimination, harassment, bullying or victimisation will result in disciplinary action which may include your dismissal.

33.3. Equal opportunities policy statement

33.3.1 The Company recognises and accepts its legal obligations under the Equality Act 2010. Under this Act, age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation are protected characteristics. Employees, other workers, and applicants for employment who have one or more of these characteristics are protected from all forms of unlawful discrimination in the workplace, including: direct and indirect discrimination; discrimination by association; discrimination by perception; discrimination arising from disability; harassment; and victimisation.

33.3.2 The Company seeks to employ a workforce that reflects the diverse community at large because the Employer values the individual contribution of people irrespective of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

33.3.3 The Company will use its best endeavours to provide a working environment free from unlawful discrimination because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

33.3.4 The Company undertakes to review periodically its recruitment and selection criteria and procedures to maintain a system where individuals are selected, solely based on their merits and abilities.

33.3.5 The Company undertakes to review is employment practices, policies, and procedures, including opportunities for training and promotion, pay and benefits, discipline, selection for redundancy and retirement, to ensure that it avoids all forms of unlawful discrimination in the workplace.

33.3.6 All employees will be treated with dignity and respect. The Company recognises that harassment, bullying, and victimisation are forms of unlawful discrimination and has a separate policy statement on dignity at work, which deals with these issues (see below).

33.3.7 The Company will make reasonable adjustments to its recruitment and selection arrangements and procedures to ensure that no applicant for employment is disadvantaged because a disability. Whenever reasonable and practicable, the Company will make adjustments to retain disabled workers in its workforce. This may include making reasonable adjustments to working arrangements and practices, making changes to the physical environment and/or providing auxiliary aids and services, where practicably possible.

33.3.8 The Company will not tolerate acts which breach this policy and all instances of such behaviour or alleged behaviour will be taken seriously, fully investigated and may be subject to the disciplinary procedures of the Company. The Company further seeks to give all employees equal opportunity and encouragement to progress within the organisation by implementing a positive action plan.

33.3.9 The Company will provide training in equal opportunities and undertakes to distribute and publicise this policy statement to all employees and elsewhere as from time to time appropriate.

33.3.10 The Company will monitor and review the operation of this policy and will implement any changes required by law or to improve its effectiveness.

33.3.11 Any employee who believes that they may have been subjected to treatment that breaches this policy may raise the matter through the grievance procedure of the Company – **see Section 46.4.**

34. Dignity at work

The following statements apply with regards to dignity in the workplace:

34.1 The Company believes that the dignity of every person must be respected. Harassment and victimisation are forms of unlawful discrimination, which are unacceptable and will be regarded as gross misconduct. The highest standards of conduct are required of everyone regardless of seniority.

34.2 Harassment is defined as unwanted conduct that has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Unwanted conduct of this nature can constitute harassment of an individual even if it directed at another person. Harassment can take many forms:

- Harassment may be unwanted conduct related to a protected characteristic. However, a person does not have to possess a protected characteristic to be a victim of harassment. Individuals who are subjected to harassment because of their association with someone who has a protected characteristic can also be victims. It is also possible for someone to be subjected to harassment because colleagues wrongly believe they have a protected characteristic. Unwanted conduct can include any kind of action or inaction, behaviour, exclusion, written or spoken words, jokes, imagery,

or physical contact that the victim finds objectionable or offensive. The test of harassment is, at least in part, subjective.

- Sexual harassment is unwanted conduct of a sexual nature. This can include any unsolicited or unwelcome conduct of a sexual nature, such as: making sexual advances; touching; staring; making inappropriate comments; telling sexual jokes; displaying or sending pornographic photographs or other materials of a sexual nature.
- Harassment can also be less favourable treatment of someone because they have rejected or submitted to unwanted conduct of a sexual nature or conduct related to sex or gender reassignment.

Further details on harassment can be found in **Section 44.2** of this handbook.

34.3 Condoning any form of harassment may also be classed as harassment.

34.4 The Company accepts its responsibility for protecting employees from harassment by third parties, such as clients, customers, and visitors. Employees are required to report any incidents of third-party harassment immediately to their manager or supervisor.

34.5 Victimisation occurs when someone is subjected to detrimental treatment because they have (or are thought to have) brought proceedings under the Equality Act, given evidence or information in support of proceedings, or made allegations about any breach of the Act.

34.6 Harassment and victimisation will be regarded as gross misconduct for disciplinary purposes. Accordingly, employees guilty of harassment or victimisation run a serious risk of summary dismissal.

34.7 Equally, an allegation of harassment must not be made lightly. If it is found that an individual has made an allegation of harassment without foundation and maliciously or has given false evidence or information in relation to an allegation, then this will also be regarded as gross misconduct for disciplinary purposes.

34.8 All complaints of harassment or victimisation should be made to your line manager through the Company's grievance procedure unless the complaint is regarding this person when you should complain to that person's superior – **see Section 46.4**.

35. Ex-offenders and Criminal Record Checks

35.1. Purpose and Scope

The Company is committed to fair, lawful, and responsible recruitment practices. This section sets out how criminal record information is considered as part of recruitment and employment decisions, in line with applicable legislation and ethical standards.

This policy applies to all roles where criminal record checks are required or considered as part of employment.

35.2. Legal Compliance and Ethical Commitments

The Company operates in accordance with:

- the Rehabilitation of Offenders Act 1974 (and Exceptions Order where applicable);
- the Disclosure and Barring Service (DBS) Code of Practice;
- the Equality Act 2010; and
- UK GDPR and the Data Protection Act 2018.

In addition, this policy aligns with the United Nations Global Compact (UNGC) principles:

- Principles 1 & 2 – Human Rights: respecting individuals' dignity and ensuring fair, non-discriminatory treatment;
- Principles 3–6 – Labour Standards: promoting equal opportunity, fair recruitment, and inclusion in employment.

The Company does not unfairly discriminate against any individual on the basis of criminal record information and ensures that all decisions are made objectively, proportionately, and in line with legal requirements.

35.3. Use of DBS Checks

Criminal record checks will only be carried out where:

- they are legally permitted for the role; and
- a risk-based assessment has determined that such checks are necessary and proportionate.

The level of DBS check (basic, standard, or enhanced) will reflect:

- the nature of the role;
- access to sensitive systems, data, or client environments; and
- regulatory or contractual obligations (e.g. public sector or regulated client requirements).

All role advertisements and recruitment materials will clearly state where a DBS check is required.

35.4. Fair Recruitment and Disclosure

The Company promotes equality of opportunity and welcomes applications from individuals with a wide range of backgrounds, including those with criminal records.

Recruitment decisions are based on:

- skills, qualifications, and experience; and
- suitability for the role.

Where criminal record information is required:

- disclosure will only be requested at an appropriate stage in the recruitment process (typically post-offer, unless legally required earlier);
- any information provided will be treated as strictly confidential; and
- only authorised personnel with a legitimate business need will have access to this information.

The Company ensures that:

- no applicant is excluded solely based on a criminal record; and
- all disclosures are assessed on a case-by-case basis.

35.5. Assessment of Criminal Record Information

Where criminal record information is disclosed, the Company will carry out a fair and proportionate assessment, considering:

- the nature and seriousness of the offence;
- its relevance to the role;
- the time elapsed since the offence;
- patterns of behaviour or evidence of rehabilitation; and
- the specific responsibilities and risks associated with the position.

A decision will not be made until a reasonable opportunity has been provided for the individual to discuss the information disclosed.

Failure to disclose relevant information (where legally required) may result in withdrawal of an offer or further action.

35.6. Assessment of Criminal Record Information

Where criminal record information is disclosed, the Company will carry out a fair and proportionate assessment, considering:

- the nature and seriousness of the offence;
- its relevance to the role;
- the time elapsed since the offence;
- patterns of behaviour or evidence of rehabilitation; and
- the specific responsibilities and risks associated with the position.

A decision will not be made until a reasonable opportunity has been provided for the individual to discuss the information disclosed.

Failure to disclose relevant information (where legally required) may result in withdrawal of an offer or further action.

35.7. Data Protection and Handling of DBS Information

All information relating to criminal records and DBS checks will be handled in accordance with UK data protection legislation.

In particular:

- Data will be processed lawfully, fairly, and transparently;
- Access will be restricted to individuals with a legitimate business need;
- Information will be used only for the purpose for which it was obtained; and

- Appropriate security measures will be applied to protect confidentiality.

The Company does not routinely retain copies of DBS certificates. Where information is recorded, it will be limited to:

- the date of the check;
- the type of check undertaken;
- the reference number; and
- whether the result was clear or required review.

Any exceptional retention of DBS-related information will:

- be justified and documented;
- be securely stored; and
- be retained only for as long as necessary, in line with data retention requirements.

35.8. Governance, Training, and Oversight

The Company will:

- ensure that individuals involved in recruitment are appropriately trained in the fair handling of criminal record information;
- ensure ongoing access to guidance on relevant legislation and best practice; and
- periodically review this policy to maintain compliance with legal and regulatory requirements.

These requirements form part of the Company's Integrated Pre-Employment Screening Framework **(see Section 1 - Introduction – Policy Application and Governance)** and these combined controls ensure that individuals are assessed holistically, based on:

- role responsibilities;
- level of access to sensitive systems and data; and
- regulatory or contractual obligations.

36. Modern Slavery and Ethical Labour Practices

36.1. Modern Slavery and Human Trafficking Policy and Disclosure Statement

The Company is committed to conducting business with integrity, transparency, and respect for human rights in all locations in which it operates. This includes compliance with all applicable laws, regulations, and international standards.

The Company has a zero-tolerance approach to modern slavery and human trafficking and is committed to preventing such practices within its own operations, and its supply chains and business relationships.

This commitment is in accordance with the Modern Slavery Act 2015 and forms part of the Company's wider governance, risk management, and ethical framework.

36.2. International Standards

The Company's approach is aligned with the United Nations Global Compact (UNGC) principles, including:

- Principles 1 & 2 – Human Rights - Supporting and respecting the protection of internationally recognised human rights and ensuring the Company is not complicit in human rights abuses.
- Principles 3–6 – Labour Standards - Upholding freedom of association, eliminating forced and compulsory labour, abolishing child labour, and promoting non-discrimination in employment.
- Principle 10 – Anti-Corruption - Preventing unethical practices, including those that may enable or conceal exploitation within supply chains.

36.3. Operational and Supply Chain Responsibilities

The Company maintains relationships with a wide range of organisations, including suppliers, partners, and contractors. As part of its commitment to ethical labour practices, the Company:

- conducts business only with organisations that align with its ethical and legal standards;
- expects suppliers and partners to operate in accordance with applicable labour laws and human rights principles;
- integrates modern slavery considerations into its supplier due diligence and risk management processes; and
- takes appropriate action where risks are identified.

This approach aligns with the Company's broader **Supplier Due Diligence Model**, ensuring consistency across workforce and third-party risk controls.

36.4. Employee Responsibilities and Reporting

All employees have a responsibility to remain alert to the risks of modern slavery and human trafficking, however small. Employees must:

- act in a manner consistent with the Company's ethical standards;
- report any concerns or suspicions promptly; and
- cooperate with any investigations or remedial actions.

Concerns must be reported in accordance with the Company's **Whistleblowing Policy (see Section 47)**. The Company will ensure that all reports are treated seriously, investigated appropriately, and handled confidentially.

36.5. Child Labour and Forced Labour

The Company strictly prohibits the use of child labour, forced labour, bonded labour, or any form of involuntary labour in its operations and supply chain.

In line with the Modern Slavery Act 2015 and UNGC Principles 4 and 5, the Company:

- restricts employment to individuals who meet the **minimum legal working age**;
- does not engage in or tolerate forced, bonded, or involuntary labour; and
- requires suppliers and partners to uphold the same standards.

Any concerns regarding potential breaches must be reported in line with the Company's **Whistleblowing Policy (Section 47)**.

36.6. Further Information

Further detail is set out in the Company's Modern Slavery and Human Trafficking Policy and Child Labour Policy, available on the intranet and the Company's external website at: Privacy & governance (web).

37. Alcohol and Drug Misuse Policy

37.1. Purpose and Principles

The Company is committed to providing a safe, healthy, and productive working environment. The misuse of alcohol or drugs can adversely affect performance, health and safety, and the wellbeing of employees and others.

This policy is aligned with:

- the Health and Safety at Work etc. Act 1974;
- the Misuse of Drugs Act 1971;
- the Equality Act 2010; and
- the United Nations Global Compact (UNGC) Principles:
  - Principles 1 & 2 (Human Rights): protecting the health, dignity, and wellbeing of individuals; and
  - Principles 3–6 (Labour Standards): promoting safe working conditions and fair, non-discriminatory treatment.

37.2. Prohibition of Alcohol and Drug Misuse

Working under the influence of alcohol or illegal drugs is strictly prohibited, and Employees must not:

- attend work under the influence of alcohol or drugs;
- consume alcohol during working hours, except where expressly permitted; or
- misuse prescription or over-the-counter medication in a way that affects their ability to perform their duties safely and effectively.

Where medication is prescribed that may affect performance or safety, employees must:

- inform their Line Manager or HR in advance where reasonably practicable; and
- provide appropriate medical guidance where necessary.

All information will be handled confidentially and in accordance with data protection requirements.

37.3. Permitted Alcohol Consumption

Alcohol consumption may be permitted only in limited and controlled circumstances, such as:

- approved Company-organised events; or
- authorised business-related hospitality.

In such cases:

- consumption must be moderate and responsible;
- employees must remain fit to carry out their duties where required; and
- due regard must be given to religious, cultural, and personal choices, and no individual should feel pressured to consume alcohol.

37.4. Health, Safety and Conduct

Alcohol or substance misuse may result in:

- impaired judgement and performance;
- increased risk of accidents, injury, or harm to others;
- reduced productivity and professional standards; and
- reputational and financial risk to the Company.

Employees are required to:

- act responsibly at all times;
- ensure their fitness for work; and
- safeguard their own health and safety and that of others.

Where an employee is considered unfit for work due to alcohol consumption:

- they may be required to cease work immediately;
- may be asked to leave the workplace; and
- the matter may be addressed under the Company's disciplinary procedures.

37.5. Support and Medical Considerations

The Company recognises that alcohol or substance dependency may constitute a health condition and, in some cases, may fall within the scope of the Equality Act 2010.

Where medical evidence indicates dependency:

- the Company will consider appropriate supportive measures, which may include referral to occupational health or external support services;

- disciplinary action will not automatically be applied and will be considered in the context of individual circumstances; and
- employees are expected to engage with support and treatment where offered.

Where misconduct occurs, the Company will take into account:

- the nature of the conduct;
- medical evidence;
- cooperation with treatment; and
- any mitigating factors.

37.6. Wellbeing and Employee Support

The Company is committed to supporting employee health, wellbeing, and recovery where alcohol or substance-related issues arise.

Employees are encouraged to seek support at an early stage where they are experiencing difficulties that may affect their health, wellbeing, or work performance.

Support available includes:

- access to healthcare, wellbeing services, and employee assistance programme (EAP) through the Company's **Private Medical Insurance scheme (see Section 17.3)**; and
- referral to occupational health or external support services, where appropriate.

The EAP, subject to being a member of the Companies Private Medical Insurance Scheme and the scope of the issue, is available on a confidential basis and may support employees with:

- mental health and wellbeing;
- stress, anxiety, or personal challenges;
- substance-related concerns; and
- work-related issues impacting performance or wellbeing.

Seeking support will not, in itself, result in disciplinary action. The Company will take a supportive, fair, and proportionate approach, taking into account individual circumstances, medical advice, and its obligations under the Equality Act 2010.

Employees are encouraged to speak to their Line Manager or Human Resources if they require support or guidance.

37.7. Illegal Drugs and Serious Misconduct

The possession, use, distribution, or supply of illegal drugs in the workplace, on Company business, or at Company events is strictly prohibited.

Such conduct will normally be treated as gross misconduct and may result in:

- disciplinary action up to and including dismissal; and
- referral to the police where appropriate.

38. Smoking Policy

38.1. Workplace Requirements

Smoking is prohibited in all:

- Company workplaces;
- Company vehicles; and
- enclosed or substantially enclosed work environments.

This includes:

- cigarettes;
- e-cigarettes;
- personal vaporisers (PVs); and
- electronic nicotine delivery systems (ENDS).

This policy supports compliance with:

- the Health Act 2006 (smoke-free legislation); and
- the Company's commitment to employee health and wellbeing.

38.2. Designated Areas and Responsibilities

Employees who wish to smoke may only do so:

- in designated external areas; and
- in a manner that does not impact others or the working environment.

Employees must:

- comply with applicable legislation;
- dispose of smoking materials safely and responsibly; and
- ensure smoking breaks do not adversely affect their duties or team responsibilities.

39. Safe Driving on Company business

When driving on Company business, employees must comply with all applicable road traffic legislation and drive in a safe, responsible, and professional manner at all times. This includes being fully aware of road conditions, traffic, and other road users, and applying appropriate defensive driving techniques.

The Company will not be responsible for, or reimburse, any fines or penalties arising from driving or parking offences incurred by employees.

Figure 8: Driving for Work Risk Control Model showing alignment between driver responsibilities, operational controls, governance framework, and legal and ethical obligations.

Legal and Safety Responsibilities

The Company and its employees share responsibility for ensuring safe driving practices in accordance with:

- the Health and Safety at Work etc. Act 1974;
- the Road Traffic Act 1988 and associated legislation; and
- applicable HSE guidance on work-related driving.

Driving on Company business is considered a work activity, and employees must take reasonable care for:

- their own health and safety; and
- the safety of others who may be affected by their actions.

This approach also aligns with the United Nations Global Compact (UNGC):

- **Principles 1 & 2 (Human Rights)**: protecting life, health, and wellbeing;
- **Principles 3–6 (Labour Standards):** ensuring safe working conditions and responsible working practices.

Further responsibilities relating to employee health and safety are set out in **Section 20 – Health and Safety.**

Vehicle and Driver Requirements

Employees must ensure that, where driving on Company business:

- they hold a valid and appropriate driving licence for the vehicle being driven;

- the vehicle is roadworthy, properly maintained, and holds a valid MOT certificate where required;
- the vehicle is correctly taxed; and
- appropriate insurance cover is in place, including cover for business use where applicable.

Employees must not drive:

- without a valid licence;
- without appropriate insurance; or
- where the vehicle is unsafe or not legally compliant.

Safe Use of Mobile Devices (Strict Prohibition)

The safety of employees and others is paramount. Employees must not:

- make or receive calls;
- send, read, or respond to messages or emails; or
- use, handle, or adjust mobile phones or other handheld devices

while driving.

This prohibition applies at all times, including when the vehicle is stationary but the engine is running or the vehicle is in traffic.

The use of hands-free devices is strongly discouraged due to the risk of distraction and may only be used where lawful and safe to do so. Employees should prioritise stopping in a safe and legal location before using any communication device.

Use of pre-programmed satellite navigation systems is permitted only where this does not distract from safe driving.

Further requirements relating to mobile device use are set out in the Company's Mobile Phone Policy **(see Section 17.4).**

Fitness to Drive

Employees must ensure they are fit to drive at all times when undertaking Company business. This includes not driving:

- under the influence of alcohol or drugs (including certain medications that may impair ability);
- when fatigued or unwell; or
- where their ability to drive safely is otherwise impaired.

Where an employee is unsure of their fitness to drive, they must not undertake driving duties and should inform their Line Manager.

Planning and Responsibility

Employees are expected to:

- plan journeys in advance, allowing sufficient time to avoid rushing;
- take appropriate rest breaks on longer journeys; and
- avoid unnecessary risk, including driving in unsafe conditions where travel can reasonably be delayed.

The Company does not expect employees to take risks to meet deadlines or business demands.

Compliance and Breach

Failure to comply with this policy may:

- endanger the safety of the employee and others;
- result in breaches of legal obligations; and
- lead to disciplinary action in accordance with Company procedures.

Serious breaches, including unsafe or illegal driving behaviour, may be treated as **misconduct** or **gross misconduct**.

Such matters may also be addressed in accordance with the Company's **Health and Safety requirements (Section 20)** and **General Conduct and Disciplinary procedures (Section 46).**

This section should be read in conjunction with:

- **Mobile Phone Policy (Section 17.4)**;
- **Health and Safety (Section 20)**; and
- **Alcohol and Drug Misuse Policy (Section 37)**.

40. Illegal Acts and Employees Conduct Outside of Work

The Company expects employees to maintain appropriate standards of conduct both inside and outside of work, where such conduct may impact the Company, its employees, clients, or reputation. Where the Company becomes aware of conduct by an employee that may amount to a criminal offence, it may:

- report the matter to the appropriate authorities; and
- take disciplinary action in accordance with the Company's procedures **(see section 46)**, without necessarily awaiting the outcome of any external investigation.

Any conduct outside of work may result in disciplinary action, up to and including dismissal, where such conduct:

- is incompatible with the employee's role, responsibilities, or position of trust;
- may bring the Company into disrepute;

- adversely affects the Company, its employees, customers, or partners; or
- prevents the employee from fulfilling their contractual duties.

Employees must inform their Line Manager where they are subject to any legal investigation or proceedings that could reasonably impact their role or result in a criminal conviction.

All action taken under this section will be:

- fair, reasonable, and proportionate; and
- in accordance with the ACAS Code of Practice and applicable employment legislation.

This approach also aligns with the United Nations Global Compact (UNGC):

- Principles 1 & 2 (Human Rights) – fair and respectful treatment; and
- Principles 3–6 (Labour Standards) – responsible and lawful conduct in employment.

41. Misconduct

The following examples illustrate behaviours that may be treated as misconduct. This list is not exhaustive, and similar conduct may also result in disciplinary action.

All matters will be assessed on a case-by-case basis, considering the circumstances and proportionality of any response. Any act of misconduct or gross misconduct may result in disciplinary action, up to and including dismissal.

All disciplinary action will be:

- conducted in accordance with the Company's procedures;
- compliant with applicable employment law and ACAS guidance; and
- applied fairly, consistently, and without unlawful discrimination.

Behaviour

- Failure to comply with reasonable management instructions;
- Disorderly or inappropriate conduct;
- Unauthorised absence from the workplace;
- Failure to provide required documentation (e.g. driving licence, insurance) where relevant to the role;
- Unauthorised use of Company equipment or systems; or
- Undertaking private work during working hours or on Company premises without approval.

General Conduct at Work

- Breaches of site access or visitor control procedures, such as allowing non-authorised persons on to site out of hours;
- Unauthorised distribution or display of materials;
- Failure to maintain appropriate standards of professional conduct or appearance;
- Failure to return Company property when requested;

- Misuse of Company IT systems **(see Section 51 – Information Security)**; or
- Behaviour that is offensive, inappropriate, or inconsistent with a professional working environment.

Health & Safety

Employees must comply with all health and safety requirements.
Misconduct may include:

- failure to follow health and safety procedures;
- unsafe working practices;
- failure to use required protective equipment; or
- smoking or other prohibited activity in restricted areas.

Further requirements are set out in **Section 20 – Health and Safety.**

Absence & Timekeeping

- Unauthorised absence;
- Persistent lateness or poor attendance;
- Failure to follow absence reporting procedures;
- Misuse of sickness absence provisions;
- Failure to keep management informed of absence;
- Leaving early without permission;
- Unreasonably leaving the workplace during working hours; or
- Failure to follow notification procedures in accordance with the **Company Sickness Policy (see Section 30.8).**

42. Gross Misconduct

Gross misconduct refers to behaviour of a serious nature that fundamentally breaches the employment relationship and may justify summary dismissal (without notice).

Any act of misconduct or gross misconduct may result in disciplinary action, up to and including dismissal.

All disciplinary action will be:

- conducted in accordance with the Company's procedures;
- compliant with applicable employment law and ACAS guidance; and

applied fairly, consistently, and without unlawful discrimination.

The following are examples of gross misconduct. This list is not exhaustive.

Fraud, theft, and dishonesty

- deliberate falsification of records or documentation;

- theft or misappropriation of Company or third-party property;
- fraudulent expense claims;
- deliberate misrepresentation or dishonesty; or
- misuse of Company systems for personal gain.

Violence, Harassment, and Serious Misconduct

- bullying or harassment (including sexual harassment);
- intimidation or aggressive behaviour; or
- serious misconduct that endangers others.

See also **Section 34 – Dignity at Work.**

Serious Breaches of Health & Safety

- deliberate or reckless disregard for safety procedures;
- actions likely to cause serious harm to self or others;
- failure to safeguard vulnerable individuals (including pregnant employees); or
- interference with safety equipment or controls.

This reflects the Company's obligations under the Health and Safety at Work etc. Act 1974 and aligns with:

- UNGC Principles 1–2 (Human Rights) – protection of life and wellbeing; and
- UNGC Principles 3–6 (Labour Standards) – safe working conditions.

Damage to Property or Business

- deliberate or negligent damage to Company property; or
- sabotage or unauthorised interference with systems or operations.

Alcohol, Drugs, and Fitness for Work

- working under the influence of alcohol or drugs; or
- possession, use, or distribution of illegal substances in the workplace.

For further information, refer to **Section 37 – Alcohol and Drug Misuse Policy**

Information Security and Data Protection Breaches

- serious breaches of confidentiality;
- unauthorised access to systems or data;
- breaches of data protection legislation; or
- inappropriate use of IT systems.

For further information, refer to **Section 51 – Information Security**

Reputational and Legal Risk

- conduct bringing the Company into disrepute;
- serious breach of Company policies or legal obligations;
- criminal conduct affecting suitability for employment; or
- assisting or encouraging misconduct by others.

43. Discrimination

The Company is committed to providing a working environment in which all individuals are treated with dignity, fairness, and respect, in line with its **Code of Conduct**, **Equality, Diversity and Inclusion Policy**, and wider governance framework.

Under the Equality Act 2010, it is unlawful to discriminate against individuals in the workplace on the basis of the following protected characteristics:

- Age;
- Disability;
- Gender reassignment;
- Marriage and civil partnership;
- Pregnancy and maternity;
- Race;
- Religion or belief;
- Sex; or
- Sexual orientation.

This protection applies to:

- job applicants;
- employees; and
- individuals engaged by the Company, including contractors and self-employed workers.

The Company operates a zero-tolerance approach to discrimination. Any employee found to have engaged in discriminatory behaviour may be subject to disciplinary action, up to and including dismissal, in accordance with **Section 46 – Disciplinary Procedures**.

Types of Discrimination

Discriminatory conduct includes:

- **Direct discrimination** – treating an individual less favourably because of a protected characteristic;
- **Indirect discrimination** – applying a provision, criterion, or practice that disadvantages a group and cannot be objectively justified;

- **Harassment** – unwanted conduct related to a protected characteristic that violates dignity or creates an offensive environment;
- **Victimisation** – treating someone unfairly because they have raised or supported a complaint;
- **Discrimination arising from disability** – unfavourable treatment linked to a disability; or
- **Failure to make reasonable adjustments** for disabled individuals.

The Equality Act 2010 also requires equal pay for equal work or work of equal value.

Resolving Discrimination Concerns

Employees are encouraged to raise concerns at the earliest opportunity through:

- the Company's **Grievance Procedure (Section 46.4)**; or
- other appropriate internal escalation routes, including Line Management or HR.

Where matters cannot be resolved internally, individuals must contact **ACAS Early Conciliation** prior to lodging an employment tribunal claim.

All complaints will be:

- handled confidentially where possible;
- investigated promptly, fairly, and impartially; and
- managed in accordance with ACAS guidance and applicable legislation.

> 👉 http://www.acas.org.uk/index.aspx?articleid=4028&utm_medium=email&utm_campaign=May+main+send&utm_content=May+main+send+CID_b2a09af7d1d1dfa4bab37a62d37cd5d7&utm_source=Acas%20National%20Email%20Marketing%20Live&utm_term=Find%20out%20more%20on%20our%20dedicated%20webpage (web).

Alignment with Ethical Standards

The Company's approach aligns with the United Nations Global Compact (UNGC):

- Principles 1 & 2 (Human Rights): respect for dignity and prevention of discrimination; and
- Principles 3–6 (Labour Standards): promotion of equality, inclusion, and fair working conditions.

44. Bullying and Harassment

Bullying and harassment are serious matters and will not be tolerated. Such behaviour may:

- breach the Equality Act 2010;
- undermine employee wellbeing, health, and safety; and

- conflict with the Company's **Code of Conduct**, **Dignity at Work Policy (Section 34)**, and **Equality, Diversity and Inclusion Policy (Section 33)**.

The Company is committed to maintaining a **safe, inclusive, and respectful working environment** for all employees.

Employees can raise concerns through the **Grievance Procedure (Section 46.4)**.

44.1. Bullying

Bullying is behaviour that is offensive, intimidating, malicious, or insulting, or an abuse or misuse of power that undermines, humiliates, or injures an individual.

Examples include:

- verbal abuse or offensive language;
- public humiliation or ridicule;
- exclusion or victimisation;
- unfair or inconsistent treatment;
- setting unrealistic deadlines or workloads;
- deliberately withholding or misrepresenting information;
- undermining or destabilising an individual's role or performance.

Bullying may occur:

- face-to-face;
- via written or electronic communication (including email, Teams, or messaging platforms); or
- through indirect or systemic behaviours.

44.2. Harassment

Harassment is unwanted conduct related to a protected characteristic that has the purpose or effect of:

- violating an individual's dignity; or
- creating an intimidating, hostile, degrading, humiliating, or offensive environment.

This includes harassment related to:

- sex;
- gender reassignment;
- race;
- disability;
- religion or belief;

- sexual orientation; or
- age.

44.3. Sexual Harassment

Sexual harassment includes any unwanted conduct of a sexual nature, including:

- verbal, non-verbal, or physical behaviour;
- unwanted advances or inappropriate comments;
- displaying or sharing offensive material; or
- conduct resulting in less favourable treatment following acceptance or rejection.

44.4. Third-Party Harassment

The Company recognises its responsibility to protect employees from harassment by third parties, including clients, customers, suppliers, and visitors.

Examples include:

- offensive or discriminatory comments;
- unwanted physical contact;
- inappropriate jokes or remarks;
- sending offensive messages or materials; or
- displaying inappropriate or offensive content.

All such incidents must be reported immediately to a Line Manager or HR.

44.5. Standards of Behaviour and Enforcement

All employees are expected to:

- act in accordance with the Company's **Code of Conduct**;
- support the principles of the **Equality, Diversity and Inclusion Policy (Section 33)**;
- maintain professional and respectful working relationships; and
- contribute to a safe and inclusive working environment.

Any breach of this section may result in disciplinary action, up to and including dismissal, in accordance with:

- **Section 46 – Disciplinary Procedures**;
- **Section 34 – Dignity at Work**; and
- other relevant Company policies.

All matters will be handled:

- fairly and consistently;
- in accordance with the **ACAS Code of Practice**; and
- without unlawful discrimination.

44.6. Workplace Behaviour & Conduct Control Model

Purpose and Scope

The Workplace Behaviour & Conduct Control Model defines the Company's structured approach to promoting a respectful, inclusive, and professional working environment.
It applies to:

- all employees;
- contractors and third parties where applicable; and
- all workplace interactions, including internal, client, and third-party engagements.

Control Framework Overview

The model integrates key behavioural controls, including:

- the **Code of Conduct (Section 32.1)**;
- the **Equality, Diversity and Inclusion Policy (Section 33.1)**;
- the **Dignity at Work Policy (Section 34)**; and
- the Company's **Grievance and Disciplinary Framework (Section 46)**.

These controls are supported by:

- defined behavioural expectations;
- clear reporting and escalation mechanisms; and
- consistent management and enforcement processes.

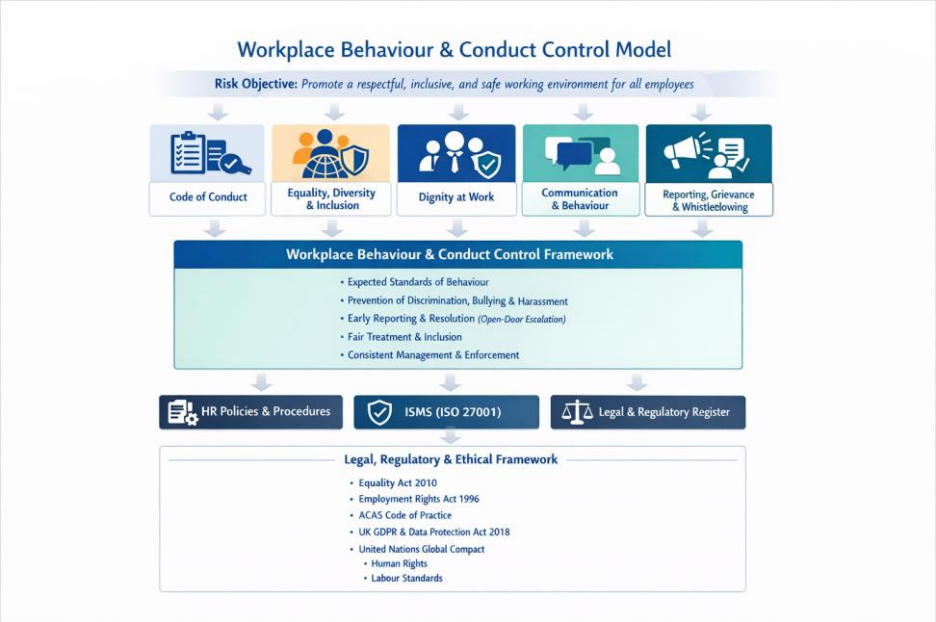

Figure 9: Workplace Behaviour & Conduct Control Model showing alignment between behavioural standards, employee conduct controls, reporting mechanisms, and the Company's governance framework, including the Code of Conduct, Equality, Diversity and Inclusion Policy, Dignity at Work Policy, Open-door Policy, ISMS, Legal Register, and applicable legal and ethical obligations.

Employee Responsibilities

All employees are required to:

- act in accordance with the Company's **Code of Conduct**;
- treat others with dignity, fairness, and respect;
- avoid behaviour that may constitute discrimination, bullying, or harassment;
- report concerns promptly in line with Company procedures; and
- cooperate with investigations and resolution processes.

Governance and Compliance

This model forms part of the Company's wider governance framework and is aligned with:

- the Equality Act 2010;
- the Employment Rights Act 1996;
- the ACAS Code of Practice; and
- the United Nations Global Compact (UNGC):
  - Principles 1 & 2 (Human Rights); and
  - Principles 3–6 (Labour Standards).

The model also supports a speak-up culture, enabling concerns to be raised through both the **Grievance Procedure (Section 46.4)** and **Whistleblowing Policy (Section 47)**, in line with legal and ethical obligations. It also provides access to informal escalation routes through the **Open-Door Policy (Section 48).**

Further Information

This section should be read in conjunction with:

- the **Code of Conduct (Section 32.1)**;
- the **Equality, Diversity and Inclusion Policy (Section 33.1)**;
- the **Dignity at Work Policy (Section 34)**;
- the **Open-Door Policy (Section 48)**; and
- the Company's **Grievance and Disciplinary Framework (Section 46)**.

45. Suspension

The Company may suspend an employee on full pay:

- pending the outcome of a disciplinary investigation; or
- for health and safety reasons.

Suspension:

- is a neutral act and not a disciplinary sanction;
- will only be used where reasonable and proportionate;
- will be subject to Senior Management approval; and
- will be confirmed in writing, including:
  - the reason for suspension;
  - expected duration; and
  - any applicable conditions.

During suspension:

- contractual terms and salary will continue;
- access to Company systems, premises, and communications may be restricted; and
- employees must remain available and comply with reasonable instructions.

Suspension will be kept under regular review and will not be longer than necessary.

46. Disciplinary, Capability and Grievance Framework

46.1. Overview

The Company operates formal procedures to ensure that workplace issues are managed:

- fairly;
- consistently;
- transparently; and
- in accordance with ACAS Code of Practice and applicable legislation.

These procedures apply to:

- **Misconduct** (disciplinary);
- **Performance** (capability); and
- **Workplace concerns or complaints** (grievance).

This framework must be read in conjunction with the Company's **Code of Conduct (Section 32.1)**, which defines the expected standards of behaviour, and the **Workplace Behaviour & Conduct Control Model (Section 44.6)**, which sets out the control framework supporting prevention, reporting, and management of workplace conduct issues.

46.2. Disciplinary Procedure

Principles

All disciplinary matters will be managed in line with:

- the ACAS Code of Practice on Disciplinary and Grievance Procedures;
- the Employment Rights Act 1996; and
- the Company's commitment to:
  - fairness;
  - proportionality; and
  - non-discrimination (Equality Act 2010).

Employees will:

- be informed of allegations;
- be given an opportunity to respond;
- have the right to be accompanied; and
- have the right to appeal.

All disciplinary matters relating to behaviour will be assessed against the standards set out in the **Code of Conduct (Section 32.1)** and the behavioural expectations defined within the **Workplace Behaviour & Conduct Control Model (Section 44.6)**.

Informal Process

Where appropriate, minor issues will be addressed informally through:

- discussion and clarification;
- feedback and coaching;
- agreed improvement actions; and
- training or support where required.

Formal Process (ACAS-Aligned)

Where formal action is required, the process will include:

- Investigation
- Written notification of allegations
- Disciplinary meeting
- Decision and outcome
- Written confirmation
- Right of appeal

For further details of the process, please refer to:

👉 https://www.acas.org.uk/disciplinary-procedure-step-by-step (web) and the ACAS guide to discipline and grievances at work at: https://www.acas.org.uk/acas-guide-to-discipline-and-grievances-at-work (web).

In its simplest form, the process will typically flow as follows:

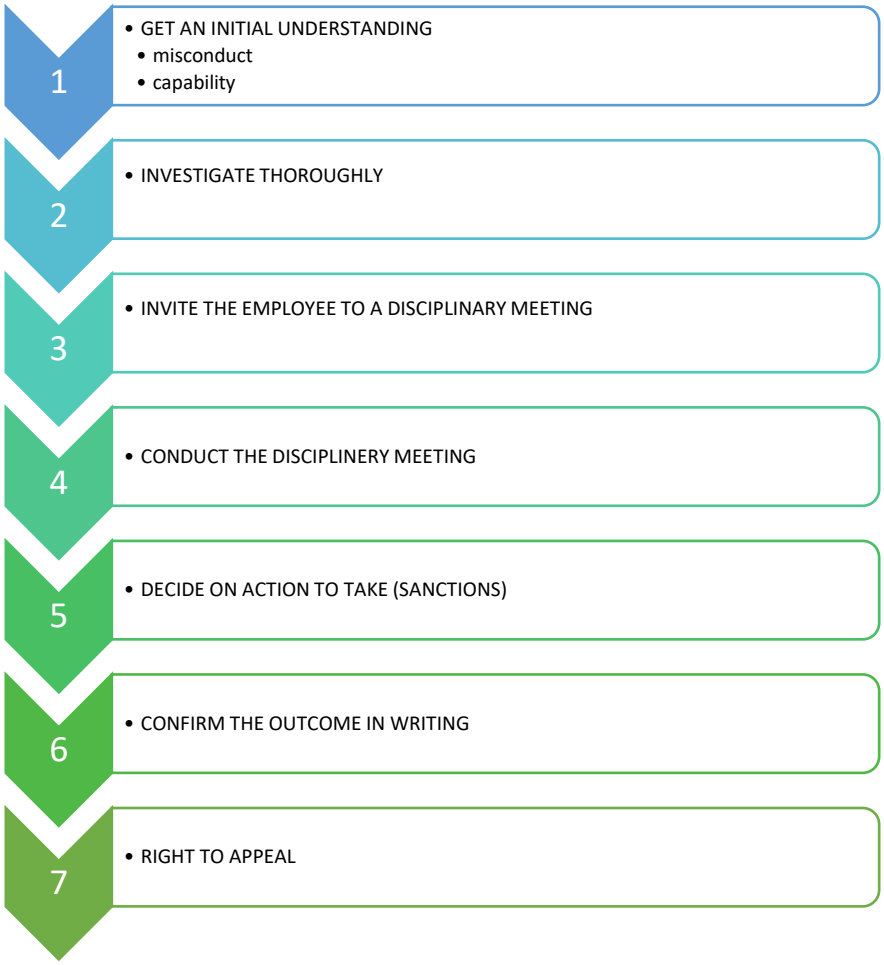

Figure 10: Overview of disciplinary process

and the Company's approach to managing disciplinary and capability matters is illustrated in the Disciplinary & Capability Process Model below.

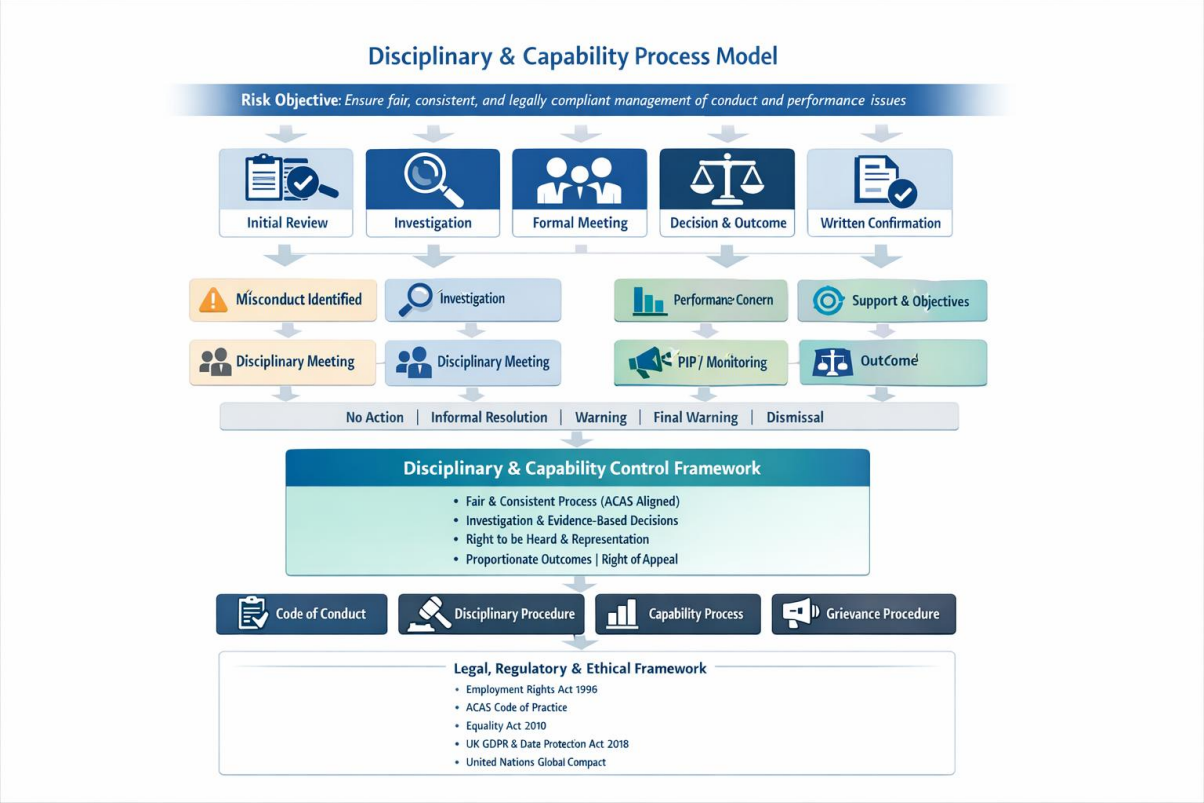

Figure 11: Disciplinary & Capability Process Model showing the structured, ACAS-aligned approach to managing misconduct and performance issues, including investigation, fair decision-making, proportionate outcomes, and the right of appeal, aligned with the Company's Code of Conduct, governance framework, UK employment legislation, and the United Nations Global Compact (UNGC) Principles on human rights and fair labour practices.

This model should be read in conjunction with the **Code of Conduct (Section 32.1)** and the **Workplace Behaviour & Conduct Control Model (Section 44.6)**.

Sanctions

Disciplinary outcomes may include:

- **No Action**
  - No case to answer.
- **Stage 1 – Verbal Warning**
  - Confirmed in writing; and
  - Typically active for 6 months.
- **Stage 2 – Written Warning**
  - Includes required improvements and timeframe; and
  - Typically active for 12 months.

- **Stage 3 – Final Written Warning**
  - Issued for serious or repeated misconduct;
  - May lead to dismissal if no improvement; and
  - Typically active for 12 months.

- **Stage 4 – Dismissal or Alternative Action**
  - May include:
    - dismissal (with or without notice depending on circumstances);
    - demotion; or
    - removal from role/responsibilities.

All decisions will be:

- evidence-based;
- reasonable; and
- proportionate.

Gross Misconduct

Gross misconduct may result in **summary dismissal (without notice)**.

Examples include (non-exhaustive):

- dishonesty or fraud;
- serious breach of Company policies;
- negligence or insubordination;
- serious health and safety breaches; or
- criminal conduct affecting employment.

Please also refer to **Section 42- Gross Misconduct** for additional examples and additional information.

Serious breaches of behavioural standards, including those defined within the **Code of Conduct (Section 32.1)** and the **Workplace Behaviour & Conduct Control Model (Section 44.6)**, may constitute gross misconduct.

Warnings and Records

All disciplinary warnings will include:

- nature of the issue;
- required improvements;
- timeframe;
- consequences of non-compliance; and
- right of appeal.

Warnings will be remain active as follows (unless extended for serious cases):

- Verbal warning – 6 months
- Written warning – 12 months

- Final written warning – 12 months

All records will be retained on the employee's HR file for integrity purposes but will be "spent" after the time scales above.

Probationary Period

During probation:

- the full formal process may not apply;
- performance concerns will be managed through:
  - guidance;
  - targets; and
  - review meetings.

Failure to meet required standards may result in dismissal following a fair process.

Right of Appeal

Employees may appeal any formal disciplinary decision:

- within **5 working days;**
- stating clear grounds; and
- to a manager not previously involved.

Appeal outcomes are final.

46.3. Capability (Performance Management)

Principles

Performance issues will be managed:

- separately from misconduct;
- fairly and supportively; and
- in line with:
  - Employment Rights Act 1996;
  - Equality Act 2010; and
  - ACAS guidance.

Approach

The Company will:

- identify performance concerns early;
- provide feedback, training, and support;
- implement a **Performance Improvement Plan (PIP)** where appropriate; and

- allow reasonable time for improvement.

Behavioural expectations relevant to performance and conduct are defined within the **Code of Conduct (Section 32.1)** and supported by the **Workplace Behaviour & Conduct Control Model (Section 44.6)**.

Escalation Process

Where capability affects performance, concerns will be managed through a structured and proportionate escalation process.

The Company will ensure that:

- concerns are identified and communicated clearly;
- employees are given a reasonable opportunity to respond;
- appropriate support, guidance, and training are provided;
- sufficient time is allowed for improvement; and
- decisions are evidence-based and applied fairly and consistent.

Escalation will typically follow these stages:

- Informal discussion and support
- Formal review and warning
- Final written warning
- Dismissal (where performance does not improve to the required standard)

All stages will be managed in line with the ACAS Code of Practice, the Employment Rights Act 1996, and the

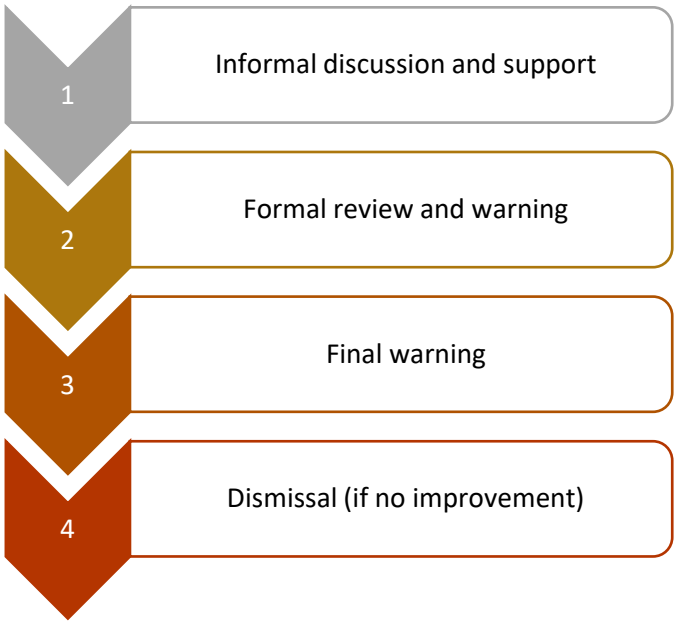

Figure 12: Capability escalation steps.

Health / Medical Considerations

Where performance or attendance is linked to health:

- medical advice may be obtained (with consent);
- Occupational Health referral may be used;
- reasonable adjustments will be considered (Equality Act 2010); and
- decisions will be based on medical evidence and business needs.

Disability and Reasonable Adjustments

The Company will:

- comply with the Equality Act 2010;
- make reasonable adjustments where required; and
- consult with the employee throughout the process.

Dismissal will only be considered where:

- adjustments are not reasonable or feasible; and
- no suitable alternative role exists.

46.4. Grievance

The Company recognises that employees may have concerns relating to their employment, working environment, or treatment at work.

A grievance may include (non-exhaustive):

- terms and conditions of employment;
- health and safety matters;
- working relationships with colleagues or managers;
- workplace behaviour, including discrimination, bullying, or harassment; or
- any other matter affecting the employee's working environment.

The Company encourages employees to raise concerns at an early stage to support fair, timely, and effective resolution.

Relationship to Whistleblowing

Where a concern relates to a personal workplace issue, it should be raised under this Grievance Procedure.

Where a concern relates to suspected wrongdoing in the public interest, it must be raised under the Company's **Whistleblowing Policy (Section 47)**.

In accordance with the Public Interest Disclosure Act 1998, wrongdoing may include:

- a criminal offence;
- failure to comply with a legal obligation;
- a miscarriage of justice;
- risks to health and safety;
- environmental damage; or
- deliberate concealment of any of the above.

This distinction ensures that concerns are handled through the appropriate governance framework.

Principles

All grievances will be managed:

- fairly, consistently, and without unlawful discrimination;
- in accordance with the ACAS Code of Practice; and
- in line with applicable employment legislation.

This approach aligns with the United Nations Global Compact (UNGC):

- Principles 1 & 2 (Human Rights): ensuring fair treatment, dignity, and respect;
- Principles 3–6 (Labour Standards): promoting safe, inclusive, and non-discriminatory working environments.

Employees will:

- be given the opportunity to explain their concerns;
- have their grievance considered objectively; and
- receive a clear outcome, including the right of appeal where applicable.

Informal Resolution

Where appropriate, employees are encouraged to seek resolution informally by discussing the matter with:

- their Line Manager;
- Human Resources; or
- another appropriate manager.

Informal resolution should be considered where issues can reasonably be resolved without formal escalation.

Formal Grievance Process

Where a matter cannot be resolved informally, a formal grievance may be raised.

The Company will follow an **ACAS-aligned process**, which includes:

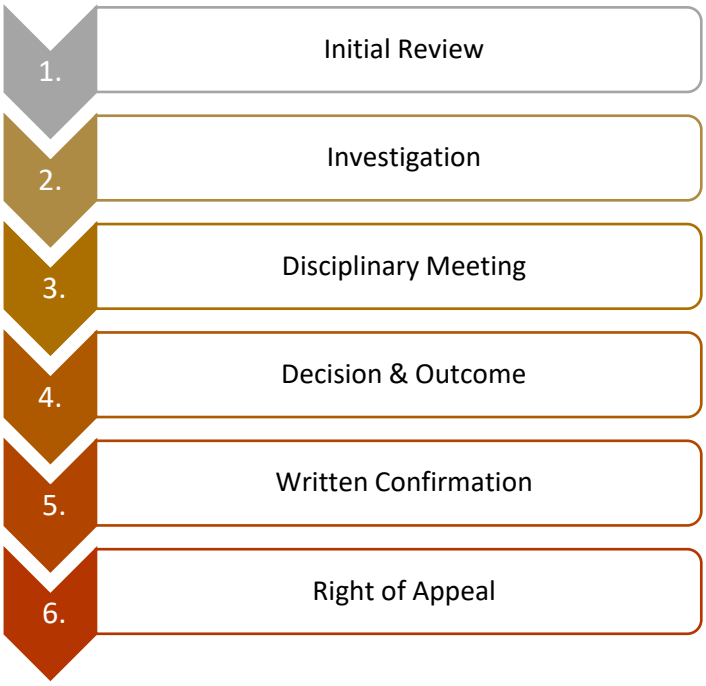

Figure 13: Grievance steps.

Further guidance: ACAS Grievance Procedure (web).

Serious or Sensitive Grievances

Where a grievance involves:

- discrimination;
- harassment or bullying; or
- the employee's Line Manager.

the grievance may be raised directly with:

- Human Resources; or
- Senior Management.

Overlapping Grievance and Disciplinary Cases

Where an employee raises a grievance during a disciplinary process:

- the disciplinary process may be suspended to address the grievance; or
- both matters may be managed concurrently where appropriate.

All decisions will be made on a case-by-case basis, ensuring fairness and procedural integrity.

Confidentiality

All grievances will be handled sensitively and, where possible, confidentially.
However, confidentiality cannot be guaranteed where:

- disclosure is necessary to investigate the matter; or
- the grievance results in formal action involving other individuals.

Information will be:

- shared on a need-to-know basis; and
- processed in accordance with UK GDPR and Company data protection requirements.

The Company will promptly investigate and address any grievance raised.

Mediation

Where appropriate, mediation may be used to support resolution.

This may involve:

- an internal independent party; or
- an external mediator (e.g. HR consultant or ACAS representative).

Mediation will only be used where:

- both parties agree; and
- it is appropriate to the nature of the issue.

Governance and Behavioural Framework

This procedure supports the Company's commitment to maintaining a respectful, inclusive, and professional working environment.

It must be read in conjunction with:

- the **Code of Conduct (Section 32.1)**;
- the **Workplace Behaviour & Conduct Control Model (Section 44.6)**; and
- the **Whistleblowing Policy (Section 47)**.

These frameworks:

- define expected standards of behaviour;
- provide mechanisms for reporting concerns; and
- ensure consistent, fair, and compliant management of workplace issues.

46.5. Data Protection

All personal and health-related data will be:

- processed in accordance with UK GDPR and the Data Protection Act 2018;
- handled confidentially; and
- accessed only where necessary.

46.6. Alignment with UN Global Compact (UNGC)

This section supports:

- Principles 1 & 2 (Human Rights):
  - fair treatment;
  - dignity; and
  - due process.

- Principles 3–6 (Labour Standards):
  - fair disciplinary practices;
  - non-discrimination; and
  - safe and respectful working environment.

47. Whistle blowing policy

The Company is committed to maintaining the highest standards of integrity, transparency, and ethical conduct.

Employees are encouraged to report any concerns relating to suspected wrongdoing in the workplace.

Scope and Relationship to Grievance

If you become aware of any criminal offence, tax evasion, money laundering, or other wrongdoing, you must report it in accordance with this policy.

Where a concern relates to a personal workplace issue, it should be raised under the **Grievance Procedure (Section 46.4)**.

This distinction ensures that concerns are addressed through the appropriate governance framework.

Principles

In accordance with the Public Interest Disclosure Act 1998, the Company has established a process for reporting concerns where an individual reasonably believes that wrongdoing has occurred, is occurring, or is likely to occur.

A disclosure is protected where the individual has a reasonable belief that the information disclosed shows wrongdoing in the public interest.

This approach aligns with the United Nations Global Compact (UNGC):

- Principles 1 & 2 (Human Rights): ensuring individuals can raise concerns safely and without fear;
- Principles 3–6 (Labour Standards): promoting fair and ethical working environments; and
- Principle 10 (Anti-Corruption): preventing bribery, corruption, financial crime, and unethical conduct, in line with UNGC Principle 10 (Anti-Corruption).

A wrongdoing may include (non-exhaustive):

- a criminal offence;
- failure to comply with a legal obligation;
- tax evasion or financial crime;
- money laundering;
- a miscarriage of justice;
- risks to health and safety;
- environmental damage; or
- deliberate concealment of any of the above.

Confidentiality and Protection

All concerns will be handled confidentially, so far as reasonably practicable. However, confidentiality cannot be guaranteed where:

- disclosure is required to properly investigate the matter; or
- legal or regulatory obligations require disclosure.

The Company will not tolerate any form of retaliation, victimisation, or detrimental treatment against an individual who raises a concern in good faith and in accordance with this policy. Any such behaviour will be treated as a disciplinary matter and may result in formal action.

Procedure

Step 1 – Report the Concern

Employees should raise concerns promptly with:

- their Line Manager; or
- where appropriate, a member of Senior Management.

The recipient of the disclosure must:

- ensure the matter is recorded;
- carry out, or arrange, a prompt and proportionate investigation; and
- escalate findings to Senior Management where required.

Senior Management (or the CEO where appropriate) will:

- determine appropriate action; and
- report matters to relevant external authorities where necessary.

Where appropriate, the Company may:

- take disciplinary action; or
- implement corrective measures.

Employees will be informed of outcomes where possible and appropriate, taking into account confidentiality obligations.

Step 2 – Escalation

If:

- the concern involves Line Management; or
- the employee believes the matter has not been handled appropriately

the concern should be escalated directly to:

- the CEO; or
- an authorised senior representative.

An independent or further investigation will be undertaken where required.

Governance and Related Policies

This policy forms part of the Company's wider governance framework and must be read in conjunction with:

- the **Grievance Procedure (Section 46.4)**;
- the **Code of Conduct (Section 32.1)**; and
- the **Workplace Behaviour & Conduct Control Model (Section 44.6)**.

These frameworks ensure:

- clear reporting pathways;
- consistent handling of concerns; and
- alignment with legal, regulatory, and ethical obligations.

Personal workplace concerns must not be raised under this policy where they fall within the scope of the **Grievance Procedure (Section 46.4)**.

48. Open-Door Policy

The Company operates an **Open-Door Policy** to promote open communication, feedback, and the early resolution of workplace matters.

Employees are encouraged to raise any concerns, questions, or issues with:

- their Line Manager in the first instance; or
- another appropriate manager where necessary.

Purpose

The purpose of this policy is to:

- support early, informal resolution of workplace issues;
- encourage open and constructive communication; and
- promote a positive, transparent, and respectful working environment.

This approach aligns with:

- the ACAS Code of Practice, which encourages informal resolution where appropriate; and
- the Company's commitment to fair and consistent management practices.

Scope and Application

Employees may raise matters relating to:

- day-to-day working issues;
- working relationships;
- concerns about workload, communication, or expectations; or
- any matter affecting their working environment.

Where appropriate, employees may escalate concerns to a more senior manager if:

- the matter cannot be resolved with their Line Manager; or
- the concern involves their Line Manager.

Relationship to Formal Procedures

The Open-Door Policy is intended to support informal resolution.

Where a matter:

- cannot be resolved informally; or
- is of a serious nature

it should be raised under the appropriate formal process:

- **Grievance Procedure (Section 46.4)** – for personal workplace concerns;
- **Whistleblowing Policy (Section 47)** – for concerns relating to wrongdoing in the public interest.

Responsibilities

Employees are expected to:

- raise concerns promptly and in good faith;
- engage constructively in discussions; and
- cooperate in resolving issues informally where appropriate.

Managers are expected to:

- listen to concerns objectively and without bias;
- respond in a timely and appropriate manner; and
- take reasonable steps to resolve issues or escalate where necessary.

Where a matter is HR-related, Human Resources should be informed where appropriate to ensure consistency and support.

Confidentiality and Conduct

Discussions under this policy will be handled:

- sensitively; and
- in a professional and respectful manner.

Confidentiality will be maintained where reasonably practicable, subject to the need to investigate or escalate issues appropriately.

Alignment with Ethical Standards

This policy supports the Company's commitment to the United Nations Global Compact (UNGC):

- Principles 1 & 2 (Human Rights): promoting dignity, respect, and the right to raise concerns;
- Principles 3–6 (Labour Standards): supporting fair treatment, open communication, and a safe working environment.

49. Social Dialogue

The Company is committed to promoting open communication, collaboration, and employee participation in workplace matters in line with the United Nations Global Compact (UNGC), particularly Principles 1 & 2 (Human Rights) and Principles 3–6 (Labour Standards).

Social dialogue supports mutual respect, transparency, and inclusive engagement between employees and management, helping to improve working conditions, organisational performance, and employee wellbeing.

Employees are encouraged to contribute to discussions through regular communication channels, feedback mechanisms, and representative forums to support continuous improvement and shared decision-making.

Further details, including roles, governance, and participation frameworks, are set out in the Social Dialogue Policy: 👉 Social Dialogue Policy (intranet).

50. General Security

50.1. Purpose

To ensure the physical security of Company premises, personnel, and information assets in line with:

- ISO/IEC 27001:2022 (Controls: A.7, A.5, A.8);
- UK GDPR and Data Protection Act 2018;
- Health and Safety at Work etc. Act 1974; and
- UN Global Compact (Principles 1–6).

This section is supported by the Company's **Information Security Management System (ISMS)**, including the **Physical & Environmental Security Policy**, **Access Control Policy**, and **CCTV Policy**.

50.2. Personal Property

- Employees are responsible for safeguarding personal belongings on Company premises.
- The Company accepts no liability for loss or damage unless required by law.
- Lost or found items must be reported immediately to:
  - Line Manager; and
  - Operations Team

✅ Control Alignment:

- ISO 27001 A.7.1 (Physical security perimeters)

50.3. Visitors/Unauthorised Personnel

Access Control Requirements

- All visitors must:
  - Sign in using the approved visitor log system;
  - Be authorised and sponsored by a host employee; and
  - Be escorted at all times within controlled areas.

- Visitors must:
  - Use guest Wi-Fi only; and
  - Not connect to internal networks or LAN infrastructure.

Employee Responsibilities

Employees must:

- Challenge unknown individuals where safe to do so;
- Escalate concerns immediately to management; and
- Ensure visitors are signed out on departure.

Out-of-Hours Access

- Non-employees are prohibited outside business hours unless formally authorised.

Further Information

Further requirements relating to physical access controls and security zones are set out in the Company's **Physical & Environmental Security Policy** and **Access Control Policy.**

✅ Control Alignment:

- ISO 27001 A.7.2 (Physical entry controls)
- ISO 27001 A.5.15 (Access control)

✅ UNGC Alignment:

- Principles 1 & 2 (Protection of people and assets)

50.4. Access Control and Key Management

Access Methods

Access is controlled via:

- SMART KEY via Paxton10 (mobile credential)
- Token Fob
- PIN

Key requests and Deployment

Smart Keys are issued by default to all Employees and applicable workers. Once a key request is approved, a SMART KEY is produced via Paxton10 and sent to the relevant email address. Once received, registration of the key will be required before it can be used.

If you require a physical token/fob or alternative access to the premise, please discuss your requirements with the Head of Operations.

Governance

- Controlled and monitored by: Head of Operations
- All access events are logged and auditable

This section should be read in conjunction with the Company's **Access Control Policy**, which defines detailed access provisioning, authentication, and control requirements.

Key Principles

- Access is role-based and risk-based
- Out-of-hours access requires approval
- Keys remain Company property at all times

Lost / Stolen Keys

If a key is lost or stolen, the key holder must immediately notify their line manager and the Head of Operations. The token or SMART KEY can then be immediately deleted from the system and no further action will be required.

The Company will usually pay for a replacement token on the first occasion an employee loses it and on any subsequent occasion, be entitled to reclaim the cost through a one-off pay reduction.

Termination of Employment and return of keys

All staff terminating employment with the Company for whatever reason must return all tokens to their Line Manager, Operations Team, or Head of Operations prior to their departure. All tokens will be reset and SMARTKEYS terminated as part of the Company's Leaver process.

All keys remain the property of the Company. If keys are not returned, the key holder may, when applicable, be charged for key replacement and rekeying of the area where necessary.

Prohibited Activities

- Sharing or transferring access credentials
- Unauthorised duplication or modification
- Allowing unauthorised access
- Failure to report loss/theft immediately

✅ Control Alignment:

- ISO 27001 A.5.17 (Authentication information)
- ISO 27001 A.7.2 (Physical access control)

Entry Unlocking process

Physical presence: Present your SMARTKEY or token at the sensors to gain entry and disarm the alarm.

Remotely from intercom/control panel inside the building: Press the door release button for the external door and the separate inner door release on the wall, only after confirming who is being let in and any reception requirements, such as being greeted and signed in.

Remotely from Paxton10 App: Limited access to the building, with prior arrangements, may be available via remote entry using the Paxton10 App to facilitate unattended deliveries and service, etc. Only those authorised with the necessary privileges (Nick Jaggers, Monika Cyrkiel, and Danny Lovell) are able to facilitate remote entry, which is dependent on the App running and being to communicate with the office.

Exit Unlocking process

To exit through the controlled doors, present your finer on the exit sensors and wait for the door lock to release. Ensure the door has fully closed behind you and has locked.

If you are the last person exiting the premises at the end of the day, you must follow the locking Up Procedure below.

Locking up procedure

Before you exit 1st floor door:

- All screens are turned off
- Air Conditioning off (except server room)
- Meeting rooms' screen and air conditioning off
- Server room's air conditioning and fan are on and lights off
- Rear FIRE EXIT door is bolted
- Taps off in kitchen and toilets
- Fridges closed
- Microwave, coffee machine, etc., are switched off
- Lights off

After you exit the 1st floor door Monday to Friday before 6:30pm

- Close all doors behind you
- Check lower fire door is closed
- Check the door to bluesource's entrance has shut behind you and locked
- Turn lower lobby light off

- Exit through the main front door and check outer door has closed behind you and locked.

After you exit the 1st floor door after 6:30pm or weekends

- Close all doors behind you
- Check lower fire door is closed
- Use your SMART KEY or TOKEN on the sensor on the lower inner door to set the alarm system
- Check the door to bluesource's entrance has shut behind you and locked
- Turn lower lobby light off
- Exit through the main front door and check outer door has closed behind you and locked.

50.5. Company searches (Stop and Search Policy)

Principles

Searches will only be conducted where:

- There is a reasonable and proportionate suspicion
- It is necessary to protect:
  - Health and safety;
  - Company assets; or
  - Legal or regulatory obligations.

Requirements

- Searches must be:
  - Authorised by Senior Management;
  - Conducted respectfully and privately;
  - Witnessed where appropriate; and
  - Recorded that it has taken place, detailing date, time, purpose, attendees and outcome.

- Individuals will be informed of:
  - Reason for search;
  - Scope and process; and
  - Right to representation.

Limitations

- No intrusive or intimate searches permitted
- Must comply with:
  - Human Rights Act 1998; and
  - UK GDPR (fair processing).

Refusal

- Refusal will be assessed case-by-case; and
- Disciplinary action only where reasonable and proportionate.

Search discoveries

- Where an employee is found to be in possession of prohibited substances or there is evidence to suggest that they have committed a criminal offence, they will be suspended on full pay pending a further investigation, which may result in disciplinary action, including dismissal. (see **Section 45 – Suspension** and **Section 46 – Disciplinary**).
- The Company reserves the right to inform the police of any suspicion it may have about the use of controlled drugs by any of its employees on Company premises or regarding any other criminal offence.

✅ Control Alignment:

- ISO 27001 A.5.1 (Policies for information security); and
- Legal compliance (UK GDPR, Employment Law).

✅ UNGC Alignment:

- Principles 1 & 2 (Human rights and dignity).

50.6. CCTV and Monitoring

Purpose

CCTV is used for:

- Security and crime prevention; and
- Protection of employees and assets.

Legal Compliance

CCTV is operated in accordance with:

- UK GDPR;
- Data Protection Act 2018; and
- ICO CCTV Code of Practice.

Controls

- Cameras positioned only in appropriate areas;
- No surveillance in private spaces (e.g. toilets); and
- Clear signage displayed.

Access and Use

- Access restricted to authorised personnel only;
- Use limited to defined purposes; and
- Misuse results in disciplinary action.

Further Information

Further details are set out in the Company's **CCTV Policy**, including data retention, access controls, and monitoring governance.

✅ Control Alignment:

- ISO 27001 A.7.4 (Monitoring physical security); and
- ISO 27001 A.5.34 (Privacy and protection of PII).

☑ UNGC Alignment:

- Principles 1 & 2 (Respect for privacy and dignity).

51. Information Security

51.1. Overview

Purpose and Principles

Information Security ("IS") ensures the confidentiality, integrity, and availability (CIA) of information assets:

- **Confidentiality** – Access restricted to authorised individuals only
- **Integrity** – Information is accurate, complete, and protected from unauthorised modification
- **Availability** – Information is accessible when required by authorised users

The Company protects information through a structured framework of **policies, controls, processes, and technologies** aligned to its **Information Security Management System (ISMS)**.

ISMS and Governance Framework

The Company operates an **Information Security Management System (ISMS)** aligned to:

- ISO/IEC 27001:2022;
- ISO/IEC 27002:2022;
- UK GDPR & Data Protection Act 2018; and
- Contractual and regulatory requirements (see **Legal Register**).

The ISMS:

- Defines risk-based security controls;
- Applies least privilege and access control principles;
- Integrates with operational, HR, and technical processes; and
- Is subject to ongoing monitoring, audit, and continuous improvement.

Scope of the ISMS includes:

- Finance and HR systems;
- Internal IT systems and corporate platforms;
- Client-facing managed services and support environments; and
- Cloud, SaaS, and infrastructure services.

Employee Responsibilities (ISO27001:2022 A.6, A.5)

All employees must:

- Comply with all Information Security policies and procedures;
- Protect Company, client, and third-party information;
- Use systems and data lawfully, securely, and appropriately;
- Report:
  - security incidents
  - suspected breaches
  - system weaknesses

Failure to comply may result in disciplinary action **(see Section 46)**.

Core ISMS Policy Framework (Cross-Reference Only)

Employees must understand and comply with the following key policies:

- Acceptable Use Policy **(see Section 51.5)**;
- Access Control Policy;
- Password Policy **(see Section 51.6)**;
- Data Classification & Handling Policy **(see Section 51.3)**;
- Confidentiality Policy **(see Section 51.2)**;
- CCTV Policy **(see Section 50.6);**
- **Physical & Environmental Security Policy**; and
- **Mobile Device / Endpoint Security Policy**.

The full set of Company information security related polices is available via intranet / ISMS repository. 👉 IT Security Individual Policies (intranet), and a few of the key requirements are outlined in the next few subsections.

51.2. Confidentiality and Information Handling

In line with ISO27001: 2022 (A.5.10, A.5.12, A.5.34), employees and workers must:

- Only access information on a need-to-know basis;
- Not disclose information without authorisation or legal basis; and
- Protect information:

- during use;
- in storage; and
- during transmission.

- Must follow the Company's **Confidential Data Policy** and **Data Classification Policy**
  IT Security Individual Policies (intranet).

Confidentiality obligations:

- Apply during and after employment;
- Extend to client and third-party data; and
- Are enforceable under contract and law.

Failure to comply may result in disciplinary action **(see Section 46)**.

51.3. Document Classification and Confidential Document handling

In accordance with the Company's Data Classification Policy and ISO 27001 controls (A.5.12, A.5.13, A .5.34), all information must be:

- Classified according to sensitivity:
  - Public;
  - Internal / Proprietary;
  - Client Confidential; or
  - Company Confidential.

- Labelled using Microsoft 365 sensitivity labels.

Control Requirements

Classification	Key Controls
Public	Availability only
Internal	Access control + integrity
Client Confidential	Strict access control + encryption + NDA
Company Confidential	Highest level controls + encryption + restricted access

Mandatory Requirements

All confidential data must:

- Be labelled appropriately;
- Be stored only on approved Company systems;
- Be protected using:
  - access control, and
  - encryption (where applicable).

- Be securely disposed of when no longer required.

The Company has published a topic specific "**Data Classification Policy**" to provide further guidance:
Data Classification Policy (intranet)

Failure to comply may result in disciplinary action **(see Section 46)**.

51.4. Clear Desk & Clear Screen

In accordance with the Company's ISMS and ISO 27001 Control: A.7.7, employees must:

- Lock devices when unattended;
- Remove sensitive information from desks and screens;
- Secure physical documents (locked storage); and
- Immediately collect printed confidential material.

The purpose of this is to:

- Prevent unauthorised access; and
- Reduce risk of data loss or exposure.

Failure to comply may result in disciplinary action **(see Section 46)**.

51.5. Acceptable Use of Systems and Company Assets

In accordance with the Company's ISMS and ISO 27001 Controls: A.5.10 and A.5.23), Company systems and assets, along with those entrusted to it, must be used:

- For authorised business purposes only; and
- In line with security and compliance requirements.

Prohibited activities include:

- Unauthorised access or data sharing;
- Use of systems for unlawful or inappropriate purposes; or
- Circumventing security controls.

The Company has published a topic specific "**Acceptable Use Policy**" to provide further guidance:
Acceptable Use Policy (intranet)

All employees and workers must always abide by this policy and failure to do so, may result in disciplinary action being taken **(see Section 46)**.

51.6. Password and Authentication Controls

In accordance with the Company's ISMS and ISO 27001 Controls: A.5.17 and A.5.18), users must:

- Use strong, unique passwords;
- Not share credentials; and
- Follow Company password standards.

Key Controls

- Minimum complexity enforced;
- Password rotation where required;
- Centralised authentication (Active Directory); and
- Multi-Factor Authentication (MFA) required for all cloud services.

Further information and guidance can be found in the Company's "**Password Policy**" a copy of which can be found at: 👉 Password Policy (intranet).

All employees and workers must always abide by these controls and applicable policies and failure to do so, may result in disciplinary action being taken **(see Section 46)**.

51.7. Mobile Device and Endpoint Security

In accordance with the Company's ISMS and ISO 27001 Controls: A.8.1, A.8.2, and A.5.15, devices accessing Company systems must:

- Be managed or approved by the Company;
- Meet defined security configuration standards; and
- Be enrolled in Mobile Device Management (MDM) (e.g. Microsoft Intune).

Security Controls

- Device encryption;
- Remote wipe capability;
- Separation of business and personal data; and
- Use of a supported and regularly patched operating system.

Restrictions

- Use of unmanaged devices is prohibited for access to Company systems and data ; and
- Company data must not be stored outside approved and managed environments.

As an important part of keeping the Company's corporate data and resources protected, if a mobile device connects to the Company's information, services, or mobile applications, it will need to meet the Company's Information Security requirements, as summarised above, and enrolled on to the Company's centralised management system, currently Microsoft Intune.

InTune will isolate business data and apps from personal ones.

Figure 14: Representation of Personal and Work application separation on an Android device.

Once enrolled, the mobile device (phone or tablet) will be able to continue to be used for work purposes and IT will be able to manage limited aspects of the mobile device to keep the Company protected.

Access will not be lost to personal apps and data, and there will not be a need to manually configure Company network or email connections. Don't worry! All your private stuff is still for your eyes only.

When the Company manages a mobile device, you will be able to:

- Access the company's network
- Access email and other work files
- Reset a phone to factory settings if it is lost or stolen (via the SMC)
- Automatically configure a company email account
- Get company apps from the Company Portal.

The Company, if necessary, will be able to:

- Reset the phone to factory settings if it is lost or stolen
- Remove company-related files and apps (without removing your personal files or apps)
- Require the use a password or PIN
- Remotely reset the PIN or lock the device if it is lost or stolen
- Make the device compatible with our security standards.

Essentially as a managed device, we don't have the ability to read anybody's data, however from a security perspective, we would have the ability to remotely wipe someone's phone to protect both their own and Company information stored on it.

Devices will not be wiped without the authorisation of the member of staff who owns the device (for employee-owned devices) or has it allocated to them (for Company owned devices), and will only be where a device has been lost or stolen.

Should a device be wiped without this authorisation, disciplinary action may be taken against the individual that proceeded to wipe without authorisation.

As a remote wipe will reset the whole device and may also affect data stored on installed memory cards or encrypted to that device, please regularly backup your data to guard against loss. The Company shall not be responsible for any such loss, so however arising.

Where an individual's own device is being managed, if they leave the Company, the Company will assist in seamlessly turning it back into an unmanaged device for you.

Mobile device management will be gradually rolled out across the Company. If a personally owed device is not accessing Company Apps or syncing Company email accounts, it will not need to be managed by the software.

Failure to comply may result in disciplinary action **(see Section 46)** and potential information security or data protection implications.

Related Policies and Controls

This section should be read in conjunction with:

- **Mobile Phone Policy (see Section 17.4)** – including safe use, legal compliance, and device handling requirements;
- Bring Your Own Device (BYOD) requirements within the Mobile Phone Policy; and
- **End User Device Security Policy** within the ISMS. (End User Device Security Policy (intranet))

These policies define detailed requirements for:

- acceptable use and safe operation of devices;
- BYOD enrolment, monitoring, and restrictions; and
- protection of Company systems, data, and communications.

52. Compliance

52.1. General

The Company is committed to operating in accordance with all applicable legal, regulatory, and contractual obligations, including those set out in its Legal Register. This includes compliance with legislation such as the UK GDPR, Data Protection Act 2018, and other laws relevant to the Company's operations.

Alignment with Ethical Commitments

The Company's approach to compliance forms part of its wider commitment to responsible business conduct and aligns with the United Nations Global Compact (UNGC) principles, including:

- adherence to legal and regulatory requirements; and

- a commitment to integrity, transparency, and ethical behaviour across all operations.

Employee Responsibilities

Employees must:

- act in accordance with all applicable laws, regulations, and Company policies;
- complete their work in a lawful, ethical, and responsible manner;
- be aware of and adhere to the Company's **Data Processing Policy** and **Privacy Policy**; and
- report any suspected breaches of legal or regulatory obligations promptly.

Any employee who becomes aware of, or suspects, unlawful activity carried out on behalf of the Company must report it to Senior Management in line with the Company's **Whistleblowing Policy (see Section 47)**.

Key Compliance Areas

The Company's compliance framework includes, but is not limited to:

- Anti-Money Laundering and financial crime prevention **(see Section 52.2)**;
- Anti-Bribery and Corruption **(see Section 52.4)**; and
- Data protection, privacy, and the lawful handling of personal information **(see Section 52.6).**
- Heightened risk interactions (including public officials and Politically Exposed Persons (PEPs)) **(see Section 52.2).**

52.2. Enhanced Compliance Awareness (for public officials and PEPS)

Employees must remain aware that certain activities may present heightened legal and ethical risk, particularly when interacting with **public officials** or **Politically Exposed Persons (PEPs)**.

A public official includes any individual holding a legislative, administrative, or judicial role, or performing a public function on behalf of a government, public agency, or state-owned enterprise. A Politically Exposed Person (PEP) is an individual who holds, or has held, a prominent public position, or who is closely associated with such a person.

Interactions with such individuals carry an increased risk of bribery, corruption, conflicts of interest, or undue influence. Employees must therefore ensure that:

- all dealings are lawful, transparent, and appropriately authorised;
- no improper advantage is offered, requested, or accepted; and
- any concerns or unusual circumstances are promptly escalated to their Line Manager or Human Resources.

These requirements form part of the Company's broader compliance framework and must be read alongside the **Anti-Bribery and Corruption Policy (see Section 52.4)**, the **Code of Conduct**, and applicable legal obligations, including the UK Bribery Act 2010. They also support the Company's commitment to the United Nations Global Compact (UNGC) Principle 10 – Anti-Corruption.

52.3. Anti-Money Laundering

The Company is committed to preventing money laundering, terrorist financing, and other forms of financial crime. This includes taking reasonable and proportionate steps to identify, assess, and manage risks arising from its business activities and financial transactions.

Money laundering is the process by which criminally obtained funds are concealed or converted into legitimate assets. The Company recognises that, through its international operations and financial activities, it may be exposed to the risk of being unknowingly involved in such activity

The Company complies with applicable UK legislation, including the Proceeds of Crime Act 2002, and adopts recognised good practices in relation to anti-money laundering controls and procedures.

Alignment with Ethical Commitments

The Company's approach to preventing money laundering forms part of its wider commitment to ethical business conduct and financial crime prevention. This includes alignment with United Nations Global Compact (UNGC) Principle 10, which requires organisations to work against corruption in all its forms, including money laundering, fraud, and bribery.

Employees are expected to uphold these principles by acting with integrity, remaining alert to financial crime risks, and complying with all applicable Company policies and legal requirements.

Employee Responsibilities

Employees must:

- Act with integrity and remain alert to potential indicators of money laundering;
- Follow Company procedures relating to financial transactions, customer due diligence, and approvals;
- Not knowingly engage in, facilitate, or ignore suspicious financial activity; and
- Report any suspicions of money laundering immediately to their Line Manager, the Head of Operations, or via the Company's **Whistleblowing Policy** (see **Section 47** below).

Risk Awareness

Employees should be aware that risks may arise in areas such as:

- payments from overseas or third parties;
- unusual or unexplained transactions;
- requests for refunds to different parties or accounts; and
- customers or partners who are unwilling to provide appropriate information.

Reporting

Any suspicion of money laundering must be reported promptly. Failure to report concerns, or involvement in money laundering activity, may result in disciplinary action and could lead to criminal liability.

Any employee who becomes aware of, or suspecting, another employee acting illegally, whilst acting on behalf of the Company, must report the activity to Senior Management, following the Company's **Whistleblowing Policy** (see **Section 47**).

Further details are set out in the Company's **Anti-Money Laundering Policy**, available on the Company intranet and external website: Anti-Money Laundering Policy (intranet).

52.4. Anti-Bribery and Corruption

The Company is committed to conducting its business honestly, ethically, and transparently, and to preventing bribery and corruption in all its forms. A zero-tolerance approach is applied to bribery, corruption, facilitation payments, and improper influence at all times.

The Company operates in compliance with the UK Bribery Act 2010, applicable laws in all jurisdictions in which it operates, and recognised good practice in relation to anti-corruption controls and governance.

Alignment with Ethical Commitments

The Company's approach to anti-bribery and corruption reflects its commitment to ethical business conduct and aligns with United Nations Global Compact (UNGC) Principle 10, which requires organisations to work against corruption in all its forms, including bribery, extortion, and improper influence.

Employee Responsibilities

Employees must:

- Act with integrity and avoid any situation that could involve or appear to involve bribery or corruption;
- Not offer, promise, give, request, or accept any bribe or improper benefit;
- Ensure that any gifts or hospitality are lawful, proportionate, transparent, and approved in line with Company requirements;
- Avoid facilitation payments and any form of improper inducement; and
- Report any suspicions, concerns, or breaches promptly in line with the Company **Whistleblowing Policy** (see **Section 47**).

Consequences of Non-Compliance

Bribery and corruption are criminal offences that may result in severe penalties for individuals, including imprisonment, and significant legal, financial, and reputational consequences for the Company. Compliance with this policy is therefore a critical legal, regulatory, and ethical obligation.

Further details are set out in the Company's Anti-Corruption and Anti-Bribery Policy, available on the Company intranet and external website: Anti-Bribery and Corruption Policy (Intranet).

Interactions with Public Officials and Politically Exposed Persons (PEPs)

Employees must exercise particular care when interacting with **public officials**, government representatives, regulators, or individuals acting in an official capacity.

A public official includes any person holding a legislative, administrative, or judicial position, or any individual exercising a public function on behalf of a government, public agency, or state-owned enterprise.

In addition, employees should be aware of **Politically Exposed Persons (PEPs)**. A PEP is an individual who holds, or has held, a prominent public position, or who is closely associated with such a person (for example, through family or close business relationships).

Interactions with public officials and PEPs present a higher risk of bribery, corruption, or improper influence. Therefore, employees must:

- not offer, promise, give, request, or accept any gift, hospitality, or benefit that could improperly influence a decision;
- ensure any interaction is lawful, proportionate, transparent, and appropriately authorised;
- avoid any activity that could create a conflict of interest or perception of undue influence; and
- escalate any concerns or uncertainties to their Line Manager or Human Resources.

Any engagement involving public officials or PEPs that falls outside normal, low-risk business activity must be discussed in advance with management.

All interactions must comply with the Company's **Anti-Bribery and Corruption Policy**, the UK Bribery Act 2010, and support the Company's commitment to the United Nations Global Compact (UNGC) Principle 10 – Anti-Corruption.

52.5. Intellectual Property Rights

The Company recognises that intellectual property ("IP") is a valuable business asset that supports innovation, service delivery, and competitive advantage. All Intellectual Property Rights created by employees in the course of their employment, or in connection with duties assigned to them, shall belong to the Company, unless otherwise agreed in writing.

This includes, but is not limited to, copyrights, designs, inventions, processes, documentation, software, and other materials developed as part of Company business activities. Such rights apply globally and include all rights of use, registration, extension, and renewal where applicable.

Alignment with Ethical Commitments

The Company's approach to intellectual property protection forms part of its wider commitment to responsible business conduct and aligns with the principles of the United Nations Global Compact (UNGC). In particular:

- Principles 1 & 2 (Human Rights): respecting the rights of individuals and organisations in relation to ownership and lawful use of intellectual property;
- Principle 10 (Anti-Corruption): ensuring that intellectual property is not misused for improper advantage, unlawful gain, or unethical conduct.

Employee Responsibilities

Employees must:

- respect the Company's ownership of intellectual property created in the course of employment;
- not use, disclose, copy, or distribute Company intellectual property outside authorised purposes;
- respect third-party intellectual property rights, including licences, contractual restrictions, and legal protections; and
- report any concerns regarding misuse, infringement, or unauthorised disclosure of intellectual property.

Further Information

Further details relating to ownership of inventions and related obligations are set out in the employee's **Contract of Employment** (Terms and Conditions of Employment) and any applicable Company policies.

52.6. Personal Information, Data Protection and Privacy.

We respect the privacy of all individuals. In accordance with the Data Protection Act 2018 ("DPA") and General Data Protection Regulation ("GDPR") (Regulation (EU) 2016/679), together with any applicable privacy laws and regulations, we collect and retain employee's personal information that is reasonably required for the effective operation of the Company, to be able to offer employment and for the Company's legal obligations.

It is the Company's intention to continuously maintain accurate and up-to-date records for all employees.

Employees must inform the Company of any change of their contact numbers (for both mobile and residential) and to ensure such numbers are contactable, should the employee be absent during the official office hours.

Please notify HR concerning any change relating to your personal circumstances including:

- Marital status;
- Address;
- Contact telephone number (for both mobile and residential);
- Name;
- Dependants (e.g., for medical benefit purposes);
- Persons to be notified in case of emergency;
- Bank details for salary payment;
- Academic/professional qualifications;
- Change of next-of-kin's particulars and contact numbers;
- Pregnancy and paternity;
- Beneficiaries;
- Financial standing (including bankruptcy); or
- Convictions.

From time to time you may be requested to check the data which the Company holds, and you can re quest any inaccurate information is updated by contacting privacy@bluesource.co.uk.

Details of the Company's Privacy Policy for Employees can be found on our website at:
https://www.bluesource.co.uk/data-privacy-and-processing (web).

Details of the Company's Privacy Policy related to personal information for non-employees can also be found from the same link, together with the Company's Data Processing Policy.

53. Inventions

Employees are required, as part of their duties, to identify and contribute to improvements in the Company's products, services, processes, systems, and operations.

Any invention, discovery, design, improvement, or other work ("Invention") developed during the course of employment must be promptly disclosed to the Company.

In accordance with the employee's **Contract of Employment** and applicable legislation, including the Patents Act 1977 and the Copyright, Designs and Patents Act 1988, all intellectual property rights in such Inventions shall belong exclusively to the Company, unless otherwise agreed in writing.

All worldwide copyright and design rights in such Inventions shall remain the property of the Company and are subject to the provisions set out in the Intellectual Property section **(see Section 52.5)**.

Further details are set out in the employee's Contract of Employment and this section supports the Company's commitment to the United Nations Global Compact (UNGC), including:

- Principles 1 & 2 (Human Rights) – respect for lawful ownership and rights; and
- Principle 10 (Anti-Corruption) – prevention of misuse of intellectual property for improper advantage.

54. Equipment Requests Policy

Requests for new or replacement equipment must be:

- approved in writing by the employee's Line Manager;
- submitted to the Operations Team for procurement; and
- where purchased by an individual rather than via Operations Team, expensed in accordance with the Company's **Expense Policy (see Section 31)**.

All procurement decisions are subject to Company approval and operational requirements.

55. Company Property

Unless required as part of their role, or authorised in writing, employees must not remove, copy, or use Company Property for unauthorised purposes.

"**Company Property**" includes all materials, assets, and information belonging to the Company, Group Companies, customers, or partners.

Where Company Property is stored on personal or non-Company devices or locations, employees must:

- disclose this to the Company;
- obtain prior written authorisation from Senior Management as an exception to Company policy; and
- comply with any requirement to implement appropriate security controls, including the transfer or deletion of such data.

Use of Company Property outside Company premises (including under hybrid working arrangements) is permitted only where:

- authorised by the Company; and
- in compliance with the Company's **Acceptable Use Policy**, **Remote Working**, **Hybrid Working**, **Information Security requirements (Section 51)**, and related ISMS policies.

All Company Property must be returned in accordance with **Section 62 – Return of Property**.

This section aligns with:

- ISO/IEC 27001:2022 (Asset Management and Information Security controls);
- UK GDPR and Data Protection Act 2018; and
- UNGC Principles 1–6 (protection of assets, responsible use, and fair working practices).

56. Marketing / bluesource Brand Guidelines

Employees must ensure that all documentation, communications, and materials comply with the Company's brand guidelines as communicated from time to time.

57. Public statements

Employees must act responsibly to protect the reputation and integrity of the Company. Employees must not:

- make statements that could damage the Company's reputation; or
- give media interviews, publish content, or represent the Company externally without prior authorisation from Senior Management.

All public communications must:

- be accurate, lawful, and appropriately authorised; and
- comply with the Company's **Code of Conduct**, **Confidentiality**, and **Information Security requirements**.

This section supports the Company's commitment to the United Nations Global Compact (UNGC), including:

- Principles 1 & 2 (Human Rights) – responsible and respectful communication;
- Principles 3–6 (Labour Standards) – professional conduct; and
- Principle 10 (Anti-Corruption) – prevention of misleading or improper external communications.

Termination and After Employment

This section aligns with the Company's commitment to fair and responsible employment practices, including the United Nations Global Compact (UNGC) Principles on human rights and labour standards.

58. Termination Notice

In the event of resignation or termination of your employment by the Company, relevant notice must be provided as set out in your Contract of Employment.

There are two types of notice period:

- **Statutory** – the minimum legal notice that must be provided under applicable legislation; and
- **Contractual** – the notice period defined within the Contract of Employment, which may exceed the statutory minimum.

Where the Company terminates employment, the greater of the contractual or statutory notice period will apply.

Resignation or termination notice must be provided in writing by either party. The notice period will commence on the day following receipt of notice.

If an employee has taken more than their pro-rata annual leave entitlement at the point of termination, the Company may make a deduction from final salary where permitted by law and the Contract of Employment.

Annual leave during a notice period is subject to Company approval and will be managed in accordance with the Working Time Regulations 1998.

The Company reserves the right, at its sole discretion and where permitted by the Contract of Employment, to:

- require the employee to work their notice period; or
- make a **payment in lieu of notice (PILON)**, equivalent to basic salary and contractual benefits for the applicable notice period.

Where applicable, employees are expected to:

- cooperate fully with handover arrangements; and
- provide reasonable assistance to ensure continuity of business operations.

The date of termination will be confirmed in writing.

All termination arrangements will be managed in accordance with applicable employment legislation, Company policies, and the principles of fairness, consistency, and non-discrimination.

59. Final Pay

Final salary will be processed through the normal payroll cycle and will include, as applicable:

- salary up to the termination date;
- accrued but untaken annual leave;
- authorised expenses and payments; and
- any contractual payments due (including PILON where applicable).

The Company reserves the right to make lawful deductions from final salary, including:

- overpaid salary or benefits;
- excess annual leave taken; and
- unreturned Company property or associated recovery costs, where permitted by law and contract.

All payments will be made in accordance with UK payroll legislation and HMRC requirements.

Where the value of any deductions exceeds the employee's final salary, the remaining balance will be treated as a debt owed to the Company. The Company may seek to recover such amounts directly from the employee, including through agreed repayment arrangements or, where necessary, appropriate legal action.

Any recovery action will be reasonable, proportionate, and in accordance with applicable law and contractual provisions.

The Company may also withhold references or take further action where appropriate and lawful until outstanding matters are resolved.

60. Garden Leave

Where provided for in the Contract of Employment, the Company may place an employee on garden leave during all or part of the notice period.

During garden leave:

- the Company is not required to provide work;
- the employee may be required not to attend Company premises;
- duties may be restricted or varied; and
- access to systems, clients, suppliers, and confidential information may be limited or withdrawn.

The employee will continue to receive salary and contractual benefits and must:

- remain available during working hours;
- comply with all contractual obligations; and
- not undertake other employment or business activity without prior written consent.

The Company may require the employee to resign from any directorships or roles held within Group Companies.

61. References

References for former or departing employees are provided on request.

The Company will normally provide a factual reference, including job title and dates of employment. All reference requests must:

- be submitted to Human Resources; and
- include appropriate authorisation from the individual.

References will be provided in accordance with UK GDPR and the Data Protection Act 2018.

62. Return of Property

On termination of employment, or at any time upon request, employees must immediately return all Company Property, including:

- documents, records, and information assets;
- computer hardware, mobile devices, and storage media;
- access credentials, keys, passes, and authentication devices; and
- any materials relating to the Company's business.

Employees must not retain copies (including electronic copies) of Company information.

All access to Company systems, networks, and data will be revoked in accordance with the Company's **People Security Policy**, **Access Control Policy**, and leaver process.

Failure to return Company Property may result in recovery of costs or deductions from final salary or recovery of replacement costs, where permitted by law.

This section should be read in conjunction with the Company's Information Security, Access Control, and Asset Management requirements.

63. Post-Employment Confidentiality and Obligations

Confidentiality obligations continue after termination of employment.

Employees must not, at any time after leaving the Company:

- disclose or use confidential, proprietary, or commercially sensitive information;
- misuse Company or client data; or
- retain or distribute Company information in any form.

These obligations apply to:

- Company information;
- client and third-party information; and
- intellectual property created or accessed during employment.

All such obligations are enforceable under the employee's **Contract of Employment**, applicable law, and the Company's **Information Security Management System (ISMS)**.

64. Retirement

The Company is committed to equal opportunities and does not operate a compulsory retirement age, in line with the Equality Act 2010.

Employees may choose to retire at a time of their choosing and must provide notice in accordance with their Contract of Employment.

Employees should:

- notify their Line Manager and HR in writing; and
- provide reasonable notice to support succession and handover planning.

The Company will:

- meet with the employee to agree arrangements; and
- confirm the retirement in writing.

Employees are encouraged to consider pension arrangements and seek independent financial advice.

All retirement arrangements will be managed in accordance with applicable legislation and the Company's commitment to fair and non-discriminatory practices.

65. Sign-Off

On behalf of bluesource	
Name	Nick Jaggers
Position	Head of Operations
Signature	
Date	14/7/2026

66. Revision History

This Handbook is subject to periodic review and update to ensure continued alignment with applicable legislation, business requirements, and the Company's Information Security Management System (ISMS).

As part of the Company's governance framework, this document will be reviewed at least annually, or more frequently where required, including as part of the ISMS management review process.

Revision Date	Reviser	Description of Revision
22/02/2024	Nick Jaggers	Reviewed and updated from June2023 version and rebranded.
15/07/2024	Nick Jaggers	Credit check section updated to introduce the fraud check.
08/11/2024	Nick Jaggers	Carryover leave expiry updated from end of February to end of December to give a whole year to use up carryover days.
16/12/2024	Nick Jaggers	Home Worker Risk Assessment reference added, probation process updated and requirement for fraud check.
28/04/2025	Nick Jaggers	Updated for change of pension to salary sacrifice.
28/05/2026	Nick Jaggers	Major update to align with changes in UK legislation and alignment with UNGC principles.
14/07/2026	Nick Jaggers	Added requirement for explicit prior authorisation before working outside the United Kingdom, including contractual, information security, data protection, payroll/tax, legal and operational risk considerations.

12/10/2026	Nick Jaggers	Maternity and Paternity section updated.