



STAFF HANDBOOK

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Staff handbook

1. Using the Staff Handbook

- 1.1 This Staff Handbook sets out the main policies and procedures that you will need to be aware of while working for us. You should familiarise yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to a partner.
- 1.2 The policies and procedures set out in this handbook apply to all staff unless otherwise indicated. They do **not** form part of the terms of your contract with us, which are provided to you separately.

2. Responsibility for the Staff Handbook

- 2.1 The managing partner has overall responsibility for this Staff Handbook and for ensuring that its policies and procedures comply with our legal obligations.
- 2.2 The Staff Handbook is reviewed each year to ensure that its provisions continue to meet our legal obligations and reflect best practice.
- 2.3 Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. Managers must ensure all staff understand the standards of behaviour expected of them and to take action when behaviour falls below those requirements.

3. Personal details, home address and next of kin

Information is held in confidence and used in accordance with our Data Protection Policy.

Schedule 1 Dress code

1. About this policy

- 1.1 We encourage everyone to maintain an appropriate standard of dress and personal appearance at work. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:
- (a) promote a positive and professional image;
 - (b) respect the needs of men and women from all cultures and religions;
 - (c) make any adjustments that may be needed because of disability;
 - (d) take account of health and safety requirements; and
 - (e) help staff and managers decide what clothing it is appropriate to wear to work.
- 1.2 Failure to comply with the dress code may result in action under our Disciplinary Procedure.
- 1.3 We will review our dress code periodically to ensure that it reflects appropriate standards and continues to meet our needs.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Appearance

- 2.1 While working for us you represent us with clients and the public. Your appearance contributes to our reputation and the development of our business.
- 2.2 It is important that you appear clean and smart at all times when at work, particularly when you may be in contact with clients, other business contacts or the general public.
- 2.3 All employees should wear smart business attire.
- 2.4 Employees in may be asked to cover up visible tattoos or to remove or cover up visible body piercings.

Schedule 2 Expenses policy

1. About this policy

- 1.1 This policy deals with claims for reimbursement of expenses, including travel, accommodation and hospitality.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Reimbursement of expenses

- 2.1 We will reimburse expenses properly incurred in accordance with this policy. Any attempt to claim expenses fraudulently or otherwise in breach of this policy may result in disciplinary action.
- 2.2 Expenses will only be reimbursed if they are:
 - (a) submitted to the Accounts Department on the appropriate handwritten expense claim form;
 - (b) submitted within 28 days of being incurred;
 - (c) supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and
 - (d) authorised in advance where required.
- 2.3 Claims for authorised expenses submitted in accordance with this policy will be paid by cheque **or** directly into your bank/building society account via payroll.
- 2.4 Any questions about the reimbursement of expenses should be put to the Accounts Department before you incur the relevant costs.

3. Travel expenses

- 3.1 We will reimburse the reasonable cost of necessary travel in connection with our business. You should speak with a partner if you foresee incurring significant expense before doing so to get authority. The most economic means of travel should be chosen if practicable. The following are not treated as travel in connection with our business:
 - (a) travel between your home and usual place of work;
 - (b) travel which is mainly for your own purposes; and
 - (c) travel which, while undertaken on our behalf, is similar or equivalent to travel between your home and your usual place of work.

3.2 **Trains.** We will reimburse the cost of standard class travel on submission of a receipt with an expenses claim form.

3.3 **Taxis.** We do not expect you to take a taxi when there is public transport available, unless it is cost effective due to a significant saving of journey time or the number of staff travelling together. A receipt should be obtained for submission with an expenses claim form.

3.4 **Car.** Where it is cost effective for you to use your car for business travel, and you have been authorised to do so, you can claim a mileage allowance on proof of mileage. Details of the current mileage rates can be obtained from the Accounts Department. You can also claim for any necessary parking costs which must be supported by a receipt or the display ticket.

3.5 **Air travel.** If you are required to travel by plane in the course of your duties you should discuss travel arrangements with a partner in advance.

3.6 We will not reimburse penalty fares or fines for parking or driving offences, other than at our discretion in exceptional circumstances.

4. **Entertaining**

4.1 You may entertain actual or prospective clients only where your proposal and an appropriate budget has been agreed in advance with a partner. Receipts must be submitted in full with your expenses claim.

Schedule 3 Anti-harassment and bullying policy

1. About this policy

- 1.1 This policy covers harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions. It covers bullying and harassment by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. What is harassment?

- 2.1 Harassment is any unwanted physical, verbal or non-verbal conduct that 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.
- 2.2 It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.
- 2.3 Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.
- 2.4 Harassment may include, for example:
- (a) unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
 - (b) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
 - (c) offensive e-mails, text messages or social media content;
 - (d) mocking, mimicking or belittling a person's disability.
- 2.5 A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

3. What is bullying?

- 3.1 Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.
- 3.2 Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:
- (a) physical or psychological threats;
 - (b) overbearing and intimidating levels of supervision;
 - (c) inappropriate derogatory remarks about someone's performance;
- 3.3 Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

4. If you are being harassed or bullied

- 4.1 If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to a partner, who can provide confidential advice and assistance in resolving the issue formally or informally.
- 4.2 If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.
- 4.3 We will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.
- 4.4 Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by an employee the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

5. Protection and support for those involved

- 5.1 Staff who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

6. Record-keeping

- 6.1 Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process.

Schedule 4 Anti-corruption and bribery policy

1. About this policy

- 1.1 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.
- 1.2 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time. It will be reviewed regularly.

2. Who must comply with this policy?

- 2.1 This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

3. What is bribery?

- 3.1 **Bribe** means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.
- 3.2 **Bribery** includes offering, promising, giving, accepting or seeking a bribe.
- 3.3 All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, raise it with a partner.
- 3.4 Specifically, you must not:
 - (a) give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;
 - (b) accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else;
 - (c) give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure;

3.5 You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

4. Gifts and hospitality

4.1 This policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services.

4.2 A gift or hospitality will not be appropriate if it is unduly lavish or extravagant, or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process).

4.3 Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers), or be given in secret. Gifts must be given in our name, not your name.

4.4 Promotional gifts of low value such as branded stationery may be given to or accepted from existing customers, suppliers and business partners.

5. Record-keeping

5.1 You must declare and keep a written record of all hospitality or gifts given or received. You must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.

5.2 All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

6. How to raise a concern

6.1 If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify a partner and the MLRO.

Schedule 5 Holidays policy

1. About this policy

- 1.1 This policy sets out our arrangements for staff wishing to take holidays (also known as annual leave).
- 1.2 This policy covers all employees and workers at all levels and grades, including full-time, part-time, permanent and fixed-term employees, managers, directors, trainees, and homeworkers.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time. We may also vary the policy as appropriate in any case.

2. Your holiday entitlement

- 2.1 The company's holiday year runs from 1 January to 31 December. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis.
- 2.2 Unless otherwise set out in your employment contract, you are entitled to 28 days' paid holiday in each holiday year, or the pro rata equivalent if you work part time. This includes the usual public holidays in England and Wales.
- 2.3 For the avoidance of doubt, the first four weeks of the leave you take in any holiday year shall be deemed to be the leave derived from regulation 13 of the Working Time Regulations 1998 (SI 1998/1833) and the remainder shall be deemed to be derived from regulation 13A of those regulations. Currently, the law states that regulation 13 leave shall be paid at the rate of "normal remuneration" whereas regulation 13A leave may be paid at the rate of your basic salary only. If your remuneration normally includes variable elements, such as commission or compulsory overtime, we will notify you separately whether such payments will be included in your regulation 13 holiday pay. A decision to reflect certain elements of your remuneration in holiday pay on one or more occasions shall not give rise to an expectation on your part that it will be included on future occasions.
- 2.4 Except as set out in this policy, holiday entitlement must be taken during the holiday year in which it accrues. Any holiday not taken by the end of the holiday year will be lost and you will not receive any payment in lieu.
- 2.5 Unused holiday can **only** be carried over to another holiday year:
 - (a) in cases involving sickness absence, as set out in **paragraph 5**;

- (b) in cases of maternity, paternity, adoption, parental or shared parental leave, as set out in paragraph 6;
- (c) if otherwise required by law;
- (d) at the managing partner's discretion.

3. Taking holiday

- 3.1 All holiday must be approved in advance by a partner. You should normally give at least 21 days' notice of holiday requests to allow planning of work schedules where necessary. You should not make travel bookings until approval has been given. Notice shall be given on the appropriate holiday request form.
- 3.2 We may require you to take (or not to take) holiday on particular dates, including when the business is closed, particularly busy, or during your notice period.

4. Sickness during periods of holiday

- 4.1 If you are sick or injured during a holiday period and would have been incapable of work, you may choose to treat the period of incapacity as sick leave and reclaim the affected days of holiday.
- 4.2 Company sick pay will only be paid for such days if you comply with our Sickness Absence Policy, including notifying your manager immediately of your incapacity and obtaining medical evidence, even if you are abroad.
- 4.3 Dishonest claims or other abuse of this policy will be treated as misconduct under our disciplinary procedure.

5. Long-term sickness absence and holiday entitlement

- 5.1 Holiday entitlement continues to accrue during periods of sick leave.
- 5.2 If you are on a period of sick leave which spans two holiday years, or if you return to work after sick leave so close to the end of the holiday year that you cannot reasonably take your remaining holiday, you may carry over unused holiday to the following leave year.
- 5.3 Any holiday that is carried over under this rule but is not taken within 18 months of the end of the holiday year in which it accrued will be lost.
- 5.4 Alternatively you can choose to take your paid holiday during your sick leave, in which case you will be paid at your normal rate.

6. Family leave and holiday entitlement

- 6.1 Holiday entitlement continues to accrue during periods of maternity, paternity, adoption, parental or shared parental leave (referred to collectively in this policy as family leave).
- 6.2 If you are planning a period of family leave that is likely to last beyond the end of the holiday year, you should discuss your holiday plans with your manager in good time before starting your family leave. Any holiday entitlement for the year that cannot reasonably be taken before starting your family leave can be carried over to the next holiday year.
- 6.3 For the avoidance of doubt this covers your full holiday entitlement.

7. Arrangements on termination

- 7.1 On termination of employment you may be required to use any remaining holiday entitlement during your notice period. Alternatively, you will be paid in lieu of any accrued but untaken holiday entitlement for the current holiday year to date, plus any holiday permitted to be carried over from previous years under this policy or as required by law. You are entitled to be paid at a rate of 1/260th of your basic salary for each day of untaken entitlement.

Schedule 6 Disciplinary and capability procedure

1. About this procedure

- 1.1 This procedure is intended to help maintain standards of conduct and performance and to ensure fairness and consistency when dealing with allegations of misconduct or poor performance.
- 1.2 Minor conduct or performance issues can usually be resolved informally with your supervising partner. This procedure sets out formal steps to be taken if the matter is more serious or cannot be resolved informally.
- 1.3 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.
- 1.4 This procedure does not form part of any employee's contract of employment and we may amend it at any time.

2. Investigations

- 2.1 Before any disciplinary hearing is held, the matter will be investigated. Any meetings and discussions as part of an investigation are solely for the purpose of fact-finding and no disciplinary action will be taken without a disciplinary hearing.
- 2.2 In some cases of alleged misconduct, we may need to suspend you from work while we carry out the investigation or disciplinary procedure (or both). While suspended, you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless authorised to do so. Suspension is not considered to be disciplinary action.

3. The hearing

- 3.1 We will give you written notice of the hearing, including sufficient information about the alleged misconduct or poor performance and its possible consequences to enable you to prepare. You will normally be given copies of relevant documents and witness statements.
- 3.2 You may be accompanied at the hearing by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion.
- 3.3 You should let us know as early as possible if there are any relevant witnesses you would like to attend the hearing or any documents or other evidence you wish to be considered.

3.4 We will inform you in writing of our decision, usually within a reasonable time from the hearing.

4. Disciplinary action and dismissal

4.1 The usual penalties for misconduct or poor performance are:

- (a) **Stage 1: First written warning or improvement note.** Where there are no other active written warnings on your disciplinary record, you will usually receive a first written warning. It will usually remain active for six months.
- (b) **Stage 2: Final written warning.** In case of further misconduct or failure to improve where there is an active first written warning on your record, you will usually receive a final written warning. This may also be used without a first written warning for serious cases of misconduct or poor performance. The warning will usually remain active for 12 months.
- (c) **Stage 3: Dismissal or other action.** You may be dismissed for further misconduct or failure to improve where there is an active final written warning on your record, or for any act of gross misconduct. Examples of gross misconduct are given below (paragraph 6). You may also be dismissed without a warning for any act of misconduct or unsatisfactory performance during your probationary period.

We may consider other sanctions short of dismissal, including demotion or redeployment to another role (where permitted by your contract), and/or extension of a final written warning with a further review period.

5. Appeals

5.1 You may appeal in writing within one week of being told of the decision.

5.2 The appeal hearing will, where possible, be held by someone senior to the person who held the original hearing. You may bring a colleague or trade union representative with you to the appeal hearing.

5.3 We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. There is no further right of appeal.

6. Gross misconduct

6.1 Gross misconduct will usually result in dismissal without warning, with no notice or payment in lieu of notice (summary dismissal).

6.2 The following are examples of matters that are normally regarded as gross misconduct:

- (a) theft or fraud;

- (b) physical violence or bullying;
- (c) deliberate and serious damage to property;
- (d) serious misuse of the organisation's property or name;
- (e) deliberately accessing internet sites containing pornographic, offensive or obscene material;
- (f) serious insubordination;
- (g) unlawful discrimination or harassment;
- (h) bringing the organisation into serious disrepute;
- (i) serious incapability at work brought on by alcohol or illegal drugs;
- (j) causing loss, damage or injury through serious negligence;
- (k) a serious breach of health and safety rules;
- (l) a serious breach of confidence.

This list is intended as a guide and is not exhaustive.

Schedule 7 Grievance procedure

1. About this procedure

- 1.1 Most grievances can be resolved quickly and informally through discussion with your supervising partner. If this does not resolve the problem you should initiate the formal procedure set out below.
- 1.2 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.
- 1.3 This procedure does not form part of any employee's contract of employment. It may be amended at any time and we may depart from it depending on the circumstances of any case.

2. Step 1: written grievance

- 2.1 You should put your grievance in writing and submit it to your line manager. If your grievance concerns your line manager you may submit it to a senior partner.
- 2.2 The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.

3. Step 2: meeting

- 3.1 We will arrange a grievance meeting, normally within one week of receiving your written grievance. You should make every effort to attend.
- 3.2 You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.
- 3.3 If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.
- 3.4 We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.
- 3.5 We will write to you, usually within one week of the last grievance meeting, to confirm our decision and notify you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.

4. Step 3: appeals

- 4.1 If the grievance has not been resolved to your satisfaction you may appeal in writing to the senior partner, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 4.2 We will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a senior partner who has not previously been involved in the case. You will have a right to bring a companion (see paragraph 3.2).
- 4.3 We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

Schedule 8 Sickness absence policy

1. About this policy

- 1.1 This policy sets out our arrangements for sick pay and for reporting and managing sickness absence.
- 1.2 Abuse of sickness absence, including failing to report absence or falsely claiming sick pay will be treated as misconduct under our Disciplinary Procedure.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Reporting when you are sick

- 2.1 If you cannot attend work because you are sick or injured you should telephone your manager as early as possible and no later than 30 minutes after the time when you are normally expected to start work.

3. Evidence of incapacity

- 3.1 You must complete a self-certification form for sickness absence of up to seven calendar days.
- 3.2 For absence of more than a week you must obtain a certificate from your doctor stating that you are not fit for work, giving the reason. You must also complete a self-certification form to cover the first seven days. If absence continues beyond the expiry of a certificate, a further certificate must be provided.
- 3.3 If your doctor provides a certificate stating that you "may be fit for work" you must inform your manager immediately. We will hold a discussion with you about how to facilitate your return to work, taking account of your doctor's advice. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date for review.

4. Statutory sick pay

- 4.1 You may be entitled to Statutory Sick Pay (SSP) if you satisfy the relevant statutory requirements. Qualifying days for SSP are Monday to Friday, or as set out in your employment contract. The rate of SSP is set by the government in April each year. No SSP is payable for the first three consecutive days of absence. It starts on the fourth day of absence and may be payable for up to 28 weeks.

5. Fit for Work service (FFW)

- 5.1 FFW is a government-funded occupational health assessment service. The service is intended to assist employees return to work, using a return-to-work plan where appropriate. Once you have been absent for four weeks, either we or your doctor may suggest referring you to FFW. Your doctor may do this before you have been absent for four weeks if they think it would be beneficial for you.

6. Return-to-work interviews

- 6.1 After a period of sick leave your manager may hold a return-to-work interview with you. The purposes may include:
- (a) ensuring you are fit for work and agreeing any actions necessary to facilitate your return;
 - (b) confirming you have submitted the necessary certificates;
 - (c) updating you on anything that may have happened during your absence;
 - (d) raising any other concerns regarding your absence record or your return to work.

7. Managing long-term or persistent absence

- 7.1 The following paragraphs set out our procedure for dealing with long-term absence or where your level or frequency of short-term absence has given us cause for concern. The purpose of the procedure is to investigate and discuss the reasons for your absence, whether it is likely to continue or recur, and whether there are any measures that could improve your health and/or attendance. We may decide that medical evidence, or further medical evidence, is required before deciding on a course of action.
- 7.2 We will notify you in writing of the time, date and place of any meeting, and why it is being held. We will usually give you a week's notice of the meeting.
- 7.3 Meetings will be conducted by your supervising partner
- 7.4 You may bring a companion to any meeting or appeal meeting under this procedure. Your companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.
- 7.5 If you cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.

7.6 If you have a disability, we will consider whether reasonable adjustments may need to be made to the sickness absence meetings procedure, or to your role or working arrangements.

8. Medical examinations

8.1 We may ask you to consent to a medical examination by a doctor or occupational health professional or other specialist nominated by us (at our expense).

8.2 You will be asked to agree that any medical report produced may be disclosed to us and that we may discuss the contents of the report with the specialist and with our advisers. All medical reports will be kept confidential.

9. Initial sickness absence meeting

9.1 The purposes of a sickness absence meeting or meetings will be to discuss the reasons for your absence, how long it is likely to continue, whether it is likely to recur, whether to obtain a medical report, and whether there are any measures that could improve your health and/or attendance.

9.2 In cases of long-term absence, we may seek to agree a return-to-work programme, possibly on a phased basis.

9.3 In cases of short-term, intermittent absence, we may set a target for improved attendance within a certain timescale.

10. If matters do not improve

10.1 If, after a reasonable time, you have not been able to return to work or if your attendance has not improved within the agreed timescale, we will hold a further meeting or meetings. We will seek to establish whether the situation is likely to change, and may consider redeployment opportunities at that stage. If it is considered unlikely that you will return to work or that your attendance will improve within a short time, we may give you a written warning that you are at risk of dismissal. We may also set a further date for review.

11. Final sickness absence meeting

11.1 Where you have been warned that you are at risk of dismissal, and the situation has not changed significantly, we will hold a meeting to consider the possible termination of your employment. Before we make a decision, we will consider any matters you wish to raise and whether there have been any changes since the last meeting.

12. Appeals

- 12.1 You may appeal against the outcome of any stage of this procedure. If you wish to appeal you should set out your appeal in writing your supervising partner, stating your grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 12.2 If you are appealing against a decision to dismiss you, we will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially and, where possible, by a more senior manager who has not previously been involved in the case.
- 12.3 We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.
- 12.4 The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

Schedule 9 Maternity policy

1. About this policy

- 1.1 This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for pregnancy-related sickness, health and safety, and maternity leave.
- 1.2 Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in our Time off for Antenatal Appointments Policy.
- 1.3 In some cases you and your spouse or partner may be eligible to opt into the shared parental leave (**SPL**) scheme which gives you more flexibility to share the leave and pay available in the first year. You will need to give us at least eight weeks notice to opt into SPL, and you must remain on maternity leave until at least two weeks after birth. For information about SPL, see our Shared Parental Leave (Birth) Policy.
- 1.4 This policy only applies to employees and does not apply to agency workers or self-employed contractors. This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Entitlement to maternity leave

- 2.1 All employees are entitled to up to 52 weeks' maternity leave, consisting of 26 weeks' ordinary maternity leave (**OML**) and 26 weeks' additional maternity leave (**AML**).

3. Notification

- 3.1 Please inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.
- 3.2 Before the end of the fifteenth week before the week that you expect to give birth (**Qualifying Week**), or as soon as reasonably practical afterwards, you must tell us:
 - (a) the week in which your doctor or midwife expects you to give birth (**Expected Week of Childbirth**); and
 - (b) the date on which you would like to start your maternity leave (**Intended Start Date**).
- 3.3 We will write to you within 28 days to tell you the date we will expect you to return to work if you take your full maternity leave entitlement (**Expected Return Date**).

3.4 Once you receive a certificate from a doctor or midwife confirming your Expected Week of Childbirth (MATB1), you must provide us with a copy.

4. Starting maternity leave

4.1 The earliest you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).

4.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new expected return date.

4.3 Your maternity leave should normally start on the Intended Start Date. However, it may start earlier if you give birth before your Intended Start Date, or if you are absent for a pregnancy-related reason in the last four weeks before your Expected Week of Childbirth. In either of those cases, maternity leave will start on the following day.

4.4 Shortly before your maternity leave is due to start we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

4.5 The law says that we cannot allow you to work during the two weeks following childbirth.

5. Maternity pay

5.1 Statutory maternity pay (**SMP**) is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. The first six weeks SMP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year.

6. During maternity leave

6.1 With the exception of terms relating to pay, your terms and conditions of employment remain in force during OML and AML.

6.2 Holiday entitlement will continue to accrue during maternity leave.

6.3 If you are a member of the pension scheme, we shall make employer pension contributions during OML and any period of paid AML, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any maternity pay you are receiving.

7. Keeping in touch

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

8. Returning to work

- 8.1 You must return to work on the Expected Return Date unless you tell us otherwise. If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the Expected Return Date if you request annual leave or parental leave, which will be at our discretion.
- 8.2 You are normally entitled to return to work in the position you held before starting maternity leave, and on the same terms of employment. However, if you have taken AML and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.
- 8.3 If you want to change your hours or other working arrangements on return from maternity leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 8.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

Schedule 10 Paternity policy

1. About this policy

- 1.1 This policy outlines when an employee may be entitled to paternity leave and paternity pay, and sets out the arrangements for taking it.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Entitlement to paternity leave

- 2.1 Paternity leave is available on the birth of a child if you have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth and either:
 - (a) you are the biological father and will have some responsibility for the child's upbringing; or
 - (b) you are the spouse, civil partner or cohabiting partner of the biological mother and will have the main responsibility (with the mother) for the child's upbringing.
- 2.2 Paternity leave is available where a child is placed with you for adoption by an adoption agency, if you have been continuously employed by us for at least 26 weeks ending with the week in which the agency notifies you that you have been matched with a child. In such cases you may be entitled to take adoption leave instead (see our Adoption Policy). However, adoption leave may only be taken by one adoptive parent. Paternity leave is available to the other adoptive parent (of either sex).

3. Taking paternity leave

- 3.1 Paternity leave is a period of one or two weeks' consecutive leave taken when a child is born or placed with you for adoption. You can start your leave on the date of birth or placement, or later, provided it is taken within eight weeks (56 days) of the birth or placement. (If the baby is premature the period ends eight weeks after the start of the Expected Week of Childbirth.)
- 3.2 To take paternity leave you must give us written notice by the end of the 15th week before the Expected Week of Childbirth (or no more than seven days after the adoption agency notified you of being matched with a child), or as soon as you reasonably can, stating:
 - (a) the Expected Week of Childbirth;
 - (b) whether you intend to take one week or two weeks' leave; and
 - (c) when you would like your leave to start.

3.3 You can change the intended start date by giving us 28 days' notice or, if this is not possible, as much notice as you can.

4. Paternity pay

4.1 Statutory paternity pay (**SPP**) is payable during paternity leave provided you have at least 26 weeks' continuous employment ending with the **Qualifying Week** (the 15th week before the Expected Week of Childbirth or the week in which the adoption agency notified you of a match) and your average earnings are not less than the lower earnings limit set by the government each tax year. The rate of SPP is set by the government each tax year.

5. During paternity leave

5.1 All the usual terms and conditions of your employment remain in force during paternity leave, except for the terms relating to pay.

5.2 Holiday entitlement will continue to accrue during paternity leave.

5.3 If you are a member of our pension scheme, we will make employer pension contributions during paternity leave, based on your normal salary, in accordance with the scheme rules. Any employee contributions you make will be based on the amount of any paternity pay you are receiving.

Schedule 11 Parental leave policy

1. About this policy

- 1.1 This policy summarises the statutory right of employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Entitlement to parental leave

- 2.1 To be eligible for parental leave, you must:
 - (a) have at least one year's continuous employment with us;
 - (b) have or expect to have responsibility for a child; and
 - (c) be taking the leave to spend time with or otherwise care for the child.
- 2.2 You have responsibility for a child if you are the biological or adoptive parent or have legal parental responsibility in some other way, for example under a court order.
- 2.3 Eligible employees are entitled to take up to 18 weeks' parental leave in relation to each child.
- 2.4 You must tell us of any parental leave you have taken while working for another employer as this counts towards your 18-week entitlement.

3. Taking parental leave

- 3.1 In most cases, parental leave can only be taken in blocks of a week or a whole number of weeks, and you may not take more than four weeks' parental leave a year in relation to each child. Parental leave can be taken up to the child's 18th birthday.
- 3.2 Special rules apply where your child is disabled, which for these purposes means entitled to a disability living allowance, armed forces independence allowance or personal independence payment. You can take parental leave in respect of that child in blocks of less than one week. However, there is still a limit of 4 weeks a year for each child and 18 weeks in total for each child.

4. Notification requirements

- 4.1 You must notify your supervising partner of your intention to take parental leave at least 21 days in advance. It would be helpful if you can give this notice in writing. Your notification should include the start and end dates of the requested period of leave.
- 4.2 If you wish to start parental leave immediately on the birth of a child, you must give notice at least 21 days before the expected week of childbirth.
- 4.3 If you wish to start parental leave immediately on having a child placed with you for adoption, you should give notice at least 21 days before the expected week of placement, or if this is not possible, give as much notice as you can.

5. Evidence of entitlement

- 5.1 We may ask to see evidence of:
 - (a) your responsibility or expected responsibility for the child such as birth certificate, adoption or matching certificate, parental responsibility agreement or court order.
 - (b) the child's date of birth or date of adoption placement.

6. Our right to postpone parental leave

- 6.1 Although we will try to accommodate your request for parental leave, we may postpone your requested leave where it would unduly disrupt our business (for example, if it would leave us short-staffed or unable to complete work on time).
- 6.2 We will discuss alternative dates with you, and notify you in writing of the reason for postponement and the new start and end dates, within seven days of receiving your request for parental leave.
- 6.3 We cannot postpone parental leave if you have requested it to start immediately on the birth or adoption of a child.
- 6.4 We cannot postpone parental leave for more than six months, or beyond the child's 18th birthday (if sooner).

7. Terms and conditions during parental leave

- 7.1 Parental leave is unpaid. You will not be entitled to employer pension contributions in respect of the period of leave.

7.2 Your employment contract will remain in force, and holiday entitlement will continue to accrue. You will remain bound by your duties of good faith and confidentiality, and any contractual restrictions on accepting gifts and benefits, or working for another business.

Schedule 12 Time off for dependants policy

1. About this policy

- 1.1 The law recognises that there may be occasions when you need to take time off work to deal with unexpected events involving one of your dependants.
- 1.2 This time off for dependants policy gives all employees the right to take a reasonable amount of [unpaid] time off work to deal with certain situations affecting their dependants.
- 1.3 No-one who takes time off in accordance with this policy will be subjected to any detriment.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Reasonable unpaid time off

- 2.1 You have a right to take a reasonable amount of unpaid time off work when it is necessary to:
 - (a) provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
 - (b) make longer-term care arrangements for a dependant who is ill or injured;
 - (c) take action required in consequence of the death of a dependant;
 - (d) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill); and/or
 - (e) deal with an unexpected incident involving your child while a school or another educational establishment is responsible for them.
- 2.2 A **dependant** for the purposes of this policy is:
 - (a) your spouse, civil partner, parent or child;
 - (b) a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
 - (c) anyone else who reasonably relies on you to provide assistance, make arrangements or take action of the kind referred to in **paragraph 4.1**.
- 2.3 This policy applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where you need to take planned time off

or provide longer-term care for a dependant. You should discuss this if necessary with your supervising partner.

2.4 Whether action is considered necessary will depend on the circumstances, including nature of the problem, the closeness of the relationship between you and the dependant, and whether anyone else is available to assist. Action is unlikely to be considered necessary if you knew of a problem in advance but did not try to make alternative care arrangements.

2.5 Reasonable time off in relation to a particular problem will not normally be more than one day. However, we will always consider each set of circumstances on their facts.

3. Exercising the right to time off

3.1 You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your supervising partner:

- (a) the reason for your absence; and
- (b) how long you expect to be away from work.

3.2 If you fail to notify us as set out above, you may be subject to disciplinary proceedings under our Disciplinary Procedure for taking unauthorised time off.

3.3 We may in some cases ask you to provide evidence for your reasons for taking the time off, either in advance or on your return to work. Suspected abuse of this policy will be dealt with as a disciplinary issue under our Disciplinary Procedure.

Schedule 13 Compassionate leave policy

1. About this policy

- 1.1 Compassionate leave is designed to help you cope with the death of a close relative, deal with necessary arrangements and attend their funeral. It may also be granted where a close relative is seriously or critically ill.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Entitlement

- 2.1 You are entitled to take paid compassionate leave of up to 7 days in any 12-month period in respect of a spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law.
- 2.2 We may exercise our discretion to grant a period of paid compassionate leave in respect of any other relative or close friend, depending on the circumstances of each case.
- 2.3 If you are still unable to return to work following an authorised period of compassionate leave you should contact your supervising partner. It may be appropriate to take a period of annual leave, subject to your manager's approval, or we may at our discretion grant you further unpaid leave in those circumstances.

3. Requesting compassionate leave

- 3.1 We recognise that it may not always be possible to request compassionate leave in advance. However, where it is possible, you should make a request to your supervising partner. You should tell them the reasons for your request and the number of days leave you would like to take.
- 3.2 Where it is not possible to request leave in advance you should contact your supervising partner as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Someone can do this on your behalf if necessary.
- 3.3 In exceptional circumstances we may have to refuse a request for compassionate leave and will give you a written explanation of the reasons.

Schedule 14 Flexible working policy

1. About this policy

- 1.1 This flexible working policy gives eligible employees an opportunity to request a change to their working pattern.
- 1.2 We will deal with flexible working requests in a reasonable manner and within a reasonable time. In any event the time between making a request and notifying you of a final decision (including the outcome of any appeal) will be less than three months unless we have agreed a longer period with you.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Eligibility

- 2.1 To be eligible to make a flexible working request, you must:
 - (a) be an employee;
 - (b) have worked for us continuously for at least 26 weeks at the date your request is made; and
 - (c) not have made a flexible working request during the last 12 months (even if you withdrew that request).

3. What is a flexible working request?

- 3.1 A flexible working request under this policy means a request to do any or all of the following:
 - (a) to reduce or vary your working hours;
 - (b) to reduce or vary the days you work;
 - (c) to work from a different location (for example, from home).

4. Making a flexible working request

- 4.1 Your flexible working request should be submitted to your supervising partner in writing and dated. It should:
 - (a) state that it is a flexible working request;
 - (b) explain the change being requested and propose a start date;

- (c) identify the impact the change would have on the business and how that might be dealt with; and
- (d) state whether you have made any previous flexible working requests.

5. Meeting

- 5.1 We will arrange a meeting at a convenient time and place to discuss your request. You may be accompanied at the meeting by a colleague of your choice. They will be entitled to speak and confer privately with you, but may not answer questions on your behalf.
- 5.2 We may decide to grant your request in full without a meeting, in which case we will write to you with our decision.

6. Decision

- 6.1 We will inform you in writing of our decision as soon as possible after the meeting.
- 6.2 If your request is accepted, we will write to you with details of the new working arrangements and the date on which they will commence. You will be asked to sign and return a copy of the letter.
- 6.3 If we cannot immediately accept your request we may require you to undertake a trial period before reaching a final decision on your request.
- 6.4 Unless otherwise agreed, changes to your terms of employment will be permanent.
- 6.5 We may reject your request for one or more of the following business reasons:
 - (a) the burden of additional costs;
 - (b) detrimental effect on ability to meet customer demand;
 - (c) inability to reorganise work among existing staff;
 - (d) inability to recruit additional staff;
 - (e) detrimental impact on quality;
 - (f) detrimental impact on performance;
 - (g) insufficiency of work during the periods that you propose to work; or
 - (h) planned changes.
- 6.6 If we are unable to agree to your request, we will write to tell you which of those reasons applies in your case. We will also set out the appeal procedure.

7. Appeal

- 7.1 You may appeal in writing within 14 days of receiving our written decision.
- 7.2 Your appeal must be dated and must set out the grounds on which you are appealing.
- 7.3 We will hold a meeting with you to discuss your appeal. You may bring a colleague to the meeting.
- 7.4 We will tell you in writing of our final decision as soon as possible after the appeal meeting, including reasons. There is no further right of appeal.

Schedule 15 Time off for public duties policy

1. About this policy

- 1.1 We wish to enable employees to perform any public duties that they may be committed to undertake and so will give them time off to do so where it does not conflict with the operational needs of our business. We are not legally obliged to grant paid leave for these purposes. The circumstances in which we are prepared to do so are set out below.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Jury service

- 2.1 You should tell your line manager as soon as you are summoned for jury service and provide a copy of your summons if requested.
- 2.2 Depending on the demands of our business we may request that you apply to be excused from or defer your jury service.
- 2.3 We are not required by law to pay you while you are absent on jury service. You will be advised at court of the expenses and loss of earnings that you can claim.

3. Voluntary public duties

- 3.1 Employees are entitled to a reasonable amount of unpaid time off work to carry out certain public duties, including duties as a tribunal member, magistrate, local councillor, member of an NHS Trust, prison visitor, police station lay visitor or school governor.
- 3.2 As soon as you are aware that you will require time off for performance of a public service you should notify your supervising partner in writing, providing full details of the time off that is being requested and the reasons for your request. In order that arrangements can be made to cover your duties in your absence you should make your request in good time.
- 3.3 Each request for time off will be considered on its merits taking account of all the circumstances, including how much time is reasonably required for the activity, how much time you have already taken, and how your absence will affect the business.
- 3.4 We may grant you up to 7 days' paid leave in any 12-month period to perform public duties that are not paid. Any additional leave will be granted on an unpaid basis subject to the exercise of our discretion to grant further paid leave.

4. Reserve forces duties

- 4.1 We are aware that employees who are members of the Reserve Forces (the Territorial Army, Royal Navy Reserve, Royal Marines Reserve or Royal Auxiliary Air Force) may be called-up at any time to be deployed on full-time operations, and are expected to attend regular training.
- 4.2 [We are under no obligation to offer leave (either paid or unpaid) for reservists to undertake training. We offer up to 10 days special unpaid leave per year (in addition to existing paid holiday entitlements) for reservists to undertake training.
- 4.3 If we receive notice that you have been called-up for active service we may apply to an adjudication officer for the notice to be deferred or revoked if your absence would cause serious harm to our business (which could not be prevented by the grant of financial assistance).
- 4.4 Once your military service has ended you may submit a written application for reinstatement to your employment. This should be made by the third Monday following the end of your military service and you should notify us of the date on which you will be available to restart work.
- 4.5 If it is not reasonable and practicable to reinstate you into your former employment we will offer you the most favourable alternative on the most favourable terms and conditions which are reasonable and practicable.

Schedule 16 Fair processing notice (employee data)

1. About this document

- 1.1 During the course of our activities we, will process personal data (which may be held on paper, electronically, or otherwise) about our staff and we recognise the need to treat it in an appropriate and lawful manner, in accordance with the Data Protection Act 1998 (DPA). The purpose of this notice is to make you aware of how we will handle your personal data.
- 1.2 This notice does not form part of any employee's contract of employment and we may amend it at any time.

2. Data protection principles

- 2.1 We will comply with the eight data protection principles in the DPA, which say that personal data must be:
- (a) Processed fairly and lawfully.
 - (b) Processed for limited purposes and in an appropriate way.
 - (c) Adequate, relevant and not excessive for the purpose.
 - (d) Accurate.
 - (e) Not kept longer than necessary for the purpose.
 - (f) Processed in line with individuals' rights.
 - (g) Secure.
 - (h) Not transferred to people or organisations situated in countries without adequate protection.
- 2.2 "Personal data" means recorded information we hold about you from which you can be identified. It may include contact details, other personal information, photographs, expressions of opinion about you or indications as to our intentions about you. "Processing" means doing anything with the data, such as accessing, disclosing, destroying or using the data in any way.

3. Fair and lawful processing

- 3.1 We will usually only process your personal data where you have given your consent or where the processing is necessary to comply with our legal obligations. In other cases, processing may be necessary for the protection of your vital interests, for our legitimate

interests or the legitimate interests of others. The full list of conditions is set out in the DPA.

- 3.2 We will only process "sensitive personal data" about ethnic origin, political opinions, religious or similar beliefs, trade union membership, health, sex life, criminal proceedings or convictions, where a further condition is also met. Usually this will mean that you have given your explicit consent, or that the processing is legally required for employment purposes. The full list of conditions is set out in the DPA.

4. How we are likely to use your personal data

- 4.1 We will process data about staff for legal, personnel, administrative and management purposes and to enable us to meet our legal obligations as an employer, for example to pay you, monitor your performance and to confer benefits in connection with your employment.

- 4.2 We may process sensitive personal data relating to staff including, as appropriate:

- (a) information about an employee's physical or mental health or condition in order to monitor sick leave and take decisions as to the employee's fitness for work;
- (b) the employee's racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation;
- (c) in order to comply with legal requirements and obligations to third parties.

5. Processing for limited purposes

We will only process your personal data for the specific purpose or purposes notified to you or for any other purposes specifically permitted by the DPA.

6. Adequate, relevant and non-excessive processing

Your personal data will only be processed to the extent that it is necessary for the specific purposes notified to you.

7. Accurate data

We will keep the personal data we store about you accurate and up to date. Data that is inaccurate or out of date will be destroyed. Please notify us if your personal details change or if you become aware of any inaccuracies in the personal data we hold about you.

8. Data retention

We will not keep your personal data for longer than is necessary for the purpose. This means that data will be destroyed or erased from our systems when it is no longer required.

9. Processing in line with your rights

9.1 You have the right to:

- (a) Request access to any personal data we hold about you.
- (b) Prevent the processing of your data for direct-marketing purposes.
- (c) Ask to have inaccurate data held about you amended.
- (d) Prevent processing that is likely to cause unwarranted substantial damage or distress to you or anyone else.
- (e) Object to any decision that significantly affects you being taken solely by a computer or other automated process.

10. Data security

10.1 We will ensure that appropriate measures are taken against unlawful or unauthorised processing of personal data, and against the accidental loss of, or damage to, personal data.

10.2 We have in place procedures and technologies to maintain the security of all personal data from the point of collection to the point of destruction. We will only transfer personal data to a third party if he agrees to comply with those procedures and policies, or if he puts in place adequate measures himself.

10.3 Maintaining data security means guaranteeing the confidentiality, integrity and availability (for authorised purposes) of the personal data.

11. Providing information to third parties

11.1 We will not disclose your personal data to a third party without your consent unless we are satisfied that they are legally entitled to the data. Where we do disclose your personal data to a third party, we will have regard to the eight data protection principles.

12. Subject access requests

12.1 If you wish to know what personal data we hold about you, you must make the request in writing, with an accompanying fee of £10. All such written requests should be forwarded to a partner.

13. Breaches of data protection principles

- 13.1 If you consider that the data protection principles have not been followed in respect of personal data about yourself or others you should raise the matter with your line manager. Any breach of the DPA will be taken seriously and may result in disciplinary action.

Schedule 17 IT and communications systems policy

1. About this policy

- 1.1 Our IT and communications systems are intended to promote effective communication and working practices. This policy outlines the standards you must observe when using these systems, when we will monitor their use, and the action we will take if you breach these standards.
- 1.2 Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Equipment security and passwords

- 2.1 You are responsible for the security of the equipment allocated to or used by you, and you must not allow it to be used by anyone other than in accordance with this policy. You should use passwords on all IT equipment, particularly items that you take out of the office. You should keep your passwords confidential and change them regularly.
- 2.2 You must only log on to our systems using your own username and password. You must not use another person's username and password or allow anyone else to log on using your username and password.
- 2.3 If you are away from your desk you should log out or lock your computer. You must log out and shut down your computer at the end of each working day.

3. Systems and data security

- 3.1 You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).
- 3.2 We monitor all e-mails passing through our system for viruses. You should exercise particular caution when opening unsolicited e-mails from unknown sources. If an e-mail looks suspicious do not reply to it, open any attachments or click any links in it.
- 3.3 Inform a partner immediately if you suspect your computer may have a virus.

4. E-mail

- 4.1 Adopt a professional tone and observe appropriate etiquette when communicating with third parties by e-mail. You should also include our standard e-mail signature and disclaimer.
- 4.2 Remember that e-mails can be used in legal proceedings and that even deleted e-mails may remain on the system and be capable of being retrieved.
- 4.3 You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate e-mails.
- 4.4 You should not:
 - (a) send or forward private e-mails at work which you would not want a third party to read;
 - (b) send or forward chain mail, junk mail, cartoons, jokes or gossip;
 - (c) contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to others who do not have a real need to receive them; or
 - (d) send messages from another person's e-mail address (unless authorised) or under an assumed name.
- 4.5 Do not use your own personal e-mail account to send or receive e-mail for the purposes of our business. Only use the e-mail account we have provided for you.

5. Using the internet

- 5.1 You should not access any web page or download any image or other file from the internet which could be regarded as illegal, offensive, in bad taste or immoral. Even web content that is legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.
- 5.2 We may block or restrict access to some websites at our discretion.

6. Monitoring

- 6.1 Our systems enable us to monitor telephone, e-mail, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, your use of our systems including the telephone and computer

systems (including any personal use) may be continually monitored by automated software or otherwise.

- 6.2 We reserve the right to retrieve the contents of e-mail messages or check internet usage (including pages visited and searches made) as reasonably necessary in the interests of the business, including for the following purposes (this list is not exhaustive):
- (a) to monitor whether the use of the e-mail system or the internet is legitimate and in accordance with this policy;
 - (b) to find lost messages or to retrieve messages lost due to computer failure;
 - (c) to assist in the investigation of alleged wrongdoing; or
 - (d) to comply with any legal obligation.

7. Prohibited use of our systems

- 7.1 Misuse or excessive personal use of our telephone or e-mail system or inappropriate internet use will be dealt with under our Disciplinary Procedure. Misuse of the internet can in some cases be a criminal offence.
- 7.2 Creating, viewing, accessing, transmitting or downloading any of the following material will usually amount to gross misconduct (this list is not exhaustive):
- (a) pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
 - (b) offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
 - (c) a false and defamatory statement about any person or organisation;
 - (d) material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Equal Opportunities Policy or our Anti-harassment and Bullying Policy);
 - (e) confidential information about us or any of our staff or clients (except as authorised in the proper performance of your duties);
 - (f) unauthorised software;
 - (g) any other statement which is likely to create any criminal or civil liability (for you or us); or
 - (h) music or video files or other material in breach of copyright.

Schedule 18 Social media policy

1. About this policy

- 1.1 This policy is in place to minimise the risks to our business through use of social media.
- 1.2 This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Google+, Wikipedia, Whisper, Instagram, Vine, Tumblr and all other social networking sites, internet postings and blogs. It applies to use of social media for business purposes as well as personal use that may affect our business in any way.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Prohibited use

- 2.1 You must avoid making any social media communications that could damage our business interests or reputation, even indirectly.
- 2.2 You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.
- 2.3 You must not express opinions on our behalf via social media, unless expressly authorised to do so by your manager. You may be required to undergo training in order to obtain such authorisation.
- 2.4 You must not post comments about sensitive business-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.
- 2.5 You are not permitted to add business contacts made during the course of your employment to personal social networking accounts.
- 2.6 Any misuse of social media should be reported to a partner.

3. Guidelines for responsible use of social media

- 3.1 You should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal e-mail address.

- 3.2 Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.
- 3.3 If you disclose your affiliation with us on your profile or in any social media postings, you must state that your views do not represent those of your employer. You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.
- 3.4 If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your manager.

4. Breach of this policy

- 4.1 Breach of this policy may result in disciplinary action up to and including dismissal.
- 4.2 You may be required to remove any social media content that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.