

ASHWOOD VETERINARY LIMITED HANDBOOK OF HR POLICIES

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1 INTRODUCTION AND GENERAL INFORMATION

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INTRODUCTION

It is our sincere hope that all employees will be happy in their employment with us.

You are asked to study this handbook carefully. Updates to the contents of this handbook may be issued from time to time as circumstances dictate or as changes to employment legislation are made and all employees will be notified of the changes. If changes to legislation or Codes of Practice are made prior to the handbook being updated, the updated legislation or Code of Practice will have precedence over the policies in this handbook. If there is any conflict between the content of this handbook and your contract of employment, your contract of employment will prevail.

This handbook is not intended to form part of your contract of employment and may therefore be updated by us from time to time without this amounting to a variation of contract. Despite the handbook not being contractual, it does contain useful information regarding our policies and procedures and contains rules by which our employees are expected to abide.

If you have any queries regarding anything contained in this handbook, the query should be raised with Patrick McKee. **GENERAL INFORMATION**

Personal details

We will comply with our obligations under data protection law regarding processing your personal details. It is important that we have up to date contact details for you in case we need to contact you when you are off work. If your home address, home phone number, email address, or mobile phone number changes, please advise us of the new details as soon as possible.

It is also important that we have details for your next of kin in case we have to contact them in the case of an emergency. Again, if these details change, please let us know so that the most up to date information is always on file.

Employee Training

At the commencement of your employment you will receive training to assist you in your job and as your employment progresses there may be further opportunities for training and development. You are encouraged to ask questions if you are unsure about anything and are also encouraged to speak to your line manager about areas for development and ideas for training.

Other employment

You must not, without our prior consent (which will not be unreasonably withheld), undertake any other form of paid work while employed by us. If you already have any other employment or are considering any additional employment you should notify your line manager so that we can discuss any implications arising from working time legislation. You must not engage in any self-employed, employed or voluntary work that would be considered to be working in competition with our business without prior written consent.

Appearance

Reception and Nursing Uniform:

Ashwood Tunics (provided)
Name badge (provided)
Black long sleeved top underneath if necessary
Smart black full length trousers
Black sturdy footwear

Badges:

Badges should be worn at all times, they are £10 to replace if you lose them.

Hair:

Long hair must be tied back at all times.

Jewellery:

No jewellery may be worn other than a plain wedding band. This includes other rings, necklaces, bracelets, ear rings and other visible piercings.

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Footwear:

Closed toed shoes are to be worn other than in theatre where clogs are acceptable.

Fake Tan:

It is not permissible to come to work wearing fake tan.

Nails:

Fake nails are not to be worn at work. Nails should be short and clean.

Reimbursement of expenses

It is not expected that employees will routinely have to incur expenses. However, where an expense is incurred by an employee in the course of their duties, we will reimburse the employee for the cost, provided an original receipt is submitted. Where the expense relates to mileage, the employee will be reimbursed at the rate recommended by HMRC from time to time.

We cannot reimburse for expenses incurred without a receipt, save where the expense is mileage, in which case a mileage claim form may be required.

If an employee is found to have fraudulently claimed an expense or exaggerated their entitlement to expenses, this will be considered dishonesty and disciplinary action up to and including dismissal may be taken.

Employees' property

We do not accept liability for any loss of, or damage to, property which you bring to work. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. If you have lost anything at work, please let your line manager know and we will endeavour to assist you in recovering it. Articles of lost property that you come across should be handed to your manager who will retain them whilst attempts are made to discover the owner.

Right of Search

The employer may ask you to submit to a search of your person (outer wear only) and/or property while you are on the Employer's premises, and of any vehicle used by you in the performance of your duties, if it has reasonable grounds for suspecting that you may have committed a criminal offence or any serious breach of contract or of its rules. All searches will be conducted with your consent and in the presence of at least one witness chosen by you and the Employer. Any refusal to consent may, in appropriate circumstances, be treated as misconduct liable to disciplinary action against you.

The Employer reserves the right to search your work space without prior notice to you where it has reasonable grounds to suspect that you may have committed a criminal offence or a breach of contract or any of its rules.

Mail

All mail received at our address will be opened, including that addressed to employees. Private mail, therefore, should not be sent to the business address. No private mail may be posted at the expense

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of the business without prior approval from your line manager, who will arrange for you to pay the costs of the postage.

Reporting Under RIDDOR Regulations (1995) Procedure

All guidance for reporting is taken from the Health and Safety Executive (HSE), all information regarding this can be found online: www.hse.gov.uk/riddor

All staff must be aware of RIDDOR regulations, any updates made by the HSE and the reporting procedure.

A nominated responsible person is the only person who should be reporting to RIDDOR. Reporting is completed online, a copy is emailed to the practice and should be filed as stated in this procedure.

Procedure for reporting

Nominated Responsible Person: Patrick Mckee

- Access online: www.hse.gov.uk/riddor
- Select correct report to be completed.
- Complete report and submit.
- Print copy and file in health and safety folder under 'Completed Reports' section.

Other documents and notices

From time to time we may issue employees with other documents, memos, notices or instructions regarding working practices. You are required to familiarise yourself with the contents of any such additional information and instruction issued and act accordingly.

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3 TIME OFF WORK

4 SICKNESS ABSENCE POLICY

Notification of absence

You must notify your manager by telephone on the first day of absence at the earliest possible opportunity and not after 9:30am, except where it is not possible for you to do so. Notification should be made personally by you if you are able. If you are unable to telephone your manager yourself, you may ask a friend or relative to ring your manager on your behalf. Text messages are not an acceptable means of communicating that you will be absent from work.

You are expected to give an indication of how long you expect to be absent from work for and to contact your manager if this changes.

If your period of unfitness for work extends to more than seven days you are required to notify your manager of your continued incapacity once a week thereafter, unless otherwise agreed.

Evidence of incapacity

In cases of illness up to seven calendar days, you must sign a self-certification absence form upon your return to work. If your illness has kept you from work for longer than seven days (whether or not they are working days) you should see your doctor and obtain a medical certificate, now called a Statement of Fitness for Work, and forward this to us without delay. You must supply us with Statements of Fitness for Work to cover the whole of your absence.

If you fail to follow any of these procedures, your absence may be deemed to be unauthorised. Unauthorised absence is categorised as a gross misconduct offence in the disciplinary rules.

Payments

Unless otherwise stated in your statement of main terms and conditions, any payment during sickness absence over and above Statutory Sick Pay (SSP) will be solely at our discretion. You will be paid SSP if you are absent because of sickness or injury provided you meet the eligibility criteria. This is treated like wages and is subject to normal deductions.

“Qualifying days” are the only days for which you are entitled to SSP. The first three days of absence are “waiting days” for which SSP is not payable. Where a second or subsequent period of incapacity occurs within 56 days of a previous period of incapacity, waiting days are not usually served again.

Any days of contractual sickness/injury payments which qualify for SSP will be offset against SSP on a day-to-day basis. Deductions may be made for any other state benefits received if you are excluded or transferred from SSP.

Where the circumstances of your illness or injury are such that you receive compensation or damages from a third party regarding the incapacity, you are required to include all monies paid by us to you as a loss of wages claim. Any payments which we may have made to you because of the absence (including SSP) will be repayable by you up to an amount not exceeding either the amount of the compensation or damages received by you or any amount paid by us to you.

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Return to work

You should notify your manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.

If you have been suffering from an infectious or contagious disease or illness you must not report for work without a certificate from your own doctor confirming that it is in order for you to return to work. In the case of gastroenteritis or other similar bug, you must not attend work until a clear 48 hours have passed since you stopped suffering the symptoms of the bug.

Attendance management

We expect a good standard of attendance from all of our employees. If your attendance record falls below acceptable levels or you have been absent from work due to a longer term health issue, action may be taken as follows:-

Persistent intermittent short-term absence

Managers should address any intermittent absences with staff at as early a stage as possible. Where possible, instances of intermittent absence will be dealt with informally. Where informal steps are not enough to bring your attendance to a satisfactory level, formal action may be taken.

The first stage in such action is an investigation into the nature of and reasons for the short-term absences.

Level 1—improvement notice / written warning

Where appropriate, you will be issued with an improvement notice / written warning containing the following information:

- (1.1.a) an explanation of the reasons for the notice being issued;
- (1.1.b) an explanation of the improvements in attendance required;
- (1.1.c) the timescale for making these improvements (referred to as the “review period”);
- (1.1.d) any support we will provide to assist you;
- (1.1.e) an explanation of the consequences of failing to improve; and
- (1.1.f) advice as to your right to appeal against the decision to issue an improvement notice / written warning.

During the review period, your attendance will be monitored and at the end of the review period, we will inform you of the next step:

if we are satisfied that you have met the requirements set out in the notice, no further action will be taken;

if we are not satisfied that you have met the requirements set out in notice, further action may be taken; or

where appropriate, the review period may be extended.

An improvement notice issued under this policy will normally remain in force for six months and a copy of the notice will be kept on your personnel record. It will normally be disregarded for 10This handbook has been prepared for the exclusive use of Ashwood Veterinary Ltd and is not to be made available for use within any other organisation

capability purposes after a period of six months, or any other period specified in the improvement notice, subject to satisfactory attendance during that time, but will form a permanent part of your personnel record.

Level 2—final written warning

If you fail to meet the requirements set out in the improvement notice, or where the poor attendance is sufficiently serious to warrant it, a final written warning may be given to you. It will give the following information:

- (1.1.a) an explanation of the reasons for the warning;
- (1.1.g) an explanation of the improvements required;
- (1.1.h) the timescale for making these improvements (the review period);
- (1.1.i) any support we will provide to assist you;
- (1.1.j) an explanation that failure to improve your attendance to the required level will render you liable to dismissal; and
- (1.1.k) advice as to your right to appeal against the decision to give you a final written warning.

During the review period given in the final written warning, your attendance will be monitored and at the end of the review period you will be informed of the next step:

if we are satisfied that you have met the requirements set out in the final written warning, no further action will be taken;

if we are not satisfied that you have met the requirements set out in the final written warning, further action may be taken; or

where appropriate, the review period may be extended.

The final written warning will normally remain in force for 12 months and a copy of the final written warning will be kept on your personnel record. The final written warning will normally be disregarded for capability purposes after 12 months, subject to satisfactory attendance during that time, but will form a permanent part of your personnel record.

Level 3—dismissal

If you fail to meet the requirements set out in the final written warning, dismissal will normally result. There may also be very exceptional circumstances where the failure to improve attendance is sufficiently serious to warrant dismissal without previous formal warnings. The procedure set out in the Disciplinary & Dismissal Procedure will be followed where the dismissal of an employee is contemplated.

You will be provided with written confirmation of the dismissal as soon as reasonably practicable afterwards. This will set out:

- (1.1.a) details of the reason for the dismissal;
- (1.1.l) the date on which the employment terminated or will terminate;
- (1.1.m) the appropriate period of notice or pay in lieu of notice (if any); and
- (1.1.n) information on how to appeal against the dismissal.

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Long term absence

Where you have been on long-term absence due to ill-health (normally 4 weeks or more), we aim to encourage and assist you to return to work if possible. Where appropriate, we will consider redeployment or retraining and/or reasonable workplace adjustments. It should be stressed that, since the circumstances of each case are likely to be different, the action taken in each case will be the action that is appropriate, taking into account the particular circumstances.

If not already known, we will ascertain the reason for the absence from you (by way of a meeting with you, if possible). If you are not at work, this meeting may need to take place at your home at a time and date convenient to you. If that is not possible, it may need to take place by telephone.

We may seek to understand your medical condition by seeking consent from you to obtain a report from:

- (1.1.a) your GP or consultant; and/or
- (1.1.o) the organisation's own doctor, an independent occupational health consultant, an occupational health adviser from the Government's Fit for work service (where appropriate) or another appropriate medical adviser.

The opinion of your GP or consultant, or any other medical adviser, may be obtained on relevant matters which may include the following:

- (1.1.a) the nature of your illness;
- (1.1.p) how long the illness is likely to last;
- (1.1.q) if, and when, you will be able to return to your current role;
- (1.1.r) whether there are any reasonable adjustments the Company should make to assist you in a return to work; and
- (1.1.s) whether your illness falls within the legal definition of disability

This is a non-exhaustive list, and any request for a report will be tailored to the individual circumstances of each case. We cannot compel you to give consent to us obtaining a medical report but if you withhold your consent we may reluctantly have to take decisions regarding your employment with us without the benefit of expert medical opinion.

We will seek to meet with you to discuss the terms of the medical reports obtained and any recommendations made in them, including whether any measures can be taken by us to assist you in returning to work and your own view on the situation.

If the advice in the medical reports is, for example, that you are fit to return to work, or will be fit to return to work within a manageable period, or may be fit to return if measures can be taken to assist you in returning to work, we may seek to put in place a return to work programme which will describe any steps to be taken, any stages of a phased return to work (eg shorter working hours or different working arrangements), and the timescale for achieving this.

If it is not possible to put in place a return to work programme (eg because the advice in the medical reports is that you will not be fit to return to work, or that it will be some considerable time before

you are able to return to work, or if the return to work programme is unsuccessful, we may need to move to more formal action. If termination of employment is being considered, the procedure set out in the Disciplinary & Dismissal Procedure will be followed.

Miscellaneous

Receipt of a Statement of Fitness for Work or sickness self-certification absence form may not always be regarded by us as sufficient justification for accepting your absence.

If you are found to have taken sick leave when you were not genuinely ill, this will result in disciplinary action being taken which may include your dismissal.

Whilst off work on sick leave, you are not permitted (without our written consent) to undertake any other paid or voluntary work. Breach of this rule will lead to disciplinary action being taken against you.

If you report for work and we have a reasonable belief that you may not be fit for work or that your attendance at work may put your health and safety, or the health and safety of others, at risk, you may be placed on precautionary suspension with full pay, pending the outcome of medical investigations into your fitness for work. If you refuse to comply with requests for medical reports, the period of suspension may be unpaid.

5 ANNUAL LEAVE POLICY

Our holiday year begins on 1st January each year. You will be notified of fixed closures as far in advance as possible.

Your annual holiday entitlement is shown in your Statement of Mains Terms of Employment. During the first year of employment with us your entitlement to annual leave is calculated pro rata from the start date of your employment to the end of the annual leave year. During your first twelve months employment with us, you are only entitled to payment for annual leave that you have accrued pro rata.

It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. Annual leave entitlement cannot be carried over to the next holiday year without the written consent of your line manager. Except as otherwise set out in this policy, any entitlement not taken by the end of the holiday year will be lost and you will not be entitled to any payment in lieu.

In the event of the termination of your employment you will be paid in lieu for holidays accrued but not taken. However, in the event of you having taken holidays which have not been accrued pro-rata, the appropriate amount will be deducted from your final wages/salary.

Applying for Annual Leave

You should complete a holiday request form and ensure that your request is signed as approved by your manager before making any holiday arrangements. Holiday request forms are available from your line manager.

Every effort will be made to facilitate annual leave requests but employees should note that operational efficiency must be maintained at all times and holidays will usually be granted on a “first come, first served” basis.

You should give at least four weeks’ notice of your intention to take holidays of a week or more and at least one week’s notice is required for requests for less than one week’s leave. Even in the event of this notice being given, you should still not make any firm arrangements for booking holidays until authorisation for the annual leave has been given as holiday requests are not guaranteed until approved by your manager.

Holiday Entitlement During Family Leave

Your annual leave entitlement continues to accrue during any period spent on maternity, adoption, paternity, parental, or shared parental leave.

If you are planning a period of family leave that is likely to last beyond the end of the current holiday year, please speak to your line manager as soon as possible and in good time before your family leave is due to start, to discuss your holiday plans. We encourage you to take as much of your holiday entitlement as possible before the leave starts, or where that is not practicable, immediately before your return to work. Any holiday entitlement that cannot reasonably be taken in this way

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may be carried into the next holiday year but should be taken within the first three months of the holiday year.

Long-term sickness and holiday entitlement

Your holiday entitlement continues to accrue during a period of sick leave. If you have a period of sick leave that spans two holiday years, or if you return from sick leave so close to the end of the holiday year that you cannot take all of your accrued entitlement before the end of that holiday year, then you are entitled to carry over any basic statutory holiday entitlement that you have been unable to take into the following holiday year. Please note that the basic statutory holiday entitlement to which this relates is four weeks holiday, as the remainder of your holiday entitlement is made up of additional statutory holiday and may also include contractual holiday allowance.

Any holiday entitlement carried under this provision must be taken within 18 months of the end of the leave year in which the annual leave accrued, otherwise it will be lost and you will not be entitled to any payment in lieu of it.

Alternatively, you may take your accrued holiday entitlement during a period of long-term sick leave. If you choose to do so you should submit a written request in advance to your line manager. Such holiday will be paid at your normal holiday pay rate.

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16 TIME OFF WORK FOR APPOINTMENTS AND PUBLIC DUTIES

Medical and Dental Appointments

We recognise that in certain circumstances it is necessary for employees to be absent from work to attend appointments.

Where possible you should arrange any medical or dental appointments (save for antenatal appointments) outside working hours. If this is not possible you must notify your line manager of the appointment as far in advance as possible and obtain permission from your manager before taking any time off. Where possible, appointments should be arranged at the beginning or end of your working day to minimise any disruption to our business. If this cannot be arranged, we reserve the right to require you to take a half or full day's annual leave.

Unless otherwise agreed, you will not be paid for any time off to attend medical or dental appointments, with the exception of antenatal appointments for expectant mothers, for which you are entitled to reasonable time off with pay

Jury Service

Employees are entitled to time off work for jury service. You will not normally be paid for this time off and you are advised to claim the expenses to which you are entitled from the Court.

You should notify us immediately on receipt of a jury summons, giving full details.

We may request that you apply to be excused from or defer your jury service where the business needs dictate.

You are expected to report for work if you are not required for jury service for a day or part of a day.

Other public duties

You are entitled to reasonable time off work without pay for the exercise of public duties if you are one of the following:-

- A magistrate / district judge or justice of the peace
- A local councillor
- A school governor
- A member of a public authority, police authority or district policing partnership
- A member of a statutory tribunal

You must notify your line manager as far as possible in advance of your intention to take time off. The amount of time off should be agreed between you and your line manager based on how long the duties might take, the amount of time you have already had off for public duties, and how the time off will affect the business. We may refuse to grant the leave if it amounts to an unreasonable request.

17 PREGNANCY AND MATERNITY LEAVE POLICY

Health and Safety

Where you inform us in writing of your pregnancy, we will, where required by law to do so, carry out a risk assessment of your working environment.

If you consider that your working environment could cause a risk to you or your unborn child, you should notify your line manager in writing as soon as you are aware that you are pregnant. This matter will be treated in the strictest confidence. If you are employed in a position which has been identified as posing a risk to your health or that of your unborn child, you will be notified immediately, and arrangements will be made to eliminate that risk. Arrangements will be made to alter your working conditions if necessary or, 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, we reserve the right to suspend you on full pay until you are no longer at risk.

We may also carry out a risk assessment if you return to work within six months of giving birth or are still breastfeeding. If you remain at risk, these arrangements may continue for six months after the birth of your child.

If you have any concerns about your own health and safety at any time, you should raise these with your line manager immediately.

Time off for Antenatal Care

Pregnant employees are entitled to reasonable time off with pay during normal working hours to receive antenatal care. Antenatal care includes appointments with your GP, hospital clinics and antenatal classes. It would be helpful if you could try to arrange your appointments at the start or end of the working day, whenever possible. You may be required to produce an appointment card or some other document confirming all appointments other than the first. You should notify us as far in advance of your appointment as possible.

Maternity leave

You are legally required to take at least a two-week period of maternity leave immediately after the birth of your child.

You are entitled to take 26 weeks' ordinary maternity leave (OML), irrespective of your length of service or the number of hours worked each week, provided you comply with certain notification requirements (see below).

The medical practitioner responsible for your maternity care will provide you with a form MATB1 as proof of pregnancy after your 20th week of pregnancy. This should be passed to your line manager.

If you qualify for OML you are also entitled to take additional maternity leave (AML). This is a further 26 week period that starts the day after your OML ends. You are not obliged to take the full 26 weeks AML.

Only one period of leave is available for each pregnancy even if more than one child is born.

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, up until the birth of your child. If you are absent from work wholly or partly because of your pregnancy at any time after the start of the fourth week before your child is due, we reserve the right to require you to start your maternity leave on the first day after your absence commences.

If a pregnant employee loses her baby after 24 or more weeks of pregnancy, or if the baby is stillborn, she is still entitled to maternity leave. She should tell us as soon as possible after the baby is lost that she is starting maternity leave.

Notification requirement

No later than the end of the 15th week before the expected week of childbirth (EWC) you must give notice in writing that you are pregnant and confirming the week in which your child is due. Your written notice should also confirm whether you intend to take ordinary maternity leave and/or additional maternity leave and when you want your maternity leave to start. If you have properly notified us (see below) of the date on which you wish to start your maternity leave, you may vary that date provided you notify us in writing of the new date at least 28 days in advance of the new date, unless the baby is born early.

If you give birth before your OML was due to start, your OML period will begin on the day that follows childbirth. In these circumstances you do not need to notify us of the date on which you intend to start OML, but you are not entitled to OML unless you have notified us in writing as soon as is reasonably practicable that you have given birth and the date on which the birth occurred.

If you notify us of the intended start date or that your OML period has been triggered due to premature absence or premature childbirth, we will notify you, in writing of the date on which your OML period will end and the date your AML period will end.

Maternity pay

If you have at least 26 weeks' service at the start of the 15th week before your child is born you will normally be entitled to receive statutory maternity pay (SMP) whether or not you intend to return to work.

SMP is payable for a maximum of 39 weeks, meaning that the last 13 weeks of AML are unpaid. For the first six weeks of maternity leave you will be paid at the rate of 90% of your average earnings. After this time, you will be paid at the SMP rate which is payable at the time or 90% of your weekly earnings, whichever is the lower.

Your maternity pay will be paid into your bank account on the same date that you would have received your salary and will be subject to the usual deductions for tax, National Insurance and pension contributions.

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Contractual benefits

You will continue to receive all contractual benefits, other than remuneration, during your maternity leave period. In particular, any benefits in kind will continue and annual leave entitlement will continue to accrue.

Pension contributions will continue to be made during any period when you are receiving SMP but not during any period of unpaid AML. Employer contributions will be based on your normal salary, in accordance with the pension scheme rules. Employee contributions you make will be based on the amount of maternity pay you are receiving.

Holidays

While you are on OML or AML your holiday entitlement continues to accrue. We reserve the right to require you to take blocks of annual leave either immediately before or immediately after your period of maternity leave.

Keeping in touch days

You may work for up to 10 days Keeping In Touch (KIT) days during your period of maternity leave without affecting your eligibility to SMP. You are under no obligation to work these days and we are under no obligation to offer them to you. If you do work a KIT day, your rate of pay for the day will be agreed between us at the time and will normally equate to your normal rate of pay.

Returning to work

If you do not give any notice to the contrary, it will be assumed that your maternity leave will last 52 weeks. Although you are not required to give any formal notice of returning to work at the end of 52 weeks, it helps us to plan for your return if you contact us in advance to discuss your return. If you wish to change your return to work date at any stage, you must give at least eight weeks' notice of the new date on which you intend to return.

You will usually return to the original job that you held prior to going off on maternity leave. In certain circumstances we are not obliged to have you return to exactly the same job if this is not reasonably practicable. In these circumstances, you will be offered a reasonable alternative role with terms and conditions no less favourable than the original job. If this is the case we will discuss your particular circumstances with you at the relevant time.

If you decide not to return to work, you must give notice in accordance with the terms of your contract. If you have received pay in excess of SMP you will have to repay this amount to us upon termination of your employment.

Shared parental leave

If you would like to end your maternity leave period early and take shared parental leave with your partner, you should refer to the terms of the Shared Parental Leave Policy contained in this handbook for further information regarding the eligibility and notification requirements relating to Shared Parental Leave and Statutory Shared Parental Pay.

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18 **PATERNITY LEAVE**

You will be eligible for statutory paternity leave and pay if you

- are the father of a child or the husband or partner of the mother or adopter
- have worked for us for a minimum of 26 weeks by the end of the 15th week before the expected week of childbirth (EWC) or, in the case of a child placed for adoption, by the end of the week in which the child's adopter is notified of matching
- have or expect to have responsibility for the upbringing of the child
- have given the correct notice (see below)

You can choose to take either one complete week or two consecutive weeks' paternity leave. Your leave can start from the date of the child's birth or adoption; or on a chosen day after the date of the child's birth or adoption. In the case of a birth, the leave must be completed by the time the baby is 56 days old. In the case of an adoption, the leave must be completed within 56 days of the child being placed. Only one period of leave will be available to you even if more than one child is born as the result of the same pregnancy, or you adopt more than one child.

During your paternity leave you will be paid statutory paternity pay (SPP) at the paternity pay rate or 90% of your weekly earnings, whichever is the lower, provided that you meet the eligibility criteria for paternity leave, and that your average earnings are not less than the lower earnings limit set by the government each tax year.

Notice requirements

In the case of a birth, you are required to inform us of your intention to take paternity leave on or before the 15th week before the EWC, unless this is not reasonably practicable. You must inform us in writing of the week the baby is expected, whether you wish to take one or two weeks' leave and when you want the leave to start. You must inform us as soon as is reasonably practicable after the child's birth of the date on which the child was born.

If you have given notice of your intention to take paternity leave and wish to change the date that your paternity leave begins, you must give written notice 28 days before the new period of leave is due to start.

In the case of a child placed for adoption, you must inform us of your intention to take paternity leave no more than seven days after the date on which the adopter is notified of having been matched with the child. If that is not reasonably practicable, you must notify us as soon as possible. You will need to specify the date on which the adopter was notified of having been matched with the child, the date on which the child is expected to be placed with the adopter, whether you wish to take one or two weeks' leave and when you want the leave to start.

Shared parental leave

For further information on the right to time off during the first year after birth / adoption of a child in the event that the mother / adopter ends their period of maternity / adoption leave early, please see the Shared Parental Leave policy below.

Time off to accompany a pregnant woman to an antenatal or adoption appointment

Employees who will be eligible to take paternity leave are entitled to unpaid time off to attend up to two ante-natal or adoption appointments with their partner. If you would like to avail of this right to unpaid time off, you should notify your manager of the appointment time as soon as possible.

19 ADOPTION LEAVE

Eligibility

Adoption leave and pay will be available to eligible employees who adopt. Where a couple is adopting jointly, the couple may choose which partner takes adoption leave. The partner who does not take the adoption leave may be entitled to paternity leave and pay.

To be eligible for adoption leave, you must be newly matched with a child for adoption by an approved adoption agency.

Length of leave

You are entitled to up to 26 weeks' ordinary adoption leave (OAL) followed immediately by up to 26 weeks' additional adoption leave (AAL). Only one period of leave is available even if you are adopting more than one child.

Adoption leave can start from the date of the child's placement (whether this is earlier or later than expected) or from a date which can be up to 14 days before the expected date of placement.

Time off to attend adoption appointments

If you are eligible for and (if adopting jointly with another person) you are taking adoption leave, you are entitled to take paid time off work to attend adoption appointments which are for the purpose of having contact with the child that is to be placed with you or for any other purpose connected with the adoption, and have been arranged by or at the request of the adoption agency which notified you of the placement. You should inform us as soon as possible of the time and date of appointment.

If you are adopting jointly with another person but are not taking adoption leave, then you are entitled to take unpaid time off work to attend adoption appointments. You should inform us as soon as possible of the time and date of appointment.

Pay

If you have at least 26 weeks' service before being matched with the child and, if adopting jointly, you are electing to take OAL, you will normally be entitled to receive statutory adoption pay (SAP) whether or not you intend to return to work.

SAP is payable for a maximum of 39 weeks, meaning that the last 13 weeks of AAL are unpaid. For the first six weeks of adoption leave you will be paid at the rate of 90% of your average earnings. After this time, you will be paid at the statutory adoption pay rate which is payable at the time or 90% of your weekly earnings, whichever is the lower. Your SAP will be paid into your bank account on the same date that you would have received your salary and will be subject to the usual deductions for tax, National Insurance and pension contributions.

Notification requirement

You are required to inform us in writing of your intention to take adoption leave within seven days of being notified that you have been matched with a child for adoption, unless this is not reasonably practicable. You will also have to provide us with a 'matching certificate' from the adoption agency. If you want to change the start date of your adoption leave you must inform us at least 28 days in advance, unless this is not reasonably practicable.

You will receive written confirmation from us within 28 days of our receiving your notice. The confirmation will set out the date on which you are expected to return to work if the full entitlement to adoption leave is taken.

Contractual benefits

You will continue to receive your contractual benefits, other than remuneration during adoption leave. In particular, any benefits in kind will continue and annual leave entitlement will continue to accrue.

Pension contributions will continue to be made during any period when you are receiving SAP but not during any period of unpaid AAL. Employer contributions will be based on your normal salary, in accordance with the pension scheme rules. Employee contributions you make will be based on the amount of adoption pay you are receiving.

Holidays

While you are on adoption leave your holiday entitlement continues to accrue. We reserve the right to require you to take blocks of annual leave either immediately before or immediately after your period of adoption leave.

Keeping in touch ("KIT") days

You may work for up to 10 days Keeping in Touch (KIT) days during your adoption leave without affecting your eligibility to SAP. You are under no obligation to work these days, and we are under no obligation to offer them to you. If you do work a KIT day, your rate of pay for the day will be agreed between us at the time and will normally equate to your normal rate of pay.

Return to work

If you do not give any notice to the contrary, it will be assumed that your adoption leave will last 52 weeks. Although you are not required to give any formal notice of returning to work at the end of 52 weeks, it helps us to plan for your return if you contact us in advance to discuss your return. If you wish to return to work before the end of your adoption leave period, you must give at least eight weeks' advance notice in writing of the date on which you intend to return

You will usually return to the original job that you held prior to going off on adoption leave. In certain circumstances we are not obliged to have you return to exactly the same job if this is not reasonably practicable. In these circumstances, you will be offered a reasonable alternative role with terms and conditions no less favourable than the original job. If this is the case, we will discuss your particular circumstances with you at the relevant time.

If you decide not to return to work, you must give notice in accordance with the terms of your contract. If you have received pay in excess of SAP you will have to repay this amount to us upon termination of your employment.

Shared parental leave

If you would like to end your adoption leave period early and take shared parental leave with your partner, you should refer to the terms of the Shared Parental Leave Policy contained in this handbook for further information regarding the eligibility and notification requirements relating to Shared Parental Leave and Statutory Shared Parental Pay.

20 SHARED PARENTAL LEAVE POLICY

Introduction

Shared Parental Leave enables eligible parents to choose how to share the care of their child during the first year of birth or adoption. All eligible employees have a statutory right to take Shared Parental Leave. There may also be an entitlement to some Shared Parental Pay. This policy sets out the statutory rights and responsibilities of employees who wish to take statutory Shared Parental Leave (SPL) and statutory Shared Parental Pay (ShPP).

Eligibility

SPL can be used by two people:

- The mother/adopter **and**
- One of the following:
 - (i) the father of the child (in the case of birth) or
 - (ii) the spouse, civil partner or partner of the child's mother/ adopter.

Both parents must share the main responsibility for the care of the child at the time of the birth/placement for adoption.

Additionally, if you are seeking to take SPL you must satisfy each of the following criteria:

- the mother/adopter of the child must have ended or given notice to curtail any maternity/adoption entitlements;
- you must still be working for us at the start of each period of SPL;
- you must have a minimum of 26 weeks' service at the end of the 15th week before the child's expected due date/matching date;
- your partner must meet the 'employment and earnings test' requiring them in the 66 weeks leading up to the child's expected due date/matching date to have worked for at least 26 weeks and earned at least the minimum average wage stipulated by government regulations from time to time in any 13 of those weeks;
- you must correctly notify us of your entitlement and provide evidence as required.

The Shared Parental Leave entitlement

If eligible, you may be entitled to take up to 50 weeks SPL during your child's first year in your family. If the mother/adopter reduces their maternity/adoption leave entitlement, then they and/or their partner may opt-in to the SPL system and take any remaining weeks as SPL.

SPL can commence as follows:

- The mother can take SPL after she has taken the legally required two weeks of compulsory maternity leave immediately following the birth of the child
- The adopter can take SPL after taking at least two weeks of adoption leave
- The father/partner/spouse can take SPL immediately following the birth/placement of the child, but may first choose to exhaust any paternity leave entitlements (as the father/partner cannot take paternity leave or pay once they have taken any SPL or ShPP).

Where a mother/adopter gives notice to curtail their maternity/adoption entitlement then the mother/adopter's partner can take leave while the mother/adopter is still using their maternity/adoption entitlements.

SPL must end no later than one year after the birth/placement of the child. Any SPL not taken by the first birthday or first anniversary of placement for adoption is lost.

Notifying us

If you are entitled and intending to take SPL, you must give your line manager notification of your entitlement and intention to take SPL, at least eight weeks before you can take any period of SPL.

Part of the eligibility criteria requires you to provide us with correct notification. Notification must be in writing and requires each of the following:

- Your name;
- the name of the other parent;
- the start and end dates of any maternity/adoption leave or pay, or maternity allowance, taken in respect of the child and the total amount of SPL available;
- the date on which the child is expected to be born and the actual date of birth or, in the case of an adopted child, the date on which the employee was notified of having been matched with the child and the date of placement for adoption;
- the amount of SPL you and your partner each intend to take
- a non-binding indication of when you expect to take the leave.

You must provide us with a signed declaration stating:

- that you meet, or will meet, the eligibility conditions and are entitled to take SPL;
- that the information you have given is accurate;
- if you are not the mother/adopter you must confirm that you are either the father of the child or the spouse, civil partner or partner of the mother/adopter; and
- that should you cease to be eligible you will immediately inform us.

You must provide us with a signed declaration from your partner confirming:

- their name, address and national insurance number (or a declaration that they do not have a national insurance number);
- that they are the mother/adopter of the child or they are the father of the child or are the spouse, civil partner or partner of the mother/adopter;
- that they satisfy the 'employment and earnings test' (see above), and had at the date of the child's birth or placement for adoption the main responsibility for the child, along with you;
- that they consent to the amount of SPL that you intend to take;
- that they consent to us processing the information contained in the declaration form; and
- (in the case where the partner is the mother/adopter), that they will immediately inform their partner (you) should they cease to satisfy the eligibility conditions.

We may, within 14 days of the SPL entitlement notification being given, request:

- the name and business address of your partner's employer (where your partner is no longer employed or is self-employed, your partner's contact details must be given instead)
- in the case of biological parents, a copy of the child's birth certificate (or, where one has not been issued, a declaration as to the time and place of the birth).
- in the case of an adopted child, documentary evidence of the name and address of the adoption agency, the date on which you were notified of having been matched with the child and the date on which the agency expects to place the child for adoption

In order to be entitled to SPL, you must produce this information within 14 days of our request.

Booking Shared Parental Leave

In addition to notifying us of entitlement to SPL/ShPP, you must also give notice to take the leave. In many cases, notice to take leave will be given at the same time as the notice of entitlement to SPL.

You have the right to submit three notifications specifying leave periods you are intending to take. Each notification may contain either (a) a single period of weeks of continuous leave; or (b) two or more weeks of discontinuous leave, where you intend to return to work between periods of leave.

SPL can only be taken in complete weeks but may begin on any day of the week. For example, if a week of SPL began on a Tuesday it would finish on a Monday.

You must book SPL by giving the correct notification at least eight weeks before the date on which you wish to start the leave and (if applicable) receive ShPP.

Continuous leave notifications

A notification can be for a period of continuous leave, which means a notification of a number of weeks taken in a single unbroken period of leave (for example, six weeks in a row).

You have the right to take a continuous block of leave notified in a single notification, so long as it does not exceed the total number of weeks of SPL available to you (specified in the notice of entitlement) and we have been given at least eight weeks' notice.

You may submit up to three separate notifications for continuous periods of leave.

Discontinuous leave notifications

A single notification may also contain a request for two or more periods of discontinuous leave, which means asking for a set number of weeks of leave over a period of time, with breaks between the leave where you return to work (for example, an arrangement where you will take six weeks of SPL and work every other week for a period of three months).

Where there is concern over accommodating the notification, either you or us may seek to arrange a meeting to discuss the notification with a view to agreeing an arrangement that meets both your needs and the needs of the organisation.

The organisation will consider a discontinuous leave notification but has the right to refuse it. If the leave pattern is refused, you can either withdraw it within 15 days of giving it, or can take the leave in a single continuous block.

Responding to a Shared Parental Leave notification

Once the line manager receives the leave booking notice, it will be dealt with as soon as possible, but a response will be provided no later than the 14th day after the leave request was made. All notices for continuous leave will be confirmed in writing.

It may be helpful to arrange a meeting to discuss the leave proposed and what will happen while you are away from work. Where there is a request for continuous leave or where we can accommodate a request for discontinuous leave without any difficulty, a meeting may not be necessary. Where the application is for discontinuous leave, the discussion at the meeting may focus on how the leave proposal could be agreed, whether a modified arrangement would be agreeable to you and the organisation, and what the outcome may be if no agreement is reached.

All requests for discontinuous leave will be carefully considered, weighing up the potential benefits to you and to the organisation against any adverse impact to the organisation. Each request for discontinuous leave will be considered on a case-by-case basis. Agreeing to one request will not set a precedent or create the right for another employee to be granted a similar pattern of SPL. The request may be granted in full or in part: for example, the organisation may propose a modified version of the request.

If a discontinuous leave pattern is refused, then you may withdraw the request without detriment on or before the 15th day after the notification was given; or may take the total number of weeks in the notice in a single continuous block. If you choose to take the leave in a single continuous block, you have until the 19th day from the date the original notification was given to choose when you want the leave period to begin. The leave cannot start sooner than eight weeks from the date the original notification was submitted. If you do not choose a start date, then the leave will begin on the first leave date requested in the original notification.

Variations to arranged Shared Parental Leave

You are permitted to vary or cancel an agreed and booked period of SPL, provided that you advise us in writing at least eight weeks before the date of any variation. Any new start date cannot be sooner than eight weeks from the date of the variation request.

Any variation or cancellation notification you make, including notice to return to work early, will usually count as a new notification reducing your right to book/vary leave by one. However, a change as a result of a child being born early, or as a result of us requesting leave be changed, and you being agreeable to the change, will not count as further notification. Any variation will be confirmed by us in writing.

Statutory Shared Parental Pay (ShPP)

Eligible employees may be entitled to up to 37 weeks statutory shared parental pay while taking SPL. The amount of weeks available for the parents to take between them will depend on the amount by 28This handbook has been prepared for the exclusive use of Ashwood Veterinary Ltd and is not to be made available for use within any other organisation

which the mother/adoption reduces their maternity/adoption pay period or maternity allowance period.

ShPP may be payable during some or all of SPL, depending on the length and timing of the leave.

In addition to meeting the eligibility requirements for SPL, where you are seeking to claim ShPP, you must further satisfy each of the following criteria:

- the mother/adoption must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have reduced their maternity/adoption pay period or maternity allowance period;
- you must intend to care for the child during the week in which ShPP is payable;
- your average weekly earnings for the period of eight weeks leading up to and including the 15th week before the child's expected due date/matching date are not less than the lower earnings limit in force for national insurance contributions;
- you must remain in continuous employment until the first week of ShPP has begun;
- you must give proper notification in accordance with the rules set out below.

Where you are entitled to receive ShPP, you must, at least eight weeks before receiving any ShPP, give your line manager written notice advising of your entitlement to ShPP. To avoid duplication, if possible, this should be included as part of the notice of entitlement to take SPL.

In addition to what must be included in the notice of entitlement to take SPL, any notice that advises of an entitlement for ShPP must include:

- the start and end dates of any maternity/adoption pay or maternity allowance;
- the total amount of ShPP available, the amount of ShPP you and your partner each intend to claim, and a non-binding indication of when you expect to claim ShPP;
- a signed declaration from you confirming that the information you have given is correct, that you meet, or will meet, the criteria for ShPP and that you will immediately inform us should you cease to be eligible.

It must be accompanied by a signed declaration from the your partner confirming:

- their agreement to you claiming ShPP and for us to process any ShPP payments to you;
- (in the case where the partner is the mother/ adoption) that they have reduced their maternity/adoption pay or maternity allowance;
- (in the case where the partner is the mother/ adoption) that they will immediately inform their partner (you) should they cease to satisfy the eligibility conditions.

Any ShPP due will be paid at a rate set by the Government at the relevant time.

Terms and conditions during Shared Parental Leave

During the period of SPL, your contract of employment continues in force and you are entitled to receive all your contractual benefits, except for salary. In particular, any benefits in kind will continue and annual leave entitlement will continue to accrue.

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Pension contributions will continue to be made during any period when you are receiving ShPP but not during any period of unpaid SPL. Employer contributions will be based on your normal salary, in accordance with the pension scheme rules. Employee contributions you make will be based on the amount of ShPP pay you are receiving.

Holidays

While you are on Shared Parental Leave, your holiday entitlement continues to accrue. We reserve the right to require you to take blocks of annual leave either immediately before or immediately after periods of Shared Parental Leave to minimise disruption.

Shared Parental Leave in Touch days

You can agree to work for us (or attend training) for up to 20 days during SPL without bringing your period of SPL to an end or impacting on your right to claim ShPP for that week. These are known as "Shared Parental Leave In Touch" or "SPLIT" days.

We have no right to require you to carry out any work, and we are under no obligation to offer you any work, during your SPL. Any work undertaken is a matter for agreement between yourself and us. If you take a SPLIT day you will receive full pay for any day worked. If a SPLIT day occurs during a week when you are receiving ShPP, this will be effectively 'topped up' so that you receive full pay for the day in question. Any SPLIT days worked do not extend the period of SPL.

Returning to work after Shared Parental Leave

You will have been formally advised in writing by us of the end date of any period of SPL. You are expected to return on the next working day after this date, unless they notify your line manager otherwise. If you are unable to attend work due to sickness or injury, our normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence and dealt with in accordance with our disciplinary policy.

If you wish to return to work earlier than the expected return date, you may provide a written notice to vary the leave and must give us at least eight weeks' notice of your date of early return. This will count as one of your notifications. If you have already used your three notifications to book and/or vary leave then we do not have to accept the notice to return early but may do if it is considered to be reasonably practicable to do so.

On returning to work after SPL, you are entitled to return to the same job if your aggregate total statutory maternity/paternity/adoption leave and SPL amounts to 26 weeks or less. The same job is the one you occupied immediately before commencing maternity/paternity/adoption leave and the most recent period of SPL, on the same terms and conditions of employment as if you had not been absent.

If your maternity/paternity/adoption leave and SPL amounts to 26 weeks or more in aggregate, you are entitled to return to the same job you held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is both suitable and appropriate and on terms and conditions no less favourable.

21 UNPAID PARENTAL LEAVE

If you have been continuously employed by us for at least one year and have parental responsibility for a child aged under 18, you are entitled to unpaid parental leave of a maximum of 18 weeks for each child. Leave must be taken in blocks of one week unless the child qualifies for Disability Living Allowance or Personal Independence Payment, in which case single days may be taken. A maximum of four weeks leave per child can be taken in a rolling year.

We are entitled to seek evidence of your entitlement to take parental leave.

Notice

You must give 21 days before the date on which the leave is to begin.

If the operation of the business will be unduly disrupted by the parental leave, we may postpone the parental leave if necessary.

Contractual benefits

You will continue to receive your contractual benefits, other than remuneration, during parental leave.

22 **TIME OFF TO CARE FOR DEPENDANTS POLICY**

You have the right to reasonable time off work without pay to deal with emergencies relating to people who depend upon you. The dependant may be a child, spouse, parent or anyone else who reasonably relies on you for help in an emergency.

A common example of an emergency that would qualify you for this type of leave would be a child or child minder falling ill and you having to take time off work to look after the child. If you know in advance that you will need time off (for instance to take a child to a pre-arranged hospital appointment), this will not qualify as time off to deal with an emergency and you should make alternative arrangements to have this time off such as requesting annual leave or parental leave.

Notice

Given the nature of this type of leave, we recognise that it is unlikely that you will be able to give much in the way of prior notice of your intention to take time off to deal with an emergency. You should however let your line manager know as soon as possible that you need to take time off to care for a dependant.

Length of leave

The entitlement is to “reasonable” time off. What is a reasonable length of time will depend upon the individual circumstances of each case. You should make alternative arrangements for the care of the dependant as soon as possible to allow you to return to work. For instance, if your child falls ill, you can take time off to deal with their initial needs such as taking them to the doctor and arranging for their care but not necessarily to look after the child for the duration of their illness.

23 **COMPASSIONATE LEAVE POLICY**

We recognise that you may face difficult personal circumstances from time to time and we are committed to providing you with assistance at these difficult times.

Compassionate leave relating to a situation other than the death of a close family member will be at our discretion.

In the event of the death of a spouse, partner, parent, child, grandparent, sibling or stepchild/parent, you will be entitled to take a reasonable amount of compassionate leave.

Some or all of the compassionate leave following the death of a family member may be paid, at our discretion. What is a reasonable amount of leave will be dependent upon the case but will usually be a period of up to one week.

If a longer amount of time off is required, we will endeavour to look on this sympathetically but any further time off will usually be without pay (unless certified as sick leave).

Requesting compassionate leave

As soon as reasonably practicable, you should contact your line manager to explain what has happened, and to request compassionate leave. Your line manager will confirm the specific arrangements with you at the time.

24 PERFORMANCE, DISCIPLINARY, GRIEVANCE & EQUALITY

25 PERFORMANCE MANAGEMENT POLICY

We believe that it is important that the performance of the organisation and the individuals working for us should be kept under review to ensure that everyone is working towards our shared objectives in the most productive way possible. This document sets out the policy and procedure operated by us to address performance

Performance review - generally

The purpose of reviewing performance is to help ensure that both the employer and employee are content with progress and so that any concerns by either party can be addressed and action taken where appropriate for the benefit of the employee and the organisation.

We aim to promote continuous improvement across the organisation and job satisfaction through supporting development and progression.

The benefits of keeping performance under review include:

- Employees are assisted in performing their jobs to the best of their ability, maximising their job satisfaction and their contribution to the organisation's objectives
- Individual training and development needs are identified and actioned
- The potential that each individual has to develop within their current or a future position is discussed

The method of performance review may vary depending on the nature of the role but is likely to include regular formal reviews as well as more informal day to day / week to week reviews of progress.

Encouraging good and improving performance

While it is of course important to have procedures in place to deal with concerns over performance, we also want to recognise and encourages good and improving performance. Managers should take the opportunity to thank an employee for doing their job well and, where there are opportunities to further grow and develop, these should be explored with the line manager. Where improvements have been identified as being required and these improvements are made by the employee, the manager should recognise this and encourage the employee in their continuing development.

Unsatisfactory performance

Managers should address any underperformance issues with staff at as early a stage as possible. Where possible, instances of unsatisfactory performance will be dealt with informally. Where failure to perform is more serious or informal steps are not enough to bring your performance/attendance to a satisfactory level, formal action may be taken.

The first stage in such action is an investigation into the nature of and reasons for underperformance.

Level 1—improvement notice / written warning

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Where appropriate, you will be issued with an improvement notice / written warning containing the following information:

- (1.1.a) an explanation of the reasons for the notice being issued;
- (1.1.t) an explanation of the improvements in performance required;
- (1.1.u) the timescale for making these improvements (referred to as the “review period”);
- (1.1.v) any support we will provide to assist you;
- (1.1.w) an explanation of the consequences of any repetition of the poor performance; and
- (1.1.x) advice as to your right to appeal against the decision to issue an improvement notice / written warning.

During the review period, your performance will be monitored and at the end of the review period, we will inform you of the next step:

if we are satisfied that you have met the requirements set out in the notice, no further action will be taken;

if we are not satisfied that you have met the requirements set out in notice, further action may be taken; or

where appropriate, the review period may be extended.

An improvement notice issued under this policy will normally remain in force for six months and a copy of the notice will be kept on your personnel record. It will normally be disregarded for capability purposes after a period of six months, or any other period specified in the improvement notice, subject to satisfactory performance during that time, but will form a permanent part of your personnel record.

Level 2—final written warning

If you fail to meet the requirements set out in the improvement notice, or where the poor performance is sufficiently serious to warrant it, a final written warning may be given to you. It will give the following information:

- (1.1.a) an explanation of the reasons for the warning;
- (1.1.y) an explanation of the improvements required;
- (1.1.z) the timescale for making these improvements (the review period);
- (1.1.aa) any support we will provide to assist you;
- (1.1.ab) an explanation that any repetition of the poor performance or failure to improve your performance to the required level will render you liable to dismissal; and
- (1.1.ac) advice as to your right to appeal against the decision to give you a final written warning.

During the review period given in the final written warning, your performance will be monitored and at the end of the review period you will be informed of the next step:

if we are satisfied that you have met the requirements set out in the final written warning, no further action will be taken;

if we are not satisfied that you have met the requirements set out in the final written warning, further action may be taken; or

where appropriate, the review period may be extended.

The final written warning will normally remain in force for 12 months and a copy of the final written warning will be kept on your personnel record. The final written warning will normally be disregarded for capability purposes after 12 months, subject to satisfactory performance during that time, but will form a permanent part of your personnel record.

Level 3—dismissal

If you fail to meet the requirements set out in the final written warning, dismissal will normally result. There may also be very exceptional circumstances where the failure to perform is sufficiently serious to warrant dismissal without previous warnings. The procedure set out in the Disciplinary & Dismissal Procedure will be followed where the dismissal of an employee is contemplated.

You will be provided with written confirmation of the dismissal as soon as reasonably practicable afterwards. This will set out:

- (1.1.a) details of the reason for the dismissal;
- (1.1.ad) the date on which the employment terminated or will terminate;
- (1.1.ae) the appropriate period of notice or pay in lieu of notice (if any); and
- (1.1.af) information on how to appeal against the dismissal.

Recording of meetings

Meetings conducted with you during your employment (e.g. an informal discussion, disciplinary, grievance, appraisal meeting) must not be recorded without prior permission. Where there is a degree of formality regarding the meeting, a note will be taken and you will be entitled to review and comment upon the notes. Alternatively, meetings may be recorded with the consent of all parties.

If you record a conversation or meeting without prior permission this may result in disciplinary action being taken against you.

26 GENERAL RULES AND DISCIPLINARY OFFENCES

Your statement of main terms of employment and the policies and procedures contained in this handbook set out what is required of you in the course of your employment with us. It is not possible to compile an exhaustive list of rules and procedures that you must follow and therefore what follows is a non-exhaustive list of guidelines that must be adhered to in the course of your employment: -

- you are expected to wholeheartedly devote yourself to the exercise of your duties at all times during working hours
- you are expected to act in our best interests at all times
- you are expected to undertake reasonable duties that fall outside the scope of your normal day to day duties as and when required to assist with the smooth operation of our business
- you are expected to have a good attendance and timekeeping record
- you are expected to undertake your duties with all reasonable care and skill
- you must take care to comply with the terms of our Data Protection Policy in the exercise of your duties
- you must maintain a professional appearance and maintain a good standard of cleanliness and personal hygiene at all times while representing us
- you must maintain a courteous and respectful manner to other employees, as well as to suppliers, customers and other persons you come into contact with during the exercise of your duties on our behalf
- you must not, without our prior consent, undertake any alternative employment or self-employment. In the event that you undertake any other paid work:
 - you must notify your line manager of the hours worked so that we can ensure we meet our obligations under the Working Time Regulations and
 - Any such employment or self-employment must not be in competition with us.
- you must abide by our rules and good common sense in relation to the health and safety of yourself and others
- you must take care not to damage property belonging to us or any of the other employees or our customers or suppliers.
- You must comply with the company's policies and procedures

Misconduct (falling short of gross misconduct)

Set out below are examples of behaviour which we treat as misconduct falling short of gross misconduct. Such behaviour will normally render you liable to sanction under the Disciplinary Procedure up to and including a final written warning. You should note that this is not an exhaustive list, and management reserves the right to decide how any other misconduct shall be categorised. Examples include:

- Lateness
- Failure to comply with the absence notification and certification procedure

- Careless work or poor effort at work
- Work performance below an acceptable level
- Failure to maintain a safe and tidy working environment
- Extended tea or meal breaks
- Failure to maintain a satisfactory standard of personal appearance or hygiene
- Dangerous physical horseplay
- Neglect causing damage to property or equipment of the employer, a customer, or another employee
- Unsatisfactory attitude or behaviour towards others
- Use of foul language
- Wilful or excessive wastage of materials
- Excessive time away from the job
- Breaches of our data protection policy not treated as grossly negligent or deliberate
- Breaches of health and safety rules not treated as gross misconduct

Gross Misconduct

Set out below are examples of behaviour which we treat as gross misconduct. Such behaviour will normally render you liable to dismissal without notice. You should note that this list is not exhaustive. Examples include:

- Serious breach of health and safety rules
- Fighting or physical violence
- Threatening or aggressive behaviour
- Gross negligence
- Failure to report damage caused to persons or property
- Unauthorised absence
- Time off for sickness when not genuinely ill
- Abandoning duties during working hours
- Smoking in an unauthorised area including a work vehicle
- Failure to follow a reasonable work instruction
- Serious misuse of our email, phone and internet facilities
- Grossly offensive or obscene behaviour
- Acts of unlawful discrimination or victimisation, bullying and/or harassment
- Breach of rules contained in the alcohol and drugs policy
- Reporting for work under the influence of alcohol or drugs or consumption of alcohol or taking drugs during working hours
- Driving under the influence of alcohol or drugs
- Falsification of records
- Making a false / malicious complaint
- Undertaking private work during working hours
- Working in competition with us
- Carrying out any paid or voluntary work without consent while on sick leave
- Serious breach of security rules, including data security rules

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- Actions which could reasonably be deemed to bring our business into disrepute
- Grossly negligent or deliberate breach of our data protection policy
- Theft or misappropriation of property belonging to us, another employee, our customer or supplier
- Wilful or grossly negligent damage to property
- Clocking / swiping / signing-in offences
- Accepting, requesting or offering a bribe
- Unauthorised recording of a conversation or meeting
- Breach of the implied term of mutual trust and confidence in the employment relationship
- Conviction of a criminal offence (except for minor road traffic offences) that impacts on your suitability to do your job or your relationship with us, your work colleagues or our customers, suppliers or business partners.

27 **DISCIPLINARY AND DISMISSAL PROCEDURE**

Where we are considering disciplinary action against an employee or considering dismissing an employee for a reason not related to a disciplinary issue (e.g. redundancy or capability), this procedure will apply to ensure that we comply with our statutory obligations.

It is hoped that most issues in the workplace can be resolved informally. In the first instance of minor misconduct or an issue arising, your line manager will usually meet with you to explain the improvement that is required. If, however the required improvement is not forthcoming or if the issue is serious enough to warrant it, the formal disciplinary procedure set out below will be invoked.

It is our aim that our rules and procedures should encourage improvement in the conduct of individuals, where they are failing to meet the standards, and not seen as a means of punishment. It is hoped in the event of disciplinary sanctions less than dismissal being issued, that the employee will take the warning on board and will demonstrate the required improvement in conduct or performance.

We reserve the right to engage the services of a third party to provide assistance with or to chair any meeting convened in accordance with this policy.

Standard disciplinary and dismissal procedure

In relation to disciplinary matters, in most cases it will be necessary for an investigation to be carried out into the circumstances that have led to an employee falling under suspicion of having committed a disciplinary offence. Evidence will be gathered as part of the investigatory process. If there is insufficient evidence upon which to proceed or if it can be established that there is no case to answer, no disciplinary process will take place. On some occasions, temporary suspension on full pay may be necessary in order that an uninterrupted investigation can take place. This is not to be regarded as disciplinary action or a penalty of any kind.

The following procedure will apply in the event that we initiate disciplinary proceedings against you or contemplate dismissing you for a reason not related to a disciplinary matter.

Step 1 – statement of grounds for action and invitation to meeting

You will receive a letter inviting you to a hearing and specifying the matters to be considered at the meeting. You will receive copies of the evidence to be relied upon at the hearing.

Step 2 – the meeting and outcome

The meeting will be scheduled to allow you a reasonable length of time to consider any allegations and evidence. You are required to take all reasonable steps to attend the meeting. The meeting will take place before action is taken. You will have the opportunity to respond to any allegations, challenge evidence and put forward your defence or anything that you would like to be considered prior to a decision being taken.

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You have the right to be accompanied at the meeting by a work colleague or accredited trade union representative where you make a reasonable request to be so accompanied. If you wish to be accompanied at the meeting you should let the chair of the meeting know in advance the identity of the person you wish to have accompanying you together with details of the position held by them in order that your request to be accompanied by that person may be considered.

Following the meeting, you will receive written confirmation of the outcome of the hearing.

Step 3 – appeal

If you disagree with the outcome of the hearing, you have the right to appeal against it. Appeals should be in writing and addressed to the person identified in the letter confirming the outcome of the disciplinary hearing. The written notification of appeal should set out the basis for the appeal in as much detail as possible.

You will be invited to an appeal meeting to discuss your appeal and you must take all reasonable steps to attend. If the action taken at the hearing was to dismiss you, the appeal hearing need not take place before the dismissal takes effect.

You have the right to be accompanied at the appeal meeting by a work colleague or accredited trade union representative where you make a reasonable request to be so accompanied. If you wish to be accompanied at the meeting you should let the chair of the meeting know in advance the identity of the person you wish to have accompanying, you together with details of the position held by them in order that your request to be accompanied by that person may be considered.

After the appeal hearing, you will be informed of the outcome in writing and the procedure will then be at an end.

Modified dismissal procedure

This procedure applies where an employee is dismissed without notice by reason of his/her conduct and we are entitled in the circumstances to dismiss the employee without the need to hold a disciplinary hearing.

Step 1 – statement of grounds for action

We will set out in writing: -

- i.) the misconduct that has led to the dismissal
- ii.) the basis for believing the employee was guilty of the alleged misconduct
- iii.) the employee's right of appeal against the dismissal

Step 2 – appeal

If an employee wishes to appeal, he/she must submit an appeal in writing setting out the basis for the appeal. We will then invite the employee to an appeal meeting and advise the employee of his/her right to be accompanied at the meeting. The employee must take all reasonable steps to attend the meeting.

After the appeal meeting, the employee will be advised of the outcome of the appeal in writing and then the procedure will be at an end.

Levels of disciplinary sanction

Very minor cases of misconduct will be dealt with informally, with the objective of improving your conduct. Where the matter is more serious, or where you have failed to improve your conduct, formal action will be taken as described below.

There are four levels of disciplinary sanction. Other than in cases of gross misconduct, you will not normally be dismissed for a first offence. We reserve the right to impose sanctions at any level, or to skip levels, depending on the circumstances of the case.

Level 1 – Verbal warning

A verbal warning will remain live on your personnel file for a period of 6 months

Level 2 – Written warning.

A written warning will remain live on your personnel file for a period of 12 months

Level 3 – Final written warning

A final written warning will remain live on your personnel file for a period of 12 months

Level 4 – Dismissal or other sanction

Recording of meetings

Meetings conducted with you during your employment (e.g. an informal discussion, disciplinary, grievance, appraisal meeting) must not be recorded without prior permission. Where there is a degree of formality regarding the meeting, a note will be taken and you will be entitled to review and comment upon the notes. Alternatively, meetings may be recorded with the consent of all parties.

If you record a conversation or meeting without prior permission this may result in disciplinary action being taken against you.

28 GRIEVANCE PROCEDURE

It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which your grievance may be heard. It is hoped that most issues can be dealt with by way of an informal discussion and employees are encouraged to attempt this method of resolution in the first instance where possible. If however an informal discussion has not brought a resolution or you feel the matter is too serious to be dealt with by way of informal discussion, the following procedure will apply: -

Step 1 – set out your complaint in writing

You should write to management, setting out the basis for your complaint in as much detail as possible.

Step 2 – meeting and outcome

Upon receipt of your written grievance, you will be invited to a meeting to discuss your grievance. You have the right to be accompanied at the meeting by a work colleague or accredited trade union representative where you make a reasonable request to be so accompanied. Following the meeting to discuss your grievance, further investigations will be carried out if necessary and you will be advised in writing of the outcome as soon as reasonably possible

Step 3 – appeal

If you disagree with the outcome given in relation to your grievance you have the right to appeal against it. You should set out the basis for your appeal in writing in as much detail as possible. You will be invited to an appeal hearing to discuss your appeal and again will have the right to be accompanied at the hearing by a work colleague or accredited trade union representative where you make a reasonable request to be so accompanied.

Following the appeal hearing, you will receive written notification of the outcome of the appeal and the grievance procedure will be at an end.

We reserve the right to engage the services of a third party to provide assistance with or to chair any meeting convened in accordance with this policy.

Recording of meetings

Meetings conducted with you during your employment (e.g. an informal discussion, disciplinary, grievance, appraisal meeting) must not be recorded without prior permission. Where there is a degree of formality regarding the meeting, a note will be taken and you will be entitled to review and comment upon the notes. Alternatively, a meeting may be recorded with consent of all parties.

If you record a conversation or meeting without prior permission this may result in disciplinary action being taken against you.

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30 **USE OF LANGUAGE POLICY**

The aim of this policy is to deal with the use of language at work. It should be read in conjunction with the Equal Opportunities and Anti-Bullying & Anti-Harassment Policies.

It is important that all employees, customers and others who you come into contact with during the course of your work are treated with respect and not subject to any language that may reasonably be deemed to be offensive or make someone listening to it uncomfortable.

Language of the following nature is not acceptable in the workplace:

- those terms which could be construed as “swearing” or “cursing”;
- the use of religious terms as swearwords;
- the use of the phrases “god”, “my god”, “oh my god” (and derivatives thereof) used as exclamations
- defamatory remarks (which harm a reputation by false or misleading statement)
- comments of a discriminatory nature
- remarks of a sexual nature

If in the course of your duties you hear language being used that offends you or makes you feel uncomfortable, you should feel free to politely challenge the person using such language and ask them to stop. Alternatively, you should feel free to speak with Patrick McKee and advise him of your concerns.

If an employee is found to have used unacceptable language in the workplace, this will normally be dealt with in the first instance by way of an informal reminder regarding the terms of this policy and making it clear that the language used is not acceptable. If there is a repeat of the use of inappropriate language or if the initial matter complained of is of a sufficiently serious nature, disciplinary action may be taken. If the inappropriate language used amounts to bullying, harassment, discrimination or is grossly offensive in some other way, dismissal may be an appropriate sanction in any disciplinary hearing.

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32 ANTI-BULLYING & ANTI-HARASSMENT POLICY

We believe that everyone should be treated with dignity and respect at work. Bullying and harassment of any kind will not be tolerated in our business. This policy aims to identify what is meant by “bullying” and “harassment” and sets out our position in relation to combating them.

This policy applies to bullying and harassment in the workplace, and also outside the workplace in a work-related context, such as on business trips, customer or supplier events or work-related social events or online / social media.

We will take all reasonable steps to ensure that our employees have received training and understand their responsibilities regarding this procedure. You should note that employees can be held personally liable for harassment at work and employers have a defence to claims in the event that they can demonstrate that all reasonable steps were taken by the employer to ensure that harassment did not occur. We are committed to taking all such reasonable steps.

Definitions

“Bullying” is defined as offensive, abusive, intimidating, malicious or insulting behaviour which makes the recipient feel upset, threatened, humiliated or vulnerable. Excluding and/or ignoring someone can also constitute bullying.

“Harassment” is defined as behaviour towards another person on the grounds of that person’s sex, age, race, religious belief, political opinion, disability or sexual orientation which has the purpose or effect of violating dignity and/or creating an intimidating, hostile, degrading and humiliating environment for that person.

Excluding and/or ignoring someone can also constitute harassment if the reason for the exclusion is related to one of the protected characteristics described above.

Harassment may also be based on a perception of another person, for example that the person is gay, or is disabled, whether or not this perception is correct and even if the alleged harasser knows that their perception is, in fact, wrong.

Harassment can also occur because someone is associated with another person, for example, someone who is harassed because they care for a disabled person, or a white worker who sees a black colleague being subjected to racially abusive language which also causes an offensive environment for her.

The conduct will be regarded as bullying or harassment only if, having regard to all the circumstances, and in particular the alleged victim’s perception, it should be considered reasonably as bullying or harassment.

The following is an illustrative, non-exhaustive list of behaviours that may constitute bullying and harassment.

- a. physical contact ranging from touching to serious assault;

- b. verbal and written harassment through jokes, racist remarks, offensive language, gossip and slander, sectarian songs, threats and letters;
- c. visual displays of posters, graffiti, obscene gestures, flags, bunting or emblems or any type of offensive material;
- d. isolation or non co-operation at work or exclusion from social activities;
- e. coercion, including pressure for sexual favours, pressure to participate in political or religious groups; and
- f. intrusion by pestering, spying, following etc.

You should note that it is the impact of the behaviour which is relevant and not the motive or intent behind it. It is not a defence to say that you did not intend to cause offence.

Your responsibilities

Everyone working for us has a responsibility to help ensure a working environment in which the dignity of all employees, clients and customers is respected. Everyone must comply with this policy and you should ensure that your behaviour to colleagues, clients and customers does not cause offence and could not in any way be considered to be harassment. Joking or 'banter' among colleagues relating to any of the protected characteristics listed above is strictly prohibited.

You should discourage bullying and harassment by making it clear that you find such behaviour unacceptable and by supporting colleagues who suffer such treatment and are considering making a complaint. Any employee who is aware of an incident of harassment should alert a member of management.

Our responsibilities

We have a duty to implement this policy and make every effort to ensure that bullying and harassment do not occur. We will ensure that employees are made aware of and understand the terms of this policy and will support any employee who makes a complaint. Where updates to this policy or further training on this policy are required, we will clearly communicate these and provide appropriate training to its employees.

Complaining about harassment or bullying

We recognise the right of employees to complain about bullying and harassment should they believe they have been subjected to such behaviour. All complaints will be dealt with seriously, promptly and confidentially. Every effort will be made to ensure that employees making complaints and others, who give evidence or information in connection with the complaint, will not be victimised.

Employees who feel that they have been bullied or harassed should raise the matter in accordance with the grievance procedure.

Informal procedure

The grievance procedure provides for complaints to be dealt with informally. While bullying and harassment are very serious issues that would normally be dealt with by way of a formal complaint, it may be appropriate in some circumstances to raise the matter informally. It may be appropriate

for employees to raise complaints informally where the employee simply wants the behaviour to stop or where the behaviour has only happened once and is not particularly serious in nature.

In this case, the employee can either speak with the alleged harasser and request that the behaviour stop or seek the assistance of a colleague or manager in speaking with the alleged harasser. A note should be taken of what is discussed and this will be used as evidence in the event of a formal complaint having to be made.

Formal procedure

In the event that a formal complaint is made under the grievance procedure, it should specify:-

- a. that it is a complaint of bullying or harassment
- b. the name of the alleged harasser;
- c. the nature of the alleged harassment (in as much detail as possible)
- d. dates and times when the alleged harassment occurred;
- e. the names of any witnesses; and
- f. any action already taken to stop the alleged harassment.

On receipt of a formal complaint, action will be taken if appropriate to separate the alleged victim from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary suspension with pay until the matter has been resolved.

The complainant will be interviewed by the person handling the complaint (“the investigating officer”) to establish full details of what happened. You may bring a fellow worker with you to this meeting if you choose. The investigating officer will then carry out a thorough, independent, impartial and objective investigation as quickly as possible. The investigating officer will not be connected with the allegation in any way. An investigation will be carried out quickly, sensitively and with due respect for the rights of both the complainant and the alleged harasser.

Where your complaint is about someone other than a fellow worker, such as a customer, client, supplier or visitor, we will consider what action may be appropriate to protect you (and anyone else involved) pending the outcome of the investigation, bearing in mind the needs of our business and the rights of that person. We will try to discuss the matter with the third party where appropriate.

The investigation will involve interviews with the person against whom you are making the complaint and any other relevant witnesses. The alleged harasser will be given full details of the nature of the complaint and will be given the opportunity to respond. The investigation may also need to examine relevant documents, including emails and other evidence.

Strict confidentiality will be maintained throughout the investigation into the allegation. Where it is necessary to interview witnesses, the importance of confidentiality will be emphasized to them.

Upon the conclusion of the investigation, a report outlining the conclusions of the investigator will be sent to the complainant and the alleged harasser. If the complainant is dissatisfied with the outcome of the report, they can appeal the findings using the grievance procedure.

Outcome of investigations

If the report concludes that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with the disciplinary procedure.

If you bring a complaint of harassment you will not be victimised for having brought the complaint and you will be protected against any reprisals arising out of bringing a complaint in good faith, even if your complaint cannot be upheld. However, if the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against the complainant which may include dismissal.

We are an equal opportunities employer. This means that we will make good faith efforts to comply with the spirit and letter of the equality laws.

We will promote a good and harmonious working environment in which our employees will be treated with dignity and respect, and we will not discriminate unlawfully against or harass any person on the grounds of -

- Sex, including gender reassignment
- Marital or civil partnership status
- Pregnancy / maternity leave
- Religious belief or political opinion
- Race (including colour, nationality, ethnic or national origins)
- Disability
- Sexual orientation
- Age

We will endeavour to ensure that our workplace and our employment policies and practices do not unreasonably exclude or disadvantage those of our job applicants and employees who have disabilities. To this end we will comply with the duty to make reasonable adjustments that is imposed on us in relation to such persons. We note that a failure to comply with that duty would be an act of unlawful discrimination.

Employees' Rights

Our employees have a right to work in a good and harmonious environment that is free from discrimination and harassment and to complain about such behaviour should it occur.

Employees who believe they have suffered any form of discrimination, harassment or victimisation are encouraged to raise the matter through the grievance procedure. All complaints of discrimination will be dealt with seriously, promptly and confidentially and, if substantiated, will render the alleged harasser liable to disciplinary action up to and including dismissal. Employees who make complaints of discrimination and harassment, and others who give evidence or information in connection with such complaints, will not be victimised (i.e. they will not be discriminated or harassed in retaliation for their actions). Victimisation is also discrimination contrary to the equality laws and this policy.

Employees' Responsibilities

All our employees must comply with this policy. You must treat others with dignity and respect. You must not commit any acts of unlawful discrimination or harassment against any other person, such as your co-workers, our job applicants or anyone else they may come into contact with during the course of their work. Such behaviour will not be permitted or condoned. We will treat it as misconduct which may warrant dismissal from employment.

All our employees should discourage discrimination and harassment by making it clear that they find such behaviour unacceptable and by supporting co-workers who suffer such treatment. Any

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employee who is aware of any incident of discrimination and harassment should alert management to enable us to deal with it.

Employer's Responsibilities

We are committed to continually make good faith efforts to implement this policy. This responsibility will be carried out by Patrick McKee.

We will:

- fulfil our legal obligations and comply with our own Equal Opportunities Policy.
- communicate the policy directly to all employees, applicants and relevant others.
- provide training and guidance as appropriate.
- ensure that all complaints of discrimination and harassment are dealt with promptly, seriously and confidentially and in accordance with our internal grievance procedure.
- set a good example by treating employees with fairness, dignity and respect.
- be alert to unacceptable behaviour and take appropriate action, including disciplinary action where needed, to stop it.
- Monitor all incidents of discrimination and harassment and review the effectiveness of this policy periodically and where issues arise.
- Obtain commitments from other persons or organisations such as sub-contractors that they too will comply with the policy in their dealings with our business.

Statement of policy

The aim of this policy is to communicate the commitment of Ashwood Veterinary Practice (“the Practice”) to ensuring that our services are offered free from unlawful discrimination. It is the policy of the Practice to provide services equally to all, irrespective of:-

- Gender, including gender reassignment
- Marital or civil partnership status
- Religious belief or political opinion
- Race (including colour, nationality, ethnic or national origins)
- Disability
- Sexual orientation
- Age

The Practice believes that unfair and unlawful discrimination is unacceptable. Everyone who engages with us is entitled to be treated fairly and not discriminated against on any of the above grounds. Decisions about who we do business with will not be influenced by any of the protected characteristics listed above.

Implementation

The Directors have specific responsibility for the implementation of this policy and we expect all our employees to abide by the policy and help create the equality environment which is its objective.

In order to implement this policy, the Practice shall:-

- Communicate the policy directly to all employees and relevant others
- Provide guidance as appropriate
- Obtain commitments from other persons or organisations such as suppliers and sub-contractors that they too will comply with this policy in their dealings with our business
- Ensure that adequate resources are available to fulfil the objectives of this policy
- Take affirmative action in the event of a complaint being raised

The Practice will review the effectiveness of this policy from time to time and where issues are identified, steps will be taken to address them.

Complaints

Any complaint of discrimination will be dealt with seriously, promptly and confidentially. If an employee of the Practice is found to have discriminated against or harassed another person in the course of their employment, the Practice will invoke the disciplinary procedure. In the event of someone outside the Practice being guilty of discrimination or harassment against our customers, suppliers or employees, the Practice will take steps to protect the victim of the discrimination and this may include ceasing to do business with the perpetrator and/or banning the perpetrator from the Practice premises.

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Enquiries

Anyone with any queries or concerns about this policy should discuss the matter with Patrick McKee, who will be happy to provide clarification and assistance as required.

35 OTHER POLICIES AND PROCEDURES

Purpose

The purpose of this policy is to outline the process for managing a probationary period within the company.

The use of probationary periods

All new starters will have a probationary period written into their contract of employment. The length of this probationary period may vary from post to post but it is likely to be six months in length.

The purpose of the probationary period is to allow time for the Employer to assess the work of the employee and to determine if the employee has a long term future with the Employer's business.

Managing the probationary period

As part of the induction process, employees should be reminded of the probationary period.

The line manager should discuss his or her expectations of the employee during the induction process. The line manager should set a date with the employee for a review of performance – this should be roughly half way through the probationary period. The purpose of this review will be for the line manager to inform the employee of any concerns, and to indicate whether the probationary period is proceeding successfully or not.

Concerns during the probationary period

Although a review date will be set during the induction process, it is important that any concerns are brought to the attention of the employee when they arise so that the employee has an opportunity to address those concerns.

If a manager has concerns about a new employee's performance s/he should arrange a meeting with the employee to express those concerns. If targets or actions are agreed as a result of the meeting these should be confirmed in writing to the employee.

Support during the probationary period

All new employees need help and support as they settle into a new job. The line manager is responsible for ensuring that all required training is provided as soon as possible. The line manager is also responsible for ensuring that the employee is made aware of relevant company procedures, and is introduced to all members of the team and key customers and suppliers.

It is important to emphasise that the Employer wants probationary periods to be completed successfully, and every support should be given to ensure that this happens.

Terminating the employment before the probationary period has been completed

It will be usual for employees to complete the full probationary period. The length of time has been set to allow employees to settle into the organisation, to learn the new job and to receive any required training.

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However, in some circumstances it might become apparent that the employee has some fundamental difficulties with the work. On speaking to the employee it might become apparent that the employee is not going to be able to meet the required standards.

In such a situation the Employer reserves the right to terminate the employment of the employee prior to the completion of the probationary period.

Terminating employment at the end of the probationary period

Employees should always be made aware that there are concerns about standards of performance before the probationary period ends.

If the employee has not met the required standards of performance, despite all the help and support that has been offered, a decision will be taken to terminate the employment at the expiry of the probationary period.

It should be noted that “successful performance” does not just mean the outputs from the job. A probationary period can be unsuccessful for other reasons – such as persistent lateness, persistent absenteeism, unacceptable behaviour etc.

Confirming successful completion of the probationary period

It is important that employees are made aware if they have successfully completed the probationary period. The line manager is responsible for informing the employee that they have successfully completed the probationary period.

37 POLICY ON PRIVATE HEALTH INSURANCE

We are committed to the welfare of our employees. For this reason, we have arranged for cover to be put in place for employees to avail of private health insurance to cover matters such as eye tests, dental care and physiotherapy. Further details in relation to the available cover and literature from the provider are available from Patrick McKee

The provision of private medical insurance will be a taxable benefit and the appropriate notifications and deductions but we must make it clear that the provision of this cover by us is a discretionary benefit and not a contractual right. The benefit may be withdrawn at any time.

The current provider of private health insurance is Westfield Health. Various levels of cover are available and the Employer seeks to reward long service by increasing the level of cover as follows:-

After 4 years' service: Health Plan level 4 & Surgery Choices 1 (if working at least 35hrs/week)

After 3 years' service: Health Plan level 3 & Surgery Choices 1 (if working at least 25hrs/week)

After 2 years' service: Health Plan level 2 & Surgery Choices 1

After 1 years' service: Health Plan level 1 & Surgery Choices 1

Employees may wish to increase their level of cover or add family members to their policy and this can be arranged by deduction from your pay. If you would like more information regarding this, please speak to Patrick McKee.

Employees wishing to make a claim under the policy should complete the relevant forms and attach any relevant receipts.

38 FLEXIBLE WORKING POLICY

We recognise the importance for employees in achieving a balance between work and other commitments. We will give serious consideration to flexible working requests from eligible employees and will endeavour to grant requests where possible. We do however reserve the right not to agree to the request where the job under consideration can only be carried out effectively on its present basis or if there is another substantial reason for refusing the request.

In order to be eligible to request flexible working you must have at least 26 weeks' continuous employment with us at the date the application is made. We will only consider one flexible working request in any 12 month period. Any agreed change to your terms and conditions will usually be permanent, unless otherwise agreed.

Procedure

If you decide to make a flexible working request you must follow this procedure. However, before making an application you should think about:

- what working pattern will help you best achieve your aims
- the financial implications a change might have on you
- what effects, if any, the change will have on the organisation and how these might be accommodated.

Submit request in writing

Your application must be submitted to your manager and must:

- be made in writing and dated
- state that it is an application under the statutory right to apply for flexible working arrangements
- state whether a previous application has been made by you to us and, if so, when
- specify the change applied for and the date on which it is proposed that the change should become effective
- explain what effect, if any, you think making the change applied for would have on operations and how, in your opinion, any such effect might be dealt with.

If you are requesting a change in your working pattern as a reasonable adjustment in relation to a disability or in order to assist you in caring responsibilities for a child or other relative, it would be useful if we were provided with this information so that it can be taken into account when the request is being considered.

Your manager may agree to the formal request without discussing it with you (for example, if the details of your request have already been discussed informally). In most cases your manager will arrange to meet with you promptly after receiving the application.

Meeting

The time and place of the meeting will be convenient to both you and your manager. Every effort will be made to ensure that the meeting takes place within 28 days of receipt of the request for flexible working.

A work colleague may accompany you at the meeting. That employee will be permitted to confer with you during the meeting and to address the meeting (but not to answer questions on your behalf).

If your chosen companion will not be available at the time proposed for the meeting and you propose an alternative, mutually convenient time, the manager will postpone the meeting to the time proposed by you. Alternatively, you should consider choosing another companion.

At the meeting, the requested variation to your working arrangements will be discussed fully. The impact of the change, and your ideas for how any adverse impact could be minimised, will be considered. The meeting also provides the opportunity to discuss any alternative variations which would be acceptable. Your manager may suggest implementing an agreed trial period for the new arrangements.

Decision - agreement

If we agree to the application you will receive written confirmation which will specify the contractual variation agreed to and state the date on which the variation is to take effect.

Once we have agreed to the changes requested in your application, a permanent variation of your contract will result, unless your manager agrees otherwise. Once a change has been made, you cannot revert to the previous terms and conditions of your employment.

You may make further applications for variations (whether your first application was successful or not) provided they are made at least 12 months after the previous application.

Decision - refusal

If your request is refused, the written notice will identify on which of the permitted grounds (listed below) the application was refused. The letter will also provide an explanation as to why those grounds apply, and set out the appeal procedure.

The application may be refused on one or more of several grounds, these being that the proposed changes will result in:

- a burden of additional cost
- a detrimental effect on ability to meet customer demand
- an inability to re-organise work among existing staff
- an inability to recruit additional staff
- a detrimental effect on quality
- a detrimental effect on performance

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- an insufficiency of work during the periods you propose to work
- a planned structural change
- any other ground allowed by regulations.

Unless it is not reasonably possible, decisions on flexible working requests will be communicated within 14 days of the date of the meeting to discuss the request.

Withdrawal of Application

We can treat an application as withdrawn under the statutory provisions where you have:

- notified your manager, orally or in writing, that the application is withdrawn
- without reasonable cause, failed more than once to attend a meeting or appeal meeting
- without reasonable cause, refused to provide your manager with information required in order to assess whether the contract variation should be agreed to.

Your manager will confirm the withdrawal of the application to you in writing unless you have already provided written notice of the withdrawal. You will not be entitled to make another formal application until 12 months after your original request.

Appeal

It is our policy to allow an appeal against a decision to refuse an application for flexible working. If you wish to appeal you should do so within 7 days after the date on you were notified of the decision. The notice of appeal must set out the grounds for appeal.

We will hold a meeting with you to discuss the appeal. The time and place of an appeal meeting will be mutually convenient. You have the same right to be accompanied by a work colleague as at the initial meeting.

After the appeal meeting you will receive a written decision. If the appeal is upheld the letter will specify the contract variation agreed to, and state the date on which it is to take effect. If the appeal is dismissed, the letter will state the grounds for the decision and contains an explanation as to why those grounds apply.

39 SHORTAGE OF WORK / REDUNDANCY POLICY

Should circumstances arise where there is a shortage of work for reasons including (but not limited to) adverse weather, damage to business premises, falling turnover etc, it will be our aim to maintain employment. To attempt to achieve this, we may consider taking any or all of the following steps:-

- a. reducing overtime to a workable minimum;
- b. restricting recruitment; and
- c. introducing a period of short-time working and/or lay off (without pay other than for hours worked or in accordance with the statutory guarantee pay regulations), as a means of avoiding redundancies

If redundancies cannot be avoided, consideration may be given to applications for voluntary redundancy, depending upon the needs of the business.

If the selection of employees for compulsory redundancy becomes necessary, the criteria for selection will be discussed with employees at risk at the time.

At all times the overriding consideration will be the future viability of the business.

40 **CONFIDENTIALITY POLICY**

All information that: -

- is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
- relates particularly our business, clients or that of other persons or bodies with whom we have dealings of any sort and;
- has not been made public by us or with our authority;

shall be confidential and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without prior written consent or as required by law.

You are to exercise reasonable care to keep safe all documentary or other material containing confidential information. You are not permitted to take business documents off our premises in hard copy or electronic format without express permission. You shall at the time of termination of your employment with us or at any other time upon demand return to us any such material in your possession and shall take steps to delete any business information that may be contained on your personal computer, laptop, email account or memory device as well as any hard copies of documents in your possession.

Statements to the media

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by our nominated representative. If you are approached for a comment, you are required to refer the matter on to the appropriate person. Breach of this rule will be a disciplinary offence which may, depending upon the seriousness of the incident, lead to your dismissal.

41 USE OF COMPUTER EQUIPMENT POLICY

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

- The introduction of new software must first of all be checked and authorised by Patrick McKee before general use will be permitted.
- Only authorised staff should have access to our computer equipment.
- Only authorised software may be used on any of our computer equipment
- Only software that is used for business applications may be used.
- Unauthorised use of the computer facilities will result in disciplinary action.
- Unauthorised copying and/or removal of computer equipment/software or our data will result in disciplinary action up to and including dismissal.
- You are expected to exercise sound judgment and delete emails that appear suspicious
- Confidential information relating to the business or any individual should not be shared via email or online unless the identity of the recipient has been verified
- Passwords must be sufficiently cryptic so that accounts are not easily hacked. We reserve the right to issue you with passwords for use in your job or to require you to notify us of passwords used
- No device (such as external hard drive, USB device or CD) should be inserted into any of our computer equipment unless permission has been given
- No confidential information relating to the business may be copied from our computer equipment onto a personal device without permission

E-MAIL AND INTERNET

Introduction

The purpose of this policy is to ensure that we make maximum use of the facilities of the internet and e mail system whilst ensuring compliance with relevant legislation.

Internet

Where appropriate, you are encouraged to make use of the internet as part of your day to day job requirements. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in our name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. Our intellectual property rights must not be compromised when publishing on the internet.

The availability and variety of information on the internet means that it can be used to obtain material reasonably considered to be offensive. The use of the internet to access and/or distribute any kind of offensive material, or material that is not work-related may result in disciplinary action which could lead to dismissal.

E-mail

The use of the e-mail system is encouraged as its appropriate use facilitates efficiency. Inappropriate use however causes many problems including distractions, time wasting and legal claims. These procedures set out our position on the correct use of the e-mail system.

The e-mail system is available for communication of matters directly concerned with our business. You should note the following:-

- i) E-mail messages and copies should only be sent to those for whom they are particularly relevant;
- ii) E-mail should not be used as a substitute for face-to-face communication or telephone contact. Messages sent without proper consideration can cause upset, concern or misunderstanding and it is usually more appropriate to speak to someone face to face to resolve an issue rather than by email;
- iii) If e-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality.
- iv) Offers or contracts transmitted by e-mail are as legally binding on us as those sent on paper.

Prohibited activities

We will not tolerate the use of the e-mail system or internet for unofficial or inappropriate purposes, including: -

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

If the email or internet system is used for any of the prohibited activities set out above, this may result in disciplinary action, which may include dismissal.

Monitoring

You should note that we reserve the right to monitor employees' use of the internet and email accounts. You should therefore have no expectation of privacy in relation to your use of our computers or other devices or the content of emails sent to or from our business email accounts.

Further instructions

We may issue further directions in relation to use of computer equipment, email and internet from time to time. You are required to comply with these further directions when issued.

42 SOCIAL MEDIA POLICY

Social media and instant messaging activities can include, but are not limited to:

- maintaining a profile page on sites such as Facebook or LinkedIn
- writing or commenting on a blog, whether it is your own or that of another person
- use of micro-blogging sites such as Twitter
- taking part in discussions on web forums or message boards
- use of online instant messaging applications such as Whatsapp
- use of photo sharing apps such as Snapchat or Instagram
- leaving product or service reviews on business websites or customer review websites
- taking part in online polls.

The widespread availability of social media means it is important to understand how to use it effectively and sensibly, both in the workplace and in your own time.

This policy aims to ensure that our reputation is not adversely affected by the use of social media and instant messaging applications.

Proposals to use any social media or instant messaging applications as part of your role within the business must be approved by your line manager. Use of social media and instant messaging for personal reasons does not need to be approved by your line manager but this should not be done in work time. Bear in mind that even if you are using social media and instant messaging in a personal capacity, other users who are aware of your association with us might reasonably think that you speak on our behalf. You should bear in mind at all times any adverse impact your content might have on our reputation or relationships with colleagues, suppliers or customers.

The following terms should be adhered to at all times, including during periods of leave and outside normal working hours:

- You should not use your work email address to sign up for personal use of social media websites
- You must ensure that any content you post online that relates to our organisation or your role within it (e.g. on a LinkedIn profile) is an accurate representation of our business and your role within it. We reserve the right to require you to amend any content posted online by you (whether on your personal profile or not) that we do not reasonably consider to be accurate or to positively represent our organisation online
- You should ensure that your use of social media and instant messaging complies with the company's disciplinary rules and any of the company's policies that may be relevant. In particular you must not harass or bully other members of staff, and not discriminate against other members of staff or third parties.
- If you are involved in a public or private online forum with work colleagues, content posted on that medium is considered to be posted in the context of the workplace. You must

therefore take care to treat work colleagues in social media and instant messaging with the same dignity and respect that would be expected in the workplace

- You must ensure that your content, or links to other content, does not:
 - interfere with your work commitments
 - contain libellous, defamatory, bullying or harassing content (this policy should be read in conjunction with the Anti-Bullying and Harassment Policy and the Equal Opportunities Policy)
 - contain breaches of copyright and data protection
 - contain material of an illegal, sexual or offensive nature
 - include information that is confidential to our business
 - bring our business into disrepute
 - use us to endorse or promote any product, opinion or political cause

You should have no expectation of privacy or confidentiality in anything you create or share on social media or instant messaging platforms. You should note that, even if a profile is set to “private”, it is not considered private by us as it can be viewed by your contacts. In addition, you should be aware that anyone accessing your posts and contributions can easily copy and forward them on to others, potentially accessing a far bigger audience than you had intended. Any adverse comments made in relation to us, your colleagues, or our customers or suppliers may lead to damage to the reputation of our business. In these circumstances, you may find yourself liable to disciplinary action.

Our Use of Computer Equipment Policy, in particular in relation to our right to monitor applies equally to the use of social media platforms.

Content that you publish in our name on your own personal social media or instant messaging accounts which could cause damage to our business or our employees may lead to disciplinary action. If the content is particularly offensive or amounts to online bullying / harassment, this will be considered to be a gross misconduct offence in accordance with our disciplinary rules.

In addition to taking care over content published by you, you must not associate yourself with any adverse comment or publication by a third party that relates, or may reasonably be interpreted as relating, to our organisation or anyone working in it. This includes “liking”, “commenting”, “sharing”, “re-tweeting” or in any other way associating with any content published on social media that appears to relate to your place of work or someone associated with it. If you see any comment that appears to relate negatively to the organisation or anyone associated with it, you should not engage in any way with the comment and instead immediately inform your line manager. Any employee who in any way associates with a comment online in the circumstances prohibited in this paragraph is liable to face disciplinary action which, depending upon the circumstances, may lead to dismissal.

Landline phones

Telephones are essential for the running of our business. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing calls can only be made with the prior permission of your manager

Use of company mobile phones

If we provide you with a mobile phone for business purposes, we will pay the rental and standard costs in respect of business calls. You must ensure that the mobile phone and accessories are kept in good condition at all times and that your mobile phone is charged and available for use during working hours.

The content of text messages and voicemail must comply with the standards required of any other form of written or verbal communication.

The sending of any material which is, in our opinion, inappropriate, i.e. defamatory, offensive or obscene, untrue or malicious, may constitute gross misconduct and result in summary dismissal. If you receive inappropriate material to your company mobile, you must notify your line manager immediately.

We reserve the right to monitor the use of our mobile (and office) phones. Company mobile telephones may not be used for personal calls unless permission has been granted.

We reserve the right to deduct from your pay the cost of any personal calls made, or alternative arrangements may be agreed to repay these costs.

The company mobile phone in your possession is your responsibility. You must take all reasonable steps to ensure that your mobile phone is not stolen, lost or damaged. You should not leave your mobile phone in a visible place such as in an unattended vehicle. Where possible, you must set up a personal identification number (PIN) to prevent any unauthorised person from accessing or using your phone.

In the event that your company mobile phone is stolen, lost or damaged you must advise your line manager immediately.

If loss or damage is caused to your company mobile phone as a result of your negligence, disciplinary action may be taken against you.

Returning the equipment

If you are asked to return your mobile phone to us, you must return the phone and accessories immediately. On termination of your employment, the mobile phone must be returned to us no later than the final day of your employment. We retain the right to deduct the cost of any mobile phone and/or accessory that is not returned, or is returned in a damaged condition due to your negligence, from your final pay.

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Personal mobile phone

Use of personal mobile phones must not become a distraction to you or your colleagues. It is accepted that from time to time you may need to make or receive a personal phone call or read or send a text message. Provided that mobile phone use does not become excessive, detract from your work or distract colleagues, reasonable use of personal mobile phones is permitted. If, however in the reasonable opinion of your manager, use of mobile phones becomes unreasonable or excessive, we reserve the right to require you to switch your personal mobile phone off during working hours.

44 ALCOHOL & DRUGS POLICY

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

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;
- solvents and any other similar substances; and
- 'legal highs', psychoactive drugs and new psychoactive substances (even where these may not be banned under the Misuse of Drugs Act 1971).

The effects of alcohol and drugs can be severe. Some examples of the adverse impact of alcohol and drugs are: -

- a. absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.);
- b. higher accident levels; and
- c. impacts upon work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc.)

We will take steps to assist any employee who is struggling with dependence upon alcohol, drugs or other substances. In the event of an employee admitting their need for help, we will assist the employee in obtaining advice and counselling.

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

- The consumption of alcohol by members of staff is inappropriate at any time when working or before work whenever work performance might be adversely affected, except in a genuine case of client entertaining.
- The use of drugs (as defined above) by members of staff is inappropriate at any time when working or before work whenever work performance might be affected. Employees who are prescribed by their doctor drugs that may affect their ability to work or drive or operate machinery should immediately discuss the problem with their 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 our premises will be reported immediately to the police.

Any employee who is found to be in breach of these rules will be liable to dismissal on the grounds of gross misconduct under Disciplinary and Dismissal Procedure.

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Medical examination

If we suspect that there has been a breach of the above provisions, or that your work performance or conduct has been impaired through drug or alcohol abuse, we will immediately invoke the Disciplinary and Dismissal Procedure which may result in your dismissal or other disciplinary action. In investigating the incident, we may request you to undergo a medical examination to determine the cause of the problem.

If, having undergone a medical examination, it is confirmed that you have no underlying drug or alcohol problem, we will continue to deal with the issue under the Disciplinary and Dismissal Procedure.

If, having undergone a medical examination, it is confirmed that you have been positively tested for a controlled drug, or you admit to having a drug and/or alcohol problem, we reserve the right to suspend you from work on full pay to allow us to decide whether to deal with the matter under the terms of the Disciplinary and Dismissal Procedure or to refer the employee for treatment and rehabilitation.

Monitoring this policy

To assist in the effective implementation of this policy, we may ask employees to have tests carried out following any incident or act of misconduct, where there is a reasonable suspicion on the part of the manager that drugs and/or alcohol may have been a contributory factor. If that is the case, you will be asked to sign a written consent to be tested.

We reserve the right to search employees and any employee property held on our premises and employees' work spaces or their company car at any time if the employee's manager reasonably believes that the prohibition on abuse of alcohol or drugs is being or has been infringed.

45 **SMOKE FREE POLICY**

Smoking is prohibited in all enclosed premises in the workplace.

This policy applies to all employees, contractors, consultants, temporary workers, customers and visitors.

Appropriate 'no-smoking' signs will be clearly displayed at the entrances to and within the premises, and in all smoke-free vehicles.

Whilst the use of e-cigarettes, personal vaporizers and electronic nicotine delivery systems (referred to in this policy as e-cigarettes) currently falls outside the scope of smoke-free legislation, the long-term health effects of the use of these devices are unknown. The vapour from e-cigarettes may be a source of irritation for some employees and may represent a health risk through passive consumption (as with passive smoking). We have therefore decided that the use of e-cigarettes is also prohibited in in the work place and in company vehicles.

Failure to comply with the terms of this policy will be a disciplinary offence and, given that a breach of this policy may be a criminal offence, is likely to render the employee liable to summary dismissal.

Company vehicles

Driving licences and driving offences

In order to be permitted to use a company vehicle of any kind an employee must hold a full and valid UK driving licence for the relevant type of vehicle.

Employees and their partners who drive company vehicles are required to submit up to date copies of their driving licences and counterparts to us annually and whenever there is any change to the details on the licence, such as the addition of penalty points. If you or your partner is charged or convicted of driving offences, or has their driving licence endorsed, you must report this to your line manager immediately so that our insurers can be informed.

Driving related fines are the responsibility of the employee who incurs them, whether or not these are incurred in the course of company business, and must be paid immediately by the employee. If you are disqualified from driving, and are required to drive for all or a significant proportion of your job, we reserve the right to terminate your employment.

You will be notified separately of the requirements regarding fuel for company vehicles. These procedures may vary from time to time and you will be expected to comply with any changes in how we deal with this matter.

Standard of driving and consideration for other road users

When you drive a company vehicle for company business or for personal use, you should be aware that you are representing the image of our business on the road. If you drive a vehicle negligently and damage is caused to the vehicle or other persons or property, you will be liable to disciplinary action which may, depending upon the seriousness of the incident, lead to your dismissal.

Employees driving Company vehicles are expected to show due care and consideration for other road users and to comply with the law and Highway Code in their driving. Failure to drive in a courteous manner and within the confines of the law and Highway Code will be a disciplinary offence. This may cause our business to come into disrepute. Causing us to come into disrepute is a gross misconduct offence and you are liable to be dismissed for it.

Maintenance of vehicles / reporting incidents

Drivers should ensure that the vehicles in their care are properly maintained in accordance with road safety legislation and carry out all necessary checks with the appropriate degree of regularity. Drivers must advise us of any issue with a vehicle in their care. In the event that a vehicle is required for an employee to carry out their job and the vehicle is in need of repair, we will endeavour to provide you with an alternative vehicle. If this is not possible, we will endeavour to provide the employee with suitable alternative work and the employee will be required to undertake that alternative work until the vehicle is deemed roadworthy again. Failure to undertake suitable alternative work will amount to a failure to follow a reasonable work instruction which is a gross misconduct offence for which an employee may be dismissed.

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You must immediately report to your line manager all damage to a Company vehicle and any incident in which the vehicle is involved. You will be required to submit a full written report of the circumstances in which the vehicle was damaged. Falsifying the circumstances of the damage in the written report will amount to gross misconduct. You will also be expected to cooperate with any police or other investigation regarding an incident involving a vehicle in their care.

Drivers are responsible for the safety of themselves, passengers, other road users and the vehicle in their care (including the load in the vehicle). Drivers must secure vehicles when leaving them unattended.

Personal use of company vehicles

Your statement of main terms of employment will specify if you are permitted to use a company vehicle for personal purposes. Details of any payment for fuel and other costs incurred by employees in respect of private mileage, where permitted, will be set out separately and you may be required to complete mileage forms to show your personal mileage. Fraudulently completing any such form will amount to a gross misconduct offence.

The value, make and model of vehicle that is provided to you is entirely at our discretion. Where a vehicle is provided for your main use, we reserve the right to require you to make the vehicle available to other employees from time to time for other business use.

We reserve the right to require employees who are absent from work to make their vehicles available for business use by other employees.

Driving under the influence of alcohol or drugs

Any use by you of alcohol or drugs while in charge of a company vehicle where that alcohol or drug use has any potential effect on your fitness to drive, will render you liable to disciplinary action, and will normally result in summary dismissal.

Smoking

You are not permitted to smoke inside company vehicles. Employees in breach of this rule will be subject to disciplinary action which may include dismissal.

Mobile telephones and driving

You should note that it is a criminal offence to drive a motor vehicle while using a 'hand held' mobile telephone.

You should note that sitting in a stationary car with the engine running counts as 'driving'. Further, a 'hands free' mobile telephone is not permitted to be used if it has to be held at any point during the call.

Use of personal car

Where you use your personally owned car in your work, you will be reimbursed for your fuel at a rate to be advised from time to time. If you are required to drive for your job should ensure that you are insured for business use. We will not contribute to the cost of any increased premium as a result

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of you being covered for business use as the cost of this, as well as fuel and wear and tear / depreciation is deemed to be included in the mileage rate payable.

You should note that the requirements in this policy regarding the following matters apply equally to using your own car as they would if you were driving a vehicle owned by us:-

- Consideration of other road users
- Ensuring the vehicle is road-worthy
- Driving under the influence of alcohol / drugs
- Use of mobile phone
- Smoking

Any breach of any of the rules of this policy is likely to lead to disciplinary action whether you are using your own vehicle for work purposes or is using a company vehicle.

47 POLICY ON CONDUCT AT WORK RELATED SOCIAL EVENTS

This policy should be read alongside our Equal Opportunities policy and Anti-Bullying and Harassment policies. You have a duty to comply with the standards of behaviour required by us and to behave in a responsible manner at all times.

We have an expectation of responsible and acceptable standards of conduct at parties or other work-related social occasions or gatherings. On these occasions, you are expected to behave in an appropriate and responsible manner.

If you attend a social occasion where alcohol is permitted, you should ensure that if you drink alcohol, you do so in moderation.

Conduct which breaches the standards expected by us may result in disciplinary action being taken, up to and including dismissal without notice. Conduct which is reasonably considered to amount to bullying or harassment will be treated as gross misconduct.

If your conduct brings us into disrepute, you will be subject to our disciplinary procedure. Depending upon the seriousness of the offence, such behaviour may be viewed as a gross misconduct offence and could lead to your dismissal without notice.

1 Overview

- 1.1 We take the security and privacy of your data seriously. We need to gather and use information or 'data' about you as part of our business and to manage our relationship with you. We intend to comply with our legal obligations under the EU General Data Protection Regulation ('GDPR') and the Data Protection Act 2018 ('the Act') in respect of data privacy and security. We have a duty to notify you of the information contained in this policy.
- 1.2 This policy applies to current and former employees, workers, volunteers, apprentices and consultants. If you fall into one of these categories then you are a 'data subject' for the purposes of this policy. You should read this policy alongside your contract of employment and any other notice we issue to you from time to time in relation to your data.
- 1.3 We will only hold data for as long as necessary and for the purposes for which we collected it. Further information on how long we hold data on our employees is contained below.
- 1.4 Ashwood Veterinary Ltd is a 'data controller' for the purposes of your personal data. This means that we determine the purpose and means of the processing of your personal data.
- 1.5 This policy explains how we will hold and process your information. It explains your rights as a data subject. It also explains your obligations when obtaining, handling, processing or storing personal data in the course of working for, or on behalf of us.
- 1.6 This policy may be amended at any time. It is intended that this policy is fully compliant with GDPR and the Act. If any conflict arises between GDPR or the Act and this policy, we intend to comply with GDPR and the Act.

2 Personal data

- 2.1 'Personal data' means information which relates to a living person who can be identified from that data (a 'data subject') on its own, or when taken together with other information which is likely to come into our possession. It includes any expression of opinion about the person and an indication of the intentions of us or others, in respect of that person. It does not include anonymised data.
- 2.2 This policy applies to all personal data whether it is stored electronically, on paper or on other materials.
- 2.3 This personal data might be provided to us by you, or someone else (such as a former employer, your doctor, or a credit reference agency), or it could be created by us. It could be provided or created during the recruitment process or during the course of the contract of

employment (or services) or after its termination. It could be created by your manager or other colleagues.

2.4 We may collect and use the following types of personal data about you:

- recruitment information such as your application form and CV, references, qualifications and membership of any professional bodies and details of any pre-employment assessments;
- your contact details and date of birth;
- the contact details for your emergency contacts;
- your gender;
- your marital status and family details;
- information about your contract of employment including start and end dates of employment, role and location, working hours, details of promotion, salary (including details of previous remuneration), pension, benefits and holiday entitlement;
- your bank details and information in relation to your tax status including your national insurance number;
- your identification documents including passport and driving licence and information in relation to your immigration status and right to work for us;
- information relating to disciplinary or grievance investigations and proceedings involving you (whether or not you were the main subject of those proceedings)
- information relating to your performance and behaviour at work;
- training records;
- electronic information in relation to your use of IT systems/swipe cards/telephone systems;
- your images (whether captured on CCTV, by photograph or video); and
- any other category of personal data which we may notify you of from time to time.

3 Sensitive personal data

'Sensitive personal data' are types of personal data consisting of information as to:

- your racial or ethnic origin;
- your political opinions;
- your religious or philosophical beliefs;
- your trade union membership;
- your genetic or biometric data;
- your health;
- your sex life and sexual orientation; and
- any criminal convictions and offences.

We may hold and use sensitive personal data in accordance with the law.

4 Data Protection Principles

4.1 Personal data must be processed in accordance with six 'Data Protection Principles.' It must:

- be processed fairly, lawfully and transparently;
- be collected and processed only for specified, explicit and legitimate purposes;
- be adequate, relevant and limited to what is necessary for the purposes for which it is processed;
- be accurate and kept up to date. Any inaccurate data must be deleted or rectified without delay;
- not be kept for longer than is necessary for the purposes for which it is processed (see 4.2 below); and
- be processed securely.

We are accountable for these principles and must be able to show that we are compliant.

4.2 Employees' personal data will be retained for no longer than necessary. There are statutory requirements to keep certain employee records for a minimum length of time, as follows:-

| Nature of data | Minimum length of time to be retained |
|---|--|
| <ul style="list-style-type: none">• PAYE and National Insurance• tax code notices• Records of taxable expenses or benefits | 3 years from the end of the tax year to which they relate. |
| <ul style="list-style-type: none">• National Minimum Wage records• Pay• Itemised pay statements | 3 years after the pay reference period following the pay period that they cover. |
| Working time records, e.g. <ul style="list-style-type: none">• Holiday pay• Opt outs• Records of night work• Records of young workers' working hours | 2 years from the date on which they were made. |
| Records relating to Statutory Maternity/Adoption/Paternity/Shared Parental Pay | 3 years after the end of the tax year in which the maternity/adoption/paternity/shared parental pay period ends. |
| Pension auto enrolment records | 6 years from the date the record was made with the exception of opt-out notices, which must be kept for 4 years. |
| Immigration checks | 2 years from termination of employment. |
| Record of any injury resulting from a work-related accident that results in the worker being incapacitated for more than three days (not counting the day of the accident). | At least three years. |
| Work-related medical examinations related to hazardous substances | A minimum of 40 years, from the date of the last entry made in the record. |

4.3 In view of the possibility of a historical query or claim being raised, we will retain your whole personnel file throughout your period of employment and for up to six years after you have left our employment.

5 Processing

'Processing' means any operation which is performed on personal data such as:

- collection, recording, organisation, structuring or storage;
- adaption or alteration;
- retrieval, consultation or use;
- disclosure by transmission, dissemination or otherwise making available;
- alignment or combination; and
- restriction, destruction or erasure.

This includes processing personal data which forms part of a filing system and any automated processing.

6 How we process your personal data

6.1 We will process your personal data (including sensitive personal data) in accordance with our obligations under the law.

6.2 We will use your personal data for:

- performing the contract of employment between us;
- complying with any legal obligation; or
- if it is necessary for our legitimate interests (or for the legitimate interests of someone else). However, we can only do this if your interests and rights do not override ours (or theirs). You have the right to challenge our legitimate interests and request that we stop this processing.

6.3 We can process your personal data for these purposes without your knowledge or consent. We will not use your personal data for an unrelated purpose without telling you about it and the legal basis that we intend to rely on for processing it.

6.4 If you choose not to provide us with certain personal data you should be aware that we may not be able to carry out certain parts of the contract between us. For example, if you do not provide us with your bank account details we may not be able to pay you. It might also stop us from complying with certain legal obligations and duties which we have such as to pay the right amount of tax to HMRC or to make reasonable adjustments in relation to any disability you may suffer from.

6.5 We will take reasonable steps to ensure that any personal data processed is accurate and up to date. To assist us in this, we ask that you inform us of any changes to the personal data you have supplied during the course of your employment.

7 Examples of when we might process your personal data

7.1 We have to process your personal data in various situations during your recruitment, employment and even following termination of your employment, for example:

- to decide whether to employ you;
- to decide how much to pay you, and the other terms of your contract with us;
- to check you have the legal right to work for us;
- to carry out the contract between us including where relevant, its termination;
- training you and reviewing your performance;
- to decide whether to promote you;
- to decide whether and how to manage your performance, absence or conduct;
- to carry out a disciplinary or grievance investigation or procedure in relation to you or someone else;
- to determine whether we need to make reasonable adjustments to your workplace or role because of your disability;
- to monitor diversity and equal opportunities;
- to monitor and protect the security (including network security) of the organisation, of you, our other staff, customers and others;
- to monitor and protect the health and safety of you, our other staff, customers and third parties;
- to pay you and provide pension and other benefits in accordance with the contract between us;
- paying tax and national insurance;
- to provide a reference upon request from another employer;
- to pay trade union subscriptions;
- monitoring compliance by you, us and others with our policies and our contractual obligations;
- to comply with employment law, immigration law, health and safety law, tax law and other laws which affect us;
- to answer questions from insurers in respect of any insurance policies which relate to you;
- running our business and planning for the future;
- the prevention and detection of fraud or other criminal offences;
- to defend us in respect of any investigation or litigation and to comply with any court or tribunal orders for disclosure;
- for any other reason which we may notify you of from time to time.

7.2 We will only process sensitive personal data in certain situations in accordance with the law. For example, we can do so if we have your explicit consent. If we ask for your consent to

process sensitive personal data, then we will explain the reasons for our request. You do not need to consent and can withdraw consent later if you choose by contacting Patrick McKee.

7.3 We do not need your consent to process sensitive personal data when we are processing it for the following purposes:

- where it is necessary for carrying out rights and obligations under employment law;
- where it is necessary to protect your vital interests or those of another person where you/they are physically or legally incapable of giving consent;
- where you have made the data public;
- where processing is necessary for the establishment, exercise or defence of legal claims; and
- where processing is necessary for the purposes of occupational medicine or for the assessment of your working capacity.

8 Sharing your personal data

8.1 We will share your personal data with statutory bodies and government agencies (such as HMRC) as required by law. Examples include information relating to salary, tax, national insurance contributions, pension contributions and right to work in the UK

8.2 Sometimes we might share your personal data with our contractors and agents to carry out our obligations under our contract with you or for our legitimate interests. For example, personal data required to process payroll may be provided to our accountants and pension provider.

8.3 We require those companies who we share your personal data with to keep your personal data confidential and secure and to protect it in accordance with the law and our policies. They are only permitted to process your data for the lawful purpose for which it has been shared and in accordance with our instructions.

8.4 If we receive a request from a third party for your personal data for a reason not related to our contractual, statutory or management obligations (such as from a mortgage provider), we will notify you and will only disclose information to these third parties with your consent.

8.5 We do not send your personal data outside the European Economic Area except that we may transfer personal data for the purposes of cloud storage only to a country and organisation that is designated as having an adequate level of protection. If this changes you will be notified of this and the protections which are in place to protect the security of your data will be explained.

9 How should you process personal data?

9.1 Everyone who works for us has some responsibility for ensuring data is collected, stored and handled appropriately.

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- 9.2 Patrick McKee is responsible for reviewing this policy, keeping it up to date and managing risk in relation to the processing of data. You should direct any questions in relation to this policy or data protection to Patrick McKee.
- 9.3 You should only access personal data covered by this policy if you need it for the work you do for, or on behalf of us and only if you are authorised to do so. You should only use the data for the specified lawful purpose for which it was obtained.
- 9.4 You should not share personal data informally.
- 9.5 You should keep personal data secure and not share it with unauthorised people.
- 9.6 You should regularly review and update personal data which you have to deal with for work. This includes telling us if your own contact details change.
- 9.7 You should not make unnecessary copies of personal data and should keep and dispose of any copies securely.
- 9.8 You should use strong passwords.
- 9.9 You should lock your computer screens when not at your desk.
- 9.10 You must not save personal data to your own personal computers or other devices.
- 9.11 Personal data should never be transferred outside the European Economic Area except in compliance with the law and authorisation of Patrick McKee.
- 9.12 You should lock drawers and filing cabinets. Do not leave paper with personal data lying about.
- 9.13 You should not take personal data away from our premises without authorisation from Patrick McKee.
- 9.14 Personal data should be shredded and disposed of securely when you have finished with it.
- 9.15 You should ask for help from Patrick McKee if you are unsure about data protection or if you notice any areas of data protection or security we can improve upon.
- 9.16 Please note that any deliberate or negligent breach of this policy by you may result in disciplinary action being taken against you in accordance with our disciplinary procedure. A sanction up to and including dismissal may be imposed, depending upon the seriousness of the breach.

9.17 It is a criminal offence to conceal or destroy personal data which is part of a subject access request (see below). This conduct would also amount to gross misconduct under our disciplinary procedure, which could result in your dismissal.

10 How to deal with data breaches

10.1 A data breach may take many different forms, for example:

- loss or theft of data or equipment on which personal information is stored;
- unauthorised access to or use of personal information either by a member of staff or third party;
- loss of data resulting from an equipment or systems (including hardware and software) failure;
- human error, such as accidental deletion or alteration of data;
- unforeseen circumstances, such as a fire or flood;
- deliberate attacks on IT systems, such as hacking, viruses or phishing scams;

10.2 We have robust measures in place to minimise and prevent data breaches from taking place. Should a breach of personal data occur (whether in respect of you or someone else) then we must take notes and keep evidence of that breach. If the breach is likely to result in a risk to the rights and freedoms of individuals then we must also notify the Information Commissioner's Office within 72 hours.

10.3 If you are aware of a data breach you must contact Patrick McKee immediately and keep any evidence you have in relation to the breach.

11 Subject access requests

11.1 Data subjects can make a 'subject access request' ('SAR') to find out the information we hold about them. This request must be made in writing. If you receive such a request you should forward it immediately to Patrick McKee who will coordinate a response.

11.2 If you would like to make a SAR in relation to your own personal data you should make this in writing to Patrick McKee. We must respond within one month unless the request is complex or numerous in which case the period in which we must respond can be extended by a further two months.

11.3 There is no fee for making a SAR. However, if your request is manifestly unfounded or excessive we may charge a reasonable administrative fee or refuse to respond to your request.

12 Your data subject rights

12.1 You have the right to information about what personal data we process, how and on what basis as set out in this policy.

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- 12.2 You have the right to access your own personal data by way of a subject access request (see above).
- 12.3 You can correct any inaccuracies in your personal data. To do so you should contact Patrick McKee.
- 12.4 You have the right to request that we erase your personal data where we were not entitled under the law to process it or it is no longer necessary to process it for the purpose it was collected. To do so you should contact Patrick McKee.
- 12.5 While you are requesting that your personal data is corrected or erased or are contesting the lawfulness of our processing, you can apply for its use to be restricted while the application is made. To do so you should contact Patrick McKee.
- 12.6 You have the right to object to data processing where we are relying on a legitimate interest to do so and you think that your rights and interests outweigh our own and you wish us to stop.
- 12.7 You have the right to object if we process your personal data for the purposes of direct marketing.
- 12.8 You have the right to receive a copy of your personal data and to transfer your personal data to another data controller. We will not charge for this and will in most cases aim to do this within one month.
- 12.9 With some exceptions, you have the right not to be subjected to automated decision-making.
- 12.10 You have the right to be notified of a data security breach concerning your personal data.
- 12.11 In most situations we will not rely on your consent as a lawful ground to process your data. If we do however request your consent to the processing of your personal data for a specific purpose, you have the right not to consent or to withdraw your consent later. To withdraw your consent, you should contact Patrick McKee.
- 12.12 You have the right to complain to the Information Commissioner. You can do this by contacting the Information Commissioner's Office directly. Full contact details including a helpline number can be found on the Information Commissioner's Office website (www.ico.org.uk). This website has further information on your rights and our obligations.

Definition

Bribery is the giving or accepting of gifts, money, hospitality or other favours in return for providing something of value to or from another person. The purpose of this policy is to set out our policy to combat bribery.

You are not permitted to: -

- accept any financial or other benefit from any person in return for providing a favour
- request a financial or other benefit from any person in return for providing a favour
- offer any financial or other benefit to any person in return for providing a favour.

Any employee who is concerned that he or she is potentially being bribed should report this matter to management immediately.

Gifts

From time to time, customers, suppliers or other persons might offer you a gift. All gifts, however small, must be reported to your line manager. We may require that the gift be returned to the person who gave it. If this is the case, we will write to the giver of the gift explaining the reasons why the gift cannot be accepted.

Hospitality

From time to time, customers, suppliers or other persons might invite you to a hospitality event. All such invitations must be reported to your line manager. Permission must be given by your line manager before you accept any invitation of hospitality.

Offering gifts and hospitality

If a gift is authorised by your line manager you are entitled to give it to the appropriate individuals. A record must be kept of all gifts given.

We may run hospitality events, primarily aimed at thanking customers and suppliers for their custom and loyalty. You must not organise any hospitality event without seeking authority from management.

Responsibilities of managers

Managers are responsible for keeping a record of all gifts and hospitality that are offered and/or received by employees reporting to the manager. If managers are concerned about any actions, they should contact the managing director immediately for advice.

Disciplinary action

Any employee found to have offered or accepted a bribe or hospitality in contravention with the terms of this policy will face disciplinary action which could include dismissal for gross misconduct.

Policy statement

Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

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.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

Responsibility for the policy

The Board of Directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

Patrick McKee has primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in countering modern slavery.

Line managers at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it and the issue of modern slavery in supply chains.

You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries are encouraged and should be addressed to Patrick McKee.

Compliance with the policy

You must ensure that you read, understand and comply with this policy.

The prevention, detection and reporting of modern slavery in any part of our business or supply chains is the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.

You must notify your manager as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future.

You are encouraged to raise concerns about any issue or suspicion of modern slavery in any parts of our business or supply chains of any supplier tier at the earliest possible stage.

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If you believe or suspect a breach of this policy has occurred or that it may occur you must notify your manager or report it in accordance with our policy on making a protected disclosure as soon as possible.

If you are unsure about whether a particular act, the treatment of workers more generally, or their working conditions within any tier of our supply chains constitutes any of the various forms of modern slavery, raise it with Patrick McKee.

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. We are committed to ensuring no one suffers any detrimental treatment as a result of reporting in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of our own business or in any of our supply chains. 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 Patrick McKee immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

Communication and awareness of this policy

Our zero-tolerance approach to modern slavery must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and reinforced as appropriate thereafter.

Breaches of this policy

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.

We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

51 ADVERSE WEATHER POLICY

We recognise that you may face difficulties attending work and returning home during periods of adverse weather conditions. You have no automatic right to pay in the event of travel delays (unless the travel itself constitutes working time)

You should make every effort to attend work during adverse weather conditions without putting your health and safety at risk. However, if it is not possible for you to attend work, you should contact your line manager as soon as possible. Your manager will discuss the options with you and, depending on the circumstances, one of the following will apply:-

- you may be permitted to work from home (if practicable)
- you may be permitted to make up the lost time at another time
- you may be permitted to take annual leave
- you may be permitted to take unpaid leave

In the event that we have to close or scale back our operations temporarily due to adverse weather, you may be laid off work temporarily without pay other than statutory guarantee pay.

Introduction

We are committed to the highest standards of openness and accountability. If you have concerns regarding our business' performance, standards or conduct, you should be free to raise those concerns. Any concerns that are personal to your particular circumstances should be dealt with under our grievance procedure.

Aims and scope

The aims of this policy are: -

- a. to encourage employees to feel confident about raising concerns
- b. to provide a method by which employees may raise concerns and know that they will be protected against victimisation as a result of raising a complaint
- c. to ensure employees know how to pursue concerns if not satisfied with the response
- d. to help the us to act within the law

Certain disclosures are defined in law as 'qualifying disclosures'. Disclosures are qualifying disclosures where it can be shown that the business commits a 'relevant failure' by: -

- a. committing a criminal offence;
- b. failing to comply with a legal obligation;
- c. being responsible for a miscarriage of justice;
- d. endangering the health and safety of an individual;
- e. causing environmental damage; and
- f. concealing any information relating to any of the above.

These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to a criminal offence that has happened, is happening or is likely to happen.

The procedure

If you wish to report any concerns you should raise these with your line manager who will deal with the disclosure in confidence. If the issue relates to your line manager, you should report the matter to a more senior person in the organisation.

Where we are made aware of an issue, how we respond will depend upon the nature of the concern raised. An internal investigation may be appropriate or we may appoint an external agency or regulatory body to investigate your complaint.

We would expect that in almost all cases raising concerns internally would be the most appropriate course of action.

However, if for whatever reason, you feel that you cannot raise your concerns internally and you reasonably believe the information and any allegations are substantially true, the law recognises that it may be appropriate for you to raise the matter with another prescribed person, such as a regulator or professional body or an MP. A list of the relevant prescribed people and bodies for this

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purpose and the areas for which they are responsible is available from Protect, a whistleblowing charity.

You may wish to take advice before raising a concern externally.

Right not to suffer a detriment

The law gives employees the right not to suffer a detriment for making a protected disclosure. We take very seriously any concerns which are brought under this legislation. In the event that you feel that you are suffering a detriment as a result of making a protected disclosure, please alert management as soon as possible so that steps can be taken to assist you.

We encourage employees to avail of this procedure if they are concerned about any wrongdoing at work. We understand that concerns may be raised in good faith that may not turn out to be true or capable of being substantiated. However, if the procedure has not been invoked in good faith, then the employee who raised the issue may be liable to disciplinary action up to and including dismissal.