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1. *Introduction*

This Employee Handbook provides you with information about the Employer and conditions of your employment. It has been designed for reference as well as illustrating the Employer's commitment to good working practices.

All employees are issued with a written statement of particulars of employment as required under the Employment Rights Act 1996.

The purpose of this handbook is to provide you with further information.

Section 2 of this handbook provides a supplement to your contract of employment, but if there is any inconsistency between this document and your personal contract of employment the contract will prevail.

If you have any questions regarding this handbook please speak to your Supervisor or the Office Manager.

2. General information

Deductions from Salary

The Employer is required to deduct income tax and National Insurance contributions at source. In addition, any outstanding debts to the Employer at the date of termination will be deducted from final monies due.

The Employer will always try to answer any queries you may have about deductions from your pay.

If you wish to contact our tax office the address is as follows:

HM Inspector of Taxes

[PAYE reference is 531/WZ29193.](#)

Pay As You Earn

HM Revenue and Customs

BX9 1AS

United Kingdom

Termination of Employment

On leaving the employment of the Employer, payment for any partial month worked will not be credited until the normal salary payment date, at which time your P45 will also be issued.

Expenses

Individuals, who are authorised to incur expenses on an informed budget which limits their overall expenditure, do not require individual authorisation prior to incurring expenditure, provided any single item of expenditure does not exceed £250.

Any individual without a personal budget must seek specific authorisation from Mr Lam or the Office Manager before incurring expenditure.

Expenditure reasonably and properly incurred in the course of your employment will be reimbursed upon production of receipts or other evidence required by the Employer.

Claim forms for expenses incurred on Employer business should be submitted as and when.

Each form should be completed in full, signed by both the claimant and an authorised signatory and returned to Mr Lam or the Office Manager. You will be reimbursed by cash straight away.

The Employer reserves the right not to reimburse where receipts are not provided.

NB: Business Mileage expenditure - Important Note: You must record your business mileage for your own income tax purposes and then always use this information to complete your expenses claim.

Employer property

You must not remove from the Employer's premises any material or equipment belonging to the Employer, its clients, customers or suppliers, or which does not belong to you personally unless prior written permission has been obtained.

The Employer's or client's time, material or equipment must not be used for any unauthorised work or activity.

Employees must not send out personal mail at the Employer's expense.

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Employees must not use any Employer property, including telephones, computer equipment, or email facilities, for any purpose other than in the performance of their duties for the employer.

Mobile Phones

Where provided for business use by the Employer, mobile phones must not be used for personal calls.

Any employee who is in breach of this provision may be subject to disciplinary action.

Visiting other premises

Whilst on customer's premises, employees must at all times comply with the relevant Health & Safety policies and any other procedures or rules operating at that site. Failure to comply may result in disciplinary action.

Job Descriptions

It is the intention of the Employer that all staff will have a written job description, this will state the following:

- Job Title
- To whom you report
- The purpose of the job
- Detailed description of key areas
- The standards of performance expected of you.

This document will act as a guide to the jobholder and their Manager so that each has a clear appreciation of what the job involves and what the jobholder needs to achieve.

Training and Development Policy

The Employer is committed to the training and development of its employees in order to help develop the potential of each individual while supporting the achievement of the Employer's aims and objectives.

The Employer recognises that its employees require a wide cross section of skills and knowledge to perform effectively in their jobs and to enable the Employer to carry out its business activities.

To help the Employer achieve its aims, the Employer will:

- ensure that individuals have the necessary skills for their jobs,
- support the acquisition and development of additional skills,
- support the development of leadership and managerial capabilities; and
- encourage and support individual learning.

Personal Details

The information you provided on joining the Employer needs to be kept up to date. In the event of changes to your personal details such as address, or bank account please ensure that the Office Manager is informed.

Absences

Jury Service

If you are called upon to attend as a juror, please advise either Mr Lam, the Farm Manager or the Office Manager immediately and supply copies of all correspondence.

Employees will normally be granted unpaid leave of absence for jury service. In exceptional circumstances, and where the needs of the business dictate, the Employer may apply to withdraw the employee from jury service, after consultation with the employee.

Medical or Dental Consultation

Where possible, medical or dental consultations should be arranged out of working hours.

Where this is not possible, permission to attend appointments during working hours requires agreement in advance by either Mr Lam, the Farm Manager or the Office Manager.

Time off for this purpose will normally be unpaid.

Time Off for Dependants

All employees are permitted reasonable time off to deal with certain unexpected or sudden emergencies involving a dependant, in accordance with your statutory employment rights.

Time off for this purpose will be unpaid. Please see section 28 of the handbook for further information.

Adverse Weather Conditions

The Employer recognises that from time to time employees may be faced with difficulty in attending work due to adverse weather conditions. The Employer also believes that the safety of all employees is of the utmost importance. This policy has been developed to clarify the time off provisions for employees unable to attend work as a result of adverse weather conditions.

What is classed as adverse weather conditions?

Adverse weather conditions can include the following:

- Heavy snow fall.
- Floods.
- Gale Force wind conditions e.g. tornados, hurricane force winds; and
- Dangerous road conditions resulting from sub-zero temperatures.

Normally adverse weather conditions are issued as a warning from the MET Office and/or local Police Authority. The police may request that people do not travel unless they have no alternative. (Please see end of this policy for useful links)

The Employer appreciates the difficulties some employees may face travelling to work dependent on the location of their home to the workplace. Employees should use their own reasonable judgement based on actual road conditions and forecasts prior to undertaking their journey.

Travelling difficulties caused by the location of an employees' home in relation to their place of work are primarily the responsibility of the employee, and it is the duty of every employee where possible, to report on time to their place of work.

Consideration will be given to each individual employee based on their location and available methods of transport. This will be done in conjunction with reference to weather warnings, road reports, school closure reports and information regarding accessibility to alternative methods of transport.

What your responsibility is as an employee:

As an employee it is your responsibility to make every effort to attend for work at your normal place of work. In the event you are unable to attend due to adverse weather conditions you must contact either Mr Lam,

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the Farm Manager or the Office Managers soon as is practicably possible (the timescales set out for reporting sickness absence should be used for this purpose).

You should not unreasonably refuse to comply with temporary redeployment to an alternative place of work or to undertake other duties.

What your responsibility is as a manager:

As a manager it is your responsibility to consider the range of factors impacting upon an employee's ability to attend work, examples of these factors can be found below:

- The safety of the employee.
- Distance travelled to work.
- Prevailing weather conditions and their estimated duration.
- An employee's regular mode of transport.
- Individual requests from people with any physical impairment that may present additional barriers to attendance at work in adverse weather conditions.
- The requirement of the service for members and customers.
- The capacity for redeployment to a more accessible or appropriate base along with the provision for alternative duties.
- The need to use alternative communication mediums and transport systems.
- Ability to work from home.

Where the Employer accepts that you have used your best endeavours to attend work but you have been unable to do so, or you are late because of the severe weather conditions or the major disruptions to public transport, Mr Lam, the Farm Manager or the Office Manager will discuss the options with you. At the Employer's discretion, you may be required or permitted to:

- make up the time later.
- take unpaid Time off for Dependants (to be used for example for school closures or issues related to childcare commitments, if applicable and if the closure could not be foreseen);
- take any absence from work as part of your annual leave entitlement.
- use up accrued time off in lieu owed to you.
- work from home or otherwise work remotely; or
- take unpaid leave.

The Employer may base its decision on your individual circumstances (for example the distance from your home to your place of work, your mode of transport and how viable it is for you to work from home) and on the needs of the Employer.

What happens if there is a school closure that affects the employee?

If this situation arises, the use of Time off for Dependants can be used. Please note Time off for Dependants is normally unpaid.

What happens if the Employer does not believe that the employee has made a reasonable attempt to arrive on time?

The Employer will explain this to the employee and investigate.

Failure to make an informed, reasonable attempt to attend the workplace may be classed as unauthorised absence and result in disciplinary action.

What happens if the adverse weather conditions develop during a working day?

Mr Lam will be responsible for reviewing operational needs and then communicating directly to their team should individuals be able to leave work early.

Where the Employer decides that the business should close for the day due to adverse weather conditions, employees will be eligible to receive normal basic pay up to their normal finish time.

Where either Mr Lam, the Farm Manager or the Office Manager concludes that the business can remain open, if an employee requests to leave early due to the weather and is given permission to do so, the employee will receive their normal pay up to the time they leave work on that day.

Once permission has been given to employees to leave it is for individuals to judge whether it is safe to travel and whether they wish to leave early. No employees should take it upon themselves to leave work without the prior permission of either Mr Lam, the Farm Manager or the Office Manager. Such action will be deemed unauthorised absence and this may result in disciplinary action.

Health and safety

The Employer is committed to protecting the health and safety of all its employees and this includes during severe weather conditions. The Employer will aim to adopt a reasonable approach to the situation. Employees also have a duty to take reasonable care of your own health and safety and that of other persons who may be affected by your acts or omissions. This includes taking extra care when travelling to and from work in severe weather conditions and allowing more time for your journey, including making alternative travel arrangements where appropriate.

Useful contacts/information

- www.bbc.co.uk/weather for regular updates on UK weather forecast and weather warnings.
- <http://www.highways.gov.uk/traffic/traffic.aspx> for regular travel updates.
- www.bbc.co.uk/news for news updates.
- Listen to your local radio stations for updates reference school closures and traffic reports.
- Visit local council websites for updates reference school closures and traffic reports.

Security

All employees should be aware of the need to take appropriate security precautions, and reasonable steps should be taken to protect:

- High value office equipment
- Employees and visitor's personal property
- Confidential information

The following standard precautions should always be followed:

- As far as possible all visitors to our offices should always be accompanied.
- If you come across an unaccompanied stranger on the premises, do not be afraid to ask them politely who they are and, if necessary, request identification.
- If your suspicions are aroused, then report it at once to Mr Lam.
- Do not disclose confidential information about the Employer, its activities or its clients to a stranger.

- If you are uncertain then check with Mr Lam.
- You may not release confidential information unless you have authority to do so.
- Care should be taken when giving information over the telephone, fax or email and employees should be certain that the person requesting the information is entitled to receive it.
- Under no circumstances should any employee discuss business matters with any part of the media.
- Any media enquiries (including telephone calls) should be passed directly to Mr Lam.
- Always keep your keys in a safe place and do not leave your handbag, wallet or other valuable items at your workplace when you leave your place of work. The Employer is not responsible for loss or damage to personal property.

Courtesy

Employees always must be courteous towards clients, customers and colleagues. Discourtesy may be treated as a disciplinary matter.

Pensions

The Employer will enrol you into a pension scheme automatically to the extent it is required to do so as a matter of law. Full details are available from the Office Manager.

Lay off and Short-Time Working

The Employer shall have the right to lay off without pay or require employees to work short-time with a proportionate reduction in pay if, for any reason, there is a shortage of work or if normal working is prevented for any reason beyond the Employer's control.

You will be paid guaranteed payments at the prevailing statutory rate during any period of lay off or short time working.

In the event of employees being laid off or placed on short time working under this provision, the Employer, will review the position every two weeks and will inform the affected employees of the result in writing.

3. Absence Management

Purpose and scope

This policy and procedure set out the Employer's philosophy with regard to promoting the health, safety and well - being of all staff and monitoring and managing attendance (which includes all unauthorised absence, sickness absence and lateness) of all employees. The purpose is to ensure that a fair and consistent approach is taken in the active management of sickness absence.

Principles & Aims

The Employer aims to encourage all its employees to maximise their attendance at work. It is recognised, however, that a certain level of sickness absence is inevitable. It is the Employer's policy to support employees who are genuinely sick and unable to come to work.

Whilst the Employer understands that there will inevitably be some sickness absence amongst employees, it must also pay due regard to its business needs. If an employee is frequently and persistently absent from work, this can damage effectiveness and output, and place an additional burden of work on the employee's colleagues.

By implementing this policy, the Employer aims to strike a reasonable balance between the pursuit of its business needs and the genuine needs of employees to take time off work because of sickness.

The procedures supporting this policy are based on good practice and are intended to ensure that a consistent approach to the active management of sickness absence is adopted across the Employer. The Employer will have due regard and comply with the Equality Act 2010.

The broad aims of the policy are to:

- Provide a supportive environment for those employees affected by ill health.
- Balance the interests of the employee and the needs of the Employer;
- Encourage and develop a positive attitude towards attendance at work with the benefit of reduced rates of absence due to sickness; and
- Maintain efficiency and support members of staff in their working environment

Responsibility of Staff

Notification

Employees must inform either Mr Lam, the Farm Manager or the Office Manager (verbally by telephone) of their absence and on each subsequent day of absence not covered by a Fit Note. A text message or email is not enough. Employees must notify either Mr. Lam, the Farm Manager or the Office Manager of their absence as soon as possible on the first day of such absence preferably the evening before and in any event, where this is not reasonably practicable, no later than one hour before the normal starting time. If illness prevents the employee from telephoning personally then the employee must request somebody else telephone on their behalf.

In the event that an employee does not contact either Mr Lam, the Farm Manager or the Office Manager before midday on the first day of absence then they will make contact with the employee to find out the cause of the absence.

Failure to notify absences as described above may result in the absence being recorded as unauthorised and result in pay being withheld for that day, or period of days. Periods of unauthorised absence may be treated as a disciplinary issue and depending on the seriousness of the issue and the circumstances; unauthorised absence could lead to formal disciplinary action which may result in dismissal.

When reporting sickness absence, the following information should be given:

- The date of becoming ill/unfit for work.
- A description of the nature of illness/reason for absence, which should be more detailed than simply 'unwell' or 'sick'.
- Whether the illness is due to an accident or injury at work
- Whether the employee will be seeking medical attention
- How long the sickness absence is expected to last; and
- When contact will be made again.

If an employee is unsure of the possible length of sickness absence then it is their responsibility to contact either Mr Lam, the Farm Manager or the Office Manager on each day of absence and to submit the relevant certificates as soon as this information/certificate is available.

If an employee becomes ill during the working day and leaves work with either Mr Lam, the Farm Manager or the Office Managers permission this will be classed as a half day of sickness absence, depending on the time they leave. However, the employee will not be required to self-certificate unless the absence continues into the next day and beyond.

Certification

Employees are required to complete a self-certification form for absences of 1 to 7 calendar days on the first day upon returning to work. The form must be signed by the employee and either Mr. Lam, the Farm Manager or the Office Manager.

If the duration of the sickness absence exceeds 7 calendar days, the employee must obtain a medical certificate (Fit Note) from his/her General Medical Practitioner (GP). The medical certificate must be forwarded to either Mr Lam, the Farm Manager or the Office Manager.

Long term sickness absence

Absences over 28 continuous calendar days duration are considered long term.

When an employee has been absent for longer than 28 calendar days and a date of return cannot be established, where appropriate, a meeting will be arranged with the employee, usually at the employee's home (with the employee's consent). The purpose of the meeting will be to ensure that the employee is receiving appropriate support and to ensure the Employer has an up-to-date understanding of the latest medical situation and prognosis. The meeting will be conducted by either Mr Lam, the Farm Manager or the Office Manager. The specific issues for discussion will be:

- Likelihood of improvement in health and subsequent attendance.

- Effect of past and future absences on the business and whether there are any reasonable adjustments which could be made with regard to the employees work;
- Whether further medical evidence is required; and
- Availability of alternative work if appropriate.

A record of the meeting will be made and kept on the employee's file.

Any absence from work of more than 28 calendar days may result in referral to an Occupational Health provider. The purpose of such a referral will be to provide an indication of the likely duration of the employee's absence and whether any steps can be taken to help the employee to return to work, including reasonable adjustments to workload, work practices or work pattern or redeployment.

In the event of the above actions having been considered and completed wherever reasonably practicable, dismissal of the employee due to their continuing incapability to undertake their job due to ill health may be considered.

In some circumstances a phased return to work may be agreed following a long period of sickness absence.

Return to work interview

Following a period of sickness absence of at least one day, either Mr. Lam, the Farm Manager or the Office Manager will arrange a return to work meeting with the employee as soon as practicable during the first day back at work.

The aim of the meeting is to:

- Welcome the employee back to work.
- Confirm the cause of absence.
- Provide an opportunity to discuss the nature and frequency of the illness(es) and absence record if this is becoming an issue of concern.
- Indicate to the employee that their absence has been noted.
- Establish the likelihood of recurrence.
- Discuss any causes attributable to the working environment.
- Establish whether medical advice is required from the Occupational Health provider.
- Establish whether a risk assessment is required.
- Complete the self-certification form or collection of medical certificates; and
- Establish the fitness of the employee to return to work.

The meeting must be conducted in private and all issues discussed will be treated as confidential.

The focus of the return to work interview is to ensure that the absence was required, the treatment was effective, the employee is sufficiently fit to return to work and resolve any potential problems.

The return to work interview will be placed on the employee's file.

Monitoring procedure (Absence)

In dealing with issues concerning sickness absence it is important to ensure that a consistent approach is adopted across the Employer. The Employer will review sickness absence records on a regular basis.

Sickness absence will be raised as requiring attention where an individual's records meet one or more of the following criteria:

- 1 days' unauthorised absence; or
- 4 (separate) occasions of absence or a total of 10 days absence in a rolling 12 months; or
- During probationary periods, 2 (separate) occasions of absence or 5 days absence in total.

Cases that fall consistently just outside one or more of these criteria may also be investigated.

The appropriate course of action will be considered by the Employer. Possible actions may include:

- A meeting with the employee to review the absence record and causes of recent sickness absence.
- A decision to keep the case under review if the absences are known, understood and acceptable.
- Request for further medical information via the employee's GP/specialist consultant, with the employees written consent under the Access to Medical Records Act.
- A referral of the employee to the Occupational Health provider.
- Coaching of employee regarding unacceptable levels of sickness absence and maintaining levels of health.
- In serious cases, action in accordance with the Employer's disciplinary policy and procedure.

Monitoring procedure (Lateness)

The Employer operates the following policy on employees' timekeeping, in order to maximise its productivity, efficiency and effectiveness and ensure fair treatment of all staff.

- Where, for any reason, an employee realises that he/she is likely to be late for work at the start of the working day/shift; he/she must endeavour to telephone either Mr. Lam, the Farm Manager or the Office Managers soon as possible to explain the situation and give an estimate of when he/she expects to arrive at work. It is accepted that circumstances outside employees' control can cause lateness, for example if a traffic accident has caused long delays on the roads. However, a high volume of traffic causing delays that is a normal or regular occurrence, or which can reasonably be anticipated, will not be regarded as a valid reason for an employee's lateness.
- Repeated or persistent lateness without good reason will be viewed as misconduct.
- Where, following any three or more unauthorised occasions of lateness within anyone-month period, an employee's timekeeping remains unsatisfactory, the Employer may invoke its disciplinary procedure.

Approaches to high levels of sickness absence

Sickness absence falls into several categories and each requires a different management response.

1. A one-off absence (e.g. minor operation);
2. A series of absences due to one diagnosed cause.
3. Serious long-term illness(es);
4. Absences due to minor unrelated illnesses

The approach adopted will differ according to the nature of the absence(s). In the first category, for example, a minor operation will have usually remedied an employee's ill health and no further action will be

necessary. The Employer may, however, want to satisfy itself that the problem will not recur by referring the employee to the Occupational Health provider when the employee returns to work.

Absences falling into the second category may require further investigation and risk assessments and consideration of redeployment of the employee if this is deemed necessary.

Absence cases falling into the third category may result in redeployment or, as a last resort termination of employment on the grounds of capability.

Where there have been several absences due to minor and unrelated illnesses. In serious cases, where no improvement has resulted despite intervention from the Employer action in accordance with our disciplinary policy and procedure will be considered.

Occupational Health Referral

The role of the Occupational Health Referral is to provide advice and guidance to the Employer and its employees on the impact of ill health on their ability to undertake their duties and, where appropriate, what measures can be put in place to support the employee.

The Employer will make the appointment for the employee.

The employee must be made aware of their rights under the Access to Medical Records Act in relation to the Employer's request to seek a report from their GP.

Where the employee does not give their consent to seeking a report from their GP and/or the employee refuses to meet with the Occupational Health provider, the implications of this should be discussed with the employee and confirmed in writing. Under these circumstances, the Employer will have no option but to proceed on the basis of the limited information available and appropriate action taken.

Unauthorised Absence

If you fail to report for work without prior permission or without notifying the Employer and you do not have a legitimate reason, this constitutes unauthorised absence. Where employees are off sick, they will need to comply with the Employer's sickness absence reporting procedures, and you must provide the required evidence of your incapacity)

Unauthorised absence also includes the following.

- where you fail to return to work on time from a period of annual leave or other approved leave of absence without reasonable excuse
- cases where you purport to take a period of annual leave that has not been approved in advance by Mr Lam, the Farm Manager or the Office Manager.
- failure to report absence as a result of sickness, following the Employer's sickness absence management procedure

Unauthorised absence without good cause is a serious disciplinary matter. It will be dealt with in accordance with the Employer's disciplinary procedure and depending on the circumstances of the case, it may amount to potential gross misconduct and lead to your dismissal from the Employer.

You will not receive payment of wages or salary for any period or periods of unauthorised absence as you will have failed to report for work. The Employer reserves the right to withhold payment or deduct from salary a day's pay for each day of unauthorised absence.

Procedure

- On the first day of your unauthorised absence, either Mr Lam, the Farm Manager or the Office Manager will attempt to contact you and will keep a record of this. If you do not answer the telephone, they will leave a voicemail message, if possible, asking you to return the call. If Mr Lam, the Farm Manager or the Office Managers unable to make contact with you, they may attempt to contact your listed emergency contact or next of kin.

If nothing has been heard from you and the Employer has been unable to make satisfactory contact with either you or your emergency contact or next of kin, Mr Lam, the Farm Manager or the Office Manager will write to you setting out that you are absent from work without permission and the attempts that have been made to contact you. You will be asked to contact the Employer as a matter of urgency, and you will also be warned that unauthorised absence without good reason is a serious disciplinary offence which could result in disciplinary action being taken against you.

If you continue to be absent from work without permission, disciplinary proceedings will be instituted against you and this could result in your summary dismissal from employment.

Where you do make contact with either Mr Lam, the Farm Manager or the Office Manager and arrangements are made for you to return to work, if the absence is for either a legitimate reason and/or you provide a satisfactory explanation for your lack of contact, you may still be subject to disciplinary action in relation to either your period of unauthorised absence and/or your failure to follow the Employer's absence reporting procedures. Depending on the seriousness of the offence, again this could result in your summary dismissal from employment.

4. Disciplinary and capability procedure

General

The purpose of the Employer's disciplinary and capability policy is to ensure that employees are treated fairly and consistently in the event of their failure to meet acceptable standards of conduct, attendance and job performance, or any other breach of the Employer's terms and conditions of employment.

The procedure is for guidance only and does not form part of employee's contracts of employment.

During the probationary period the Employer reserves the right to terminate your employment without following the disciplinary policy. Your employment may be terminated without notice in the first month thereafter a payment in lieu will be made, except in the case of gross misconduct where no notice of payment in lieu is due. Where possible, it is hoped that informal counselling or other good management practice will resolve matters prior to any disciplinary action being taken and/or the termination of employment.

The following procedure allows for warnings to be given in most cases, with the aim being to assist the employee to achieve and maintain acceptable standards rather than providing a means to punish employees. In serious cases, or by failure to achieve acceptable standards after a final written warning, dismissal may result.

In exceptional circumstances, for example where an employee has committed an act of gross misconduct, the employee may be summarily dismissed without notice or payment in lieu of notice.

Where appropriate, minor conduct or performance issues may be resolved informally. Where the matter cannot be resolved informally or where an informal approach is not appropriate, we will comply with the following formal procedures:

Disciplinary Rules

It is neither practical nor desirable to list all the conduct, actions and behaviours that might result in disciplinary action.

The examples indicated in the following paragraphs are not exhaustive. On all occasions a full and proper investigation will take place, and in the event of disciplinary action being commenced, the employee will be informed of the specific nature of the conduct that has resulted in disciplinary action.

Examples of conduct relating to work and work performance that may result in disciplinary action includes:

- Persistent unauthorised lateness or absence from work.
- Negligent use or care of Employer property that would risk loss or damage.
- Disregarding prescribed procedures such as Health and Safety requirements or Employer policies.
- Failure to obey reasonable instructions.

This list is non-exhaustive.

Examples of unacceptable or inappropriate behaviours include:

- Smoking outside authorised areas.
- Unreasonable standards of dress or personal hygiene.

This list is non-exhaustive

The following non-exhaustive list gives examples of gross misconduct. Other actions of a similar nature may also render an employee liable to summary dismissal. Examples include:

- Criminal offences incompatible with continued employment, e.g. theft or misappropriation of monies or property belonging to the Employer, its employees or its customers.
- Falsification of records or knowingly making false statements.
- Serious incapability to perform duties in a safe and efficient manner due to the influence of alcohol or illegal drugs.
- Taking or provoking unlawful discriminatory action, serious bullying or harassment contrary to the Equality Act 2010.
- Serious negligence which causes or might cause injury to people or loss of, or damage to, property.
- Serious infringement of Health and Safety rules.
- Bringing the name and reputation of Rokewood Ltd into serious disrepute.
- Committing physical assault, violent or insulting behaviour.
- Serious insubordination or wilful failure to obey a reasonable management instruction.
- Serious breach of confidence (subject to the Public Interest (Disclosure) Act 1998).
- Breaches of Data Protection Act 1998.
- Failure to follow Employer Procedures.
- Working for competitors without permission.
- Knowingly breaching any legal requirement in relation to your employment with the Employer.
- Being absent without leave (unauthorised absence).
- Harassing or victimising anyone contrary to the Equality Act 2010.

The Disciplinary Process

Investigation

An investigation will take place into any matter dealt with under this procedure before any action is taken. This may involve holding an investigatory meeting with the employee and/or relevant witnesses. Investigatory meetings will not in themselves lead to disciplinary action. There is no right to be accompanied at investigatory meetings.

Suspension

In certain circumstances, for example, where the employee's presence at work could hinder an investigation or in cases involving gross misconduct, consideration should be given to a brief period of suspension, with pay, whilst the investigation is carried out. Such a suspension should only be imposed in special circumstances and should not be unnecessarily protracted. Any such suspension will not be considered as disciplinary action.

Notification

If following an investigation, the Employer considers that there is a case to answer, the Employer will advise the employee concerned, in writing, of the:

- alleged breach of misconduct or poor performance and possible consequences if they are upheld,
- invite the employee to a hearing to discuss the allegations, giving details of the time and venue of the hearing
- include copies of written evidence to be considered at the hearing, and
- confirm the employee's right to be accompanied at the hearing.

Right to be accompanied

At a formal disciplinary hearing, or any subsequent appeal, the employee has a right to be accompanied by a work colleague, a trade union official or a trade union representative who, if not an employed official, has been certified by their union as competent to accompany the worker.

Details of this person should be conveyed to the Employer no less than two working days before the hearing.

The companion may address the hearing to put and sum up the employee's case, respond on behalf of the employee to any views expressed at the hearing and confer with the employee during the hearing. The companion does not, however, have the right to answer questions on the employee's behalf, address the hearing if the employee does not wish it or prevent the employer from explaining their case.

Mediation

In some circumstances the employer may consider it appropriate to use a third-party mediator to resolve a dispute or grievance. The third party may be an internal mediator not involved in the disciplinary issue. The mediator's role is to take charge of the process in order to come to a resolution.

They may be used in the following situations; however, this is not an exhaustive list:

- Where there is conflict between colleagues carrying out similar work
- At any stage of a formal procedure or where mediation is included as part of the process.
- To build a relationship after a formal dispute has been settled.
- To address situations such as, communication problems, bullying, harassment and relationship breakdown.

The aim of this disciplinary procedure is to give employees a consistent and fair method to highlight and seek resolution of issues arising during their employment.

Disciplinary hearing

The employee (and their companion) must make every effort to attend the hearing, however where the employee or their companion cannot reasonably attend the hearing, it will be rescheduled once, normally within five working days of the first hearing. Where the employee fails to attend without good reason, or is persistently unavailable, the Employer may decide based on the evidence available.

If the employee wishes to call any relevant witnesses to the hearing, they must notify the Employer, two days in advance of the hearing. The employee will not normally be permitted to cross-examine witnesses.

At the hearing, the Employer will explain the case against the employee and go through the evidence. The employee may then provide their explanation and version of events; respond to any evidence presented by witnesses and may ask questions. The accompanying person may also put questions and confer privately with the individual, but not answer on behalf of the employee.

The Employer will inform the employee in writing of the outcome of the hearing, as soon as is reasonably practicable and normally within five working days of the hearing taking place.

Penalties

At the end of the hearing it may be decided that no further action is to be taken, e.g. if the facts have not been proven. Other than for gross misconduct, no employee may be dismissed for a first breach of

discipline. However, any of the following penalties, which escalate in levels of seriousness, may be outcomes of the disciplinary process depending on the seriousness of the offence and other relevant factors (e.g. previous disciplinary record):

Stage 1: First Written Warning

Issued if the conduct does not meet acceptable standards. This will set out the nature of the misconduct, the change in behaviour required and the right of appeal. The warning will also inform the employee that a final written warning may be considered for further misconduct. A record of the warning will be retained on the employee's file but it will be disregarded for disciplinary purposes after a specified period (normally, twelve months). If the employee's conduct has not improved sufficiently at the end of the warning period, the Employer may extend the period of the warning.

If performance does not meet acceptable standards, employees will normally be given a first written warning or improvement note. This will set out the performance problem, the improvement that is required, the timescale for improvement, any help that may be given and the right of appeal. This will inform you that a final written warning may be considered if there is a failure to improve performance. The note or warning will be kept on file, but it will be disregarded for the purposes of this procedure after a specified period (normally, twelve months), subject to achieving and sustaining satisfactory performance.

Stage 2: Final Written Warning

Issued if the incident is of a very serious nature or if the misconduct following a written warning continues to be unsatisfactory. This will set out the nature of the misconduct, the change in behaviour required and the right of appeal. It will warn that dismissal may result if there is further misconduct of any kind. A copy of this final written warning will be retained on the employee's file but will be disregarded for disciplinary purposes after a specified period (normally twelve months) subject to satisfactory conduct. If the employee's conduct has not improved sufficiently at the end of the warning period, the Employer may extend the period of the warning. In exceptionally serious cases, a final written warning may remain live indefinitely.

If there is failure to improve performance within the timescale set for improvement in the first written warning or improvement note, or if there is further evidence of poor performance during that period, a final written warning will usually be given. This will set out the performance problem, the improvement that is required, the timescale for improvement, any help that may be given and the right of appeal. The warning will be kept on file but will be considered spent for the purposes of this procedure after a specified period (normally, twelve months), subject to achieving and sustaining satisfactory performance.

Dismissal

If the incident is of a sufficiently serious nature to warrant dismissal or if the conduct or performance continues to be unsatisfactory following a final written warning.

Dismissal or other sanction

As an alternative to dismissal, the final step in the procedure may be an action short of dismissal such as demotion, reallocation of duties, suspension without pay, transfer within the Employer, retraining, loss of seniority or reduction in pay.

The Employer may also require some remedial action to be taken by the employee.

Remedial action may include giving an apology, making payment for damaged or lost property, undertaking training or counselling or such other action considered appropriate to prevent further breaches of discipline and improve performance / behaviour etc. Failure to comply with a request to undertake remedial activities may be treated as further breach of discipline.

The employee will be provided, as soon as reasonably practicable following the hearing, with written reasons for dismissal or any action short of dismissal, and details of the date on which employment will terminate (if relevant) and the right to appeal.

Appeal

If the employee decides to appeal against any formal decision under this procedure, an appeal should be submitted within 5 working days of the date on which the employee was informed of the decision.

Where possible, the appeal will be dealt with by Mr Lam who has not previously been involved in the case.

The Employer will inform the employee of the outcome of the appeal as quickly as reasonably practicable and will confirm the decision in writing. The decision of the appeal will be final.

Duration of warnings

For the purposes of establishing whether previous disciplinary records should be considered for further breaches of the same offence, the Employer may consider an employee's disciplinary record throughout their service with the Employer when considering any appropriate disciplinary penalty.

Notice of Termination

Where an employee is dismissed, he/she will be entitled to the notice detailed in the contract of employment (except in cases of gross misconduct).

Records

Records will be kept detailing the nature of any breach of disciplinary rules or unsatisfactory performance, the employee's defence or mitigation, the action taken and the reasons for it, whether an appeal was lodged, its outcome and subsequent developments. The records will be kept confidential and retained in accordance with the disciplinary procedure and Data Protection Act 1998.

5. Grievance policy

General

We encourage a positive working environment that will enhance the motivation, satisfaction and productivity of employees. However, the Employer recognises that issues will arise in the workplace and it wishes to resolve employees' grievances speedily, effectively and fairly.

Mediation

In some circumstances the employer may consider it appropriate to use a third-party mediator to resolve a dispute or grievance. The third party may be an internal mediator not involved in the grievance issue. The mediator's role is to take charge of the process in order to come to a resolution.

They may be used in the following situations; however, this is not an exhaustive list:

- Where there is conflict between colleagues carrying out similar work
- At any stage of a formal procedure or where mediation is included as part of the process.
- To build a relationship after a formal dispute has been settled.
- To address situations such as, communication problems, bullying, harassment and relationship breakdown.

The aim of this grievance procedure is to give employees a consistent and fair method to highlight and seek resolution of issues arising during their employment.

Grievance Procedure

If an employee has a complaint or concern in relation to their employment, the issue should be raised on an informal basis with the Employer as soon as possible. Complaints advice will be written and resolution recorded. If there is no resolution at this stage, then the grievance procedure should be started to formally address the matter.

If a grievance relates to a disciplinary decision, then the disciplinary appeals procedure will apply.

For allegations of sexual, racial, disability, age, gender reassignment, religion or belief or sexual orientation, harassment, the employee should initially make any complaint to the Farm Manager or the Office Manager, unless they are the subject of the allegation, in which case the employee should approach Mr Lam.

At all formal stages of the procedure, including an Appeal, the employee has the right to be accompanied by a work colleague or a Trade Union Official, such details being provided to the Employer at least two working days in advance of the hearing.

Initial Hearing

If the employee has been unable to resolve their grievance on an informal basis, then they should raise the matter formally, in writing, with Mr Lam, explaining the nature and grounds of their grievance.

Mr Lam will then invite you to attend a grievance meeting to discuss your grievance and you have the right to be accompanied at this meeting by a trade union official or a work colleague.

Details of the allegation will be heard, and questions asked. Notes will be taken and provided to the employee at the earliest convenience. The employee may be asked to verify the contents and amend as necessary. Should the two parties fail to agree on the minutes, then the employee will be asked to produce

a list of areas they consider inaccurate and both will be held as disputed records of events, however the Employer reserves the right to use them for further investigations.

A reply containing a decision on the resolution of the grievance will be communicated to the employee, in writing, as soon as possible after the hearing, and, in any case, within five working days. If this is not possible, the reason for the delay and the expected date by which a decision may be expected will be communicated to the employee.

The employee will also be notified of the right to appeal.

If, as a result of the investigation, it is decided that an act has occurred contrary to the interests of the individual or of the Employer and is of sufficient seriousness to merit disciplinary action, this decision will be considered for further action.

Appeals Procedure

In the event of the employee not being satisfied with the decision, he or she may lodge an appeal in writing to Mr Lam within five working days of being informed of the decision.

On receipt of the appeal letter arrangements will be made to hear the grievance at an appeal meeting and at this meeting an employee may be accompanied by a trade union official or a work colleague.

Following the meeting Mr Lam will endeavour to respond to the grievance as soon as possible and, in any case, within five working days of the appeal hearing. If it is not possible to respond within this time period, an explanation for the delay will be given together with a date when a response can be expected.

This is the final stage of the grievance procedure and the Employer's decision shall be final.

Disciplinary and Grievance

In cases where the employee raises a grievance during the disciplinary process, the disciplinary process will be suspended temporarily so that the grievance can be dealt with first. If a grievance and disciplinary case is connected, both issues will be dealt with side by side.

6. *Holidays*

Policy

Your paid annual leave entitlement is set out in your written statement of particulars of employment.

The Employer's holiday year runs from 1st January to 31st December.

The Employer reserves the right to require up to 5 days of your holiday entitlement each year to be taken over the Christmas/New Year period. The Employer will give you notice of the exact dates you are required to take as annual leave as early as possible after the start of the holiday year and in any event at least one month in advance of the shutdown.

All holiday dates are subject to prior approval of Mr Lam or the Farm Manager. You cannot take holiday without their prior approval.

If the dates you request for holiday are not convenient to the Employer, you will be told and asked to rearrange.

No more than a maximum of two weeks holiday may be taken at any one time without the prior written agreement of Mr Lam or the Farm Manager.

On termination of employment an adjustment will be made to your final salary payment, either by way of an additional payment of wages in respect of holidays accrued but not taken, or by way of a deduction in respect of holidays taken but not accrued.

However, should any employee be dismissed for gross misconduct or fail to work their full contractual notice period if required to do so, no additional payment in respect of holidays accrued in excess of the statutory minimum will be made.

Please note that holidays may not be taken during your notice period without the prior agreement of Mr Lam or the Farm Manager. Rokewood Ltd may, however, require you to take unused holiday during your notice period.

Holiday Entitlement for Part-time Employees

Part time employees will receive an equivalent amount of holiday entitlement and holiday pay as full-time employees, pro rata to the days and hours worked.

7. Redundancy

Should circumstances arise where redundancy may be a possibility because work has ceased or diminished or is expected to cease or diminish or where fewer employees are needed to perform the Employer's work, the first steps the Employer will take will be to:

- Reduce overtime to a workable minimum.
- Restrict recruitment.
- Agree time off without pay
- Restrain wages/salary
- Investigate measures such as short-time working and/or lay-offs.
- Investigate whether there are opportunities for redeployment to other departments within the Employer.
- Explore other methods by which desired cost cuts could be achieved.
- Explore whether there are any other options available in order to avoid redundancy.

If redundancies cannot be avoided, the Employer will consider terminating agency workers and asking for volunteers to come forward for redundancy. Whilst the Employer will aim to keep the number of compulsory redundancies to a minimum, the overriding consideration will always be the future needs of the business.

If the need for compulsory redundancies arises, the Employer will fairly and objectively identify the selection pool of roles that are at risk of redundancy. Following which, employees will be selected for redundancy in accordance with the following "Selection Criteria":

- Skills levels
- Qualifications
- Knowledge
- Experience
- Disciplinary record
- Attendance record
- Length of Service

There will be full consultation with employees throughout the redundancy selection process and if more than 20 redundancies are proposed, consultation will be compliant with the Trade Union and Labour Relations (Consolidation) Act 1992. Employees will be notified at the earliest possible opportunity of the reasons for the potential redundancy situation and of the Employer's proposals.

8. Retirement

Retirement age

Rokewood Ltd does not operate a compulsory retirement age for its employees.

Rokewood Ltd is committed to equal opportunities for all its employees and recognises the contributions of a diverse workforce, including the skills and experience of older employees. It believes that employees should, wherever possible, be permitted to continue working for as long as they wish to do so. Rokewood Ltd operates a flexible retirement policy and employees may voluntarily retire at a time of their choosing.

Retirement procedure

If an employee has decided that to retire, he/she should inform Mr Lam in writing as far in advance as possible and, in any event, in accordance with his/her notice period as set out in his/her written statement of particulars of employment. This will assist the Employer with its succession planning.

The Employer will write to the employee acknowledging the employee's notice to retire.

9. Alcohol and drugs

Introduction

The Employer is committed to maintaining healthy, safe and productive working conditions for all staff. The Employer recognises the impact that both alcohol and drugs may have upon an individual's ability to work safely and correctly and, as such, the Employer aims to ensure a working environment free from the inappropriate use of substances and where staff are able to carry out their duties in a safe and efficient manner.

This policy is designed to prevent and treat problems created in the workplace by inappropriate alcohol consumption and drug usage.

Policy objectives

To alert all employees to the risks associated with drinking alcohol using illegal/non-medicinal drugs, failing to consider the side effects of illegal/non-medicinal drugs and the dangers of misusing illegal/non-medicinal drugs. The policy also aims to promote good practice and a progressive change of behaviour and attitude concerning use.

To encourage and assist employees who suspect or know that they have an alcohol or drug problem to seek help at an early stage.

Where, while invoking disciplinary procedures it is suspected or known that the misdemeanour is alcohol or drug related, to offer an employee a referral to an appropriate agency or department for assessment and, if necessary, specialist help.

Policy application

This policy will apply to all employees within the Employer. For the purposes of this policy the term drug includes:

- substances covered by the Misuse of Drugs Act 1971 (referred to as 'controlled drugs');
- prescribed and over the counter drugs;
- solvent and any other substances.

In addition to the Employer's employees, this policy shall be observed by all agencies, contractors, consultants and any other individual working for, or on behalf of, the Employer.

Disciplinary rules

The standards are as follows:

- The consumption of alcohol by members of staff is inappropriate at any time when working or outside of work whenever travel to/from work or work performance will be adversely affected.
- The use of drugs or misuse of drugs by members of staff is inappropriate at any time when working or outside of work, whenever travel to/from work or work performance will be adversely affected.
- Where an employee's doctor, prescribes drugs to the employee that may affect his/her ability to perform work he/she should immediately discuss the problem with his/her manager.
- Dispensing, distributing, possessing, using, selling or offering to buy controlled drugs at work is prohibited: Any such activity (including reasonable suspicion of it) on the Employer premises will be reported immediately to the police.
- If employees attend work related social functions outside of their normal working times they may be seen to be representing Rokewood Ltd. Accordingly, employees will be under a duty at such events to refrain from drinking excessive amounts of alcohol, using illegal drugs or misusing legal drugs.

Disciplinary action may be taken in relation to any employee who is found to be in breach of these rules. With regard to this, a breach of this policy is likely to amount to gross misconduct, meaning that the employee may be liable to summary dismissal.

Medical Examination

If the Employer suspects that there has been a breach of the above provisions, or an employee's work performance or conduct has been impaired through drug or alcohol abuse the Employer will immediately invoke its disciplinary procedure, which may result in the employee's summary dismissal. In investigating the incident, however, the Employer may require the employee to undergo a medical examination to determine the cause of the problem.

If, having undergone a medical examination, it is confirmed that the employee has no underlying drug or alcohol problem, the Employer will continue to deal with the issue under its disciplinary procedure.

If, having undergone a medical examination, it is confirmed that the employee has been positively tested for a controlled drug, or he/she admits to having a drug and/or alcohol problem, the Employer reserves the right to suspend him/her from work on paid leave to allow the Employer to decide whether to deal with the matter under the terms of the disciplinary procedure or to require him/her to undergo treatment and rehabilitation.

Where a medical examination is required, the individual will be expected to sign a written consent form. Failure to give consent may lead to disciplinary action being taken. Refusal to undergo a medical examination may also result in Rokewood Ltd making a decision on how to proceed based on the information that is available to them.

If an employee is offered rehabilitation treatment that is unreasonably refused or does not lead to an improvement in the situation, then the Employer reserves the right to take disciplinary action. This includes the right to dismiss the employee.

Power of search

To assist in the effective implementation of this policy, the Employer reserves the right to have tests carried out on employees following any incident, where there is a suspicion on the part of the manager that drugs and/or alcohol may have been a contributory factor.

Where testing takes place, the individual will be expected to sign a written consent to be tested.

Failure to give consent, or refusal to supply the urine sample, will be a breach of these rules and may lead to disciplinary action being taken.

The Employer reserves the right to search employees or any of their property held on the Employer premises at any time if the employee's manager believes that the prohibition on substances is being or has been infringed.

If an employee refuses to comply with the search procedure, such refusal will normally be treated as amounting to gross misconduct and will entitle the Employer to take disciplinary action.

Organisational responsibility

The Employer will endorse this policy and periodically consider the need for review.

Managers will, in respect of their own unit:

- Promote the policy and ensure its effective implementation.

- ensure that managers understand their responsibilities for action and confidentiality to ensure consistency of approach.
- be alert to the signs of misuse of alcohol and drugs and deal with individual cases in accordance with this policy.

Employee Responsibility

The Employer believes that each employee has the responsibility to:

- Report to work always free of alcohol or other drugs and their effects.
- Participate in and support Employer sponsored drug and alcohol education programmes.
- Seek and accept assistance for alcohol and other drug abuse related problems before job performance is affected.
- Co-operate with management in assisting colleagues who have an alcohol or drug use problem.

Work Social Events

The Employer understands that the nature of the services it provides may afford employees both the opportunity to arrange and partake in social events at work. Occasionally these events may take place in the employee's own time and the commitment shown by employees attending in these instances are appreciated by the Employer and its clients /customers / members.

Whether an employee attends such a social gathering as part of their work, or as a volunteer in their own time, it is important to remember that employees are still representing the Employer and therefore they should act accordingly and responsibly. In particular:

- alcohol should be consumed in moderation - be aware that, under health and safety legislation, you have a general duty to take reasonable care of your own health and safety and that of others who may be affected by your actions or omissions, so you should bear this in mind when consuming alcohol.
- illegal drugs must not be brought into or consumed at the venue
- you should not drink and drive and must take specific action to ensure you are well within the legal limits if you are driving
- if you will not be driving, please make adequate arrangements in advance to get home, for example by public transport or taxi, and never use unlicensed minicabs
- improper conduct or other unacceptable behaviour will not be tolerated and is a serious disciplinary offence which will result in disciplinary action up to and including summary dismissal for gross misconduct. This includes excessive drunkenness, the use of illegal drugs, unlawful or inappropriate discrimination or harassment, violence such as fighting or aggressive behaviour and the use of abusive, offensive, profane or inappropriate language, whether this is towards a fellow employee, an invited guest or a member of the waiting or bar staff
- employees must not otherwise behave in any way that could bring the Employer name or reputation into disrepute.

Finally, you are reminded that you are required to report for work the following day if it is a normal working day, unless you have arranged in advance to take this as a day's annual leave or have alternative leave arrangements in place. Any unauthorised absence on the day after the social event may be treated as a disciplinary issue.

10. Anti-Bribery and Corruption Policy

This policy outlines Rokewood Ltd.'s position on preventing and prohibiting bribery in accordance with the Bribery Act 2010.

A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage. The Bribery Act 2010 makes it an offence:

- to offer a bribe to a third party (any individual or organisation that you come into contact with during the course of the Employer's operations).
- to accept a bribe from a third party.
- to offer a bribe to a foreign official (e.g. by making a facilitation payment to a foreign official to speed up a routine process such as the progress of goods through customs).
- for an organisation to fail to take adequate steps to prevent bribery.

NB: It should be noted that whether a bribe is given or received directly or indirectly does not make any difference as to whether the above offences are deemed to have taken place.

To ensure that it meets its obligations, the Employer will not tolerate any form of bribery, by, or of, its employees, agents or any other person/body acting on its behalf, including:

- Directors.
- officeholders.
- consultants.
- contractors.
- trainees/interns.
- volunteers.
- seconded staff.
- agency workers.
- volunteers; and
- sponsors.

Control Measures

The Employer is committed to implementing effective measures to prevent, monitor and eliminate bribery. The summary of control measures set out below has resulted from a risk assessment of the Employer's potential level of exposure to bribery by Mr Lam. This risk assessment will be periodically reviewed.

Cap on value of gifts and other forms of corporate hospitality

Although it is not always clear, there is a distinction between bribery which is unlawful and corporate gifts and hospitality which can form an acceptable and often normal part of business.

The overall question to be determined is whether in all the circumstances the gift is reasonable and justifiable. The intentions of the other party will also be relevant.

The giving or receipt of gifts and hospitality may be permissible if the following requirements are met:

- a) it is not made with the intention of:
- influencing a third party to obtain or retain business or a business advantage.

- rewarding the provision or retention of business or a business advantage; or
 - in explicit or implicit exchange for favours or benefits.
- b) the nature of the gift does not otherwise make it illegal.
- c) it is given in the Employer's name.
- d) it does not include cash or a cash equivalent (such as gift certificates or vouchers);
- e) the gift is appropriate in relation to its context e.g. in the UK it is customary for small gifts to be given at Christmas time.
- f) the nature, value and timing of the gift is appropriate in relation to the reason for the gift.
- g) the gift is given openly rather than secretly.

In line with the above, small tokens of appreciation such as flowers, bottles of wine or turkeys may be retained by employees. However, if there is any doubt regarding whether a gift should be accepted, or the gift originates from a governmental or regulatory source then prior approval should be sought from Mr Lam.

Any gifts, rewards or entertainment over the value of £25 received from clients, public officials, suppliers or business contacts should be reported. The appropriate form can be obtained from Mr Lam. In certain circumstances it may not be appropriate to keep such gifts where a conflict of interest may arise or where it could be perceived that undue influence, or a particular business benefit was being sought (for instance prior to a tendering exercise). If there is any doubt regarding acceptance, or the gift originates from a governmental or regulatory source, then as above, prior approval should be sought from Mr Lam.

If an employee or associated person wishes to provide gifts to suppliers, clients or other business contacts, prior written approval from [name] is required, together with details of the intended recipients, reasons for the gift and the Employer's objective. These will generally be subject to a cap of £25.

Record keeping

To enable appropriate internal regulation and to make sure that there is evidence to establish the business reason and/or organisations objective for making payments to third parties, the Employer requires anyone covered by this policy to:

- Declare and keep a written record of all hospitality or gifts accepted or offered so that such records can be subjected to managerial review. Forms for this purpose are available from Mr Lam.
- Ensure all expense claims relating to hospitality, gifts or expenses incurred in relation to third parties are submitted in accordance with the Employer's expenses policy and that the reason for the expenditure is specifically recorded.
- Prepare and maintain all accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, with strict accuracy and completeness.

No accounts must be kept "off-book" to facilitate or conceal improper payments.

Training and communication

Regular, relevant training on how to implement and adhere to this policy will be given to all those to whom it applies, including new and existing employees.

Our zero-tolerance approach to bribery and corruption will also need to be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them as appropriate.

Investigation of incidents of suspected breaches

Where reports of suspected bribery are received, they will be promptly and thoroughly investigated by Mr Lam. Specific 'red flag' situations where a report should be made are set out in the list below but it should be noted that this list is intended to be illustrative rather than exhaustive:

- you become aware that a third party engages in, or has been accused of engaging in, improper business practices.
- you learn that a third party has a reputation for paying bribes or requiring that bribes are paid to them.
- a third party insists on receiving a commission or fee payment before committing to sign up to a contract with Rokewood Ltd.
- a third-party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made.
- a third-party request that payment is made to a country or geographic location different from where the third party resides or conducts business.
- a third party requests an unexpected additional fee or commission to "facilitate" a service.
- a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services.
- a third-party request that a payment is made to "overlook" potential legal violations.
- a third-party request that you provide employment or some other advantage to a friend or relative.
- you receive an invoice from a third party that appears to be non-standard or customised.
- a third party insists on the use of side letters or refuses to put terms agreed in writing.
- you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided.
- a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to Rokewood Ltd.
- you are offered an unusually generous gift or offered lavish hospitality by a third party.

Protection from victimisation in relation to issues regarding bribery

Workers who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions.

We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform Mr Lam. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

Monitor and Review of Policy

The Employer will monitor and review the effectiveness and implementation of this policy, regularly considering its suitability, adequacy and effectiveness. Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption.

Those affected by this policy are also welcomed to raise any suggestions regarding improvement of this policy to [name]. Where improvements are identified, amendments will be made as soon as possible. For the avoidance of any doubt, this policy does not form part of the contract of employment. Accordingly, amendments may be made at any time.

February 2020 Version

Responsibilities of those covered by this policy

The Employer may face criminal liability for unlawful actions taken by its employees or associated persons under the Bribery Act 2010. Accordingly, all workers and associated persons are required to familiarise themselves with, and comply with, this policy.

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. Concerns or suspicions regarding breaches of this policy, or any other activity of an unlawful nature, should be reported at the earliest possible stage to Mr Lam and any activity that might lead to, or suggest, a breach of this policy should be avoided. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

Those covered by this policy should not directly or indirectly:

- give or offer/ promise to give any form of payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given.
- give or offer/promise to give any form of payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure.
- accept any form of payment, gift or hospitality from a third party if they know or suspect that it is offered or provided with an expectation that it will obtain a business advantage for them.
- threaten or take action to retaliate against any other party on the basis that they have refused to commit a bribery offence or have raised concerns under this policy.
- fail to keep accurate records as set out above; or
- engage in any other activity that might lead to a breach of this policy.

In the event of an employee breaching this policy, the Employer may take relevant disciplinary action. Given the serious issues dealt with by this policy, it should be noted that a breach of this policy may amount to gross misconduct, in which case the employee will be liable for summary dismissal without notice. For further information, please refer to the Employer's disciplinary policy.

In the event of this policy being breached by a party who is not an employee then alternative appropriate action will be taken e.g. termination of the contractual relationship with the party who has breached the policy.

11. Employer speed policy

As part of our overall health and safety policy, the Employer is committed to reducing the risks which our staff face and create when driving or riding for work. We ask all our staff to play their part, whether they use an Employer vehicle, their own vehicle or a hire vehicle. Staff driving for work must never drive faster than conditions safely allow and must always obey posted speed limits.

Exceeding the speed limit is against the law. Persistent failure to comply with the law and/or speeding whilst driving for work will be regarded as a serious matter and will be regarded as a serious disciplinary matter.

Staff who gain penalty points on their licence may be required to take further driver training.

Employer cars may be withdrawn from staff who attain 9 or more penalty points. They will be withdrawn from staff who are disqualified from driving.

We will co-operate with police enquiries resulting from an alleged speeding offence or incident and supply details of the employee (or the driver, if different) to whom the vehicle is allocated.

Senior Managers must:

- Lead by example, both in the way they drive themselves and by not tolerating poor driving practice among colleagues.

Line Managers must ensure:

- They also lead by personal example.
- Staff understand their responsibilities to drive at safe speeds and obey speed limits.
- Staff receive driving assessments and appropriate training.
- Staff plan and undertake journeys at safe speeds and obey speed limits.
- Work targets, systems of work or performance related methods of pay do not create pressures which lead staff to use speed inappropriately.
- Work-related road safety is included in team meetings and staff appraisals and periodic checks are conducted to ensure our Safe Speed Policy is being followed.
- They follow the monitoring, reporting and investigation procedures to help learn lessons which could help improve our future road safety performance.
- They challenge unsafe attitudes and behaviours, encourage staff to drive safely, and lead by personal example in the way they themselves drive.

Staff who drive for work must:

- Never drive faster than conditions safely allow and obey posted speed limits at all times.
- Ensure they know what the maximum speed limit is for the vehicle they are driving.
- Plan journeys so they can be completed at safe speeds and without exceeding speed limits.
- Report road safety problems, including crashes, incidents, fixed penalty notices, summons and convictions for any offence, including speeding, to their line manager.
- Present their licence, and any other documents required, for inspection on request (normally annually).
- Co-operate with monitoring, reporting and investigation procedures.

12. Data protection policy

During your work you may come into contact with or use confidential information about employees, clients and customers, for example their names and home addresses. The **Data Protection Act 2018** contains principles affecting employees' and other personal records. Information protected by the Act includes not only personal data held on computer but also certain manual records containing personal data, for example employee personnel files that form part of a structured filing system. The purpose of these rules is to ensure you do not breach the Act. If you are in any doubt about what you can or cannot disclose and to whom, do not disclose the personal information until you have sought further advice from Mr Ng, the Employer's Data Protection Officer. You should be aware that you can be criminally liable if you knowingly or recklessly disclose personal data in breach of the Act. A serious breach of data protection is also a disciplinary offence and will be dealt with under the Employer's disciplinary procedures. If you access another employee's personnel records without authority, this constitutes a gross misconduct offence and could lead to your summary dismissal.

The data protection principles

There are eight data protection principles that are central to the Act. The Employer and all its employees must always comply with these principles in its information-handling practices. In brief, the principles say that personal data must be:

1. Processed fairly and lawfully and must not be processed unless certain conditions are met in relation to personal data and additional conditions are met in relation to sensitive personal data. The conditions are either that the employee has given consent to the processing, or the processing is necessary for the various purposes set out in the Act. Sensitive personal data may only be processed with the explicit consent of the employee and consists of information relating to:
 - race or ethnic origin
 - political opinions and trade union membership
 - religious or other beliefs
 - physical or mental health or condition
 - sexual life
 - criminal offences both committed and alleged.
2. Obtained only for one or more specified and lawful purposes, and not processed in a manner incompatible with those purposes.
3. Adequate, relevant and not excessive. The Employer will review personnel files on an annual basis to ensure they do not contain a backlog of out-of-date information and to check there is a sound business reason requiring information to continue to be held.
4. Accurate and kept up to date. If your personal information changes, for example you change address, you must inform the Office Manager as soon as practicable so that the Employer's records can be updated. The Employer cannot be held responsible for any errors unless you have notified the Employer of the relevant change.
5. Not kept for longer than is necessary. The Employer will keep personnel files for no longer than six years after termination of employment. Different categories of data will be retained for different time periods, depending on legal, operational and financial requirements. Any data which the Employer decides it does not need to hold for a period will be destroyed after one year. Data relating to

unsuccessful job applicants will only be retained for a period of one year.

6. Processed in accordance with the rights of employees under the Act.
7. Secure, technical and organisational measures will be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, data. Personnel files are confidential and are stored in locked filing cabinets. Only authorised staff have access to these files. Files will not be removed from their normal place of storage without good reason. Data stored on diskettes or other removable media will be kept in locked filing cabinets. Data held on computer will be stored confidentially by means of password protection, encryption or coding and again only authorised employees have access to that data. The Employer has network backup procedures to ensure that data on computer cannot be accidentally lost or destroyed.
8. Not transferred to a country or territory outside the European Economic Area unless that country ensures an adequate level of protection for the processing of personal data.

Your consent to personal information being held

The Employer holds personal data about you and, by signing your contract of employment you have consented to that data being processed by the Employer. Agreement to the Employer processing your personal data is a condition of your employment. The Employer also holds limited sensitive personal data about its employees and, by signing your contract of employment, you give your explicit consent to the Employer holding and processing that data, for example sickness absence records, health needs and equal opportunities monitoring data.

Your right to access personal information

You have the right, on request, to receive a copy of the personal information that the Employer holds about you, including your personnel file, and to demand that any inaccurate data be corrected or removed. You have the right on request:

- to be told by the Employer whether and for what purpose personal data about you is being processed
- to be given a description of the data and the recipients to whom it may be disclosed
- to have communicated in an intelligible form the personal data concerned, and any information available as to the source of the data
- to be informed of the logic involved in computerised decision-making.

Upon request, the Employer will provide you with a statement regarding the personal data held about you. This will state all the types of personal data the Employer holds and processes about you and the reasons for which they are processed. If you wish to access a copy of any personal data being held about you, you must make a written request for this and the Employer reserves the right to charge you a fee of up to £10. To make a request, please complete a Personal Data Subject Access Request Form, which can be obtained from the Data Protection Officer.

If you wish to make a complaint that these rules are not being followed in respect of personal data the Employer holds about you, you should raise the matter with the Data Protection Officer. If the matter is not resolved to your satisfaction, it should be raised as a formal grievance under the Employer's grievance procedure.

Your obligations in relation to personal information

You should ensure you always comply with the following guidelines :

- do not give out confidential personal information except to the data subject. It should not be given to someone from the same family or to any other unauthorised third party unless the data subject has given their explicit consent to this
- be aware that those seeking information sometimes use deception in order to gain access to it. Always verify the identity of the data subject and the legitimacy of the request, particularly before releasing personal information by telephone
- only transmit personal information between locations by fax or e-mail if a secure network is in place, for example, a confidential fax machine or encryption is used for e-mail
- if you receive a request for personal information about another employee, you should forward this to the Office Manager who will be responsible for dealing with such requests
- ensure any personal data you hold is kept securely, either in a locked filing cabinet or, if computerised, it is password protected
- compliance with the Act is your responsibility. If you have any questions or concerns about the interpretation of these rules, take this up with the Data Protection Officer.

13. *Electronic and telephonic communications*

Computer misuse

Some employees have access to computers at work for use in connection with the Employer's business. Employees who are discovered unreasonably using the Employer's computers for personal and private purposes will be dealt with under the Employer's disciplinary procedure.

Vandalism of, or otherwise intentionally interfering with, the Employer's computers/network constitutes a gross misconduct offence and could render the employee liable to summary dismissal under the Employer's disciplinary procedure.

E-mail and the Internet

Some employees also have access to e-mail and the Internet for exclusive use in connection with the Employer's business and as part of the normal execution of the employee's job duties. The purpose of these rules is to protect the Employer's legal interests. Unregulated access increases the risk of employees inadvertently forming contracts through e-mail and increases the opportunity for wrongful disclosure of confidential information. In addition, carelessly worded e-mail can expose the Employer to an action for libel. As such, e-mail to clients and customers must follow the Employer's designated house style, which will be supplied to authorised users. Failure to follow house style is a disciplinary matter and will be dealt with under the Employer's disciplinary procedure. E-mail should not be used for unsolicited correspondence or marketing campaigns and employees may not commit the Employer financially by e-mail unless they have been granted a specific level of delegated authority to do so.

Employees who are authorised users are not permitted to surf the Internet or to spend excessive time "chatting" by e-mail for personal and private purposes during their normal working hours. Employees are also prohibited from using e-mail to circulate any non-business material. Not only does excessive time spent online lead to loss of productivity and constitute an unauthorised use of the Employer's time, sexist, racist or other offensive remarks or jokes sent by e-mail are capable of amounting to unlawful harassment. Employees who are discovered contravening these rules may face serious disciplinary action under the Employer's disciplinary procedure. Depending on the seriousness of the offence, it may amount to gross misconduct and could result in the employee's summary dismissal. Use of instant messaging systems must be expressly approved in advance by the Employer.

Logging on to sexually explicit websites or the downloading and/or circulation of pornography or obscene material or using the Internet for gambling or illegal activities constitutes gross misconduct and could render the employee liable to summary dismissal under the Employer's disciplinary procedure.

The Employer reserves the right to monitor employees' e-mails and use of the Internet, both during routine audits of the computer system and in specific cases where a problem relating to excessive or unauthorised use is suspected. The purposes for such monitoring are:

- to promote productivity and efficiency
- for security reasons
- to ensure there is no unauthorised use of the Employer's time e.g. that an employee has not been using e-mail to send or receive an excessive number of personal communications
- to ensure the smooth running of the business if the employee is absent for any reason and communications need to be checked
- to ensure that all employees are treated with respect, by discovering and eliminating any material

that is capable of amounting to unlawful harassment.

Communications of a sensitive or confidential nature should not be sent by e-mail because it is not guaranteed to be private. When monitoring e-mails, the Employer will, except in exceptional circumstances, confine itself to looking at the address and heading of the e-mails. However, where circumstances warrant it, the Employer may open e-mails and access the content. In this case, the Employer will avoid, if possible, opening e-mails clearly marked as private or personal.

The Employer reserves the right to deny or remove e-mail or Internet access to or from any employee.

Computer software, games and viruses

The Employer licences the use of computer software from a variety of outside companies. The Employer does not own this software and, unless authorised by the software developer, neither the Employer nor any of its employees have the right to reproduce it. To do so constitutes an infringement of copyright. Contravention is a disciplinary matter and will be dealt with in accordance with the Employer's disciplinary procedure.

The Employer's computer network makes it vulnerable to viruses. Therefore, only duly authorised personnel have the authority to load new software onto the network system. Even then, software may be loaded only after having been checked for viruses by authorised personnel. Any employee found to be contravening this will face disciplinary action under the Employer's disciplinary procedure.

Employees may only access any computer games that are on the network outside their normal working hours.

Telephone misuse

The Employer's telephone lines are for the exclusive use by employees in connection with the Employer's business. Whilst the Employer will tolerate essential personal telephone calls concerning an employee's domestic arrangements, excessive use of the telephone for personal calls is prohibited. This includes lengthy, casual chats and calls at premium rates. Not only does excessive time engaged on personal telephone calls lead to loss of productivity, it also constitutes an unauthorised use of the Employer's time. If the Employer discovers that the telephone has been used excessively for personal calls, this will be dealt with under the Employer's disciplinary procedure and the employee will be required to pay the Employer the cost of the personal calls made.

Personal telephone calls should be timed to cause minimum disruption to the employee's work and should, as a general rule, only be made during breaks except in the case of a genuine emergency.

Employees should be aware that telephone calls made and received on the Employer's telephone network will routinely be monitored and recorded to assess employee performance, to ensure customer satisfaction and to check that the use of the telephone system is not being abused.

Personal Electronic and Telephonic Communication

If employees bring personal mobiles or other personal electronic computer devices into the workplace these should not be used during working times except in emergencies. Should you have a personal reason for needing to use any such personal device during working time then you should seek prior approval from your supervisor or the Office Manager.

Personal mobiles and/or other personal electronic devices should not be utilised during working time for the purposes of accessing the internet, emailing, playing computer games or using social networking sites like Facebook.

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If an employee is found to have contravened this policy, Rokewood Ltd may instigate disciplinary action against the employee.

Social networking and video sharing websites

When logging on to and using social networking and video sharing websites and blogs at any time, including personal use outside the workplace, employees must not:

- Publicly identify themselves as working for the Employer, refer to the Employer or provide information from which others can ascertain the name of the Employer.
- Conduct themselves in a way that is detrimental to the Employer or brings the Employer into disrepute
- Use their work e-mail address when registering on such sites
- Allow their interaction on these websites or blogs to damage working relationships between employees and clients of the Employer
- Include personal information about the Employer's employees, contractors, suppliers, customers or clients without their express consent (an employee may still be liable even if employees, contractors, suppliers, customers or clients are not expressly named in the websites or blogs as long as the Employer reasonably believes they are identifiable)
- Make any derogatory, offensive, discriminatory or defamatory comments about the Employer, its employees, contractors, suppliers, customers or clients (an employee may still be liable even if the Employer, its employees, contractors, suppliers, customers or clients are not expressly named in the websites or blogs as long as the Employer reasonably believes they are identifiable). This is particularly so if the nature of any comments is such that they may bring the business into disrepute.
- Make any comments about the Employer's employees that could constitute unlawful discrimination, harassment or bullying
- Disclose any trade secrets or confidential information belonging to the Employer, its employees, contractors, suppliers, customers or clients or any information which could be used by one or more of the Employer's competitors.

Employees who are discovered contravening these rules, whether inside or outside the workplace, may face serious disciplinary action under the Employer's disciplinary procedure. Depending on the seriousness of the offence, it may amount to gross misconduct and could result in the employee's summary dismissal.

14. Smoking – SMOKE FREE WORKPLACE AND PUBLIC PLACE POLICY

Aims of the Policy

All managers of enclosed workplaces and public places have a responsibility for the maintenance and, where possible, improvement of the health of staff and users of their services and we acknowledge that breathing other people's smoke is both a public health hazard and a welfare issue, proven to cause ill health. This Policy recognises that second-hand smoke adversely affects the health of all employees. It is not concerned with whether anyone smokes but with where they smoke and the effect this has on staff and other members of the public. It is also concerned with the exclusion of preventable carcinogenic substances in the locality of our premises.

We actively encourage employees to refrain from smoking outside the times and circumstances set out in this policy, both in their own interests and as representatives of this organisation. However, this falls outside the scope of this Policy.

The policy seeks to:

- Guarantee a healthy working environment and protect the current and future health of employees and members of the public
- Guarantee the right of everyone to breathe in air free from tobacco smoke
- Comply with Health and Safety Legislation and Employment Law
- Raise awareness of the dangers associated with exposure to tobacco smoke
- Take account of the needs of those who choose to smoke and to support those who wish to stop

Introduction

The Health and Safety at Work Act 1974 places a duty on employers to: 'provide and maintain a safe working environment which is, so far as is reasonably practical, safe, without risks to health and adequate as regards facilities and arrangements for their welfare at work.'

In the Summer of 2007, the Health Act 2006 came into effect. The legislation makes provision for the prohibition of smoking in certain premises, places and vehicles. The premises must be smoke free if they are used as a place of work including vehicles.

Second-hand smoke – breathing other people's tobacco smoke – and side stream smoke has now been shown to cause lung cancer and heart disease in non-smokers, as well as many other illnesses and minor conditions.

General Principles and Scope

The aim of this Policy is to:

- Protect the health of staff
- Protect the health of visitors, contractors and users and/or clients of our services or products
- Inform staff and managers of their responsibilities in respect of the Policy
- Support smokers to help them cope with increased restrictions on their smoking during the working day
- Promote the culture of a smoke free organisation

This Policy will apply to all staff, visitors, contractors and other persons who enter the premises of this workplace/public place.

Restrictions on Smoking

Smoking is not permitted in any part of the premises or at entrances managed, leased or owned by the organisation at any time, by any person regardless of their status or business with the organisation.

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Premises means any building or substantially enclosed public or private area occupied by one or more members of the general public or a workspace whether used by one or more members of staff. Such spaces include lifts, corridors, stairways, lavatories, rest rooms, reception areas or entrances. (An enclosed area is one which has a permanent or semi-permanent roof and has walls (including windows and doors) enclosing more than 50% of its perimeter.)

Visitors

All visitors, contractors and deliverers are required to abide by the smoke free policy. Staff members are expected to inform visitors of the policy. However, they are not expected to enter into any confrontation that may put their personal safety at risk.

Staff

Staff are only permitted to smoke whilst off duty (in official break times only) and are only permitted to smoke outside the canteen.

Vehicles

Smoking is not permitted in vehicles belonging to or leased by the employer or staff's private vehicles if ever used to carry members of staff or members of the public whilst carrying out the duties of an employee.

Support for Smokers

Information on stopping smoking with support from local cessation services will be provided for smokers. The NHS Free Smoking Helpline number is 0800 0224 332. The helpline can offer advice and support on stopping smoking along with a website at www.smokefree.nhs.uk

Sales of Tobacco Products

It is a criminal offence for anyone to sell, transport or possess illegal tobacco products. Penalties for such offences may include imprisonment and/or fines including fines of up to £5,000 for any Manager allowing their premises to be used for such activities. The selling/storing and dealing in any way of illegal cigarettes and tobacco on the employer's premises will not be tolerated. We will fully co-operate with Law Enforcement agencies, such as HM Revenue and Customs, in their investigations. Any such illegal activity will be considered as Gross Misconduct and will result in appropriate disciplinary action.

Introduction and Implementation of the Policy

Staff, whether employed or volunteers, are personally responsible for complying with this Policy.

Responsibility for implementing this Policy rests with the management. Day-to-day responsibility for implementation lies with managers. To ensure that everyone understands that smoking is only allowed in designated areas away from buildings, clear signs will be displayed.

Tenders and contracts will stipulate adherence to this Policy as a contractual condition. Existing contracts will be modified as soon as possible.

Disciplinary Action

Any member of staff refusing to observe the policy by smoking in unauthorised areas will be liable to Disciplinary Action in accordance with the organisation's Disciplinary Policy.

All staff have a role to play in enforcing the policy and are required to deal with any observed or reported breaches. If managers or staff feel apprehensive about their own safety in regard to addressing any breach, they should seek management support. It is important to note that primary emphasis should be placed on prevention of such situations arising.

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In the event of a breach of the policy by a visitor or staff member of other organisations, they should be asked to extinguish all smoking materials and be informed of the availability of external smoking areas. If they continue to smoke the matter should be referred to the appropriate manager or to security staff as appropriate. In the event that staff of other organisations continue to breach the Policy, the appropriate organisation should be advised in writing of the consequences of breaching these requirements.

Monitoring and Reviewing

The following will be monitored:

- That prospective employees are advised of the Policy
- That the Policy forms part of the induction programme
- That discarded smoking materials are disposed of safely

15. *The use of mobile phones while driving*

Introduction

This document sets out the guidelines for using a mobile phone with hands free equipment whilst driving. It should be noted that the use of a mobile phone with hands free equipment whilst driving should be avoided wherever possible. **THE LAW PROHIBITS THE USE OF HAND-HELD MOBILE PHONES AND SIMILAR DEVICES WHILST DRIVING.**

Hands-free equipment will not be issued to all mobile phone users but will be provided to individuals on a business need basis.

This document applies to all employees who use a mobile phone for Employer business regardless of whether it has been supplied by the Employer.

This document does not give permission for a mobile phone to be used whilst driving in all circumstances. It is intended to and should be used to promote safe and responsible use of mobile phones and hands-free equipment.

All drivers should also note that they are still liable for criminal prosecution if it is proven that they are not driving with due care and attention or if they are in breach of any other current UK law, even if they are using a phone with hands-free equipment.

This document does not cover the use of other electronic devices or new technologies including but not limited to PDA's, laptops etc. whilst driving.

A breach of this policy may result in an employee facing disciplinary action. Depending on the seriousness of the incident in question, a breach of this policy could amount to an act of gross misconduct, in which case the employee will be liable for summary dismissal without notice.

Key definitions

Hands free equipment

- Equipment which enables a phone to be used without being 'held' by the driver.
- It should allow the phone to be securely stowed so that in the event of a collision the phone does not become a projectile.
- Wired earpieces are not considered to be hands free.

Handheld equipment

- A mobile phone or similar device that is or must be held at any point during its operation.
- Not attached to the vehicle or securely fixed into a cradle.

Driving

- When you are physically in control of a vehicle.
- If the engine is running regardless of whether you are moving, then you are in control of the vehicle.

Responsibilities

Senior manager

- Ensure that hands-free equipment (and their associated mobile phones) installed into.
- Ensure that Employer vehicles can meet the requirements of this document.
- Ensure that this document is displayed on the Employer intranet and that it is issued to all users of hands-free equipment.

Line manager

- Ensure that only employees who have a business need for hands-free equipment for their role are issued with it.
- Where hands-free equipment is issued, that the employee has been fully briefed on acceptable use.
- Monitor call duration to ensure that initiated calls are kept to a minimum.

Driver

- Ensure use of appropriate hands-free equipment.
- When possible to avoid the use of mobile phones whilst driving.
- Use mobile phones only in accordance with guidelines.
- Assess the prevailing road conditions and decide if it is appropriate to have the phone switched on and in use or whether it is safer to utilise voicemail.

Distraction

Driving (both for personal and business purposes) already exposes individuals to a level of risk. The risk of distraction to the driver is dependent on the individual circumstances such as traffic and pedestrian density, weather conditions, familiarity with the location etc.

Using a mobile phone whilst driving increases the level of distraction and even with hands-free equipment increases the risk of an accident. It is conversation that is distracting, not just the technology in use. Mobile phones should therefore only be used if it is essential and with appropriate hands-free equipment.

Provision of a mobile phone with hands-free equipment is not advocating its use in all circumstances, but allowing its use within the following defined guidelines.

Making calls

- Initiating phone calls should be kept at a minimum. The action of dialling can be distracting, although one-touch or voice activated dialling systems are available and should be utilised. Planning what you intend to talk about also dilutes your ability to concentrate on driving.
- Think about whether a call needs to be made or whether it is being made for convenience.
- Preferably park the vehicle in a safe place and switch off the engine before making a call.
- Driver initiated calls should be kept short in duration and should not include participation on a conference call whilst driving.

Never:

- Check voicemail when driving as it involves the use of the keypad to either save or delete messages.
- Send SMS messages when driving, as this is illegal and extremely unsafe.
- Use a mobile phone without hands-free equipment – this is illegal.

Answering calls

- Answering calls should only be done with due regard to the prevailing driving situation and should be kept to a short duration.
- Either set your phone to auto-answer or divert calls to your voicemail. Where relevant, update your voicemail to notify callers that you are travelling.
- If the road conditions are not appropriate to take calls, if you are driving in heavy traffic or urban areas always forward your calls to voicemail before you commence your journey.
- Always tell the caller that you are driving, and you would prefer to call them back when you have parked. Always tell them that you are unable to take notes and that calls must be kept to a short duration.

Do not answer the phone:

- In busy road conditions.
- When driving in urban areas.
- When completing difficult manoeuvres.
- Never read or reply to SMS messages when driving, this is illegal and extremely unsafe.

During a call:

If you encounter a high-risk driving environment whilst on call you should end the call informing the caller that you will call them back when it is safe. Examples include:

- A change in traffic density.
- A junction.
- Change in road layout including road works, new roads, new roundabouts or other junctions.
- The scene of an accident.
- Schools, playgrounds or any other areas when children are present.
- Overtaking slow moving vehicles.
- Areas with high pedestrian traffic.
- Areas where high numbers of elderly or other at-risk groups of people are present.

Do NOT use a mobile phone:

- On the approach to or while negotiating busy junctions.
- In or near areas of high pedestrian activity where your speed is likely to be greater than four times that of the pedestrians.
- On country roads with limited visibility.
- On congested motorways and trunk roads at high speed.
- While executing tight or difficult manoeuvres, even at low speed.
- In any area where there is a greater than normal likelihood of coming into 'conflict' with any other road users.
- Never send or read SMS messages when driving, this is illegal & extremely unsafe.

Risk Assessment

Risk evaluation assessments have been completed over different driver groups to assess the current level of distraction experienced by drivers.

Key Documents

The Road Vehicles (Construction and Use) (Amendment) (No 4) Regulations 2003.

16. Whistleblowing

Purpose and scope

All organisations face the risk of things going wrong or of unknowingly harbouring malpractice. The Employer believes it has a duty to identify such situations and take the appropriate measures to remedy the situation.

This policy is designed to give staff that opportunity and protection to make a protected disclosure. Employees are protected provided they reveal information of the right type (“qualifying disclosure”) and they reveal that information to the right person in the right way (“making a protected disclosure”). These rules are intended to encourage employees to disclose matters such as fraud, misconduct or other wrongdoing to the organisation, without fear of reprisal and with a view to resolving matters.

By encouraging a culture of openness, the Employer wants to encourage employees and workers to raise issues which concern them at work. They may be worried that by reporting such issues they will be opening themselves up to detrimental treatment or risking their job security; that is quite understandable but this is not the case — all staff have statutory protection if they raise concerns in the right way. By knowing about malpractice at an early stage the Employer stands a good chance of taking the necessary steps to safeguard the interests of all staff and protect the organisation.

Qualifying Disclosures are:

- criminal offences
- miscarriages of justice.
- danger to the health and safety of any individual.
- damage to the environment.
- breach of any legal obligation.
- deliberately concealing any of the above.
- Product safety, integrity, quality and legality.

Only disclosures falling into one of the above 6 categories will qualify to be protected disclosures. Your belief in the disclosure must be reasonable; but not necessarily correct. As long as you can show that you believed it to be substantially and reasonably true at the time the disclosure was made, this will suffice. You must also reasonably believe the disclosure was made in the public interest.

Protected Disclosures

For a qualifying disclosure to be protected it needs to be made to the right person and in the right way. You are protected if you make the qualifying disclosure to either:

- the company, or
- Where you reasonably believe that the relevant disclosure relates solely to another person’s conduct, other than the company, to that other person.

How to raise your concern:

If an employee is concerned about any form of malpractice the issue should first be raised with their immediate manager. There is no special procedure for doing this, they can tell that person about the problem or put it in writing if they prefer.

If they feel they cannot tell their immediate manager, for whatever reason, they should raise the issue with Mr Lam

How the Employer will respond

After an employee has raised a concern, the Employer will decide how to respond in a responsible and appropriate manner. Usually this will involve making internal enquiries first, but it may be necessary to carry out an investigation at a later stage which may be formal or informal depending on the nature of the concern raised. The Employer will endeavour to complete investigations within a reasonable time.

The Employer will keep the employee informed of the progress of the investigation carried out and when it is completed. The Employer will not be able to inform them of any matters which would infringe the duty of confidentiality owed to others.

Those using the procedure outlined in this policy to raise a qualifying disclosure are assured that they will not suffer any form of retribution or detrimental treatment. Any person who subjects an employee or worker who has made a protected disclosure to detrimental treatment including victimisation/harassment and or bullying will be liable to disciplinary action. To ensure the protection of all our employees, those who maliciously make a false allegation will also be liable to disciplinary action.

It is no longer a legal requirement that a disclosure is made in "Good Faith"; however if an Employment Tribunal finds that a disclosure has not been made in "Good Faith" then they can order compensation to be reduced by up to 25%. This said it is good practice to raise a qualifying disclosure in Good Faith so not to have a detrimental impact if making a claim.

17. *Bullying policy*

Bullying is any unsolicited or unwelcome act that humiliates, intimidates or undermines the individual involved.

All employees have the right to be treated with respect. To help ensure individual's rights are respected, it is the Employer's policy to seek to eradicate bullying. No form of bullying will be condoned at work or outside of work if it has a bearing on the working relationship.

Procedure

The procedure below aims to help ensure that employees are protected from bullying and that complaints are dealt with swiftly, thoroughly and fairly.

Where appropriate, efforts will be made to resolve complaints informally. However, it is recognised that some incidents, by virtue of their serious nature, will need to be dealt with immediately under the formal procedure.

Disciplinary action will be taken against any individual who is in breach of this policy.

Bullying behaviour may include, but is not limited to:

- Insulting or aggressive behaviour.
- Criticism in front of colleagues or customers.
- Derogatory remarks.
- Insensitive jokes.
- Exclusion of an individual.
- Imposing excessive workloads or unachievable deadlines.
- Persistently undervaluing effort or attainment.
- Any harassment, bullying or victimisation

The actions must be viewed in terms of the effect they have on the recipient.

Employees who are bullied may feel vulnerable and be unsure whether their complaint will be taken seriously.

Employees should feel confident that the Employer will deal with all complaints of bullying seriously and will deal with the matter in confidence. It is the duty of every employee to comply with this policy to ensure bullying is eliminated from the workplace.

Any employee who receives a complaint of bullying should encourage the individual concerned to make use of the complaint's procedure.

Any manager who either receives a complaint or witnesses an incident of bullying must investigate the matter fully.

Managers must ensure that the working environment is free from bullying and are responsible for ensuring that any individual who has made a complaint of bullying is not victimised.

Complaints of bullying which are found to be malicious or false will result in disciplinary action being taken against the person making the complaint.

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Informal Procedure

Employees should keep written records of incidents of bullying in order to help the Employer conduct a thorough investigation. If possible, the following details should be recorded: date, time, individuals involved, witnesses, and nature of incident.

If possible, the recipient should inform the other party that the behaviour or conduct is offensive and must stop. It may be appropriate to do this in front of a witness, such as another employee of the Employer.

Alternatively, the recipient may request that Mr Lam speaks to the alleged bully on their behalf.

Formal Procedure

The formal procedure may be used if the matter is not resolved informally, is too serious to be dealt with that way, or if the employee simply prefers to make a formal complaint.

Formal complaints of bullying must be made in writing to the Employer. The complaint should provide full details of the incident(s) complained of.

The Employer will appoint someone to investigate the complaint. The investigation will normally involve interviewing all parties involved including any witnesses.

The Employer will write to you to arrange a meeting to discuss the grievance fully.

The Employer may also write to the individual who is the subject of the complaint and may arrange a separate meeting. All parties will be given time to prepare for their meetings and they will be arranged at a time and location convenient for all parties.

Any parties to the proceedings may choose to be accompanied at the meetings by a fellow worker, a trade union representative or an official employed by a trade union. All such meetings will be confidential.

If further investigation is required, this will normally be concluded within two weeks. However, if this is not possible, the Employer will write to the person that made the complaint to explain the reasons for the delay and to inform him or her of the date by which the investigation should be concluded.

The Employer will write to both the parties to the proceedings to inform them of the outcome of the investigation.

If the person who brought the complaint is dissatisfied with the outcome or the way the complaint was handled, he or she may make a request for the matter to be reconsidered at an appeal hearing. This request must be made in writing within seven days of the receipt of the letter stating the outcome.

If such a request is made, the Employer will try to appoint someone else who was not involved in the original hearing and has no connection to the proceedings to reconsider the matter, make further investigations where necessary and provide written confirmation of the outcome within 14 days.

If disciplinary action is justified, the Employer will write to the individual concerned with an explanation of the reasons why disciplinary action or dismissal is being considered against him or her. The individual concerned will be invited to attend a disciplinary hearing within seven days of the date on which the parties received notification of the outcome of the investigation (or, where reconsideration was requested, within five working days of notification of the outcome of that process).

Any disciplinary action will be conducted in accordance with the Employer's formal disciplinary procedure. Bullying is viewed seriously by the Employer and any disciplinary action taken will reflect the severity of the offence.

18. Equal opportunities and dignity at work

Policy statement

The Employer undertakes that it will provide equal opportunities to all employees, or potential employees, contractors, potential contractors clients and potential clients, irrespective of their; race, ethnic origin, nationality, disability, age, sex, gender reassignment, sexuality, religion or belief, pregnancy, maternity, marriage/civil partnerships, social class or part time/fixed term status.

The Employer opposes all forms of unlawful, unfair, direct and indirect discrimination or any discrimination by association or perception.

General

This policy takes into account the provisions of the Equality Act 2010 (EQA 2010), the Rehabilitation of Offenders Act 1974 and the Protection from Harassment Act 1997.

All employees, whether part time, full time, fixed term or temporary, will be treated fairly and equally.

Rokewood Ltd will take all reasonable steps to ensure that selection for employment, promotion, training or any other benefit will be solely based on aptitude and ability, having, where appropriate, considered any reasonable adjustments. Rokewood Ltd will also take all reasonable steps to ensure a working environment in which all employees are treated with respect and dignity.

It is the responsibility of every employee, irrespective of role or seniority, to abide by, and take personal responsibility for the implementation of this policy. This includes:

- employees having a duty to draw to the attention of their line manager any suspected incidents of this policy being breached which may be or become known to the employee; and
- employees ensuring that they do not retaliate, or otherwise victimise any colleagues who have made allegations or complaints relating to a breach, or potential breach of this policy.

Any employee who fails to provide equal opportunity to any other employee or potential employee, contractor or potential contractor, client or potential client, on any of the grounds detailed above will be subject to the Employer's disciplinary procedure.

In serious cases, such behaviour may be deemed to constitute gross misconduct and, as such, may result in summary dismissal. Employees should bear in mind that they can be held personally liable for any act of unlawful discrimination. Employees who commit serious acts may also be guilty of a criminal offence.

Monitoring and Reviewing

Compliance with this policy will be monitored regularly and the policy itself will be reviewed regularly and amended if necessary.

To ensure continuing awareness of this policy, the following steps will be taken:

- The policy will be copied to all employees prior to commencement of employment

- The induction programme will include training on the policy and how it should be implemented
- A copy of the policy will be placed on all Employer noticeboards.

19. Harassment

Harassment takes many forms, occurs on a variety of different grounds and can be directed at one person or many people. Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment. It is the unwanted nature of the conduct which distinguishes harassment from friendly behaviour which is welcome and mutual.

Harassment can be based on:

- race, ethnic origin, nationality or skin colour.
- gender or sexual orientation.
- power or hierarchy.
- willingness to challenge harassment (leading to victimisation);
- membership, or non-membership of a trade union.
- disabilities, sensory impairments or learning difficulties.
- age.
- possible links to AIDS/HIV.
- status as an ex-offender.
- health.
- physical characteristics.
- religion or belief.

Whilst not an exhaustive list, forms of harassment include:

- physical contact.
- jokes, offensive language, gossip, slander, offensive or sectarian songs and letters.
- posters, graffiti, obscene gestures, emblems, flags.
- offensive e-mail, screen savers etc.
- isolation or non-co-operation and exclusion.
- coercion for sexual favours.
- pressure to participate in political/religious groups.
- intrusion by pestering, spying and stalking.

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

Due to the seriousness with which the Employer views harassment, informal and formal reporting procedures have been introduced which are separate from the Grievance Procedure as a mechanism for dealing with complaints of harassment.

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

The Farm Manager or Office Manager will provide, in confidence, advice and assistance to employees subjected to harassment and assist in the resolution of any problems, whether through informal or formal means.

Informal procedure

If an incident happens which you think may be harassment and you do not wish it to happen again, you may prefer initially to attempt to resolve the problem informally. In some cases it may be possible and sufficient to explain clearly to the person engaging in the unwanted conduct that the behaviour in question is not welcome, that it offends you or makes you uncomfortable and that it interferes with your work. You should make it clear that you want the behaviour to stop.

In circumstances where this is too difficult or embarrassing for you to do on your own you should seek support from a friend or your supervisor, Farm Manager or Office Manager.

If you are in any doubt as to whether an incident or series of incidents which have occurred constitute harassment, then in the first instance you should approach your supervisor, Farm Manager or Office Manager on an informal basis. He or she will be able to advise you as to whether the complaint necessitates further action, in which case the matter will be dealt with formally/informally as appropriate.

If the conduct continues or if it is not appropriate to resolve the problem informally, it should be raised through the following formal process.

Formal procedure

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

The Employer takes these matters very seriously. However, malicious complaints of harassment can have a serious and detrimental effect upon a colleague. Any unwarranted allegation of harassment, made in bad faith, will be deemed potential gross misconduct. We are sure that all employees appreciate that this must

be so to protect the integrity of this policy.

20. Health and safety

Safety policy

It is the policy of the Employer to take all reasonable steps to ensure the health and safety at work of all employees, and to take all necessary steps to implement such a policy. The Employer will also ensure that all relevant statutory requirements are complied with, that risk assessments will be carried out and monitored periodically, and, where risks cannot be eliminated, suitable personal protective equipment will be provided.

Employees also have a duty to co-operate with the Employer to ensure that this policy is effective, and to offer all necessary assistance to ensure the health and safety at work of all employees.

The Employer also has a responsibility to ensure the health and safety of others who may be affected by the work activity, and reasonable steps will be taken by all concerned to ensure that this duty is observed.

The attention of all employees is drawn to the safety rules and procedures. Severe disciplinary action will be taken against any employee who violates these rules and procedures.

The Employer will consult with the employees (and with any recognised trade union representative of employee safety) periodically to ascertain what measures should be taken to increase awareness of health and safety and to ensure that all necessary measures are taken to make this policy effective.

The Employer will take such measures as may be necessary to ensure proper training, supervision and instruction of all employees in matters pertaining to their health and safety, and to provide any necessary information.

Personnel responsible for health and safety

The Directors have overall responsibility for health and safety.

Each manager and supervisor will have immediate responsibility for health and safety matters in his own area of work.

Medical assistance will be provided by Ms. Paula Hemmings and Mr Carlos Batista

Arrangements for health and safety

The detailed rules and procedures for health and safety are contained in the Health & Safety file and must be observed at all times by all employees. Particular attention is drawn to the use of protective equipment and protective clothing.

First aid and reporting accidents at work

First aid boxes can be found in the canteen; the office at Wisbech and in the HGV's. All employees will be shown the location of the nearest first aid box and will be given the names of the designated first aid personnel. This information is also displayed on works notice boards.

All injuries, however small, sustained by a person at work must be reported to their line manager and recorded in the accident book. Accident records are crucial to the effective monitoring of health and safety

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procedures and must therefore be accurate and comprehensive. Mr Lam will inspect the accident book on a regular basis and all accidents will be investigated and a report prepared, with any necessary action being taken to prevent a recurrence of the problem.

Fire

The Employer is responsible for ensuring the maintenance and testing of the fire alarms and firefighting, prevention and detection equipment.

Smoke detectors and manually operated fire alarms are located at strategic points throughout the workplace. Should the fire alarm sound or fire is discovered, an orderly evacuation of the premises will take place immediately. Fire doors, exits, corridors, passageways and stairs must always be kept free from obstruction.

Good housekeeping is an essential feature of any health and safety policy. All tools and equipment must be cleaned after use and properly stored. Workplaces must be kept clean and tidy, with rubbish and discarded materials placed in the receptacles provided. Proper attention must be paid to hygiene.

Smoking is only allowed outside the canteen. Cigarettes matches etc. must be extinguished before being discarded.

No alcoholic liquor or unlawful drugs may be brought onto or used or consumed on the premises. Employees must not engage in horseplay or misuse anything provided in the interests of health and safety.

21. Stress at work

Introduction

The Employer's Stress Policy has been developed by the Employer to protect its employees and workers. The policy covers all employees, contractors and students on work placement. Failure to comply with this policy may lead to disciplinary action being taken.

Definition of stress

Stress is defined by the Health and Safety Executive (HSE) as:

“An adverse reaction people have to excessive pressure or other types of demands placed on them.”

We wish to make it clear that 'stress' is not the same as 'pressure'. Pressure can be motivating and challenging and improve performance. Stress is something that is negative and poses a risk to an employee's health.

The Employer's obligations

We acknowledge that we have a duty of care to the health and well-being of our employees. We will treat stress in the same way as any other health hazard and assess risks to mental health and wellbeing when necessary. Where an employee becomes disabled through a stress-related illness, we will make reasonable adjustments where practicable. We acknowledge that we should act reasonably to prevent risks that are reasonably foreseeable. Any recording of information will conform to the latest data protection regulations.

Policy statement and commitment

The Employer recognises that stress, especially chronic stress, can be a considerable risk to both physical and mental health. This policy explains the action we are taking as an employer with regard to stress-related problems in the workplace. The aim is to prevent stress-related problems from occurring, if possible, but also to state what will be done if there are employees experiencing stress related problems.

We are committed to promoting a good, supportive and healthy working environment. Employees experiencing stress or mental health problems can obtain appropriate support. We are committed to supporting employees in achieving a healthy work-life balance.

Benefits from following the Stress Policy:

- Improved working climate and culture.
- Greater openness about sources of pressure at work at all levels.
- Better awareness in all employees of stress-related issues.
- Better work-life balance for all employees.
- Greater consistency of approach from managers in dealing with stress.
- Earlier identification of stress-related problems.
- Improved stress risk management skills in management.
- Overall reduction in key stress indicators.
- Improved and better-utilised support services.

Risk Assessment and Management

The role of management

Management has a critical role in minimising and managing stress risks. They will receive training to give them the skills and knowledge to be able to implement this policy; all managers will be required to attend this training. The training courses will cover prevention of stress and mental health problems at work, monitoring of stress at work and development of action plans to tackle work related stress. Management also has a critical role in offering support to employees, and in facilitating support from elsewhere as necessary. Managers are not expected to take on the role of Counsellors. However, managers will be expected to use good communication skills in their tackling of stress-related issues. Managers are expected to be consistent in their approach to stress-related absence, and to refer employees to relevant support services when necessary.

Managers should be aware of employees' training and development needs, especially when an employee is taking on a new or changed role.

Managers are encouraged to maintain good communication at all times, and this should be "face-to-face" communication whenever possible. Good communication reduces unnecessary uncertainty and prevents stress, especially during organisational change. Positive feedback is encouraged, and any criticism should be constructive.

Managers should seek to consult and involve staff at the earliest appropriate stage in decisions that affect them.

Managers should monitor and review workloads to ensure that they do not become excessive.

Managers should manage poor performance and attendance effectively in order to prevent unnecessary pressures on colleagues in teams.

Managers should not regard stress as a weakness and should encourage open discussion of stress related issues at team meetings.

Managers should adopt an "open-door" policy. This enables managers to be more approachable and will assist them in identifying stress-related problems at an early stage, allowing early intervention.

Managers should be clear about roles and responsibilities of staff.

Managers should not hesitate to seek support from their Line Manager if in any doubt about what to do about a stress-related issue. Managers should never ignore such issues if they have a concern.

Treating employees who have stress-related problems less favourably may be discriminatory.

Managers of stress-related absence

Managers should be aware that absence may indicate underlying stress problems. Managers should use the opportunity of return-to-work interviews to discuss stress-related problems when appropriate. When an absence is stress-related, an early referral to Occupational Health is essential.

Managers should seek advice from the Directors if in any doubt.

Support for Managers

All managers will receive appropriate training in order to implement this policy. Its main aim will be to assist managers in identifying stress-related problems and to minimise associated risks.

Managers will receive briefings on the support they can get (with regard to the implementation of this policy). Managers should not hesitate to seek advice and/or support if they feel they need it.

Managers should also be aware of all other relevant policies in the Employee Handbook. Such awareness enables better planning and decision making. For example, knowledge of the Flexible Working Policy will enable the manager to discuss appropriate options when discussing and developing plans to tackle stress-related problems.

Managers need also to be aware of support services available to employees, of how to refer employees, and of how employees can self-refer. The role of support services will be discussed as part of managers' training.

Employees' responsibilities

Management has a responsibility for managing excessive workplace pressures. However, individual employees also have a clear responsibility to themselves and others to minimise excessive pressures and demands by behaving responsibly, acting reasonably and reporting any concerns regarding stress to managers. Managers cannot be expected to act on stress-related problems if they don't know about them.

Employees should avoid unnecessary absence. Excessive absence puts additional pressure on colleagues that may lead to those colleagues experiencing stress.

Support for employees

Lack of skills, in a new role for example, can cause stress, and employees should not hesitate to approach managers to discuss training and development needs at any time.

Employees should not hesitate to seek support at any time. If employees feel that they cannot approach their manager about stress-related issue, they should not hesitate to approach Mr Lam directly for support.

Where employees are experiencing stress that is having a significant effect on their health and wellbeing, the Employer will support and work with the employee to look at all reasonable adjustments in order to minimise risk and facilitate a successful return to work.

Working relationship

Good, supportive working relationships have a buffering effect against stress. Managers should be supportive, and all employees are encouraged to be supportive of each other. Poor working relationships have the opposite effect and can be a cause of stress. Bullying and harassment in particular can cause severe stress. Employees should report cases of bullying or harassment in line with the Employer's Grievance Procedure.

Employees should not hesitate to discuss concerns directly with Mr Lam if they feel they cannot approach their manager.

Evaluation and review

This policy shall be evaluated every 12 months. Stress indicators will be monitored, as will the numbers of employees accessing support services. In addition, both quantitative and qualitative data will be gathered for evaluation purposes. The policy will be reviewed once the evaluation process is complete. Any comments or suggestions that employees have about this policy are strongly encouraged and should be brought to the attention of management.

22. Adoption leave

The Employer implements the adoption leave rights set out in legislation.

In order to qualify for the right to take adoption leave, you must be adopting a child through an approved adoption agency and you must have worked for the Employer for a continuous period of 26 weeks calculated as at the week in which you are notified by the adoption agency of having been matched with the child for adoption.

If you are jointly adopting a child with your spouse or partner, only one of you will be entitled to take adoption leave; unless the child was placed after 3rd April 2011, please see our policy titled 'Additional paternity leave policy for birth or adoption' if that is the case. You can choose which adopter will take adoption leave. The other adoptive parent will normally be entitled to take paternity leave, provided they meet the relevant eligibility criteria (see the section on Paternity Leave).

The right to adoption leave is not available to foster parents who adopt a child they are fostering, or to stepparents who adopt their partner's child.

Statutory adoption pay

During adoption leave, most employees will be entitled to Statutory Adoption Pay for a period of 39 weeks. The rates of Statutory Adoption Pay and Paternity Pay are revised each April. The Employer can advise you of the eligibility criteria for statutory adoption pay and the current rates. Employees who earn less than the lower earnings limit for National Insurance purposes are not eligible to receive Statutory Adoption Pay.

Statutory Adoption Pay is paid into your bank account in the same way as salary is normally paid and it is subject to deductions of income tax and National Insurance contributions.

Adoption leave

Assuming you are eligible, you can take up to a maximum of 52 weeks' adoption leave. This comprises 26 weeks' ordinary adoption leave and 26 weeks' additional adoption leave.

Ordinary adoption leave (OAL)

During ordinary adoption leave, your contract of employment continues, and you are entitled to receive all your contractual benefits, except for salary. This means, for example, that holiday entitlement will continue to accrue. This also includes other benefits such as: pension contributions, private medical insurance, life assurance and permanent health insurance.

You should endeavour to take any outstanding annual leave that may be due to you before the commencement of your adoption leave and you are reminded that annual leave must be taken in the holiday year in which it is earned: see the section on Holidays for further information.

Additional adoption leave (AAL)

Additional adoption leave starts immediately after the end of ordinary adoption leave and continues for a further 26 weeks.

Terms and conditions during AAL

Employees will continue to benefit from the terms and conditions of employment which would apply had they been at work instead of on leave, except the term providing for the payment of salary and wages, during both OAL and AAL.

During your period of absence on ordinary or additional adoption leave, you will continue to accrue statutory or contractual annual leave in the usual way.

Commencing adoption leave: notice requirements

If you wish to take adoption leave, you must inform the Office Manager or Farm Manager in writing of your request no later than seven days after the date on which notification of the match with the child is provided to you by the adoption agency. You must provide written details of the date on which you were notified of having been matched with the child, the date the child is expected to be placed with you for adoption and when you want your adoption leave to start. As evidence of your entitlement to adoption leave, you will also be required to provide a copy of the matching certificate and adoption papers from the adoption agency.

You are permitted to change your mind about when you want to start your adoption leave providing you give the Employer at least 28 days' written notice of the revised start date.

Once you have notified us of your adoption leave plans, the Employer will write to you within 28 days, setting out the date on which we expect you to return to work if you take your full entitlement to adoption leave.

Adoption leave can start on the day the child is placed with you for adoption or on a date which is up to 14 days before the expected date of placement.

Work during the adoption leave period – “keeping in touch days”

Employees may, by agreement with the Employer, do up to ten days' work – known as “Keeping in Touch Days” - under their contract of employment during the adoption leave period. Such days are different to the reasonable contact that employers and employees may make with one another as during Keeping in Touch Days employees can actually carry out work for the employer, for which they will be paid.

If the work carried out during one shift straddles midnight it may be counted as one day for the purposes of Keeping in Touch Days, if the employee's normal working pattern is such that this would fall within a normal working day.

The type of work that the employee undertakes on Keeping in Touch Days is a matter for agreement between the two parties. They may be used for any activity which would ordinarily be classed as work under the contract of employment, for which the employee would be paid but could be particularly useful in enabling attendance at a conference, undertake a training activity or attend for a team meeting.

Returning to work after adoption leave: notice requirements

If you intend to return to work before the end of your full adoption leave period, you must give the Employer at least eight weeks' notice unless the Employer has agreed, in writing, to less notice of your early return. If you fail to do so, we may postpone your return to such a date as will give the Employer the requisite eight weeks' notice, provided that this is not later than the end of your adoption leave period.

You are not legally obliged to give advance notice to the Employer if you intend to return to work immediately after the end of your additional adoption leave. You may simply return on your due day of return. That said, if you want to return after the end of ordinary adoption leave, you must still give us eight weeks' notice. If you fail to give the appropriate notice, we may postpone your return to such a date as will give the Employer eight weeks' notice.

If you are unable to attend work at the end of your adoption leave due to sickness or injury, the Employer's normal arrangements for sickness absence will apply.

If you do not intend to return to work at all after your adoption leave, you are still required to give the Employer written notice of the termination of your employment as set out in your contract of employment.

Your rights on return to work

On resuming work after ordinary adoption leave, you are entitled to return to the same job on the same terms and conditions as if you had not been absent. On resuming work after additional adoption leave, again you are entitled to return to the same job on the same terms and conditions as if you had not been absent. If, however, there is some reason why it is not reasonably practicable for the Employer to take you back in your original job, where there is such a vacancy you will be offered suitable alternative work which is suitable and appropriate for you to do of equivalent status and responsibility.

Adoptions from overseas

If you adopt a child from overseas, you may still be entitled to statutory adoption leave and pay. Special rules apply in these circumstances. For further information, please contact the Office Manager or Farm Manager.

23. Flexible working

This document sets out the Employer's policy on handling requests by employees for a variation to their terms and conditions of employment to provide the individual with a more flexible working pattern. This policy is designed to be as comprehensive as possible. However, if you have any queries which are not answered or, if you have any other questions about the policy, please contact Office Manager or Farm Manager.

Entitlement to request a contract variation

You are entitled to make an application for a contract variation provided:

- you are an employee of the Employer and have been continuously employed for a period of not less than 26 weeks.

The application

In order to request a contract variation, you must make an application to the Employer in writing which is signed and dated and contains the following details:

- that it is a request for a contract variation.
- that you have not made a previous application within the last 12 months.
- the flexible working pattern you would like and the date on which it is proposed the change should become effective.
- the effect, if any, you think the change will have on the Employer and how, in your opinion, any such effect may be dealt with.

The application will be taken as having been made on the day it is received by the Employer. If you send your application electronically this will be the day on which it is transmitted but otherwise it will be the day it would ordinarily be delivered.

The meeting with you to discuss your application, and the decision

The Employer will hold a meeting with you at a mutually convenient time to discuss your request for a contract variation within 28 days after receiving your application. Alternatively, if on receiving your application the Employer agrees to your application without needing to discuss it with you then you will be notified within this period in writing and informed of the contract variation agreed to and the date from which the variation is to take effect.

Where a meeting is held to discuss your application, the Employer will consider your application carefully and give you notice of the decision within 14 days after the meeting. This notice will be in writing and will be dated.

If the decision is to agree to your application, the notice will inform you of the contract variation agreed to and state the date on which the variation is to take effect.

The Employer may reject your application based on one or more of the following reasons:

- The burden of additional costs.
- Detrimental effect on ability to meet customer demand.
- Inability to re-organise work among existing staff.
- Inability to recruit additional staff.
- Detrimental impact on quality.
- Detrimental impact on performance.
- Insufficiency of work during the periods the employee proposes to work.
- Planned structural changes.

If the decision is to refuse your application, the notice will state:

- the grounds.
- enough explanation as to why those grounds apply; and
- the appeal procedure.

Appeals

If your application is refused, you will be entitled to appeal against the decision within 14 days. To appeal you should give notice, which should be signed and dated and set out the grounds of appeal, to the Employer.

The Employer will hold a meeting with you at a mutually convenient time to discuss your request for a contract variation within 14 days of receiving your notice. Alternatively, if the Employer upholds your appeal without needing to hold a meeting then you will be notified in writing within this period and informed of the contract variation agreed to and the date from which the variation is to take effect.

Where a meeting is held to discuss your appeal, the Employer will give you notice of the decision within 14 days after the meeting. This notice will be in writing and will be dated.

If the decision is to uphold your application, the notice will inform you of the contract variation agreed to and state the date on which the variation is to take effect.

If the appeal is dismissed, the notice will state:

- the grounds for the dismissal, and
- sufficient explanation as to why those grounds apply

Extension of time limits

Any of the time limits may be extended by agreement. In these circumstances the Employer will keep a written record of the agreement which specifies the period to which the extension relates and the date on which the extension is to end. This record will be dated, and a copy will be sent to you.

Right to be accompanied

Where a meeting is held you have the right to be accompanied at the meeting by a single companion.

Your chosen companion must be a worker employed by the Employer. This person will be permitted to address the meeting but not answer questions on your behalf.

If your chosen companion is not available at the time proposed for the meeting by the Employer you may propose an alternative time, in which case the meeting will be postponed to the time you propose provided your proposed date:

- is convenient to the Employer, you and your companion; and
- falls before the end of the period of 7 days beginning with the first day after the day proposed by the Employer.

Your chosen companion will be allowed to take time off during working hours for the purpose of accompanying you.

Withdrawal of an application

The Employer will treat your application as withdrawn where you have:

- notified the Employer orally or in writing that you are withdrawing the application; without reasonable cause, failed to attend a meeting; or
- without reasonable cause, refused to provide the Employer with information required in order to assess whether the contract variation should be agreed to.

The Employer will confirm the withdrawal of your application in writing unless you have provided the Employer with written notice of the withdrawal.

24. Maternity

This document outlines the Employer's policy on maternity leave, maternity pay and all other issues relating to pregnancy and maternity, that applies to all women employed by Rokewood Ltd. If you have any queries relating to this policy, please contact the Office Manager or Farm Manager.

Ante-Natal Care

You are entitled to take reasonable paid time off during your normal working hours to keep appointments for antenatal care although, whenever it is possible, you should arrange your appointments at the start or end of your working day. Antenatal care includes appointments with your midwife, GP and hospital clinics.

You should notify the Office Manager or Farm Manager that you will be absent as far in advance of your appointment as possible. You may be asked to produce:

- a certificate from your GP, midwife or health visitor confirming your pregnancy; and
- an appointment card or some other confirmation of your appointment.

There will be no deduction from your normal hourly rate of pay/salary for attendance at authorised antenatal appointments (i.e. an appointment made on the advice of your GP, a registered midwife or health visitor), including any time spent travelling to and from and waiting for the appointment.

Leave Entitlement

You will be entitled to take up to 52 weeks of statutory maternity leave (SML), regardless of how long you have been employed by us and how many hours you work each week.

The SML period is made up of 26 weeks' ordinary maternity leave (OML) followed immediately by 26 weeks' additional maternity leave (AML).

Maternity Leave and Pay are separate entitlements (see Maternity Pay).

There is a period of compulsory maternity leave immediately after childbirth, where an employee may not work. This period of compulsory maternity leave lasts for:

- two weeks from the date of childbirth; or
- four weeks from the date of childbirth (applicable to factory workers)
- until some later date, if there exists another statutory requirement that prohibits the employee from working since she has recently given birth.

Starting Maternity Leave

You can choose to start your maternity leave at any time after the start of the 11th week before the week in which your child is due, unless:

- you are ill for a reason related to your pregnancy at any time after the start of the 4th week before the week your child is due in which case your maternity leave will automatically start on the day after the first day of your absence; or
- your child arrives unexpectedly early and before you have started maternity leave, in which case, your maternity leave will start on the day after your child is born.

Notification of absence

In order to take maternity, leave you must give notice to the Employer no later than the end of the 15th week before the week your baby is due or as soon as reasonably practicable:

- That you are pregnant,
- When the expected week of childbirth will be, by enclosing a Form MAT B1 or other medical evidence signed by your GP or midwife, and
- When you intend to start your maternity leave.

A form for this purpose can be obtained from the Employer.

Change of leave dates

If you wish to change the intended start date of your maternity leave, you must notify the Employer in writing at least:

- 28 days before the date that you originally intended to start your leave: or
- 28 days before the new start date.

Unless that is not reasonably practicable to do so, in which case you should notify as soon as possible thereafter.

Maternity Pay

If you have at least 26 weeks' service by the end of the 15th week before the expected week of childbirth, your normal weekly earnings are not less than the lower earnings limit applying to National Insurance contributions, and you satisfy any other eligibility criteria applicable to this right, you will be entitled to receive Statutory Maternity Pay (SMP) whether or not you intend to return to work.

If you do not qualify for SMP you may be able to claim state maternity allowance. The Employer will be able to advise you on how to claim this.

You have the option for SMP to be paid on a daily or weekly basis.

Terms of payment

SMP is payable for a maximum of 39 weeks. You can expect to receive 90% of your average weekly earnings for the first 6 weeks and then whichever is the lower of either the SMP standard rate or 90% of your average weekly earnings, for the remaining 33-week period. You will be given a statement of your exact entitlement when you start your maternity leave. Your SMP will be paid into your bank account on the same date that you would have received your wages/salary and will be subject to the usual deductions for tax, national insurance and pension contributions.

Notice to be given by you to the Employer

You must provide at least 28 days' notice in writing (or if this is not reasonably practicable, as soon as possible thereafter) of the date you would like to start receiving SMP.

Rights during leave

If you take ordinary or additional maternity leave, your employment contract will continue throughout your leave period and you will receive the benefits of the terms and conditions of your employment, except remuneration. You will receive a statement setting out which of your benefits will continue when you start your maternity leave.

Holiday Entitlement

Employees continue to accrue contractual annual leave entitlement throughout both ordinary maternity leave (OML) and additional maternity leave (AML). Annual leave is not permitted during maternity leave and employees should ensure that they take any untaken annual leave before and/or after her maternity leave.

Health and Safety

Notification of pregnancy

You are required to notify the Employer as soon as you are aware that you may be pregnant so that the Employer can carry out a risk assessment and fulfil its other health and safety obligations towards you and your unborn child.

Arrangements to alter working conditions

The Employer will inform you of any potential risk that has been identified and arrangements will be made to alter your working conditions. If this is not possible, you will be offered a suitable alternative job for the duration of your pregnancy.

If there is no alternative work, the Employer reserves the right to suspend you on full pay until you or your baby is no longer at risk. These alternative arrangements may continue after the birth of your child if you or your baby is still considered to be at risk.

If you have any concerns about your own health and safety at any time you should consult the Employer immediately.

Keeping in Touch Days

You will have the option to work up to 10 days during your maternity leave. This will not affect your entitlement to SMP and maternity leave in any way. During your maternity leave we will make reasonable contact with you to agree what work is to be done and how much we will pay you.

Return to work

Notification requirements

The Employer will notify you in writing of the date on which your leave will end within 28 days of receiving your notification of intended absence. If you intend returning to work at the end of your maternity leave you are not required to give any further notification.

Returning to work early

If you wish to change the date of return from maternity leave you must give at least 8 weeks' notice of the date of your return. Failure to give this notice may result in the Employer postponing your return to work.

Your terms and conditions on returning to work

After ordinary maternity leave.

You will have the right to return to work in the same job on the same terms and conditions of employment as if you had not been absent.

After additional maternity leave

You will have the right to return to the same job, on the same terms and conditions as if you had not been absent, unless it is not reasonably practicable, in which case where there is such a vacancy you will be offered a similar job which is suitable and appropriate for you to do on terms and conditions that are no less favourable than your original job.

In either case, the employee is also entitled to her seniority, pension rights and similar rights as they would have been if she had not been absent, and her terms and conditions in respect of remuneration must not be less favourable than those which would have been applicable to her had she not been absent from work at any time since the commencement of ordinary maternity leave.

Returning to work on a part-time or job-share basis

It may be possible for you to return to work on a part-time or job-share basis. Requests will be considered on an individual basis. If you want to request a variation to your contract to create more flexibility in relation to your hours, the times you work or your place of work you should ask the Employer for an application form.

If you decide not to return to work

If you decide not to return to work after ordinary or additional maternity leave you must give the notice of termination to the Employer required by your contract of employment.

Please refer to your contract for details.

(Note: The employee should be notified in writing of this condition and her written agreement to the condition should be obtained in advance of receipt of the payment)

If you are too ill to return to work

If you cannot return back to work because you are ill you should notify the Employer in the normal way.

Combining Maternity Leave and Parental Leave

Your right to parental leave is not affected by your right to maternity leave. If you satisfy the conditions for each right, then you may take both of parental leave and maternity leave.

25. Paternity Leave

This document sets out the Employer's policy on paternity leave, paternity pay and any other related issues. If you have any queries or questions about the policy, please contact the Office Manager or Farm Manager.

Eligibility to take Paternity Leave

You are entitled to take paternity leave for the purpose of caring for a child or supporting the child's mother provided:

- you have been continuously employed for at least 26 weeks ending with the 15th week before the expected week of birth; and
- you are the father of the child and have responsibility for the upbringing of the child, or you are married to, or the partner of, the child's mother and you have the main responsibility (apart from the mother) for bringing up the child.

Please note: 'Partner' may include a female partner in a same sex couple. Where this guide refers to employees as 'father', 'he', 'him' or 'his', this should be taken to include those female same sex partners who qualify. Partner also includes a civil partner.

Paternity Leave Entitlement

You are entitled to take up to 2 weeks' paternity leave; this must be taken either as a single block of one week or two consecutive weeks. During this period of leave, you may be eligible to receive Statutory Paternity Pay (SPP) subject to the eligibility requirements.

Your leave will be calculated on a "rolling week" basis. This means that if you start your leave on, for example, a Wednesday, the leave period will run to the Tuesday of the next week if you take 1 weeks leave, or the Tuesday after that if you choose to take two consecutive weeks leave. The leave of either one week or two weeks must be taken within a period of 56 days beginning with either the child's birth date, or the first day of the expected week of its birth.

Notification Requirements

You must give to the Employer notice of your intention to take paternity leave by the 15th week before the expected week of the birth of your child, or, if this is not possible, as soon as is reasonably practicable. You must specify:

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- the expected week of the child's birth.
- the length of period of leave you have chosen to take; and
- the date you have chosen for your leave to start.

If, after providing this notice, you change your mind as to the commencement date or the amount of leave you must inform the Employer at least 28 days before the change is due to take effect or, if this is not possible, as soon as is reasonably practicable.

Paternity Pay

Eligibility for statutory paternity pay (SPP)

You will be entitled to receive statutory paternity pay (SPP) if:

- your normal weekly earnings are not less than the lower earnings limit applying to National Insurance contributions and
- you have complied with the notification requirements, and
- you have at least 26 weeks' service by the beginning of the 14th week before the expected week of the birth of your child, and
- you work from the 14th week before the baby is due up to the date of birth, and
- you satisfy any other requirements for eligibility for SPP.

Terms of payment

SSP is payable for a maximum of 2 weeks. The rate of SPP will be the lower of either the statutory rate or 90% of your average weekly earnings. This will be paid into your bank account subject to the usual deductions for tax, National Insurance and if applicable any pension contributions.

Notice you must give to the Employer

You must give notice in writing to the Employer at least 28 days before you expect your SPP to start. This notice is separate from the notice you are required to give of your intention to take paternity leave.

Rights During Paternity Leave

During the paternity leave period you will continue to be entitled to the benefit of all of the terms and conditions of your employment except those relating to your salary. Your pay for the paternity leave period will be in accordance with this policy. Duties such as the duty of good faith and confidentiality, which you owe the Employer under your contract of employment, will still be binding whilst you are on paternity leave.

The right to return after Paternity Leave

Following paternity leave, you will have the right to return to the job you were doing before taking the leave, under the same terms and conditions of employment. You will not be subject to any detriment or dismissal because you have taken, or sought to take, paternity leave.

Paternal leave and adoption

Paternal leave and pay may also be available to:

- the partner of an individual who adopts; or
- where couples adopt jointly the member of that couple who is not taking adoption leave.

To be eligible to take leave in these circumstances you must:

- have, or be expected to have, responsibility for the child's upbringing.
- be married to, or the partner of, the child's adopter.
- have 26 weeks' continuous employment ending with the week the adopter is matched with a child;
and
- not be taking adoption leave in respect of the child.

You may also be required to provide a declaration that you satisfy the eligibility requirements for paternity leave. This form will be given to you by the Employer and you will be required to sign and return it to the Employer. You may take paternity leave from the date the child is placed for adoption up until 56 days after that date. You must give to the Employer notice of your intention to take paternity leave within 7 days of being notified of having been matched with the child, or as soon as is reasonably practicable.

If you wish to change your mind about the date you want to take your leave or the amount of leave you wish to take, you must give at least 28 days' notice of this change or, give notice as soon as is reasonably practicable.

Evidential requirements in adoption cases: If you are a member of a couple who adopt jointly and you elect to receive SPP rather than Statutory Adoption Pay (SAP), you will be required to make a declaration that you have made this election in order to be eligible for SPP. In such cases, you will receive a declaration form which you will be required to sign and return to the Employer.

Paternity Leave and Parental Leave

Your right to take parental leave is not affected by your right to paternity leave. If you satisfy the conditions for each right, then you may take both parental leave and paternity leave.

26. Additional paternity leave policy for birth or adoption

This document sets out the Employer's policy on additional paternity leave. The policy is designed to be as comprehensive as possible. However, if you have any queries that are not answered or any other questions about the policy, please contact the Office Manager or Farm Manager.

Eligibility to take additional paternity leave

Birth of a child

You are entitled to take additional paternity leave for the purpose of caring for a child born on or after 3 April 2011, provided that:

- You have at least 26 weeks' continuous employment with this Employer by the end of the 15th week before the expected week of the child's birth.
- You remain in continuous employment with this Employer until the week before the first week of your additional paternity leave.

You are either:

- The father of the child; or
- Married to, or the partner or civil partner of, the child's mother.
- You have, or expect to have, the main responsibility (apart from the mother) for the upbringing of the child.

The child's mother is entitled to one or more of:

- Maternity leave.
- Statutory maternity pay or
- Maternity allowance; and
- The child's mother has notified her employer that she intends to return to work before her maternity leave period expires.

Premature birth of a child

You will be treated as having satisfied the 26 weeks' continuous service requirement if you would have done so but for the child being born prematurely.

Death of the mother or child

Special rules apply if the mother dies within 12 months of the child's birth, or the child dies after you have notified the Employer that you intend to take additional paternity leave or during the additional paternity leave period. You must notify the Employer if any of these events occur and the various options will be explained to you.

Adoption of a child

If you are notified of being matched with a child for adoption on or after 3 April 2011, you can take additional paternity leave for the purpose of caring for the child provided that you are not the primary

carer and therefore have not elected to take adoption leave. To be eligible for taking additional paternity leave in these circumstances, you must:

- Have at least 26 weeks' continuous employment with this Employer ending with the week in which you are notified of being matched with the child.
- Remain in continuous employment with this Employer until the week before the first week of your additional paternity leave.
- Be either married to, or the partner or civil partner of, the child's adopter (that is, the primary carer who has taken adoption leave); and
- have been matched with the child for adoption.

The child's adopter must also be entitled to one or both of:

- Adoption leave; or
- Statutory adoption pays; and
- Have notified his or her employer that he or she intends to return to work before the adoption leave period expires.

Death of the adopter or child

Special rules apply if the adopter dies within 12 months of the child's placement for adoption, or the child dies or is returned to the adoption agency after you have notified the Employer that you intend to take additional paternity leave or during the additional paternity leave period. You must notify the Employer if any of these events occur and the various options will be explained to you.

Extent of additional paternity leave entitlement

You are entitled to a period of additional paternity leave that lasts between 2 and 26 consecutive weeks. The period of leave may be paid, subject to the eligibility requirements set out below.

Leave must be taken in complete weeks and as one continuous period.

You can only take the leave during the period that begins 20 weeks after the date on which the child is born or placed for adoption and ends 12 months after this date.

Notice and evidential requirements

Birth of a child

If you wish to take additional paternity leave following the birth of a child, you must give the Employer at least 8 weeks' notice of your intention to do so.

Please provide the following information in a written leave notice:

- The expected week of the child's birth.
- The date of the child's birth.
- The date on which you wish your additional paternity leave to start.
- The date on which you wish your additional paternity leave to end.

You must also sign a written declaration confirming that the purpose of your leave is to care for the child and you satisfy the eligibility requirements (the father of the child; or married to, or the partner or civil partner of, the child's mother; you have, or expect to have, the main responsibility (apart from the mother) for the upbringing of the child;)

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The mother of the child must sign a written declaration stating:

- Her name and address.
- The date on which she intends to return to work.
- Her national insurance numbers.
- That you are either the father of the child or her husband, partner or civil partner and have or expect to have the main responsibility (apart from her own) for the child's upbringing.
- That you are to her knowledge the only person exercising the entitlement to additional paternity leave in respect of the child; and
- That she consents to this Employer processing the information contained in the declaration.

You may also be required, if the Employer requests, to provide a copy of the child's birth certificate and/or the name and address of the mother's employer (or, if the mother is self-employed, her business address) within 28 days.

The Employer will confirm the start and end dates of your additional paternity leave period in writing within 28 days of receipt of your leave notice.

Adoption of a child

If you wish to take additional paternity leave following the placement of a child for adoption, you must give the Employer at least 8 weeks' notice of your intention to do so. Please provide the following information in a written leave notice:

- The date on which you were notified of being matched with the child for adoption.
- The date on which the child was placed with you for adoption.
- The date on which you wish your additional paternity leave to start.
- The date on which you wish your additional paternity leave to end.
- You must also sign a written declaration confirming that the purpose of your leave is to care for the child and you satisfy the eligibility requirements (the father of the child; or married to, or the partner or civil partner of, the child's mother; you have, or expect to have, the main responsibility (apart from the mother) for the upbringing of the child;)
- The adopter of the child must sign a written declaration stating:
 - his or her name and address.
 - the date on which he or she intends to return to work.
 - his or her national insurance number.
 - that you are his or her spouse, partner or civil partner.
 - that he or she consents to this Employer processing the information contained in the declaration.

You may also be required, if the Employer so requests, to provide documentary evidence issued by the adoption agency and/or the name and address of the adopter's employer (or, if the adopter is self-employed, his or her business address) within 28 days.

The Employer will confirm the start and end dates of your additional paternity leave period in writing within 28 days of receipt of your leave notice.

Variation, cancellation or withdrawal of additional paternity leave application

Variation of leave

If you wish to vary the chosen start or end date for your additional paternity leave period before it has begun, you must give the Employer at least 6 weeks' notice before the earlier of the original date and the new date. In circumstances where it is not reasonably practicable for you to provide this length of notice, you must inform the Employer of the intended change to your application as soon as is reasonably practicable.

If you fail to give at least 6 weeks' notice and it is not reasonably practicable for the Employer to accommodate the change in your arrangements, you may be required to take a period of additional paternity leave. This period will begin on the start date that you originally specified in your leave notice or the date that you have subsequently specified as being the start date. It will end no later than:

- 6 weeks after you gave notice to vary your application; or
- The end date specified in your leave notice or subsequent notice.

Whichever is the earlier.

The notice to vary your application must be given in writing. Within 28 days of receipt of this notice, the Employer will confirm in writing the new start and end dates of your additional paternity leave period.

Cancellation of leave

If you wish to cancel your additional paternity leave application before the leave period has begun, you must give the Employer at least 6 weeks' notice before the previously notified start date. In circumstances where it is not reasonably practicable for you to provide this length of notice, you must inform the Employer of the intended cancellation as soon as is reasonably practicable.

If you fail to give at least 6 weeks' notice and it is not reasonably practicable for the Employer to accommodate the change in your arrangements, you may be required to take a period of additional paternity leave. This period will begin on the start date that you originally specified in your leave notice or as subsequently varied. It will end no later than:

- 6 weeks after you gave notice to cancel your application; or
- The end date specified in your leave notice or as subsequently varied.

Whichever is the earlier.

The notice to cancel your application must be given in writing.

Withdrawal of application

If you or the child's mother or adopter no longer satisfy the eligibility requirements for additional paternity leave as set out above, you must notify the Employer as soon as is reasonably practicable.

In circumstances where you fail to give at least 6 weeks' notice before the intended start date of your leave and it is not reasonably practicable for the Employer to accommodate the change in your arrangements, you may be required to take a period of additional paternity leave. This period will begin on the start date that you originally specified in your leave notice or as subsequently varied. It will end no later than:

- 6 weeks after you gave notice to withdraw your application; or

- The end date specified in your leave notice or as subsequently varied.

Whichever is the earlier.

The notice to withdraw your application must be given in writing.

Eligibility requirements for additional statutory paternity pay

Birth of a child

You are eligible for additional statutory paternity pay if the following conditions are met:

- You must satisfy the eligibility requirements for additional paternity leave set out at the Eligibility to take additional paternity leave, Birth of a child section of this policy; and
- Your normal weekly earnings calculated over the 8-week period ending with the 15th week before the child is due must be not less than the lower earnings limit that applies to national insurance contributions

The mother of the child must:

- Have become entitled to maternity allowance or statutory maternity pay.
- Have returned to work not less than 2 weeks after the birth of the child; and
- Have at least 2 weeks of her maternity allowance period or maternity pay period that remain unexpired.

Adoption of a child

You are eligible for additional statutory paternity pay if the following conditions are met:

- You must satisfy the eligibility requirements for additional paternity leave set out in paragraph Eligibility to take additional paternity leave, Adoption of a child section of this policy; and
- Your normal weekly earnings calculated over the 8-week period ending with the week in which you are notified of being matched with the child for adoption must not be less than the lower earnings limit that applies to national insurance contributions.

The adopter of the child must:

- Have become entitled to statutory adoption pay.
- Have returned to work not less than 2 weeks after the placement of the child for adoption; and
- Have at least 2 weeks of his or her adoption pay period that remain unexpired.

Terms of payment for additional statutory paternity pay

Additional statutory paternity pay is only available during the maternity allowance or maternity pay period of the child's mother, or the adoption pay period of the child's adopter. If you take your leave during this 39-week period, additional statutory paternity pay is payable for a maximum of 13 weeks. The rate of additional statutory paternity pay is the lower of the statutory rate or 90% of your average weekly earnings. It will be paid into your bank account, subject to the usual deductions for tax, national

insurance and pension contributions.

Claiming additional statutory paternity pay

Birth of a child

To claim additional statutory paternity pay following the birth of a child, you must provide the information and declarations outlined in this paragraph to the Employer at least 8 weeks before you expect to receive your first payment. This requirement is quite separate from that of notifying your intention to take additional paternity leave under Notice and evidential requirements, Birth of a child section of this policy.

Please provide the following information in writing:

- Your name.
- The expected week of the child's birth.
- The date of the child's birth.
- The date on which you expect that your entitlement to additional statutory paternity pay will begin.
- The date on which you expect that your entitlement to additional statutory paternity pay will end.

You must also sign a written declaration confirming that the information supplied is correct, you intend to care for the child while receiving additional statutory paternity pay and you satisfy the eligibility requirements (the father of the child; or married to, or the partner or civil partner of, the child's mother; you have, or expect to have, the main responsibility (apart from the mother) for the upbringing of the child;).

The mother of the child must sign a written declaration stating:

- That she has given notice to her employer that she is returning to work.
- That she has become entitled to maternity allowance or statutory maternity pay.
- Her name, address and national insurance number.
- The start date of her maternity allowance period or maternity pay period.
- The date on which she intends to return to work.
- That you are to her knowledge the sole applicant for additional statutory paternity pay in relation to the child; and
- That she consents to this Employer processing the information contained in the declaration.

You may also be required, if the Employer requests, to provide a copy of the child's birth certificate, and the name and address of the mother's employer (or, if the mother is self-employed, her business address) within 28 days.

Adoption of a child

To claim additional statutory paternity pay following the placement of a child for adoption, you must provide the information and declarations outlined in this paragraph to the Employer at least 8 weeks before you expect to receive your first payment. This requirement is quite separate from that of notifying your intention to take additional paternity leave under Notice and evidential requirements, Adoption of a child section of this policy.

Please provide the following information in writing:

- Your name.
- The date on which you were notified of being matched with the child for adoption.

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- The date on which the child was placed with you for adoption.
- The date on which you expect that your entitlement to additional statutory paternity pay will begin.
- The date on which you expect that your entitlement to additional statutory paternity pay will end.

You must also sign a written declaration confirming that the information supplied is correct, you intend to care for the child while receiving additional statutory paternity pay and you satisfy the eligibility requirements (be either married to, or the partner or civil partner of, the child's adopter (that is, the primary carer who has taken adoption leave); and have been matched with the child for adoption.)

The adopter of the child must sign a written declaration stating:

- That his or her employer has been notified that he or she is returning to work.
- That he or she has become entitled to statutory adoption pay.
- His or her name, address and national insurance number.
- The start date of his or her adoption pay period.
- The date on which he or she intends to return to work.
- That you are to his or her knowledge the sole applicant for additional statutory paternity pay in relation to the child; and
- That he or she consents to this Employer processing the information contained in the declaration.

You may also be required, if the Employer requests, to provide documentary evidence issued by the adoption agency, and the name and address of the adopter's employer (or, if the adopter is self-employed, his or her business address) within 28 days.

Evidential requirements in adoption cases

To claim additional statutory paternity, pay in relation to a child that you have adopted, you must elect to receive additional statutory paternity pay and not statutory adoption pay. If you are entitled to both additional statutory paternity pay and statutory adoption pay, you must therefore declare that you elect to receive additional statutory paternity pay rather than statutory adoption pay. In this case, you will receive a form that you must sign and return to the Employer.

Rights during additional paternity leave

You continue to be entitled to the benefit of all the terms and conditions of your employment during the additional paternity leave period, except those relating to remuneration. There is a separate and distinct entitlement to be paid during the leave period. Details of the entitlement are set out in paragraphs Eligibility for additional statutory paternity pay – Claiming additional statutory paternity pay sections of this policy.

You continue to be bound by the duties under your employment contract that are consistent with your right to be absent from work on additional paternity leave (for example, the duties of confidentiality and good faith that you owe to the Employer).

The right to return after additional paternity leave

Following additional paternity leave, you have the right to return to the same job that you were doing before your leave started and to the same terms and conditions of employment.

You will not be subjected to any detriment or dismissal because you have taken, or sought to take, additional paternity leave.

Combining additional paternity leave with paternity leave and parental leave

Your right to take paternity leave and/or parental leave is not affected by your right to additional paternity leave. If you satisfy the conditions for each right, you can take a combination of paternity leave, additional paternity leave and parental leave.

27. Parental leave

Parental leave was introduced into legislation to give certain parents the right to take a period of time off work to look after a child or to make arrangements for the child's welfare.

Parents can use it to spend more time with children and strike a better balance between work and family commitments. Parental leave is unpaid.

It is the Employer's policy to provide parental leave in accordance with the following rules and procedures. If you have any questions about this policy, please contact the Office Manager or Farm Manager.

Qualifying for Parental Leave

This policy applies to any employee who has parental responsibility for a child and has at least one year's continuous service with the Employer.

In order to qualify for parental leave, the employee must either be named on the child's birth certificate or must have parental responsibility under the Children Act 1989/Children (Scotland) Act 1995.

Either parent has the right to parental leave. If you're separated and you don't live with the children, you have the right to parental leave if you keep formal parental responsibility for the children. If an individual such as a guardian has parental responsibility for a child then he/she may also qualify for parental leave.

General

A maximum of 18 weeks unpaid leave can be taken for each child up to their 5th birthday. This is a right per child per parent, i.e. a parent of twins would be entitled to 18 weeks for each child. A parent of a child who is entitled to Disability Living Allowance may take up to 18 weeks parental leave up to their 18th birthday. For each adopted child the entitlement is 18 weeks up to their 18th birthday or 5th anniversary of their adoption, whichever comes first.

The right to parental leave is retained by the parent and is carried over from one employer to the next. It is an individual right and entitlements cannot be shared or transferred between parents.

The employee may not take parental leave in periods of less than one week. Parents of disabled children may take leave in blocks of one day or more.

The employee may not take more than 4 weeks leave per year in respect of each child. For these purposes, a year starts when you become eligible for parental leave (either when the child is born/adopted, or when you have worked for your employer continuously for one year, whichever comes later).

However, in a case where the employee's entitlement has been interrupted at the end of a period of continuous employment, a "year" commences on the date on which the employee most recently became entitled to take parental leave in respect of that child. Subsequent years are each successive period of twelve months beginning on the anniversary of that date.

Taking Parental Leave

Mothers may take parental leave immediately after a period of maternity leave, provided that the notice requirements for requesting parental leave are adhered to and that the qualifying period is met.

When requesting parental leave, the employee must provide such evidence as may be reasonably required to show their responsibility for the child, i.e. the child's date of birth or adoption or, in the case of disabled children, their entitlement to Disability Living Allowance.

Employees must give the Employer at least 21 days' notice before the period of leave is to commence. In the case of fathers or adoptive parents, where leave is to begin on the date of the childbirth or placement for adoption, notice should be given at least 21 days prior to the beginning of the expected week of childbirth or placement for adoption.

No notice of return to work is required unless the employee wishes to return at a time other than originally notified. In certain circumstances, for example where an employee wishes to take three weeks parental leave rather than four weeks originally planned, the Employer is entitled to postpone the return to no later than the original return date that had been notified (perhaps because temporary cover has already been arranged).

Employees on parental leave are entitled to the benefit of any terms and conditions relating to their employment, except for the term relating to wages or salary.

The employment continues during an absence of parental leave, unless Rokewood Ltd or the employee terminates employment.

In other cases, the employee is entitled to return to the job in which he was employed before, unless that is not reasonably practicable. If it is not reasonably practicable for the employee to return to the same job, they are entitled to return to a similar job which has the same or better status, terms and conditions as the old job.

Employees taking parental leave are entitled not to be unfairly dismissed or subjected to any unlawful detriment in relation to exercising their right to parental leave.

The Employer may postpone leave if the business would be unduly disrupted, for up to 6 months, except in the case of fathers and adoptive parents where leave is to be taken at or around the time of birth/placement for adoption (provided proper notice was given).

Notice of postponement will be given no more than 7 days after the employees notice to take leave was received by the Office Manager or Farm Manager and will include the reason for postponement and set out the new dates for the parental leave (the time-span will be equivalent to that originally requested).

Procedure for Taking Parental Leave

Where an employee wishes to take parental leave, they must contact the Office Manager or Farm Manager giving the required period of notice.

The Office Manager or Farm Manager will notify the relevant person in the Employer that a request for parental leave has been made and, where known, the intended start date and end date.

The Employer will confirm the entitlements and obligations with the employee. The Employer will also maintain records of parental leave taken, which may be passed onto any new employer.

Any questions or queries relating to the taking of parental leave should be addressed to the Office Manager or Farm Manager in the first instance.

28. Time off for dependants

IMPORTANT: Employees should note that a dependant need not always be the child of an employee. Guidance on who will be regarded as a "Dependant" is given in the policy below.

General

The Employer recognises that unforeseen circumstances requiring immediate attention occasionally arise. To support employees in such circumstances, employees are entitled to take a reasonable amount of unpaid time off for dependants. If you have any questions about this policy, please contact Office Manager or Farm Manager.

Policy

The Employer's policy on Time off for Dependants is intended to enable an employee to resolve certain unforeseen, unexpected and sudden emergencies involving a dependant, and to make any necessary longer-term arrangements.

A dependant includes a spouse, child or parent of the employee. It also includes someone who lives in the same household as the employee, for example, a partner or elderly relative (but not a lodger, boarder or employee of the household). It may also include someone who reasonably relies on the employee for assistance where the employee is the primary carer or is the only person who can help in an emergency.

Examples of when time off for dependants may be granted include the following:

- To provide assistance when a dependant falls ill, is injured or hurt. The illness need not necessarily be serious or life threatening.
- To assist a dependant when she is having a baby.
- To make arrangements for the provision of care for a dependant who is ill or injured, e.g., employing a temporary carer or taking a sick child to stay with relatives.
- To organise/attend the funeral of a dependant.
- To deal with unexpected disruption or termination of arrangements for the care of a dependant.
- To deal with an incident involving a child (who is a dependant) during the time when an educational establishment has the care of that child.

There is no service requirement for this entitlement, i.e. employees are entitled to exercise their right to unpaid time off for dependants from the first day of employment.

There is no express limitation on the amount of time off for dependants that an employee may take. However, it is limited by the fact that it should be "reasonable" and will, therefore, vary depending upon the circumstances. The employee should discuss the circumstances with the Office Manager or Farm Manager as soon as possible and agree the amount of time off required.

Abuse of this policy will result in disciplinary action.

There is no entitlement under this particular right to take time off to deal with domestic or other incidents which do not involve a dependant, e.g. boiler not working, washing machine flooding, taking pet to the vet, etc. Requests for unpaid time off in such circumstances will be dealt with according to the Office Manager or Farm Manager's discretion having regard to the needs and requirements of the business.

Alternatively, other forms of leave, such as annual leave, may be agreed if convenient.

Procedure

The employee must advise the Office Manager or Farm Manager as soon as is reasonably practicable of the circumstances giving rise to the need for time off for dependants and the expected likely duration. Notification does not have to be in writing but should be recorded.

If the circumstances dictate that further time off work is required, the employee should discuss this with the Office Manager or Farm Manager and arrange, if convenient, for further appropriate leave (such as annual leave or parental leave) to be taken.

As time off under this right is unpaid, the Office Manager or Farm Manager must inform the relevant person in the Employer of the number of days an employee has taken as time off for dependants as soon as possible. The Employer will arrange for adjustments to be made to the payroll.