



Berkshire
LOCAL ENTERPRISE PARTNERSHIP

Employee Handbook
January 2023

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Introduction

Welcome to Berkshire LEP, we are delighted that you have joined our company. This handbook summarises the Company's main policies and procedures that you will need to be aware of while working for us.

The policies and procedures set out in the Handbook apply to all employees, including employees, consultants, contractors, directors, officers, casual and agency workers and volunteers (collectively referred to as "Employees" in the Handbook) unless otherwise indicated.

The policies and procedures in the Handbook are important. Please familiarise yourself with them. If you have any questions or need any other information with regard to the contents of the Handbook please contact your line manager or the Head of Business Operations who will be able to provide guidance.

The Handbook is non-contractual and does not form part of the terms of your contract with the Company, which are provided to you separately. In the event that the terms of your contract and the Handbook differ the terms of your contract shall apply. The Company will review the Handbook periodically and may amend it from time to time if appropriate.

A handwritten signature in black ink, appearing to read 'Alison Webster', with a stylized, cursive script.

Alison Webster

Chief Executive

Pay, reward and benefits

Hours of work

The standard full-time hours of work are 37.5 hours per week. You may be required to work such additional hours in excess of your normal hours of work as are reasonably necessary for the proper performance of your duties and to meet the needs of the Company's business. However, frequent and excessive overtime isn't good for employees' health and performance, therefore we will only pay overtime or issue time off in lieu (TOIL) when additional work is logged and pre-approved by the line manager, to a maximum of 10 hours per week.

We will monitor the overtime to ensure that it does not become a regular occurrence. If it does, you should speak with your line manager to make alternative arrangements to your workload.

Hybrid Working/Home Working

This policy sets out our organisation's approach to hybrid working, which allows you to split your time between attending the office (The Curious Lounge) and working remotely (i.e. from home).

Who is covered by hybrid working

It is our aspiration that hybrid working is available for all employees but you will need to discuss and agree the practicalities with your line manager.

Split between attending work and working remotely

Expected level of attendance at the office

Employees can split their working time between the office and remote working with the intention of using time in the office for meetings and collaborative working. The number of days per week each employee spends attending the office compared with working remotely will vary, depending on:

- their individual circumstances
- the nature of their role
- what is happening within their role and team at any particular time; and
- the needs of our organisation, including the space we have available at our work locations.

Our staff need to be flexible

Given the degree of flexibility that our hybrid working arrangements provide, we ask that our staff be flexible.

You may be required to attend work on particular days at the request of your line manager, for example for in-person training and for meetings that your line manager has determined are best conducted in person.

Similarly, there may be circumstances in which we ask you to work remotely, or to work from such other place as we may reasonably require, when you would otherwise expect to attend the office, for instance:

- for operational needs, for example if we have too many employees attending the office on specific days; or
- due to Government advice, for example in the event of a lockdown/government guidance that employees should work from home if they can.

In such cases, you will be given as much notice as possible.

Every employee who works at home must follow this code of practice:

- They must have suitable and safe space/facilities at home to allow for home working, under our Health and Safety policy
- Operate during the core working hours of 0800 and 1800 (UK time), when staff will need to be available for contact and to keep their line manager informed
- Employees must have access to home broadband to enable efficient access to email and Berkshire LEP systems.

The company will make no payments for additional equipment at home, such as, broadband access or towards heating/lighting or other domestic running costs.

If employees are unable to effectively work from home, they should work from the office.

Arrangements while attending the Curious Lounge

Workspace

There is no requirement to book a hotdesk at the Curious Lounge, however please ensure you sign in and out of the Curious Lounge using the app or iPad available at reception.

If you would like to book a meeting room, please refer to [The Curious Lounge – FAQs](#).

Please ensure if you step away from your laptop, that it and personal belongings are either taken with you or secured away.

Arrangements while working remotely

We ask you to be mindful that you are not overworking - "downtime" from work is essential. To help maintain your wellbeing, please make sure that you take adequate rest breaks:

- Take a lunch break each day.

- Even if you are busy, it is essential that you find the time to take a break of at least 20 minutes during each working day that lasts more than six hours.
- Ensure the time period between stopping work one day and beginning the next is not less than 11 hours.

Please be as clear as possible with your line manager about your hours of work for days on which you are working remotely. Making use of tools such as shared calendars and out-of-office messaging can help colleagues to be aware of your availability on these days.

Sickness

You should not work if you are unwell. If you are sick and unable to work, our sickness policy applies.

You should notify your line manager by telephone as soon as reasonably practicable, preferably before you are due to start work.

Technology and equipment

To assist you to work remotely, you are provided with the required technology and equipment to carry out your role.

You must take care of any equipment we provide you with, and notify the Head of Business Operations of any faults with the equipment. If you lose any company equipment, or damage it through misuse, you may be liable for any replacement costs.

If you need any additional equipment, you should notify your line manager.

Financial assistance

Employees may be able to claim tax relief for any household expenses incurred as a result of working from home, provided the expenses are solely work related. If you wish to benefit from this tax relief, see the Government's guide on claiming tax relief for your job expenses at www.gov.uk/tax-relief-for-employees/working-at-home.

Health and safety

All employees should complete the Home Working Risk Assessment and return to the Head of Business Operations who will review and take any appropriate action if required. However, you must also take responsibility for your own health and safety and that of anyone else who is affected by your work (for example others in your household when you are working from home).

You must notify your line manager if:

- you feel any discomfort due to working (such as back pain); or
- you believe that there are any work-related health and safety hazards;
- any work-related accidents occur in the office or your home.

Your line manager will escalate the matter to the Head of Business Operations to look into what action can be taken.

Data protection

Employees are responsible for keeping information associated with our organisation secure at all times. Specifically, when working remotely, you are under a duty to:

- practise good computer security, including using a unique password for your work laptop and any other devices you use for work
- keep all hard copies of work-related documentation secure, including keeping documents locked away at all times except when in use; and
- ensure that work-related information is safeguarded when working in public spaces, for example by:
 - positioning your laptop so that others cannot see the screen;
 - not leaving your laptop unattended; and
 - not having confidential/business-sensitive conversations in public spaces.

In addition, the laptop and other equipment provided by us must be used for work-related purposes only and must not be used by any other member of your household or third party at any time or for any purpose.

Salaries

Salary payments are made monthly in arrears by direct credit transfer into an account of your choice, normally on the 26th day of the month. Each monthly payment covers a complete calendar month and your monthly pay is based on one-twelfth of your annual salary.

Salary Reviews

Salaries will be reviewed annually and at the end of each financial year (31 March). Any recommendations for uplift will be considered in the context of affordability (to the company).

Deductions

The company is entitled to deduct from your salary or any other payments made to you by the company, any sums owed by you to the company.

Pensions

The company operates a stakeholder pension scheme from day 1 of your employment. The company will deduct employee contributions to the scheme from your salary and pay them to the manager of that scheme, unless you choose to opt out of the scheme. The contribution levels effective from the 1st September 2020 are:

- Employer contribution 5%

- Employee contribution 5%

Annual leave

The company's holiday year runs from 1 January to 31 December. All employees are entitled to 27 days paid holiday per year, exclusive of public holidays, and this increases to

- 28 days after two years continuous service.
- 29 days after three years continuous service
- 30 days after four years continuous service

In the holiday year in which your employment commences or terminates, the entitlement to holiday shall accrue on a pro-rata basis for each complete month of service during the relevant year.

You are required to plan your annual leave in advance and in a way that suits the business as well as your own personal needs. It is preferable that you spread out your annual leave entitlement throughout the year rather than take it all at once.

You will be required to take a maximum of 3 days' leave at the Christmas break.

Except where an employee is absent on long-term sick leave, all holiday must be taken during the holiday year in which it is accrued. In exceptional circumstances a maximum of 3 days may be carried over from one holiday year to the next but this can be done only with the prior approval of your line manager.

Part time employees

Part time employees are entitled to the same amount of annual leave as full-time employees on a pro rata basis to the hours that they work. As part time employees do not always work the same number of hours each day, their entitlement will be calculated in hours, as follows:

Number of part-time hours per week x Full time leave allowance in weeks = No. of hours part-time leave allowance per annum

In addition to an annual leave entitlement, part time employees will receive a pro-rata entitlement to bank holidays.

Booking annual leave

You should discuss all requests for annual leave with your manager before confirming your request via BreatheHR. Please give as much notice as possible about the dates of your proposed annual leave, appropriate to your work responsibilities

There will be occasions when the business needs are such that you will not be permitted to take annual leave. This will happen very rarely and if it does, it will be confirmed to you in writing. If cancelling leave means that you will incur additional costs (for example to rebook a holiday), then

the company will cover these costs provided you inform the Chief Executive of the costs before the cancellation is made.

Abuse of the policy

If you take unauthorised annual leave this may result in disciplinary action. Unpaid leave will normally only be granted in exceptional circumstances and when all paid holiday entitlement is exhausted.

Employee Assistance Programme – until September 2023

Upon completion of your probationary period, all employees are included in an Employee Assistance Programme, including access to the BeSupported website which provides you and your immediate family, with information, resources and options to address a wide range of issues both at home and at work. If you would like to discuss any issue please call them in complete confidence 24 hours a day, 365 days a year, on 0800 072 7 072.

www.axabesupported.co.uk

Username: information

Password: Supported

Life Assurance

All employees between the ages of 16 and the day before their State Pension Age are included in a life assurance policy with AIG Group. The lump sum benefit of which is four times basic annual salary as at date of death.

Medicash plan

Upon completion of your probationary period, all employees are included in the health cash plan, Medicash, which includes dental treatment, eye tests, specialist consultations, complementary and alternative therapies, prescriptions, vaccinations and health screening. Full details of which, including how to claim, can be found on the company intranet.

Performance Management

Learning and development

We are committed to giving everyone the opportunity to develop his or her potential fully and accordingly provides support, training and encouragement to employees at all levels. There is a strong commitment to skills and management training and we hope that all employees will take advantage of this.

The main features of the company's Learning and Development Policy are as follows

- New entrants must be successfully inducted into the company. They should receive training that will enable them to become effective team members quickly and be provided with the 'core' skills required for a long-term career. This will include familiarisation with the company as well as initial job training.
- Training and development plans will be established with reference to the requirements of the company. Objectives for the learning and development activity will be agreed between the Chief Executive or line manager and the individual employee.
- Training and development needs will be reviewed through Annual Appraisals.

Time off for study

We recognise that there is some training, that whilst not a requirement of your role, benefits the workplace. We will support up to two days paid study leave (per annum) and will consider requests for further unpaid study leave, on a case-by-case basis. Study leave may not be carried over from year to year. Please discuss your plans and requirements with your line manager.

Annual Appraisals

Annual appraisals are meetings designed to give you and your line manager the opportunity to review your performance over the previous year, to agree objectives and to identify personal development plans for the coming year.

Appraisals will be carried at the end of each financial year (31 March), at the discretion of the Company. Details of any review procedures relating to you will be given to you and you are required to comply with them at the time of any review of you in order to assist in making the process worthwhile.

Your performance will also be reviewed, independently of the annual review process, during and at the end of the probationary period.

Flexible Working

Introduction

If you satisfy the eligibility requirements set out below, you have the right to request flexible working. The Company is committed to considering all requests although it cannot guarantee that in all cases it will be able to agree to requests.

No one who makes a request for flexible working will be subjected to any detriment or lose any career development opportunities as a result.

This policy only applies to employees of the Company.

Eligibility requirements

In order to be eligible to apply for flexible working you must:

- a. be an employee of the Company;
- b. have at least 26 weeks' continuous employment with the Company at the date your application is made; and
- c. not have made another application to work flexibly under this policy during the last 12 months.

Scope of request

You may request changes to your hours of work, time of work or place of work. Once agreed the changes are permanent.

The Company may refuse the request on one or more of the following grounds:

- a. the burden of additional cost to the Company;
- b. having detrimental effect on the Company's ability to meet client needs;
- c. inability to reorganise work among existing Employees;
- d. inability to recruit Employees;
- e. a detrimental effect on performance or the quality of the service provided;
- f. insufficient work during the period you propose to work;
- g. planned structural changes; and
- h. any other grounds that may be specified in the Flexible Working Regulations.

Procedure for applying

You should apply in writing to the Head of Business Operations setting out:

- a. your confirmation that you satisfy the eligibility criteria at paragraph 4 above;
- b. the change requested;
- c. any effect it might have on the Company;
- d. how this could be dealt with; and
- e. giving a proposed start date for the change.

The Company's response

The Company will acknowledge receipt of your request. Where the Company cannot agree to your request, the Company will aim to arrange a meeting with you within 28 days of receiving your request in order to discuss your request and explore any alternatives. You are entitled to be accompanied to this meeting by a work colleague in accordance with our Right to be Accompanied Policy.

The Company will aim to write to you within 14 days of the meeting either agreeing to the new working pattern and specifying the date on which the change will take effect, or explaining the business reasons why the application cannot be accepted.

Appeal

You have a right to appeal against the Company's decision within 14 days of the decision being notified to you. If you wish to appeal you should do so in writing setting out the grounds of your appeal.

The Company will aim to arrange a meeting with you within 14 days of receiving your notice of appeal. The Company will aim to write to you within 14 days of the appeal meeting to advise you of the outcome of the appeal.

Time periods

The Company will take all reasonable steps to ensure that the time between the Company receiving your flexible working request and the end of the decision process (including any appeal hearing) is no longer than three months. This time limit can be extended at the agreement of both parties, for example, where your line manager or the Head of Business Operations is absent from work for any reason.

Diversity & Inclusion

It is our policy to recognise and encourage the valuable and enriching contribution from all employees, and the rights of all individuals who come into contact with the company.

We believe that people from a range of backgrounds and experiences can enhance the life and development of the company and that all individuals should be treated on the basis of individual merit and without prejudice. We will strive vigorously to remove conditions which place people at a disadvantage and will actively combat bigotry and discrimination.

Legislation

It is unlawful to discriminate against individuals either directly or indirectly in respect of their age, race, nationality, ethnic origin, colour, sex, marital status, religious beliefs, sexual orientation or disability.

The following types of discrimination are unlawful and against the company's Policy:

- Direct discrimination, where a person is less favourably treated because of age, race, nationality, ethnic origin, colour, sex, marital status, religious beliefs, sexual orientation or disability
- Indirect discrimination, where a requirement or condition that cannot be justified is applied equally to all groups but has a disproportionately adverse effect on one particular group. With respect to sex discrimination it is necessary to show there is a provision, policy, criterion or practice to the disadvantage of one sex and to a substantially higher proportion of this sex than the other
- Victimisation, where someone is treated less favourably than others because he or she has taken action against the company under one of the relevant Acts, whether or not such victimisation is unlawful.

Recruitment

The company will take steps to ensure that applications are attracted from candidates without regard to age, race, nationality, ethnic origin, colour, sex, marital status, religious beliefs, sexual orientation or disability and will ensure that there are equal opportunities in all stages of the recruitment process.

Promotion

Promotion is made without regard to age, race, nationality, ethnic origin, colour, sex, marital status, religious beliefs, sexual orientation or disability and is based solely on merit.

Absence

Sick leave

This policy only applies to employees and workers of the Company.

The company aims to secure the attendance of all employees throughout the working week. However, it recognises that a certain level of absence may be unavoidable due to sickness. This policy and procedure will assist employees and managers to ensure that sickness absence is managed.

For further information on reporting absence, please refer to your contract of employment.

Sick pay

If you are absent from work due to illness or injury and you have complied with the notification requirements described above, you may be entitled to Statutory Sick Pay ("SSP"). Please note that SSP is not payable during the first 3 days of absence due to illness or injury. Generally speaking, SSP is payable for a maximum of 28 weeks within a 3 year period. If you have exhausted your entitlement to SSP but remain absent from work you may be entitled to apply for alternative benefits from the government. You should disclose to the Company any payments of sickness benefit which you receive

The company operates a Company Sick Pay scheme:

- During the first year of service (and after completing four months' of service), sick pay of full basic salary including SSP for one month at full pay and one month at half pay.
- After one year of service, sick pay of full basic salary including SSP for 2 months' at full pay and 2 months' half pay.

The balance of Company Sick Pay entitlement available at the start of any period of sickness absence is calculated by deducting any CSP paid during the preceding 12 months.

The Company reserves the right to terminate your employment in accordance with your contractual notice periods, whether on the grounds of capability or otherwise and whether or not you are in receipt of company sick pay or SSP.

Sick pay may not be payable where in the reasonable opinion of the Company:

- a. you have knowingly entered false information on any form, including a self-certification form;
- b. you failed to follow the rules set out in this policy; or
- c. there are serious doubts based on good grounds regarding the circumstances of your absence and/or claim for SSP.

Return to work

On your return to work you may be asked to obtain a certificate from your doctor confirming that you are now fit to work. You may also be asked to attend a return to work interview with your manager to discuss your health and your duties.

If your doctor provides a certificate stating that you 'may be fit for work' you should inform your manager immediately. We will discuss with you any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice. This may take place at a return-to-work interview. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date to review the situation.

Sickness before or during a holiday

If you are sick or injured during a holiday period and would have been incapable of work, you may choose to treat the period of incapacity as sick leave and reclaim the affected days of holiday.

Employees already on sick leave before a pre-arranged period of holiday may choose to cancel any days of holiday that coincide with the period of incapacity and treat them as sick leave.

Company sick pay will only be paid for such days if you comply with this policy, including notifying your manager immediately of your incapacity and obtaining medical evidence, even if you are abroad.

Breach of this policy

Any absence where an employee or worker has not complied with the terms of their contract or this policy may be treated as unpaid unauthorised absence. Any unauthorised absence or other breach of this policy may result in disciplinary action against employees, and workers may no longer be provided with work or their contract with the Company may be terminated immediately without notice or compensation.

You should be aware that any acts of dishonesty by an employee in respect of sickness absence will normally be treated as gross misconduct.

Time off for public duties

This policy only applies to employees of the Company.

Employees are eligible for reasonable time off work for certain public duties, including if they are for example:

- A magistrate
- A local councillor
- A member of the managing or governing body of an educational establishment
- A member of a health authority

Reasonable time off should be agreed between the employee and employer beforehand, based on

- How long the duties might take
- The amount of time the employee has already had off for public duties
- How the time off will affect the business

The employer can refuse a request for time off if they think it is unreasonable.

Leave for personal and domestic emergencies

From time to time emergencies arise which require urgent attention, or distract us from our work, or both. The company acknowledges this and, in some situations, also allows you to take some paid or unpaid leave.

Compassionate leave

Compassionate leave is intended to help employees at the time of serious injury, death or funeral of an immediate family member.

In the event of the serious illness or death of a member of the employee's family, the employee should contact their line manager to request compassionate leave, as soon as reasonably possible.

You may apply for up to five days' paid leave to attend to bereavement matters, including making funeral arrangements for immediate family members. We will also give an additional day of compassionate leave to attend the funeral of an immediate family member.

Parental Bereavement leave

We recognise that, while dealing with any bereavement is difficult, the death of a child is among the most devastating events that an employee can ever face. We are committed to supporting staff coping with the loss of a child by ensuring that bereaved parents can take parental bereavement leave. This is a legal entitlement for bereaved parents to be absent from work for up to two weeks where their child passes away.

Whatever your length of service, you can take parental bereavement leave if you have lost a child (i.e. under the age of 18) and are the:

- parent of a child who has passed away; or
- partner of the child's parent, where you live in an enduring family relationship with the child and their parent; or
- "parent in fact" of a child who has passed away, which means that, for a continuous period of at least four weeks before the child passed away, they have been living with the child and had "day-to-day responsibility" for the child (but who is not being paid to look after the child).

In practice, this means that most employees with parental responsibility for a child who passes away can take parental bereavement leave.

Parental bereavement leave is available in a number of other scenarios, including for adoptive parents whose child has passed away and where a parent suffers a stillbirth after 24 weeks of pregnancy. If you have suffered a bereavement, but are unsure if you are entitled to parental bereavement leave, you should contact your Line Manager for clarification.

If you are a bereaved parent, you are able to take the leave as:

- a single block of two weeks; or
- two separate blocks of one week at different times.

A bereaved parent can take parental bereavement leave at any time from the date of the death of the child until 56 weeks after the date of the death of the child.

To be eligible for statutory parental bereavement pay, employees who are on parental bereavement leave are required to have:

- at least 26 weeks' continuous employment with their employer by the week before the week in which their child passes away, and still be employed by that employer on the day on which the child passes away; and
- normal weekly earnings in the eight weeks up to the week before the child's death that are no less than the lower earnings limit for national insurance contribution purposes.

Support during bereavement

If you have suffered a bereavement and cannot attend work, you should inform your line manager of what has happened by telephone as soon as reasonably practicable. This will allow us to support you.

You should inform your line manager of what you would like colleagues to know about the situation and of any urgent tasks that other staff can pick up or meetings that need to be cancelled or rearranged.

Following the initial contact, you and your line manager should keep in touch. The level of contact is a matter for agreement between the two of you.

We provide an [employee assistance programme](#) (EAP), where individuals who are experiencing work or personal problems can get support. This could be the bereaved employee themselves, but also other individuals within the organisation who are affected, including line managers or colleagues who are distressed (for example if the situation brings back memories of a bereavement of their own).

External support

External sources of help and support for bereaved employees include:

- [Cruse Bereavement Care](#) / [Cruse Bereavement Care Scotland](#), which offers support to bereaved people, for example via a telephone helpline;
- [Child Bereavement UK](#), which offers support to families when a child passes away, for example via a telephone helpline;
- [Age UK](#), which has a website that includes [guidance and support](#) on coping with bereavement;
- [WAY Widowed and Young](#), which specialises in supporting people aged 50 or under whose partner has passed away; and
- [Marie Curie](#), which supports families living with a terminal illness.

Return to work

Once you are back at work, you can discuss with your line manager what further support we can provide.

We recognise that a bereaved employee may not be able to return immediately to their full duties or way of working. It sees the value of temporarily adjusting a bereaved employee's duties or phasing the employee back to work when it is appropriate to do so.

We will consider requests to make temporary changes to working arrangements, such as allowing you to work reduced hours; work from home on certain days; or be reassigned to another role (for example away from a customer-facing role).

Depending on the nature of the temporary changes, the line manager and the HR department may agree the temporary adjustments informally with you, or you may need to make a formal request for flexible working under our [Flexible Working policy](#).

Personal Conduct

Company and personal property

It is the responsibility of all employees to take proper care of the equipment to avoid unnecessary damage to the Company's property and the creation of safety hazards.

Where using personal property, it is the individual's responsibility to ensure that their property is insured and has relevant security, including passwords and anti-virus protection.

If you lose any company equipment, or damage it through misuse, you may be liable for any replacement costs.

All Company property, including must be returned immediately on the Company's request and in any event on the termination of your employment. Failure to do so will result in you being charged for the replacement costs and deductions may be made from your salary and/or any other sums of money due to you from the Company.

Expenses

The Company will reimburse expenses properly incurred on behalf of the Company in accordance with this policy.

Expenses will only be reimbursed if they are pre-agreed and authorised by your manager:

- a) in the case of equipment and peripherals, speak to the Head of Business Operations prior to purchase
- b) expenses must be claimed using the company's expenses software and submitted to your manager within a month of being incurred;
- c) supported by relevant documents i.e. receipts

Claims for authorised expenses submitted in accordance with this policy will normally be paid by direct transfer to your bank account or cash by the end of the month following receipt of a properly completed and evidenced expenses form.

Travel

Where possible we encourage you to travel by public transport. We understand that for many this isn't possible so suggest, to avoid traffic, travel at off-peak times.

Mileage

The following mileage rates (or such other rate set down by HM Revenue and Customs) shall apply to all employees:

1. Cars & vans = 45p per mile for business mileage up to 10,000 miles and 25p mile for mileage exceeding 10,000 in each tax year

2. Motorcycles = 24p per mile for business mileage in each tax year (no threshold)
3. Bicycles = 20p per mile for business mileage in each tax year (no threshold)

In line with HMRC guidance employees may not claim for mileage incurred on journeys to/from their home and the company place of work (registered office The Curious Lounge) .

Under no circumstances will the Company pay any fines arising out of any Road Traffic Act offences.

Parking policy

When there is no free parking available, we will subsidise parking as follows:

- Half day: up to £8
- Full day: £12

This can be either at the beginning (e.g. local railway car park) or the end of your journey.

Rail travel

In the case of rail travel within the UK you will only be reimbursed for the cost of standard class travel unless expressly authorised by your manager to travel first class.

Accommodation

In exceptional circumstances, the Company shall reimburse employees for the reasonable costs of overnight accommodation.

Reasonable subsistence may be claimed for overnight stays. No set limits apply to claims for meals, however employees are expected to adopt a common-sense approach to such costs and the Company will not reimburse employees for any such costs which are deemed to be extravagant or unnecessary.

Membership of Professional Bodies and Associations

The Company shall cover the costs associated with employees' membership of professional bodies where such membership is required by law and/or is in the interests of the Company. Please check with your line manager before commencing.

Other employment

For most employees, Berkshire LEP will be their sole employer; some employees may however, temporarily or on a longer-term basis, wish to undertake secondary employment.

All employees are required to seek permission before undertaking any secondary employment.

Secondary employment includes any additional work undertaken for another employer or work undertaken in a self-employed capacity or as the partner of a self-employed person. It includes work

undertaken on a contractual basis over a long-term period and work undertaken intermittently e.g. via an agency.

Permission to undertake secondary employment will not generally be denied.

Dealing with press enquires

All media enquiries should be referred to the Chief Executive or Communications Manager who will give you the appropriate line to take. No comments should be made on or off the record without prior reference to the Chief Executive or Communications Manager.

Appearance

The personal appearance of employees directly impacts on the image of the Company and contributes to its reputation and professionalism. You should dress for work in business clothes that reflect the nature of your role.

Code of Conduct

You are an employee of Berkshire LEP Ltd and hence you shall have regard to the following principles – selflessness, integrity, objectivity, accountability, openness, honesty and leadership in your conduct at all times (Nolan Principles of Public Life). Accordingly, when acting in your capacity as an employee of the LEP:

- You must act in a manner consistent with the LEP's equality and diversity strategy and treat your fellow members of staff and others you encounter when working in their role with respect and courtesy at all times
- You must act solely in the public interest and should never improperly confer an advantage or disadvantage on any person or act to gain financial or other material benefits for yourself, your family, a friend or close associate
- You must not place yourself under a financial or other obligation to outside individuals or organisations that might be reasonably regarded to influence you in the performance of your official duties
- When carrying out your duties you must make all choices, such as making appointments, awarding contracts or recommending individuals for rewards or benefits, based on evidence
- You are accountable for your decisions and you must co-operate fully with whatever scrutiny is appropriate to your position. You must be as open as possible about both your decisions and actions and the decisions and actions of the LEP. In addition, you should be prepared to give reasons for those decisions and actions
- You must declare any private interests, both pecuniary and non-pecuniary, including membership of any Trade Union, political party or local authority that relates to your duties. Furthermore, you must take steps to resolve any conflicts arising in a way that protects the

public interest. This includes registering and declaring interests in a manner conforming with the procedures set out in the section 'Registering and declaring pecuniary and non-pecuniary interests'

- You must, when using or authorising the use by others of the resources of your LEP, ensure that such resources are not used improperly for political or personal purposes (including party political purposes)
- You must promote and support high standards of conduct when serving in your post, in particular as characterised by the above requirements, by leadership and example.

Registering and declaring pecuniary and non-pecuniary interests

On appointment, you must notify the Chief Executive of any disclosable pecuniary interest¹, where the pecuniary interest is yours, your spouse's or civil partner's, or is the pecuniary interest of somebody with whom you are living with as a spouse, or as if you were civil partners.

In addition, you must notify your Chief Executive of any non-pecuniary interest² which the LEP has decided should be included in the register or which you consider should be included if you are to fulfil your duty to act in conformity with the Nolan Principles of Public Life. These non-pecuniary interests will necessarily include your membership of any Trade Union.

Employees should review their individual register of interest before attending any decision-making meeting of the LEP. They must declare any relevant interest(s) at the start of the meeting. If an interest has not been entered onto the LEP's register, then the employee must disclose the interest at any meeting of the LEP at which they are present, where they have a disclosable interest in any matter being considered and where the matter is not a 'sensitive interest'³

Following any disclosure of an interest not on the LEP register or the subject of pending notification, you must notify the Chief Executive immediately.

Unless dispensation has been granted, you may not participate in any discussion of, vote on, or discharge any function related to any matter in which you have a pecuniary interest. Additionally,

¹ For the purposes of this guidance, we are using the definition of a pecuniary interest as set out in the [Localism Act 2011](#) and The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012.

² A Non-Pecuniary interest is any interest which is not listed in the [Schedule to The Relevant Authorities \(Disclosable Pecuniary Interests\) Regulations 2012 \(No.1464\)](#).

³ A 'sensitive interest' is described in the [Localism Act 2011](#) as a member or co-opted member of an authority having an interest, and the nature of the interest being such that the member or co-opted member, and the authority's monitoring officer, consider that disclosure of the details of the interest could lead to the member or co-opted member, or a person connected with the member or co-opted member, being subject to violence or intimidation.

you must observe the restrictions the LEP places on your involvement in matters where you have a pecuniary or non-pecuniary interest as defined by the LEP.

Gifts and hospitality

The company recognises that trust and confidence in the propriety of its activities is essential to its continuing success and growth. In order to foster the trust and confidence that clients, suppliers, workers and the community in general have in the Company, it is important that the Company, its employees and agents behave, and are seen to behave, appropriately and honestly at all times.

This Hospitality and Gifts Policy aims to:

- Protect the reputation of the Company;
- Protect employees from accusations of impropriety;
- Ensure that all clients and suppliers are dealt with on an equal basis;
- Avoid any potential conflicts between employees' private interests and professional duties;
- Instil a strong anti-corruption culture in the Company and put in place a gift and hospitality monitoring process to further compliance with the Bribery Act 2010.

Employees are advised that, notwithstanding anything contained herein, where there is any doubt over the permissibility or propriety of accepting a gift or hospitality offer they should decline that offer. Nothing should be accepted which would bring the Company into disrepute.

This policy applies to the Company and to any associated persons as defined by the Bribery Act 2010.

Receiving Gifts

Save for gifts of low value and which are mere tokens (such as promotional pens, calendars and stationery), excluding money, employees of the Company are not permitted to accept any gifts from customers, suppliers or other third parties involved with the Company.

The Company recognises that there may be exceptional instances when refusing a gift will cause significant offence or embarrassment. In such instances the gift may be accepted and subsequently donated to a charity of the Company's choice.

Where practicable any employee minded to accept a gift should first seek approval from their line manager. If it is not practicable to gain prior approval, the accepting employee should inform their line manager as soon as possible after receiving the gift.

An accurate record must be kept of all gift offers made to the Company or to employees of the Company by third parties, and must be filed in the "Hospitality and Gifts Register" ("the Register"). Any employee who is offered a gift which is not merely a token should record, as soon as is reasonable practicable:

- A description of the gift offered;
- An estimation of the value of the gift offered;
- Whether it was rejected or accepted;
- If accepted, why it was accepted;
- Whether prior approval was obtained, and if so, from whom; and
- Who it is donated to (see sub-Paragraph 4.4 below).

Hospitality

“Corporate Hospitality”, for the purposes of this policy, is any form of accommodation, entertainment or other hospitality provided for an employee of the Company by a third party and which is extended to the employee solely or significantly due to his position as a representative of the Company. This excludes the classes of hospitality particularised at paragraph 3.2 below.

For the purposes of this policy and for the sake of clarity, the following are not normally considered Corporate Hospitality and will not require any approval prior to acceptance:

- Normal working lunches or refreshments provided during a business visit;
- Hospitality extended to employees attending a Company approved seminar, conference or other external event, provided that such hospitality is extended to all who are in attendance;
- Free seminars, talks or workshops, provided that they are free to all in attendance and are not provided solely for employees of the Company.

All employees are required to obtain approval before accepting any form of Corporate Hospitality which is offered to them. Approval must be sought from their line manager. An accurate record must be kept of all Corporate Hospitality offered to the Company or to employees of the Company for entry on the Register. Any employee offered any form of Corporate Hospitality must record, as soon as is reasonable practicable:

- A description of the hospitality offered;
- An estimation of the likely value of the hospitality;
- Whether it was rejected or accepted;
- If accepted, why it was accepted; and
- From whom prior approval was obtained.

Hospitality and Gifts Register

The Register shall be held by the Head of Business Operations. All offers of gifts or hospitality must be recorded in writing, including all of the information specified in this policy before being given to the Head of Business Operations, who shall update the Register accordingly.

It is anticipated that instances may arise where a gift accepted by the Company or one of its employees has not been donated by the time that the relevant entry is made on the Register. In such cases the Register must be updated within 5 working days of the date on which the donation was made.

Breach of this Policy

Compliance with this policy is essential to the protection of the Company's reputation and that of its employees. Any employee or associate person who is found to have acted in contravention of this policy or its principles may be subject to disciplinary action, including summary dismissal where the breach amounts to gross misconduct.

Any employee or any associated person (as defined by Section 8 of the Bribery Act 2010) found giving or receiving bribes or bribing a foreign official will face criminal charges under the provisions of the Bribery Act 2010. Anyone found guilty of bribery, will be responsible for bearing any related remedial costs such as losses, court fees or expenses.

Family Policies

Maternity leave

This policy sets out the Company's position on maternity leave and maternity pay for employees. The Company provides benefits in accordance with the statutory maternity benefits scheme.

Save where otherwise indicated, this policy only applies to employees of the Company. Agency workers should contact their agency in respect of their entitlements.

Ante-natal care

Pregnant employees will be allowed reasonable time off work to attend ante-natal care appointments. Wherever possible, you should try to arrange such appointments at the start or end of the working day so as to avoid too much disruption to your work.

Ante-natal care - Partners

You may take unpaid time off to accompany a pregnant woman to an antenatal appointment if you have a 'qualifying relationship' with the woman or the child. This means that you are an employee or a qualifying agency worker and either:

- a. you are the baby's father;
- b. you are the pregnant woman's spouse, civil partner or cohabiting partner or are living with her in an enduring family relationship and she is not your sister, mother, grandmother, aunt or niece; or
- c. you are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

Please give us as much notice of the appointment as possible. You must provide us with a signed statement providing the date and time of the appointment and confirming:

- a. that you meet one of the eligibility criteria in paragraph 4 above;
- b. that the purpose of the time off is to accompany the pregnant woman to an antenatal appointment; and
- c. that the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.

Please note that the Company may refuse your request for time off if you fail to provide reasonable notice or where it would otherwise be reasonable to do so.

You may take time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy.

You must not take more than six and a half hours off for each appointment, including travel and waiting time.

The Company may at its absolute discretion allow you to take time off to accompany a pregnant woman to further antenatal appointments. However, you may be required to take this from your paid holiday allowance.

Ordinary maternity leave

If you are pregnant you are entitled to a 26 week period of Ordinary Maternity Leave ("OML") regardless of your length of service or hours of work.

Additional maternity leave

If you qualify for OML you also automatically qualify for additional maternity leave ("AML"). AML is a period of 26 weeks' leave beginning immediately after OML ends (giving a total of 52 weeks' maternity leave).

Notice requirements

You must notify your manager by the end of the 15th week before the expected week of childbirth ("EWC") of the following:

- a. that you are pregnant;
- b. your EWC; and
- c. the date on which you intend to start your maternity leave.

If you wish to change the date on which you want to start your leave, you must give the Company at least 28 days' notice.

Commencement of maternity leave

The earliest date you can start your maternity leave is 11 weeks before your EWC.

If you are absent for a pregnancy-related reason at any time after the beginning of the fourth week before the EWC your maternity leave will begin automatically even if this is before the start date which you have notified to the Company.

Rights during maternity leave

During your OML and AML all your contractual benefits will continue in accordance with your contract of employment, except salary and pension contributions.

Where your maternity leave takes place at the end of the Company's holiday year you may be required to take your accrued holiday before the commencement of your leave. In cases where this is not possible you will be entitled to carry over your accrued but untaken holiday, but may be required to take such holiday on dates determined by the Company.

Statutory maternity pay

To qualify for statutory maternity pay ("SMP") you must:

- a. have been continuously employed by the Company for at least 26 weeks by the end of the 15th week before the EWC; and
- b. have weekly earnings of not less than the lower earnings limit for the payment of National Insurance contributions.

SMP is payable for a maximum of 39 weeks. You will receive 90% of your normal weekly earnings for the first 6 weeks, followed by the lower statutory rate for 33 weeks. Your normal weekly earnings will be based on the eight week period ending with the fifteenth week before the EWC, except where you receive a pay rise before the end of your maternity leave. In this scenario, the rate of your SMP for the first 6 weeks will be recalculated applying the salary after the pay rise.

If the Company is making contributions to a pension scheme on your behalf prior to your maternity leave, it will continue to make such pension contributions during any period of paid maternity leave provided that you continue to make contributions. The Company's pension contributions will continue to be based on your normal salary rather than your SMP. However, while your pension contributions must continue at the same percentage of pay, they can be based on the SMP which you are receiving, rather than your normal salary. If you wish to continue your contributions based on your normal salary, you should advise your manager accordingly. The Company will not make pension contributions during any period of unpaid maternity leave. If you wish to make contributions during unpaid maternity leave you should contact your manager.

Keeping in touch days and contact during leave

You may agree with the Company to work for up to 10 days during your maternity leave (but not within the 2 weeks immediately following childbirth) without bringing your maternity leave to an end or losing your maternity pay for the weeks in which you work.

Work for this purpose can include training or other activities for the purpose of keeping in touch with the Company.

This right does not allow you to require the Company to allow you to work during maternity leave, nor does it allow the Company to require you to work during maternity leave.

You will be paid according to your usual salary for each day of work undertaken during maternity leave. (This will include any entitlement which you have to SMP for that day.)

The Company shall be entitled to contact you while you are on leave to discuss matters such as your return to work regardless of whether or not it has been agreed for you to work any keep in touch days. You will not be paid for such contact, which will normally be kept to a minimum.

Returning to work

You do not need to notify the Company of the date that you intend to return to work unless you intend to return before the end of your full maternity leave entitlement.

If you intend to return to work before the end of your maternity leave period you must give at least 8 weeks' notice of the date on which you intend to return. If you fail to do this your return can be postponed by the Company until the earlier of the expiry of 8 weeks' notice and the end of your maternity leave period.

If you do not wish to return to work for the Company you must give notice of your resignation providing at least the notice period provided for in your contract of employment.

Transfer of leave

You may opt to end your maternity leave early and share the remaining period of leave as shared parental leave with the father of the child, your husband, civil partner or partner (including same sex), for the purpose of caring for a child under the age of one. Please see the Shared Parental Leave Policy for more details.

Rights on your return to work

After a period of OML you are entitled to return to the same job as you had before your leave, unless your OML immediately followed a period of AML (i.e. you have not returned to work between two pregnancies) or you have taken more than 4 weeks' parental leave. If either of these apply then your rights are as if you returned from AML.

After a period of AML, you are entitled to return to the same job you had before your leave unless it is not reasonably practicable for you to do so, in which case you are entitled to return to a suitable appropriate job.

Health and safety

Once you have notified the Company of your pregnancy, the Company will consider if your job has any health and safety risks to you as an expectant mother. If there are such risks, the Company will temporarily adjust your working conditions or hours of work. If this is not reasonable or would not avoid such risks, the Company will offer you suitable alternative work if any is available. If there is no suitable alternative work, the Company will suspend you on paid leave for as long as is necessary to avoid such risks.

When you return to work from OML or AML, the Company will consider if there are health and safety risks to you as a new mother or to your baby. If there are such risks the Company will temporarily adjust your working arrangements during the first 6 months from the date of the birth of the child or while you are breastfeeding. If this is not reasonable or would not avoid such risks, the Company will offer you suitable alternative work, if available. If alternative suitable work is not available, the Company will suspend you on full pay for as long as necessary to avoid such risks.

Paternity leave

Introduction

Paternity leave is available to fathers, or to the husband, civil partner or partner (including same sex) of the mother, on the birth or placement for adoption of a child.

This policy only applies to employees of the Company. Agency workers should contact their agency in respect of their entitlements.

Qualification for paternity leave

You may take paternity leave if:

- a. in the case of birth of a child, you have at least 26 weeks' continuous employment with the Company by the end of the 15th week before the expected week of childbirth ("EWC") or, in the case of adoption, 26 weeks' continuous employment by the end of the week in which you are notified of being matched with a child;
- b. you are the biological father of the child or the mother's husband, civil partner or partner (including same sex) or, in the case of adoption, the spouse, civil partner or partner (including same sex) of the child's adopter;
- c. you have or expect to have the main responsibility for the child's upbringing; and
- d. you are taking the leave to care for the child or to support the mother of the child or the child's adopter.

Time off for antenatal care

In addition to your paternity leave, you have the right to take unpaid time off to accompany a pregnant woman with whom you are having a child at up to two antenatal appointments.

This could be if you are the husband or civil partner of the pregnant woman, or you could be living with the pregnant woman in an enduring family relationship. In addition, you will be eligible for the time off if you are the biological father of the expected child.

To make a request for time off to accompany someone at an antenatal appointment, you should contact your line manager.

The antenatal appointment must be made on the advice of a registered medical practitioner, midwife or nurse. We expect that normally no more than half a day is needed for an antenatal appointment, but the leave includes the time needed to travel to the appointment and any waiting time needed at the appointment, and can be for a maximum of six-and-a-half hours on each occasion.

You should endeavour to give as much notice as possible of when you need the time off for the antenatal appointment and, wherever possible, arrange them as near to the start or end of the working day as possible.

Amount of paternity leave

If you qualify, you will be entitled to one or two consecutive weeks' paternity leave. You may choose to take only one week, but you will then have no right to take another week at a later date. You may not take odd days as leave.

Commencement of paternity leave

You can start your paternity leave, in the case of birth, from the actual day of the child's birth or, in the case of adoption, the date of placement for adoption. Alternatively, you can start paternity leave from a date of your choice falling after the date of the child's birth or the date of placement for adoption.

You must take paternity leave within 56 days of the actual date of birth/placement of the child.

Notification requirements

In the case of birth, you must notify your manager of your intention to take paternity leave by the end of the 15th week before the EWC. If this is not reasonably practicable, you must give notice as soon as is reasonably practicable.

In the case of adoption, notice must be given within 7 days of the adopter being notified of the match, unless this is not reasonably practicable, in which case you must give the notification as soon as reasonably practicable.

You must tell your manager:

- a. of the week in which the baby is expected or the expected date on which the child is to be placed for adoption;
- b. whether you want to take one or two weeks of paternity leave;
- c. when you want to start your leave; and
- d. in cases of adoption, the date on which the adopter was notified of being matched.

You may change the date on which you want to start your paternity leave, provided that you give your manager at least 28 days' notice in writing unless this is not reasonably practicable, in which case you should give the notice as soon as reasonably practicable.

You will be required to provide a self certificate confirming that your absence is for the purposes of caring for the child or supporting the child's mother or adopter, and that you meet the eligibility criteria set out in paragraphs 3(a) to 3(d) above.

Statutory paternity pay

You may be entitled to Statutory Paternity Pay ("SPP") during your paternity leave.

To qualify for SPP you must:

- a. meet the eligibility criteria set out in paragraphs 3(a) to 3(d) above;
- b. have normal weekly earnings of not less than the lower earnings limit for the payment of National Insurance contributions;
- c. have complied with the notification requirements in paragraphs 7 to 11 above; and

- d. in cases of adoption, have elected to receive SPP instead of SAP.

To claim SPP you must give your manager 28 days' notice in writing of the date on which you wish the paternity pay period to start unless this is not reasonably practicable, in which case you must give notice as soon as reasonably practicable. You must also confirm in writing that you meet the eligibility criteria set out in paragraphs 3(a) to 3(d) above.

The rate of SPP is the same as the lower statutory weekly rate of statutory maternity pay. Current rates are available from your manager.

Your SPP will be paid directly into your bank account on the same date that your salary would have been payable and will be subject to deductions for tax and National Insurance contributions in the usual way.

Rights during paternity leave

During your paternity leave all contractual benefits will continue in accordance with your terms and conditions of employment, except salary and pension contributions.

If the Company is making contributions to a pension scheme on your behalf prior to your paternity leave, it will continue to make such pension contributions during any period of paid paternity leave provided that you continue to make pension contributions. The Company's pension contributions will continue to be based on your normal salary rather than your SPP. However, while your pension contributions must continue at the same percentage of pay they can be based on the SPP which you are receiving, rather than your normal salary. If you wish to continue your contributions based on your normal salary, you should advise your manager accordingly.

Where your paternity leave takes place at the end of the Company's holiday year you may be required to take your accrued holiday before the commencement of your leave. In cases where this is not possible, you will be entitled to carry over your accrued but untaken holiday, but may be required to take this on dates specified by the Company.

Rights on return to work

You are entitled to return the same job as you had before your paternity leave, unless your paternity leave followed a period of:

- a. additional maternity leave; or
- b. additional adoption leave; or
- c. more than 4 weeks parental leave.

If any of these apply, you are entitled to return to the same job unless it is not reasonably practicable for you to do so, in which case you are entitled to return to a suitable appropriate job.

Adoption leave

This policy sets out the Company's position on leave and pay when children are placed for adoption. Both paid adoption leave and paid paternity leave are available if you are eligible.

This policy only applies to employees of the Company. Agency workers should contact their agency in respect of their entitlements.

Introduction

Adoption leave is available to adoptive parents when they have been newly matched with a child for adoption. Provided they qualify, one parent will be entitled to take adoption leave and the other may take paternity leave. Adoption leave cannot be split between adoptive parents, although you may be eligible for Shared Parental Leave. If you are adopting a child from overseas, slightly different requirements apply. You should contact your manager for details.

Eligibility

To be entitled to adoption leave you must be newly matched with a child for adoption and have agreed the date of placement with the adoption agency.

Adoption leave is only available when you are newly matched to the child and therefore, for example, step parents adopting their partner's child are not entitled to adoption leave. This is because the purpose is to give time to establish a relationship with the child.

Amount of adoption leave

You are entitled to 26 weeks' ordinary adoption leave ("OAL") followed by up to 26 weeks additional adoption leave ("AAL") (giving a total of 52 weeks' leave). The amount of leave is not affected by the number of children placed with you for adoption.

Notice requirements

You must inform your manager within 7 days of being notified by your adoption agency that:

- a. you have been matched with a child for adoption;
- b. when the placement is expected to start; and
- c. the date that you want adoption leave to start.

If you wish to change your mind about the date on which you wish to start your leave you must give your manager at least 28 days' notice.

Evidence of entitlement

You must provide the Company with documentary evidence from your adoption agency confirming the name and address of the agency, the name and date of birth of the child, the date you were notified of being matched and the date the agency expects the child to be placed with you.

Time off for adoption or antenatal appointments

Once you have told us that you are adopting a child, you will be entitled to time off work to attend your adoption appointments.

The right to time off work is limited to a maximum of six-and-a-half hours for each appointment.

If you are adopting a child alone, you are entitled to take paid time off to attend up to five adoption appointments. If you are adopting a child jointly, one of you can elect to take paid time off to attend up to five adoption appointments. The other adoptive parent is entitled to take unpaid time off to attend up to two adoption appointments.

The parent who takes paid time off is not entitled, later on, to take paternity leave in respect of the child.

The appointment must have been arranged by or at the request of the adoption agency. The time off must be taken before the date on which the child is placed with you for adoption.

The purpose of the adoption appointment is to enable you to have contact with the child (for example, to bond with them before the placement) and for any other reason connected with the adoption (for example, to meet with the professionals involved in the care of the child).

We may ask you to provide proof, such as a letter or email from the adoption agency confirming the date and time of the appointment and that the appointment has been arranged by, or at the request of, the adoption agency. In the case of joint adopters, we may also ask you to sign a declaration confirming your decision to take either paid or unpaid time off.

If you intend to apply for a parental order and expect to become the child's legal parent in a surrogacy arrangement, you are entitled to unpaid time off work to accompany the surrogate at up to two antenatal appointments.

You should give your line manager as much notice as possible of your adoption or antenatal appointments and, wherever possible, try to arrange them outside your core hours/as near to the start or end of the working day.

Commencement of adoption leave

Adoption leave may start up to 14 days before the expected date of placement, or from the actual date of placement.

Rights during adoption leave

During OAL and AAL, you will be entitled to all contractual benefits in accordance with your terms and conditions except salary and pension contributions.

Where your adoption leave takes place at the end of the Company's holiday year you may be required to take accrued holiday before the commencement of your leave. In cases where this is not possible you will be entitled to carry over your accrued but untaken holiday.

Statutory adoption pay

You may be entitled to statutory adoption pay ("SAP") during your adoption leave. SAP is paid to you for up to 39 weeks.

To qualify for SAP, you must:

- a. have been continuously employed by the Company for at least 26 weeks by the end of the week in which you are notified of being matched;
- b. have complied with the notice requirements in paragraph 7; and
- c. have average weekly earnings of not less than the lower earnings limit for the payment of National Insurance contributions.

If the Company is making contributions to a pension scheme on your behalf prior to your adoption leave, it will continue to make such pension contributions during any period of paid adoption leave provided that you continue to make contributions. The Company's pension contributions will continue to be based on your normal salary rather than your SAP. However, while your pension contributions must continue at the same percentage of pay they can be based on the SAP which you are receiving, rather than your normal pay. If you wish to continue your contributions based on your normal salary, you should advise your manager accordingly. The Company will not make pension contributions during any period of unpaid adoption leave. If you wish to make contributions during unpaid adoption leave you should contact your manager.

SAP is calculated on the same basis as Statutory Maternity Pay. The exact amount of SAP that you are entitled to receive will vary depending on your salary and the amount of adoption leave taken. You can expect to receive 90% of your normal weekly earnings for the first 6 weeks followed by the lower statutory rate for up to 33 weeks. If you receive a pay rise during your adoption leave, the Company will recalculate your entitlement to and level of SAP for the first 6 weeks applying your salary following the pay rise.

Keeping in touch days and contact during leave

You may agree with the Company to work for up to 10 days during your adoption leave, without bringing your adoption leave to an end or losing your adoption pay for the weeks in which you work.

Work for this purpose can include training or other activities for the purpose of keeping in touch with the Company.

This right does not allow you to require the Company to allow you to work during adoption leave, nor does it allow the Company to require you to work during adoption leave.

You will be paid according to your usual salary for each day of work undertaken during adoption leave. (This will include any entitlement which you have to SAP for that day.)

The Company shall be entitled to contact you while you are on leave to discuss matters such as your return to work regardless of whether or not it has been agreed for you to work any keep in touch days. You will not be paid for such contact, which will normally be kept to a minimum.

Returning to work

If you return to work at the end of OAL or AAL, you do not need to give notification in advance of the date of your return.

If you intend to return to work before the end of your adoption leave entitlement (whether OAL or AAL) you must give your manager at least 8 weeks' notice of the date you intend to return. If you fail to do so, the Company can postpone your return until such date as will give the Company 8 weeks' notice, provided this is not later than the end of the adoption leave period.

If you do not wish to return to work after adoption leave you must give the Company notice of your resignation in accordance with your contract of employment.

Transfer of leave

You may opt to end your adoption leave early and share the remaining period of leave as shared parental leave with the father of the child, your husband, civil partner or partner (including same sex), for the purpose of caring for a child under the age of one. Please see the Shared Parental Leave Policy for more details.

Rights on return

If you return after a period of OAL, you are usually entitled to return to the same job you held prior to your leave.

If you return after a period of AAL you are entitled to return to the same job you held before your leave, unless this is not reasonably practicable, in which case you are entitled to return to a suitable and appropriate alternative job.

Shared parental leave

About this policy

This policy outlines the arrangements for shared parental leave and pay in relation to the birth or adoption of a child.

This policy only applies to employees. It does not apply to agency workers or self-employed contractors.

Frequently used terms

The definitions in this paragraph apply in this policy.

“Expected week of childbirth” or “EWC” means the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

“Parent” means, in relation to the birth of a child, one of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's Partner if not the father).

Or, in relation to the adoption of a child, you or your Partner.

“Partner” means your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew (in the case of adoption, the individual must hold this relationship at the time the child is placed for adoption).

“Qualifying Week” means, in relation to the birth of a child, the fifteenth week before the EWC.

means, in relation to the adoption of a child, the week the adoption agency notifies you that you have been matched with a child for adoption.

What is shared parental leave?

Shared parental leave (“SPL”) is a form of leave that may be available if your child is expected to be born, or where an adoption agency places a child with you and/or your Partner, on or after 5 April 2015.

It gives you and your Partner more flexibility in how to share the care of your child in the first year after birth or adoption than simply taking maternity, paternity or adoption leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

Entitlement to SPL

Birth conditions

You are entitled to SPL in relation to the birth of a child if:

- a. you are the child's mother, and share the main responsibility for the care of the child with the child's father (or your Partner, if the father is not your Partner);
- b. you are the child's father and share the main responsibility for the care of the child with the child's mother; or
- c. you are the mother's Partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.

If you are the child's father or the mother's Partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).

Adoption conditions

You may be entitled to SPL if an adoption agency has placed a child with you and/or your Partner for adoption and you intend to share the main responsibility for the care of the child with your Partner.

Either you or your Partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.

If your Partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay under our Paternity Leave Policy. You should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.

The total amount of SPL available is 52 weeks, less the weeks of adoption leave taken by either you or your Partner (or the weeks in which your Partner has been in receipt of SAP if they were not entitled to adoption leave).

General conditions

The following conditions must also be fulfilled:

- a. you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;

- b. the other Parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and had average weekly earnings of at least £30 during 13 of those weeks; and
- c. you and the other Parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP), maternity allowance (MA), adoption leave or statutory adoption pay (SAP) periods.

Opting in to shared parental leave and pay

Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:

- a. your name and the name of the other Parent;
- b. in relation to the birth of a child:
 - i. if you are the child's mother, the start and end dates of your maternity leave;
 - ii. if you are the child's father or the mother's Partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- c. in relation to adoption leave:
 - i. if you are taking adoption leave, your adoption leave start and end dates;
 - ii. if you are not taking adoption leave, your Partner's adoption leave start and end dates, or if your Partner is not entitled to adoption leave, the start and end dates of their SAP;
- d. the total SPL available, calculated in accordance with paragraph 9 (in relation to the birth of a child) or paragraph 13 (in relation to the adoption of a child);
- e. how many weeks of the available SPL will be allocated to you and how many to the other Parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- f. if you are claiming statutory shared parental pay ("ShPP"), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period or SAP taken or to be taken);
- g. how many weeks of the available ShPP will be allocated to you and how much to the other Parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- h. an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and

- i. declarations by you and the other Parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

Ending your maternity or adoption leave

If you are the child's mother or you take or intend to take adoption leave and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity or adoption leave (a curtailment notice). The notice must state the date your maternity or adoption leave will end. You can give the notice before or after you give birth or your adoption leave starts, but you must take at least two weeks' maternity or adoption leave after the birth or placement of your child.

You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme or a written declaration that the other Parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

The other Parent may be eligible to take SPL from their employer before your maternity or adoption leave ends, provided you have given the curtailment notice.

The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if your maternity or adoption leave has not yet ended and one of the following applies:

- a. if you realise that neither you nor the other Parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
- b. if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
- c. if the other Parent has died.

Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless you revoked it in the circumstances in paragraph 19 b. above.

Ending your partner's maternity or adoption leave or pay

If you are not the mother, and she is still on maternity leave or claiming SMP or MA (in relation to the birth of a child), or if your Partner is taking adoption leave or claiming SAP from their employer (in relation to the adoption of a child), you will only be able to take SPL once the mother (in relation to the birth of a child) or your Partner (in relation to the adoption of a child) has either:

- a. returned to work;
- b. given their employer a curtailment notice to end their maternity or adoption leave;
- c. given their employer a curtailment notice to end their SMP or SAP (if entitled to SMP or SAP but not maternity or adoption leave); or
- d. given the benefits office a curtailment notice to end MA (in relation to the birth of a child where the mother is not entitled to maternity leave or SMP).

Evidence of entitlement

You must also provide on request:

- a. the name and address of the other Parent's employer (or a declaration that they have no employer); and
- b. in relation to the birth of a child, a copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); or
- c. in relation to the adoption of a child, one or more documents from the adoption agency showing the agency's name and address and the expected placement date.

Booking your SPL dates

Having opted into the SPL system you will need to give a period of leave notice telling us the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim ShPP, if applicable.

If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.

You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph 34). In exceptional circumstances we may allow you to give more than three period of leave notices but there is no obligation for us to do so.

Procedure for requesting split periods of SPL

In general, a period of leave notice should set out a single continuous block of leave. We may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least a week) with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

You must submit a period of leave notice setting out the requested pattern of leave at least eight weeks before the requested start date. If we are unable to agree to your request straight away, there will be a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:

- a. choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
- b. withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

Changing the dates or cancelling your SPL

You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.

You can change the start date for a period of leave, or the length of the period of leave, by notifying us in writing at least eight weeks before the original start date and the new start date.

You do not need to give eight weeks' notice if you are changing the dates of your SPL because your child has been born earlier than the EWC, where you wanted to start your SPL a certain length of time (but not more than eight weeks) after birth. In such cases please notify us in writing of the change as soon as you can.

You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date and the new end date.

You can combine split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date of the first period.

You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between. We will consider any such request as set out in paragraphs 26 to 27.

A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:

- a. the variation is a result of your child being born or placed for adoption earlier or later than the EWC or the expected placement date;
- b. the variation is at our request; or
- c. we agree otherwise.

Shared parental pay

You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP, MA or SAP claimed by you or your Partner) if you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year.

Other terms during shared parental leave

Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over, but you may be required to take it on dates specified by the Company. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform the Head of Business Operations that you wish to make up any shortfall.

Keeping in touch

We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work. You will not be entitled to be paid for this time.

You may ask or be asked to work (including attending training) on up to 20 keeping in touch days during your SPL. This is in addition to any keeping in touch days that you may have taken during maternity or adoption leave. Keeping in touch days are not compulsory and must be discussed and agreed with your manager.

You will be paid at your normal basic rate of pay for time spent working on a keeping in touch day and this will be inclusive of any shared parental pay entitlement.

Returning to work

If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement.

If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request paid holiday or ordinary parental leave (see our Parental Leave Policy), subject to the needs of the business.

You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

- a. if your SPL and any maternity, paternity or adoption leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
- b. if you took SPL consecutively with more than four weeks of ordinary parental leave.

If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

Parental leave

Introduction

Parental leave is unpaid time off work for the purpose of caring for a child. It may be taken by mothers or fathers and by natural or adoptive parents.

This policy only applies to employees of the Company. Agency workers should contact their agency in respect of their entitlements.

Eligibility

To be entitled to take parental leave you must:

- a. have at least one year's continuous employment with the Company at the date that the leave commences;
- b. have parental responsibility for the child or, in the case of a father without parental responsibility, be legally registered as the child's father; and
- c. be taking the leave to take care of the child.

Amount of parental leave

You can take up to 18 weeks' parental leave for each child. Parental leave can be taken up to the child's 18th birthday.

You can take up to a maximum of 4 weeks' parental leave per child per year. You may only take parental leave in blocks of one week, except if your child is entitled to Disability Living Allowance when leave of less than one week may be taken.

Notice requirements

You must give a minimum of 21 days' notice to the Company of your intention to take parental leave. You must state the exact day on which you wish to start your leave and how many weeks you wish to take.

Evidence of entitlement

You may be required to provide evidence to confirm you are the parent of the child or you have legal responsibility for the child. You may also be asked to specify how much, if any, parental leave has been taken with a former employer.

Postponement of parental leave

Parental leave can be postponed in some circumstances where the business of the Company would be unduly disrupted although this will not be the case when the leave is to be taken immediately after the birth or adoption of a child.

Rights during parental leave

During your absence on parental leave you will not be entitled to your contractual benefits or salary. However, your statutory holiday entitlement will continue to accrue. Some provisions of your contract will continue to apply.

Where your parental leave takes place at the end of the Company's holiday year you may be required to take accrued holiday before the commencement of your leave. In cases where this is not possible you will be entitled to carry over your accrued but untaken holiday, but may be required to take this on dates specified by the Company.

Return to work

After a period of parental leave you are usually entitled to return to the same job you held before your leave so long as the leave was for a period of 4 weeks or less.

If the period of parental leave was longer than 4 weeks, or if your parental leave has been combined with some other types of leave, you are entitled to return to the same job you held before your leave or, if this is not reasonably practicable, to return to a suitable and appropriate alternative job.

Leaving the company

Termination of employment

The company may terminate your employment with immediate effect without notice or payment in lieu of notice, if in its opinion you are guilty of gross misconduct.

On leaving the company, we encourage you to use up all of your annual leave allowance, however in exceptional circumstances, we will pay you for a maximum of 3 days in your final pay check on the 26th day of the month in which you leave.

On the termination of your employment you are required to immediately return all property in your possession belonging to the company, including all documents and any copies, security passes, keys and associated equipment including laptops, any accessories and mobile phones. You may be asked to give confirmation that you have done this.

An Exit Interview will be conducted before you leave.

Retirement age

The company will not require employees to retire from employment upon reaching a particular age. We recognise the value and contributions of our employees and we wish to retain the skills and experience of all employees within the business.

Employees may however, request to retire if they choose. The company recommends that any employees who are contemplating retirement should consider their pension provision and seek independent financial advice before making any final decision in relation to retirement.

An employee who wishes to retire should write to the Chief Executive to confirm his or her decision to retire and the date on which he or she intends that the employment will end. The employee is required to provide at least his or her contractual period of notice before his or her chosen retirement date.

The company will arrange a meeting with the employee to discuss his or her retirement and any necessary arrangements in relation to this. This may, for example, include making arrangements in relation to a handover of the employee's work or responsibilities, assisting with training of other employees or making arrangements in relation to any pension entitlement of the employee.

The company will also write to the employee to formally acknowledge his or her notice to retire and to confirm the date on which employment will end.

Policy on giving references

This policy is designed to assist with reference requests for a former or current employee.

Receiving a request for a reference

It is the organisation's policy that references for a former or current employee may be given only by the employee's line manager or, in their absence, the Head of Business Operations or HR Advisor. No other person in the organisation is permitted to provide a written or verbal reference about current or former employees. Any requests for a reference should be passed to the employee's line manager or, in their absence, the Head of Business Operations or HR Advisor.

Providing the information requested

Any references provided must be in writing. The reference should explain that it is the organisation's policy to respond to requests for information in a standard format. The only factual information that may be provided is:

- the dates of the employee's employment with the organisation;
- the employee's job title;
- a short description of the employee's key job duties and level of responsibility;
- any jobs that the employee held within the organisation prior to the job held at the date of termination (or the current job), and for how long they performed these jobs;
- where the employee has left the organisation, the reason for termination of employment, for example resignation, redundancy, or the expiry of a fixed-term contract.

The individual providing the reference must not provide personal opinions about the individual's performance or conduct. It is the responsibility of the author of the reference to ensure that the information provided is true, accurate, fair and not misleading.

A disclaimer should be included in the reference making it clear that, while the information provided is, to the best of the organisation's knowledge, completely accurate, the organisation cannot accept any liability for decisions based on it.

The reference must be marked "private and confidential" and "for the addressee only" to maintain confidentiality.

Retaining a copy of the reference

If the reference has been provided by the employee's line manager this should be emailed to the Head of Business Operations who will retain a copy of the reference/s securely for 12 months. Thereafter, the reference should be disposed of securely.

Data & Information Security

This document sets out the measures to be taken by all employees of Berkshire LEP (the “Company”) and by the Company as a whole in order to protect data (electronic and otherwise) collected, held, and processed by the Company, and to protect the Company’s computer systems, devices, infrastructure, computing environment, and any and all other relevant equipment (collectively, “IT Systems”) from damage and threats whether internal, external, deliberate, or accidental.

For the purposes of this Policy, “data” shall refer to the following type(s) of data:

- Individual emails and contacts
- CRM data
- Personal data to include Board and Forum members, Job Applicants, Staff, Enterprise Advisors
- ESFA data sharing

For the purposes of this Policy, “personal data” shall carry the meaning defined in Article 4 of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”): any information relating to an identified or identifiable natural person (a “data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

Key Principles

All IT Systems and data are to be protected against unauthorised access

All IT Systems and data are to be used only in compliance with relevant Company Policies

All personal data must be used only in compliance with the GDPR and the Company’s Information Security Policy.

All employees of the Company and any and all third parties authorised to use the IT Systems and data collected, held, and processed by the Company including, but not limited to, contractors and sub-contractors (collectively, “Users”), must ensure that they are familiar with this Policy and must adhere to and comply with it at all times.

All line managers must ensure that all Users under their control and direction must adhere to and comply with this Policy at all times.

All data must be managed securely in compliance with all relevant parts of the GDPR and all other laws governing data protection whether now or in the future in force.

All data, whether stored on IT Systems or in hardcopy format, shall be;

- available only to those Users with a legitimate need for access
- protected against unauthorised access and/or processing
- protected against loss and/or corruption

All IT Systems are to be installed, maintained, serviced, repaired, and upgraded by the Head of Business Operations and/or IT supplier.

The responsibility for the security and integrity of all IT Systems and the data stored thereon (including, but not limited to, the security, integrity, and confidentiality of that data) lies with the Head of Business Operations unless expressly stated otherwise

The responsibility for the security and integrity of data that is not stored on the IT Systems lies with the Head of Business Operations

All breaches of security pertaining to the IT Systems or any data stored thereon shall be reported and subsequently investigated by the Head of Business Operations.

All breaches of security pertaining to data that is not stored on the IT Systems shall be reported and subsequently investigated by the Head of Business Operations

All Users must report any and all security concerns relating to the IT Systems or to the data stored thereon immediately to the Head of Business Operations

All Users must report any and all security concerns relating to data that is not stored on the IT Systems immediately to the Head of Business Operations

Users' Responsibilities

All Users must comply with all relevant parts of this Policy at all times when using the IT Systems and data

All Users must use the IT Systems and data only within the bounds of UK law and must not use the IT Systems or data for any purpose or activity which is likely to contravene any UK law whether now or in the future in force.

Users must immediately inform the Business Manage where such concerns relate to personal data and of any and all security concerns relating to the IT Systems or data.

Users must immediately inform the Head of Business Operations of any other technical problems (including, but not limited to, hardware failures and software errors) which may occur on the IT Systems.

Any and all deliberate or negligent breaches of this Policy by Users will be handled as appropriate under the Company's disciplinary procedures.

Software Security Measures

All software in use on the IT Systems (including, but not limited to, operating systems, individual software applications, and firmware) will be kept up-to-date and any and all relevant software updates, patches, fixes, and other intermediate releases will be applied at the sole discretion of the Head of Business Operations. This provision does not extend to upgrading software to new 'major releases' (e.g. from version 1.0 to version 2.0), only to updates within a particular major release (e.g. from version 1.0 to version 1.0.1 etc.). Unless a software update is available free of charge it will be classed as a major release, falling within the remit of new software procurement and outside the scope of this provision.

Where any security flaw is identified in any software that flaw will be either fixed immediately or the software may be withdrawn from the IT Systems until such time as the security flaw can be effectively remedied. If the security flaw affects, is likely to affect, or is suspected to affect any personal data, the Head of Business Operations shall be informed immediately.

No Users may install any software of their own, without the approval of the Head of Business Operations. Any software belonging to Users must be approved by the Head of Business Operations and may only be installed where that installation poses no security risk to the IT Systems and where the installation would not breach any licence agreements to which that software may be subject.

Anti-Virus Security Measures

Most IT Systems (including all computers and servers) will be protected with suitable anti-virus, firewall, and other suitable internet security software. All such software will be kept up-to-date with the latest software updates and definitions.

Where any virus is detected by a User this must be reported immediately to the Head of Business Operations who shall promptly take any and all necessary action to remedy the problem. In limited circumstances this may involve the temporary removal of the affected computer or device.

Where any User deliberately introduces any malicious software or virus to the IT Systems this will constitute a criminal offence under the Computer Misuse Act 1990 and will be handled as appropriate under the Company's disciplinary procedures.

Hardware Security Measures

All Users shall be subject to, and must comply with, the provisions of the Company's Mobile Devices policy (see Employee Handbook) when using the IT Systems.

The Head of Business Operations shall maintain a complete asset register of all IT Systems. All IT Systems shall be labelled, and the corresponding data shall be kept on the asset register.

Organisational Security

All Users handling data (and in particular, personal data) shall be required and encouraged to exercise care, caution, and discretion when discussing work-related matters that relate to such data, whether in the workplace or otherwise.

Methods of collecting, holding, and processing data (and in particular, personal data) shall be regularly evaluated and reviewed.

All personal data held by the Company shall be reviewed periodically, as set out in the Company's Data Retention Policy.

The performance of those Users handling personal data shall be regularly evaluated and reviewed.

All Users handling personal data will be bound to do so in accordance with the principles of the GDPR and the applicable Company Policies by contract.

All data must be handled with care at all times and should not be left unattended or on view to unauthorised Users or other parties at any time.

Data Storage Security

All data stored in electronic form, and in particular personal data, should be stored securely on the company's Sharepoint system rather than on individual laptops.

All data stored in hardcopy format or electronically on removable physical media, and in particular personal data, should be stored securely in a locked box, drawer, cabinet, or similar.

Data Protection

The Company collects and processes personal data relating to our current, past and prospective workforce. The Company may also collect and process a range of personal data relating to its customers, clients, suppliers and other business contacts. We recognise the need to treat that information in an appropriate and lawful manner and are committed to protecting the privacy and security of individuals' personal data.

This policy summarises sets out how the Company handles personal data and complies with our data protection obligations. All Employees must read, understand and comply with this policy and any related policies, operating procedures or processes, privacy notices and attend any required training on its requirements.

Our Board have overall responsibility for the effective operation of this policy and for ensuring that the Company implements appropriate practices, processes, controls and training to ensure such compliance. All employees operating at management level have a responsibility to set an appropriate standard of behaviour and to lead by example. They should ensure those they manage adhere to this policy and receive appropriate training to ensure such compliance. The Company

Head of Business Operations is the person with responsibility for overseeing this policy. Questions about this policy, or requests for further information, should be directed to them in the first instance.

Definitions

The following definitions are used throughout this policy:

“Personal data” is any information that relates to a living individual who can be identified from that data (or from that data and other information in our possession). It accordingly excludes anonymous data. Personal data can be factual or it can be an opinion.

“Processing” is any activity that involves use of personal data whether or not by automated means, including collecting, storing, amending, disclosing or destroying it.

“Special categories of personal data” means information about an individual’s racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, physical or mental health, sex life or sexual orientation, genetic data and biometric data.

“Criminal records data” means information about an individual’s criminal convictions and offences, and information relating to criminal allegations and proceedings.

Data protection principles

When processing personal data the Company, and you, must comply with the following data protection principles:

- a. personal data must be processed lawfully, fairly and in a transparent manner;
- b. personal data must only be processed for specified, explicit and legitimate purposes and will not further process that data in a manner incompatible with those purposes;
- c. personal data processed by the Company will be adequate, relevant and limited to what is necessary for the purposes for which it is processed;
- d. personal data must be accurate and, where necessary, is kept up to date and all reasonable steps are taken to ensure that inaccurate personal data is rectified or deleted without delay;
- e. personal data is not kept in a form which permits identification of the individual for any longer than is necessary for the purposes for which it is processed; and
- f. personal data is processed in a manner that ensures appropriate security of the data. It adopts appropriate measures to make sure that personal data is protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.

The Company provides privacy notices to relevant individuals informing them about their rights, how it complies with its data protection obligations, how it collects and uses personal data, the reasons for processing personal data and the legal basis for any such processing. Such information may also be included in its contractual documents with third parties.

The Company must only use personal information for the purposes for which it was collected, unless it reasonably considers that it needs to use it for another reason and that reason is compatible with the original purpose. If the Company needs to use personal information for an unrelated purpose, it must notify the relevant individuals and explain the legal basis which allows it to do so.

The Company must maintain appropriate records of the processing activities for which it is responsible in accordance with the requirements of the General Data Protection Regulation (GDPR).

The Company will provide appropriate training to all Employees about their data protection responsibilities. The level of training will reflect their role's access to personal data and responsibility for implementing this policy.

Third parties

Where the Company engages third parties to process personal data on its behalf, the Company must ensure the third party provides adequate guarantees in terms of data security standards, policies, procedures, security measures in place, reliability and resources to implement appropriate technical and organisational measures to ensure personal data is processed in accordance with both companies' data protection obligations.

The Company must have in place a contract or other legal arrangement with the third party setting out the type of personal data that will be processed, the duration of the processing, the nature and purposes of the processing, the categories of data subjects, the obligations and rights of the Company, the specific tasks and responsibilities of the third party and the requirements around returning or deleting the personal data after completion of the contract.

International data transfers

The GDPR restricts data transfers to countries outside the European Economic Area (EEA) in order to ensure that the level of data protection afforded to individuals by the GDPR is not undermined. You transfer Personal Data originating in one country across borders when you transmit, send, view or access that data in or to a different country.

The Company may only transfer Personal Data outside the EEA in very limited circumstances.

Impact assessments

When appropriate, including where processing is likely to result in a high risk to an individual's rights and freedoms and in the event of all major system or business change programs involving the processing of personal data, the Company will carry out a data protection impact assessment to determine the necessity and proportionality of processing. This will include a description of the processing, its purposes, the Company's legitimate interests if appropriate, an assessment of the risks for individuals and the measures put in place to mitigate those risks. Where the impact assessment indicates the processing involves a high risk that cannot be mitigated by appropriate measures in terms of available technology and costs of implementation we shall consult the supervisory authority prior to the processing.

Data breaches

If the Company discovers that there has been a personal data breach that poses a risk to the rights and freedoms of individuals, we shall report it to the Information Commissioner's Office without undue delay and, where feasible, within 72 hours of discovery. This will include any act or omission that compromises the security, confidentiality, integrity or availability of personal data or the safeguards that the Company or a third party has put in place to protect it that poses a risk to the rights and freedoms of individuals. The Company will record all data breaches.

Where appropriate and if the breach is likely to result in a high risk to the rights and freedoms of individuals, we will tell affected individuals without undue delay that there has been a breach and provide them with information about its likely consequences and the mitigation measures we have taken.

Please note that it is crucial that you notify the Head of Business Operations as soon as you become aware of any potential data breach, regardless of how serious you believe that breach to be. You should preserve all evidence relating to the potential personal data breach.

Data Subjects' Rights

Individuals have a number of rights in relation to their personal data. They have the right to:

- a. access and obtain a copy of the personal data we hold about them on request (also known as a subject access request);
- b. require the Company to correct inaccurate or incomplete personal data;
- c. require the Company to delete or stop processing their personal data where there is no good reason for the Company continuing to process it or where they have exercised their right to object to processing (see below);
- d. object to the processing of their personal data where the Company is relying on its legitimate interests (or those of a third party) as the legal ground for processing; and
- e. request the restriction of processing of their personal data. This enables them to ask the Company to suspend the processing of their personal data, for example if they want the Company to establish its accuracy or the reason for processing it.

To ask the Company to take any of these steps, the individual should send the request to the Head of Business Operations. If you receive any such request, or indeed any request for personal data, this should be referred to the Head of Business Operations immediately.

In some cases, the Company may need to ask for proof of identification and/or require the individual to specify the information or processing activities to which the request relates before a request can be processed. You should not personally respond to any such request for information and any communications should be sent or approved by the Head of Business Operations.

The Company will normally respond to a request within one month from the date the request is received. However, in some cases, such as where the Company processes large amounts of the

individual's personal data, it may respond within three months of the date the request is received. The Company will write to the individual within one month of receiving the original request to tell him/her if this is the case.

If the Company receives a subject access request it will provide the individual with a copy of the personal data requested. This will normally be in electronic form if the individual has made a request electronically, unless he/she agrees otherwise. If the individual wants additional copies, the Company may charge a reasonable fee.

If a subject access request is manifestly unfounded or excessive, the Company is not obliged to comply with it. An individual will not normally have to pay a fee to access their personal information or to exercise any of the other rights listed above. However, the Company may charge a reasonable fee if a subject access request is clearly unfounded or excessive. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which the Company has already responded. If an individual submits a request that is unfounded or excessive, the Company will notify him/her that this is the case and whether or not it will respond to it.

The Company will update personal data promptly if an individual advises that his/her information has changed or is inaccurate. If you receive any information about changes to an individual's personal data, including any change of name, address or other personal details, you should ensure that such request is verified as genuine and then actioned.

If an individual believes that the Company has not complied with their data protection rights, they have the right to complain at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues.

Obligations on Employees

When working for or on behalf of the Company all Employees must:

- a. comply with the Company's commitments set out in this policy when processing personal data;
- b. promptly attend training sessions regarding data protection and data security as requested by the Company and ensure any team members for which you have management responsibility have attended appropriate training dependent on their role;
- c. process personal data on a need to know basis and for authorised and lawful purposes in accordance with the relevant privacy notices only;
- d. ensure that prior to transferring data to a third party or outside the European Economic Area there are adequate security measures in place in compliance with the relevant restrictions set out in this policy;
- e. ensure that when personal data is no longer needed for specified purposes it is deleted or anonymised in accordance with the Company's the data retention guidelines set out in the relevant privacy notice;

- f. comply with your obligations of confidentiality and the Company's information security measures, policies and procedures as put in place from time to time, including those relating to data security, password protection and encryption, use of and access to the Company's IT and communications systems, access to premises, use of personal devices for work purposes and use of removable storage devices;
- g. notify the Head of Business Operations immediately in the event you become aware of or suspect there has been a personal data breach; and
- h. notify the Head of Business Operations immediately in the event you receive a request from an individual exercising their data subjects' rights detailed above. You must not disclose personal data requested without having first verified that person's identity.

All Employees are responsible for helping the Company keep their own personal data up to date. You should let the Company know if personal data you have provided changes, for example if you move house or change your bank account details.

Breaches of this policy

All Employees must comply with this policy and any breaches will be taken very seriously.

Any breaches by an employee are likely to be treated as gross misconduct and result in action being taken under the Company's Disciplinary Procedure up to and including summary dismissal.

If any other (non-employee) member of Employees fails to comply with this policy the Company may decide to stop providing that member of Employees with work or terminate their contract with the Company immediately and without notice or compensation.

Email and Internet

Used unwisely, the internet can be a source of security problems that can do significant damage to the company's data, impede its operational capability, damage its reputation and cost money.

- Users must not knowingly introduce any form of computer virus, Trojan, spyware or other malware into the company.
- Employees must not gain access to websites or systems for which they do not have authorisation, either within the business or outside it.
- Company data should only be uploaded to and shared via approved services. The Head of Business Operations can advise on appropriate tools for sending and sharing large amounts of data.
- Employees must not use or disclose someone else's login or password without authorisation.

Employees must always consider the security of the company's systems and data when using the internet. If required, help and guidance is available from the Head of Business Operations.

Inappropriate content and uses

There are many sources of inappropriate content and materials available online. It is important for employees to understand that viewing or distributing inappropriate content is not acceptable under any circumstances.

Users must not:

- Take part in any activities on the internet that could bring the company into disrepute.
- Create or transmit material that might be defamatory or incur liability for the company.
- View, download, create or distribute any inappropriate content or material.
- Inappropriate content includes: pornography, racial or religious slurs, gender-specific comments, information encouraging criminal skills or terrorism, or materials relating to cults, gambling and illegal drugs.
- This definition of inappropriate content or material also covers any text, images or other media that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.
- Use the internet for any illegal or criminal activities.
- Send offensive or harassing material to others.
- Broadcast unsolicited personal views on social, political, religious or other non-business-related matters.
- Send or post messages or material that could damage the LEP.

Reporting Security Breaches

All concerns, questions, suspected breaches, or known breaches that relate to the IT Systems shall be referred immediately to the Head of Business Operations.

All security breaches, howsoever remedied, shall be fully documented.

Privacy Notice: Employees and former employees

The wording in this document reflects the requirements of the General Data Protection Regulation (GDPR), which came into effect in the UK on 25 May 2018. The company collects and processes personal data relating to its employees and former employees to manage the employment relationship. In this regard, the company is committed to being transparent about how it collects and uses that data and to meeting its data protection obligations.

What information does the company collect?

The company collects and processes a range of information about you. This includes:

- your name, address and contact details, including email address and telephone number and date of birth;
- the terms and conditions of your employment;
- details of your qualifications, skills, experience and employment history, including start and end dates, with previous employers and with the company;
- information about your remuneration, including entitlement to benefits such as pensions
- details of your bank account and national insurance number;
- information about your next of kin and emergency contacts;
- information about your nationality and entitlement to work in the UK;
- details of your schedule (days of work and working hours) and attendance at work;
- details of periods of leave taken by you, including holiday, sickness absence, family leave and sabbaticals, and the reasons for the leave;
- details of any disciplinary or grievance procedures in which you have been involved, including any warnings issued to you and related correspondence;
- assessments of your performance, including appraisals, performance reviews and ratings, performance improvement plans and related correspondence;
- information about medical or health conditions, including whether or not you have a disability for which the company needs to make reasonable adjustments; and

The company may collect this information in a variety of ways. For example, data might be collected through application forms, CVs or resumes; obtained from your passport or other identity documents such as your driving licence; from forms completed by you at the start of or during employment (such as benefit nomination forms); from correspondence with you; or through interviews, meetings or other assessments.

In some cases, the company may collect personal data about you from third parties, such as references supplied by former employers. Data is stored in a confidential Dropbox folder.

Why does the company process personal data?

The company needs to process data to enter into an employment contract with you and to meet its obligations under your employment contract. For example, it needs to process your data to provide you with an employment contract, to pay you in accordance with your employment contract and to administer your pension.

In some cases, the company needs to process data to ensure that it is complying with its legal obligations. For example, it is required to check an employee's entitlement to work in the UK, to deduct tax, to comply with health and safety laws and to enable employees to take periods of leave to which they are entitled.

Some special categories of personal data, such as information about health or medical conditions, are processed to carry out employment law obligations (such as those in relation to employees with disabilities).

Who has access to data?

Your information may be shared internally, i.e. with the CEO, HR Advisor or Head of Business Operations.

The company shares your data with third parties in order to obtain pre-employment references from other employers.

The company also shares your data with third parties that processes data on its behalf.

How does the company protect data?

The company takes the security of your data seriously. The company has internal policies and controls in place to try to ensure that your data is not lost, accidentally destroyed, misused or disclosed, and is not accessed except by its employees in the performance of their duties.

Where the company engages third parties to process personal data on its behalf, they do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

Your rights

As a data subject, you have a number of rights. You can:

- access and obtain a copy of your data on request;
- require the company to change incorrect or incomplete data;
- require the company to delete or stop processing your data, for example where the data is no longer necessary for the purposes of processing; and
- object to the processing of your data where the company is relying on its legitimate interests as the legal ground for processing.

If you would like to exercise any of these rights, please contact the Head of Business Operations.

If you believe that the company has not complied with your data protection rights, you can complain to the Information Commissioner, <https://ico.org.uk/concerns/>

What if you do not provide personal data?

You have some obligations under your employment contract to provide the company with data. In particular, you are required to report absences from work and may be required to provide information about disciplinary or other matters under the implied duty of good faith. You may also have to provide the company with data in order to exercise your statutory rights, such as in relation

to statutory leave entitlements. Failing to provide the data may mean that you are unable to exercise your statutory rights.

Certain information, such as contact details, your right to work in the UK and payment details, have to be provided to enable the company to enter a contract of employment with you. If you do not provide other information, this will hinder the company's ability to administer the rights and obligations arising as a result of the employment relationship efficiently.

How long is the information retained for?

Your personal data will be retained by the company as part of your employee file for the duration of your employment and then for six years from the end of your employment. This includes your references from previous employers.

Mobile devices

The aim of this policy is to provide guidance to all employees on the appropriate use and management of mobile devices (including, but not limited to, laptops, tablets, and smartphones). This policy applies to all employees who use a mobile devices and is based on the following guiding principles:

- The use of a mobile device is reasonable, appropriate, lawful and in accordance with company requirements
- Employees are aware and comply with this policy
- Mobile devices provided by the company, are owned by the company; and individuals are responsible for the care and security of any mobile phone issued to them.

Employees are responsible for:

- Ensuring the implementation of this company Mobile devices policy
- Reporting any loss of a company mobile device immediately to the police, the company and, where applicable, the relevant mobile phone provider i.e. O2 (via the Head of Business Operations)
- Reporting any damage of a company mobile device immediately to the Head of Business Operations

Passwords and PIN codes

Employees must ensure that where security settings are available they should be enabled at all times. This may be in the form of a password or PIN (personal identification number) code. It is the responsibility of the user to record the password/PIN securely and pass this on to the Head of Business Operations on return of a mobile device.

Using mobile phones whilst driving

The use of a hand-held mobile phone, or other hand-held device that performs an interactive communication function by transmitting or receiving data, whilst driving is an offence, which can result in points on your driving license and a fine incurred.

Even the use of a hands-free mobile phone or other interactive communication device whilst driving reduces concentration and increases the likelihood of an accident occurring. For this reason, mobile phones and other interactive communication devices, whether hand-held or hands free, must not be used by any employee whilst driving and on Company business.

Each employee is responsible for their own actions with regard to the use of a hand-held mobile phone whilst driving and the Company does not accept liability for any employee who is prosecuted for using a hand held mobile whilst driving, even whilst on Company business. Any fines/endorsements resulting from such activity will be the responsibility of the individual employee.

Long-term user absence

Where employees are on maternity leave or other long-term absence, including secondment, they should ensure that the mobile device is returned to the Head of Business Operations.

Should an employee fail to return their mobile device to the Company they will be held responsible for any calls and line rental incurred until the device is either returned to the Company or disconnected.

Return of company equipment

Any employee who leaves the company is required to return their mobile devices along with SIM card, cases and chargers at an agreed time. The Head of Business Operations will examine the devices to verify it is the correct device and is in working condition.

Security and safeguarding of a company equipment

All equipment provided by the Company should always be transported securely and handled with care. In circumstances where such mobile devices are to be left unattended they should be placed inside a lockable case or other suitable container. Users should make all reasonable efforts to avoid such mobile devices from being left unattended at any location [other than their private homes or Company premises]. If any such mobile device is to be left in a vehicle it must be stored out of sight and, where possible, in a locked compartment.

Loss or damage of a company mobile device

It is the responsibility of the user to insure the device against accidental loss/damage. If damage occurs to the device through no fault of the user, the company may pay the insurance excess, or the cost of repair.

Loss or damage through inappropriate use, lapse of security or delays in reporting lost or stolen devices will incur costs to the user in respect of replacement charges and call costs.

In the event of loss/damage to an individual's mobile device, the employee will need to report this immediately to the Head of Business Operations.

If a phone is lost outside of normal working hours the employee should report the loss immediately to the phone provider, keep a record of any call reference number and then inform the Head of Business Operations at the earliest opportunity. The contact details are as follows:

From an O2 mobile 8002 (free)

From a landline 0800 028 0202 (free)

From abroad +44 844 809 0200 (free)

Social Media

Employees are encouraged to use social media to make connections, share information and gain knowledge, however, it's important that it is done so in a way that enhances the company's prospects.

Regardless of which social networks employees are using, or whether they're using business or personal accounts on company time, following these simple rules helps avoid the most common pitfalls:

- **Know the social network.** Employees should spend time becoming familiar with the social network before contributing. It's important to read any FAQs and understand what is and is not acceptable on a network before posting messages or updates.
- **If unsure, don't post it.** Employees should err on the side of caution when posting to social networks. If an employee feels an update or message might cause complaints or offence — or be otherwise unsuitable — they should not post it.
- **Be thoughtful and polite.** Many social media users have got into trouble simply by failing to observe basic good manners online. Employees should adopt the same level of courtesy used when communicating via email.
- **Look out for security threats.** Employees should be on guard for social engineering and phishing attempts. Social networks are also used to distribute spam and malware.
- **Don't make promises without checking.** Some social networks are very public, so employees should not make any commitments or promises on behalf of the company without checking that the company can deliver on the promises.
- **Handle complex queries via other channels.** Social networks are not a good place to resolve complicated enquiries and customer issues. Once a customer has made contact, employees should handle further communications via telephone in the first instance.

- **Don't escalate things.** It's easy to post a quick response and then regret it. Employees should always take the time to think before responding and hold back if they are in any doubt at all.

Personal social media rules

- Employees should ensure it is made clear that their social media account **does not represent the company's views** or opinions.
- Employees may wish to **include a disclaimer** in social media profiles: 'The views expressed are my own and do not reflect the views of my employer.'

Monitoring communications

We reserve the right to monitor and where necessary, review the history of communications made via any of its IT and communications systems.

The purpose of this monitoring is to ensure that the company's systems are used primarily to further the business, that they are not used for inappropriate and/or unlawful purposes and that system capacity is sufficient for the needs of the business.

The content of communications will be monitored only where absolutely necessary; however, you should be aware that such monitoring may take place and that the content of your communications using our systems cannot therefore be regarded as completely confidential.

Intellectual Property Rights

The company will enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world and the full term of those rights.

All employees hereby irrevocably waive all moral rights under the Copyright, Designs & Patents Act 1988 and all similar rights in other jurisdiction which he has or will have in any existing or future works.

All employees acknowledge that all Intellectual Property Rights subsisting (or which may in future subsist) in all such inventions and works shall automatically, on creation, vest in Berkshire LEP absolutely.

Health & Wellbeing

Health & Safety

By law (Health & Safety at Work Act 1974) (having more than five employees), Berkshire LEP must have a policy stating how it will manage its health and safety responsibilities.

We will manage health and safety by:

- Controlling the health and safety risks at work
- Involving employees on health and safety issues that affect them
- Making sure that where employees work, and any equipment they use, is safe
- Making sure employees, especially new employees, have relevant information and training on health and safety
- Making sure employees can do their jobs, and are properly trained
- Trying to stop accidents and work-related health problems
- Regularly checking that working conditions are safe and healthy
- Regularly reviewing this policy and making changes if necessary

Responsibility for health and safety

Overall responsibility for health and safety belongs to the Chief Executive; daily responsibility for managing this policy is given to the Head of Business Operations.

The Head of Business Operations has responsibility for:

1. Health & Safety inductions – all new employees should receive training and information about applying this policy

All employees are responsible for:

- Co-operating with people who are responsible for health and safety
- Using safety equipment when it is necessary
- Taking care of their own health and safety
- Reporting health and safety concerns to the right person as written in this policy.

Computers and display screen equipment

Employees who are "users" of display screen equipment (DSE) (also known as visual display units or VDUs) under the Health and Safety (Display Screen Equipment) Regulations 1992, have a legal right to an eye and eyesight test, on request.

By providing eye and eyesight tests, the employer aims to improve the comfort, job satisfaction and performance of employees, by allowing the identification and correction of visual defects and thereby helping to prevent eyestrain, fatigue, stress and headaches.

Definition of a DSE user

A person is a DSE user if the following criteria apply:

- the individual normally uses DSE for continuous or near-continuous spells of an hour or more at a time;
- the individual uses DSE this way on a daily basis;
- fast transfer of information between the user and screen is an important requirement of the job; and
- the individual depends on the use of DSE to do their job; the individual has no discretion over the use of DSE; the individual needs significant training and/or particular skills in the use of DSE to do their job; or the performance requirements of the system demand high levels of attention and concentration, for example where the consequences of error may be critical.

Entitlement to eye and eyesight tests

Eye and eyesight tests, as well as the cost of any glasses, are available through our cash plan, Medicash

~~An eye and eyesight test will be provided, on request, to all employees who work with DSE or who are being recruited to work with DSE. Where an employee working with DSE, who experiences visual difficulties that could be caused by their DSE work, requests an eye and eyesight test, the employer will ensure that this is provided as soon possible after the request is made.~~

~~The employer will provide eye and eyesight tests at regular intervals following the first test.~~

Arrangements and payment for eye and eyesight tests

~~Employees may make their own arrangements with a registered ophthalmic optician or registered medical practitioner with suitable qualifications, and the cost will be reimbursed by the employer on receipt of written confirmation from the examining optician that the eye and eyesight test has been carried out.]~~

Payment for glasses

~~Where an eye and eyesight test shows that glasses are necessary to correct eye or vision defects for the purposes of DSE work, users may choose more costly appliances (for example with designer frames or lenses with optional treatments not necessary for the work) and the employer will contribute a portion of the total cost (up to £70) of a luxury appliance equal to the cost of a basic appliance.]~~

Mental Health and Stress

The Company believes that its employees are its most valuable resource and that their wellbeing is vital to effective performance at work and the continued provision of high quality services. To this end, the Company is committed to providing maintaining and promoting a healthy and supportive working environment.

- Under the terms of the Health and Safety at Work Act 1974, the Company has a duty to ensure the health and safety of its employees as far as is reasonably practical.
- The Management of Health and Safety at Work Regulations 1999 place a duty on the Company to assess and control the degree of stress in the workplace.
- The Equality Act 2010 places a duty on the Company not to discriminate against employees who suffer from a disability under the Act, which includes long term ill health caused by stress at work.

Although the Company has no control over external or personal factors, it is committed to managing stress and risks within its control, and to providing support to employees who are suffering from stress.

Aims of the Policy

- To ensure the physical and mental health of all employees;
- To promote a healthy, safe and friendly working environment and control and reduce risks to mental health;
- To help provide and maintain a supportive and non judgmental working environment;
- To provide effective support to all employees in managing stress and other mental health problems, and to encourage better recognition of mental health issues; and
- To recognise that the prevention of stress is easier than dealing with it once it has arisen.

Stress and its Recognition

Stress is a natural reaction to excessive pressure that is experienced by everybody. When stress is experienced consistently over a period of time, its effects can become detrimental and lead to further and more serious psychological and physical illnesses. Stress itself can be caused by an infinite number of variables which will vary enormously in different individuals. By way of example, personal factors like family problems can easily affect an individual's work, while work based factors like bullying, lack of training or poor working conditions can just as easily spill over into the home.

Recognising stress can be difficult as its effects will vary from person to person but the following signs can sometimes indicate that someone is experiencing difficulty:

- Changes in behaviour;
- Indecisiveness;
- Absenteeism; or

- Increase in the use of tobacco or alcohol.

Although the Company has no control over external factors which may be more difficult to identify the Health and Safety Executive has identified 6 main causes of stress at work which the Company can affect:

- a. Demands made on employees;
- b. The level of control employees have over their work;
- c. The support employees receive from managers and colleagues;
- d. The clarity of an employee's role within the organization;
- e. The nature of relationships at work; and
- f. The way that changes are managed.

The Company is aware that stress is easier to manage before it becomes a problem and with that in mind will endeavour to operate in a fashion that takes all of the above factors into account. The Company will also always be open to discuss how an alteration of one or more of these factors might produce a better working environment.

Principles

- The Company will conduct an annual assessment of the risks to employees' health, both mental and physical, based on data collected from staff at work including absence data, staff turnover, grievance cases, accidents and exit interviews.
- The Company will always listen to any concerns that employees may have. If employees believe that their work is putting their mental health or wellbeing at risk, they should speak to their line manager. All such concerns will be treated with respect and dignity, and employees will be provided with the necessary information to make informed decisions.
- The Company recognises that stress and other mental health issues may require periods of sick leave or absence in order to recover from stress.
- Where necessary the Company will facilitate the managed return to work of employees who have been absent due to stress.
- All cases will be dealt with in accordance with the Company's policy on equality and diversity details of which are available in the Company handbook.
- All discussions, requests for help and advice will be kept strictly confidential and the information gathered will be held in accordance with the Company's Data Protection Policy.
- The Company provides access to an Employee Assistance Programme.

Menopause Policy

Introduction

We are committed to providing an inclusive and supportive working environment for everyone who works here. This policy sets out the rights of employees experiencing menopausal symptoms and explains the support available to them.

Menopause is a natural part of every woman's life, during which they stop having periods and experience hormonal changes such as a decrease in oestrogen levels. Menopause isn't always an easy transition and can be a significant issue in the workplace for those affected but, with the right support, it can be much better. Not every woman will suffer with symptoms related to menopause, but supporting those who do will improve their experience at work.

Definition

Menopause is the time during a woman's life when menstruation periods permanently stop. It is defined as occurring when the individual has experienced no periods for 12 consecutive months and no other biological or psychological cause can be identified. Menopause usually occurs between the ages of 45 and 55 and typically lasts between four and eight years. However, each employee's experience will differ, and menopausal symptoms can sometimes begin before the age of 40. Perimenopause, or menopause transition, begins several years before menopause. An individual may start to experience menopausal symptoms during the final two years of perimenopause.

While symptoms related to menopause vary greatly, they commonly include:

- hot flushes
- night sweats
- anxiety
- dizziness
- fatigue
- memory loss
- depression
- mood swings
- panic attacks
- insomnia
- skin irritation
- headaches
- recurrent urinary tract infections
- joint stiffness, aches and pains
- reduced concentration

- heavy periods

Each of these symptoms has the potential to affect an employee's comfort and performance at work.

Employee support

Employees are encouraged to speak to their line manager if they experience menopausal symptoms to ensure that symptoms are treated as an ongoing health issue rather than as individual instances of ill health. Line managers will maintain an open door policy so that employees feel comfortable in approaching them. Employees who do not wish to discuss the matter with their line manager may find it helpful to have an initial discussion with a trusted colleague or another manager instead. Confidentiality will be maintained at all times.

We offer support to women experiencing menopausal symptoms, including an employee assistance programme at <https://www.axabesupported.co.uk/> as well as being a member of [Wellbeing of Women's](#) Menopause Pledge

External support can be found at:

- Menopause Matters (www.menopausematters.co.uk) which provides information about the menopause, menopausal symptoms and treatment options;
- The NHS (www.nhs.uk), which provides information and treatment options; and
- The Daisy Network (www.daisynetwork.org), a charity which provides support for people experiencing premature menopause or premature ovarian insufficiency.

Reasonable adjustments

We have a duty to provide a safe working environment for all employees and commit to ensuring that suitable adjustments and additional support are available to individuals experiencing menopausal symptoms. We acknowledge that the menopause affects individuals in different ways and so no adjustment will be made without fully discussing it first.

Examples of adjustments include:

- conducting a risk assessment to identify any areas that are a detriment to individuals going through the menopause
- implementing temperature control, such as access to a fan
- allowing flexibility within the Company's dress code where reasonable
- assessing how work is allocated
- considering flexible working patterns e.g. changes to the pattern of hours worked, working from home or a reduction in working hours.

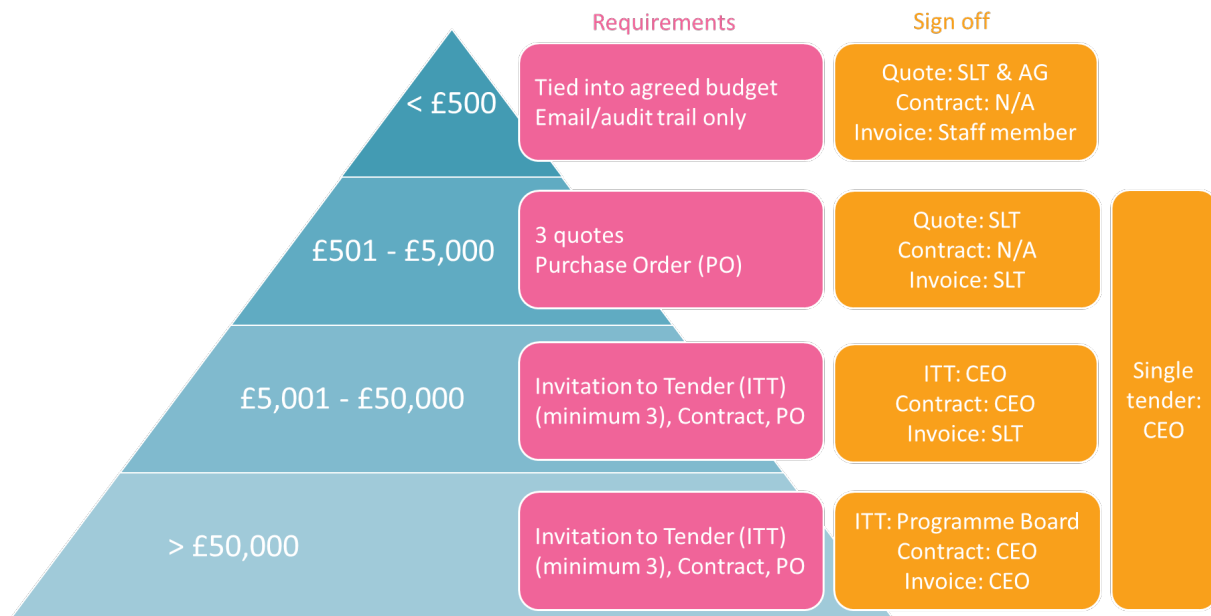
Once the adjustments are agreed, they will be regularly reviewed.

Data Protection

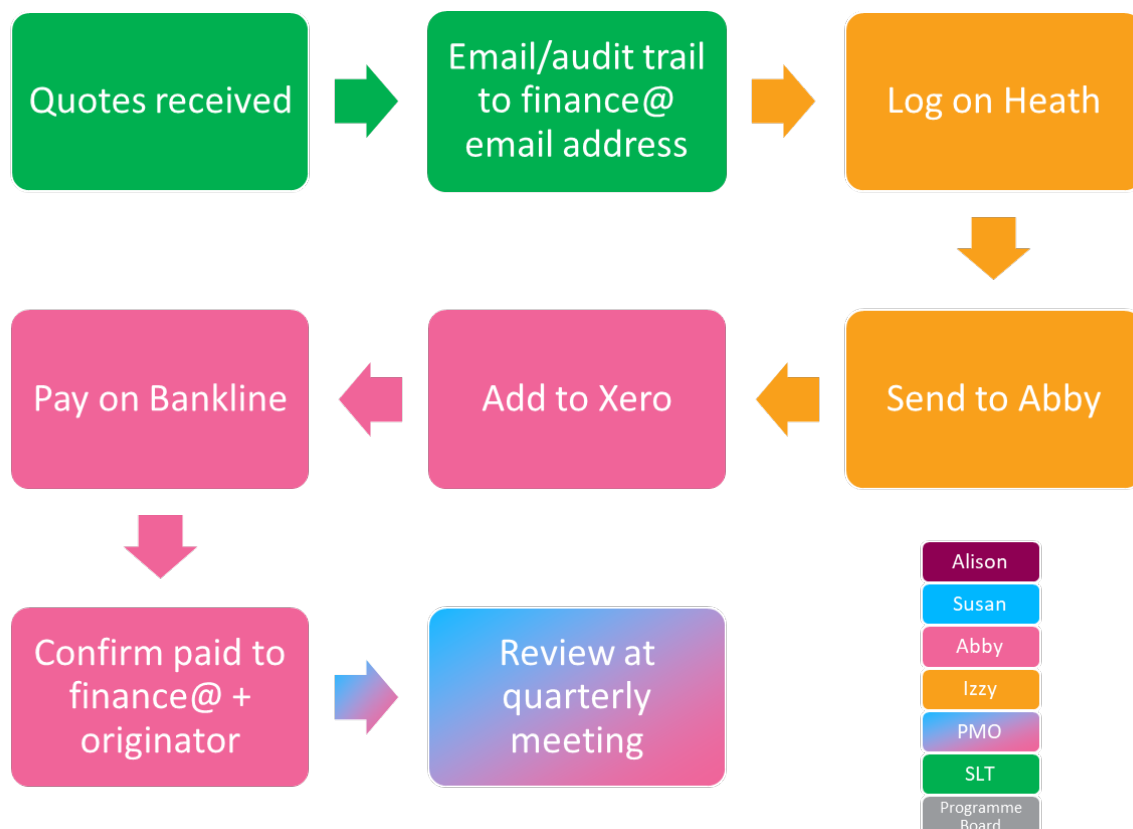
We process your personal data, including special categories of your data, in accordance with our [data protection policy](#).

Procurement

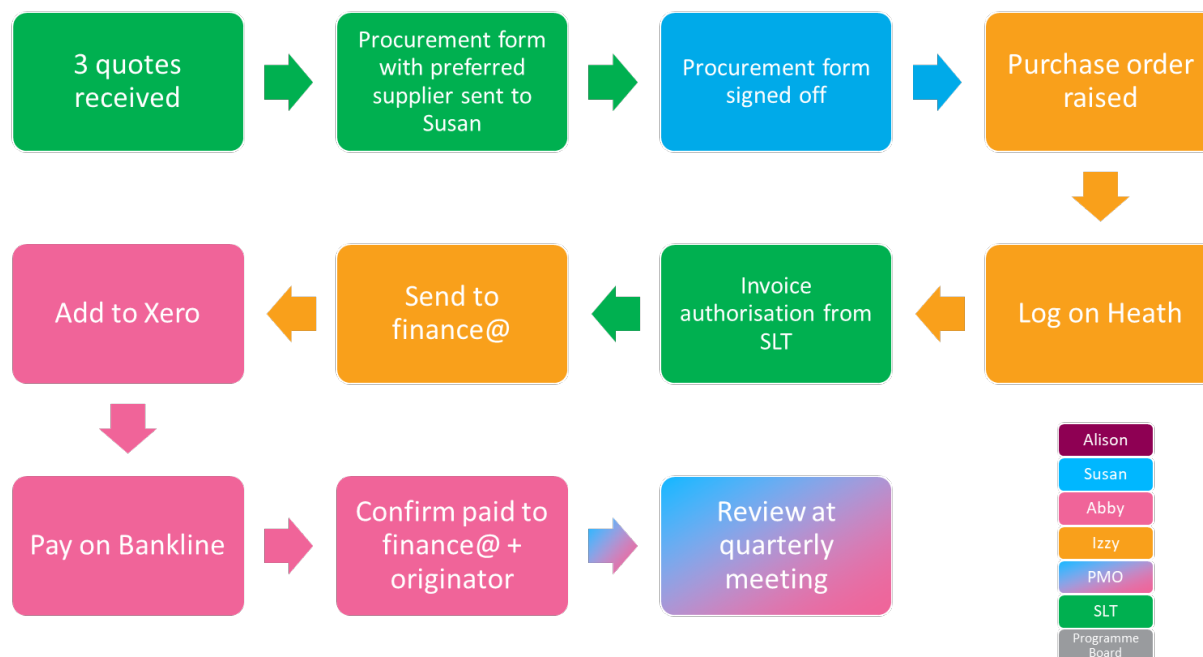
We have designed a multi-level procurement process with sign-off by the SLT and Careers Hub Lead only. No purchases may be made without the relevant process being followed and purchase order being raised:



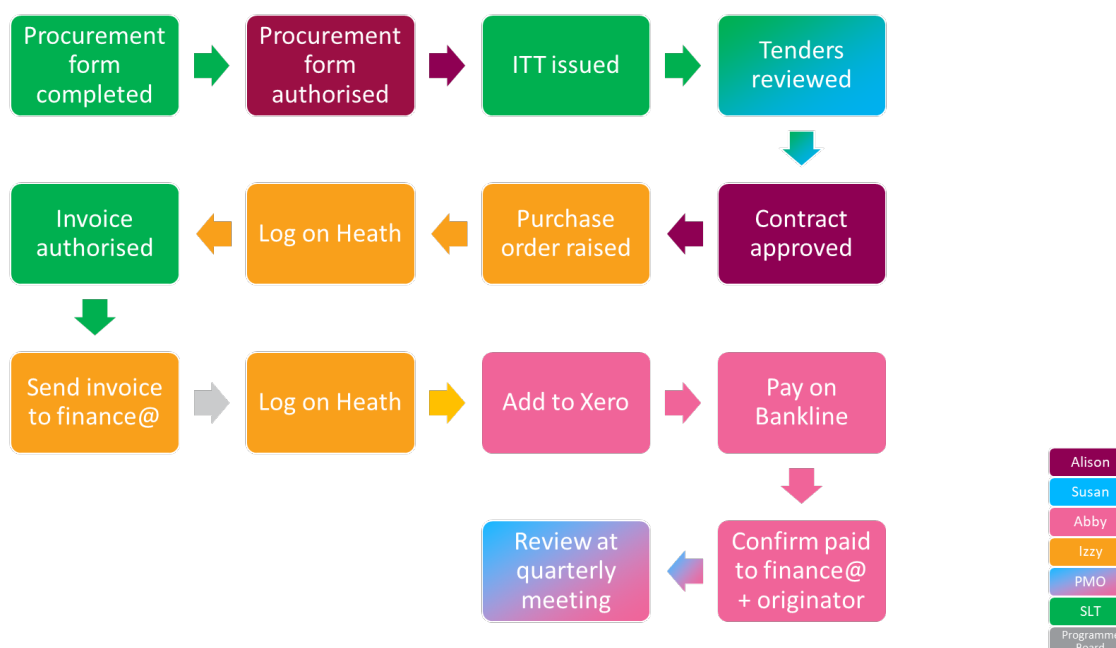
Procurement process: < £500



Procurement process: £501 - £5,000



Procurement process: £5,001 - £50,000



Procurement process: £50,000+



Sustainable procurement

What is Sustainable Procurement?

Sustainable Procurement is a process whereby organisations meet their needs for goods, services and works in a way that achieves value for money on a whole life basis and generates benefits not only to the organisation, but also to society, the economy and the environment.

Sustainable procurement considers the social, economic and environmental consequences of what is procured through all stages of its life-cycle. This includes considering design, resource extraction and sourcing, manufacturing and production, transportation, service delivery, operation and maintenance, reuse, recycling and disposal. It is also about questioning whether the purchase requires to be made at all.

Purpose

The purpose of this policy is to make clear to all Berkshire LEP staff what is meant by Sustainable Procurement and how we propose to work towards achieving it.

We will ensure so far as it is reasonably practicable that our operations are carried out with a heightened awareness to our environmental, economic and social impact.

Objectives

Berkshire LEP's Sustainable Procurement objectives are:

- To comply with all relevant legislation and regulatory requirements

- To promote sustainable awareness amongst suppliers and contractors
- To procure sustainable products and services
- To include sustainable criteria when evaluating offers from potential suppliers
- To undertake training and develop practical tools to increase knowledge and understanding
- To be ethical in our business practices in dealing with our own supply chain
- To treat suppliers fairly, including complying with the letter and spirit of all applicable legislation and upholding our obligations as a signatory to the Prompt Payment code.
- To create a diverse supply chain
- To continuously improve our environmental performance particularly with regards to recycling, reduction of printing and purchasing of non-essential equipment:
- Use recycled or ecologically friendly paper
- Use 'waste' or 'scrap' paper for notepads unless confidentiality may be compromised
- Reduce our consumption of resources and improve the efficiency of those resources by printing double sided where practicable
- Recycle all paper products, ink and toner cartridges
- Comply as a minimum with all relevant environmental legislation as well as other environmental requirements.

Berkshire LEP will also take on board actions that consider our wider environmental, social and governance priorities. These include:

Environmental:

- Conservation of resources, including the use of energy, water and materials. This includes the use of renewable alternatives where possible.
- A circular economy strategy, prioritising the use of sustainable materials and waste minimisation, both within their operations and through reduction of packaging.
- Reducing the impact of deliveries and maximising local sourcing.

Economic & Social:

- Supporting job creation and facilitating opportunities for small-and-medium-sized enterprises (SMEs).
- Encouraging increased participation of Black, Asian, Mixed Race and other ethnically diverse-led enterprise owners in our supply chain.
- Considering the life-cycle cost of products.
- Pay supplier on time in accordance with invoicing terms.

Disciplinary and Grievance Procedures

Disciplinary Procedure

The company's disciplinary procedure endeavours to encourage improvement in individual conduct, performance and attendance and sets out the action that will normally be taken where an individual's conduct, performance or attendance falls below the standards expected by the company.

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This is a guide to the way in which the company will normally operate; it does not form part of your terms and conditions of employment and does not, therefore, give rise to any contractual entitlement on the part of any employee.

Principles

If you are subject to disciplinary action, the following principles will apply:

- An investigation will take place in order to establish the facts and a disciplinary hearing will follow if the investigation finds that there is a case to answer. No disciplinary action will be taken against you unless a disciplinary hearing has taken place.
- Where the company considers it necessary to conduct a proper investigation, or to protect the needs of the business, you may be suspended on full basic pay. You will remain suspended until you are required to attend a disciplinary hearing. Any period of suspension will be kept to a minimum and would not normally exceed 10 working days.
- You will be given a minimum of two days' notice of a disciplinary hearing.
- At every stage you will be advised of the nature of the complaint, be given the opportunity to state your case, and be accompanied by a work colleague of your choice - someone who is a fellow employee, a full-time official employed by a trade union or by a trade union official who has been certified by the unions as having experience of, or having received training in, acting as an employee's companion at disciplinary or grievance hearings. In certain circumstances the company reserves the right to veto your choice of work colleague if their attendance may prejudice the effective progress of the disciplinary procedure.
- If the work colleague is not available at the time proposed for the hearing, an alternative date may be proposed by you so long as it falls within five working days of the date originally set for the hearing.
- Where you are accompanied at a hearing by a work colleague who is also employed by the LEP, the work colleague is entitled to take reasonable time off for this.
- The role of the work colleague is to provide support to you, and s/he may participate in the hearing, e.g. by asking questions. The work colleague may also, if desired, have an

opportunity to confer privately with you for a reasonable time during the hearing. The work colleague may not, however, answer questions on your behalf.

- You will not be dismissed for the first breach of discipline except in the case of an act of gross misconduct, when the outcome will be dismissal without notice and without pay in lieu of notice.
- You will have the right to appeal against any disciplinary action taken against you.
- The disciplinary procedure may be implemented at any stage if your conduct warrants such action.
- We will record the details of any investigation, interview or hearing that takes place during the disciplinary process.
- You will be given access to the records of the investigation subject to the provisions of the Data Protection Act.
- Warnings are effective from the date they are given and are not held in abeyance until the outcome of any appeal.

Informal Discussions/Counselling

Before initiating formal disciplinary action, your line manager will make every effort to resolve the matter by informal discussions with you. This will normally apply to cases of minor misconduct or unsatisfactory performance; however, in cases where matters are more serious or where an informal approach has not worked, we will provide you with a clear signal of its dissatisfaction by taking formal action and thus implementing the disciplinary procedure.

Procedure

Stage One: Highlight the problem

The company's first step is to let you know in writing what it considers you have done wrong and why it is unacceptable. You will be advised that this is the first stage of the disciplinary procedure and that you have the right of appeal.

The letter or note will invite you to a meeting at which the issue will be discussed and where you may be accompanied by a work colleague of your choice - someone who is a fellow employee, a full-time official employed by a trade union or by a trade union official who has been certified by the unions as having experience of, or having received training in, acting as an employee's companion at disciplinary or grievance hearings.

Following the meeting you will be informed whether disciplinary action will be taken or not and, if so, what form this will take. At this stage of the procedure this is likely to be a verbal warning or a file note; the latter will set out:

- the performance problem
- the improvement that is required
- the timescale for achieving this improvement

- a review date
- any support that you will receive to achieve the improvement

The note will remain on your personal file and will be disregarded for disciplinary purposes after six months, subject to satisfactory improvements in your conduct, attendance or work performance.

Stage Two: Written Warning

If the breach of discipline is more serious or where satisfactory improvements have not been made following a formal verbal warning or file note, or where further breaches of discipline occur, a Written Warning will be given. You will be advised of the reason for the warning and that you have the right of appeal. You will also be advised that if satisfactory improvements are not made, then action such as a Final Written Warning or ultimately dismissal will be considered.

A copy of this warning will remain on your personal file and will be disregarded for disciplinary purposes after six months, subject to satisfactory improvements in your conduct, attendance or work performance.

Stage Three: Final Written Warning

If your conduct, attendance or work performance still fails to improve within acceptable standards then a Final Written Warning will be given. This will only apply where the breach of discipline is sufficiently serious to warrant only one warning but is not sufficiently serious to warrant summary dismissal. In this case a first and final warning will be given.

The Final Written Warning will invite you to a meeting at which the issue will be discussed and where you may be accompanied by a work colleague of your choice - someone who is a fellow employee, a full-time official employed by a trade union or by a trade union official who has been certified by the unions as having experience of, or having received training in, acting as an employee's companion at disciplinary or grievance hearings.

As before, you will be given the reasons for the warning and informed that you have the right of appeal. You will also be warned that if acceptable improvements are not achieved then dismissal will result. A copy of this Final Written Warning will remain on your personal file and will be disregarded for disciplinary purposes after twelve months, subject to satisfactory improvements in your conduct, attendance or work performance. In certain circumstances this period may be extended or indefinite.

Stage Four: Dismissal

If there is no satisfactory improvement in your conduct, attendance or work performance or where further breaches of discipline occur then you will be dismissed. If this occurs after a succession of warnings this will normally be with notice. If you are dismissed for gross misconduct this will normally be without notice. Alternatively the company may, at its discretion, downgrade you or suspend you without pay. As before you will have the right to appeal.

Gross Misconduct

The following list provides examples of conduct the company would normally regard as sufficiently serious to warrant summary dismissal. This may be done without previous warnings being given and without pay in lieu of notice:

- Theft or dishonesty in relation to the company, its employees, customers or suppliers
- Falsification of company documentation, e.g. accounting or pay-related documentation, expense claims, etc.
- Serious contravention or failure to comply with the company's computer security procedures
- Removal of company property without authorisation, or removal of another person's property without their consent
- Engaging in employment, trade or business activities that are designed to have a detrimental effect on the interests of the company
- Purporting to act on behalf of the company or any of its associated committees in a manner incompatible with the proper execution of your duties
- Defacing or causing wilful damage to property and/or premises owned or rented by the LEP or any of its suppliers, customers or employees
- Serious breach of the company's health and safety policies or procedures, including operating machinery or other equipment without training or proper authorisation, misusing health and safety equipment, endangering the safety of others, failing to report serious accidents, etc.
- Being unfit for work as a result of the consumption of alcohol or illegal drugs
- Possession or use of illegal drugs on company premises
- Consumption of alcohol on company premises with the exception of approved social events
- Gross insubordination (refusal to carry out duties or reasonable instructions of management)
- Fighting or using threatening, intimidating or abusive language or behaviour on company premises
- Bullying, harassment, or any other serious breaches of the company's policy
- Conviction or formal charge of a criminal offence which directly affects your ability to carry out your job or where your continuing employment has a seriously detrimental effect on the interests of the company
- Unauthorised access to or disclosure of sensitive or confidential information
- Providing false or misleading information on an application for employment
- Unauthorised absence e.g. unauthorised annual holiday, absence without leave, etc.
- Unauthorised access, use or copying of data held by the company
- Wilful negligent corruption of data held by the company
- Using, storing or transmitting unauthorised or pornographic material on company equipment

- Sending malicious, distressing or offensive emails
- Other serious breaches of the company's policies and procedures

This list is not exhaustive or exclusive and offences of a similar nature will be dealt with in the same way.

Appeals

If you wish to appeal against any disciplinary decision you should write to the Chief Executive within seven days of receiving that decision. You will receive written confirmation of the outcome of your disciplinary hearing and it will contain the name of the person to which any appeal should be addressed. Your appeal should contain a brief explanation of the reasons why you disagree with the disciplinary decision. You should send a copy of your appeal letter to the Nominations and Governance Committee of the LEP.

The appeal hearing normally takes place within 14 days and where possible it will be heard by a Director not previously involved in your case. With the exception of appeals against dismissal the decision made at this stage is final.

If you are appealing against dismissal you will have a further right of appeal to the Nominations & Governance Committee. The details of this stage will be described in the letter that you will receive confirming the outcome of your first appeal.

At each stage a work colleague may accompany you. Disciplinary action may not be escalated at an appeal hearing.

Grievance Procedure

It is our policy to ensure that all employees have the opportunity to raise any work-related concerns and have them settled promptly, consistently and fairly. This will enable positive working relationships and a productive working environment.

Our aim is, wherever possible, to try to settle matters informally in a supportive environment. Where matters cannot be resolved informally the formal process is deployed.

This procedure is designed to deal with 'individual' problems rather than a 'collective grievance' that affects a number of employees. However, if a group of employees has a grievance relating to the same issue, it may be sensible for the group to nominate one person to take the grievance up on behalf of the whole group.

Grievances are concerns, problems or complaints that you may have about any of the following:

- Another employee or other person you are working with
- Any action which we have taken or are contemplating taking in relation to your employment
- A matter connected with, or which has arisen during the course of, your employment

If your concern is about a sanction taken by the company as a result of the disciplinary process, you should use the appeals process in the disciplinary procedure rather than raise a grievance.

If your concern is about an issue over which the company has no control (such as income tax rules, pension fund rules, etc.) you should take up these concerns directly with the relevant authorities rather than raise a grievance.

General principles

Your grievance will be dealt with sensitively and in the strictest confidence. Information will be disclosed only as necessary to ensure your grievance is properly investigated and any resulting actions are fully implemented. We will attempt to implement this procedure as promptly as possible but we may vary any time limits if it is reasonable and necessary to do so. If this happens we will keep you updated as to the timescales.

Details of your grievance will be placed on your personnel file, together with a record of any decisions taken, any appeal and any notes or other documents compiled during the grievance process.

Informal procedures

Discussion with manager

Most grievances can be resolved quickly and informally through discussion with your line manager.

Prior to raising a formal grievance on any matter you should initially discuss the matter with your line manager (or the line manager's manager if the complaint is about your manager). Every effort will be made to resolve the grievance at this stage.

In general, an informal grievance should be raised promptly; however, there may be some circumstances, such as if you are absent from work, where this is not practicable, in which case you should raise the matter as soon as possible.

The line manager (or manager's manager) should respond verbally to your concern as soon as possible and in any case within 10 working days. S/he should make a note of the informal meeting and give a copy to you, and place a copy on your employee file.

If the grievance cannot be resolved informally, then you should use the formal procedure below.

Mediation

In some circumstances you may feel it would be helpful to have a mediated session and this needs to be approved with your line manager (or line manager's manager, where appropriate).

Mediation is:

- A way of sorting out disagreements or disputes informally to gain resolution in the workplace and to maintain good employment relationships
- Voluntary - you only take part if you want to

- Confidential - nothing you talk about will be passed on to anyone else unless you agree and nothing said in mediation can be used in any later grievance or disciplinary procedures or in a legal action
- Mediation is about the future, not the past and who was right or wrong. If you need to review the reason the dispute arose, in order to ensure it doesn't arise again, you should ensure the focus is on the future

In the mediation process:

- The mediator talks separately to the people involved in the dispute to find out about the situation, how you feel about it and the effect it is having
- At the appropriate time the mediator will bring you together in a joint meeting. At that meeting you will have a chance to say exactly how you feel without being interrupted and to listen to how the other person feels without interrupting them
- The mediator will ask questions, help you to look at the situation realistically and help the people involved come up with ways to improve things

Formal procedure

If, after raising the matter informally with your manager and having considered and maybe used the mediation service, you are still unhappy and wish to take the matter further then you can raise a formal grievance.

Raising a grievance

You should submit the grievance in writing to your line manager (or your line manager's manager if the grievance is about your manager) within 10 working days of the verbal response or the mediation session. The letter should contain full details of your complaint, including reference to all relevant facts, dates, and names of individuals involved. In some situations we may need to ask you to provide further information. The manager should acknowledge the letter within 5 working days.

Presenting your grievance

The manager will arrange for a LEP official (Chief Executive, director or sector representative) to hear your grievance.

The official hearing the grievance will send you a written invitation to a meeting where you will have the opportunity to explain your position. This invitation will give you at least 5 working days notice of the meeting, which will be held within 10 working days of the letter of acknowledgement. You have the right, at this meeting, to be accompanied by a work colleague.

You should make all reasonable attempts to be available for this meeting; however you may suggest an alternative date if it is not possible for you or the person accompanying you to attend the first scheduled date, provided this date is within 5 working days of the original date.

In addition to the official conducting the hearing, someone may be present to take notes. At the meeting you will be given the opportunity to present your grievance and the manager conducting the hearing may ask you questions.

Investigation

Depending on the nature of your grievance, the manager hearing it may have enough information to make a judgment or it may be necessary to conduct further investigation or take advice.

If there is to be further investigation you will be kept informed either verbally or by e-mail as to the timescales. The investigation may involve interviews with third parties such as witnesses, colleagues, clients and managers. In addition, it may also be necessary to obtain and examine documents, computer records and other information. The official hearing the grievance may obtain help in conducting the investigation as required.

People who are interviewed or attend a meeting will be given a copy of the notes of that meeting and asked to verify them. An interviewee does not have the right to know about other parts of the investigation.

If there has been any investigation since the first meeting with you, you will be invited to a further meeting with the official hearing the grievance. You will be given at least 5 days' notice in writing of the meeting and as before can be accompanied by a work colleague. The results of the investigation will be made available to you in advance of the meeting. In some circumstances, details may be withheld, for example, to protect a witness or for reasons of confidentiality. At the meeting you will be able to ask questions and raise points about any information provided by witnesses.

If, as a result of matters that have been raised in the meeting, the official hearing the grievance believes it is necessary to conduct more investigation or take more advice, then s/he will do so in line with the process defined above, and schedule a further meeting with you.

Responding to the grievance

When the investigation is complete the official hearing the grievance will inform you of the decision in writing, within five working days of the date of the last meeting with you, together with the reasons for the decision. S/he will also inform you of the appeal process.

Appeal

If you are not satisfied with the investigating official's response, you may raise the matter, in writing, with the Nominations and Governance Committee. You will receive an acknowledgement of your appeal within 5 working days.

The Nominations and Governance Committee will review the documentation relating to grievance, any investigation and the finding and invite you to a meeting. The invitation will give you at least 5 working days notice of the appeal meeting, which will be held within 10 working days of the letter of acknowledgement. As before you have the right to be accompanied at this meeting by a work colleague.

The Nominations and Governance Committee will give you a response within 5 working days of the final meeting with you.

This decision is the final stage of the grievance procedure.

What if someone raises a grievance against me?

We will:

- Inform you of the nature of the complaint
- Investigate the matter fully
- Give you reasonable opportunity to respond to any allegations made against you
- Allow you to be accompanied by a work colleague when we meet with you for you to respond to any allegations
- Inform you of the result of the grievance

Raising a grievance after the end of employment

Wherever possible a grievance should be dealt with before an employee leaves employment; however if this is not possible we will implement one of the following:

- Follow the procedure set out above
- Follow a modified short form procedure provided this is agreed by both parties. Under the modified procedure we will carry any investigations which we consider appropriate and notify you of our decision in writing, without the need for a meeting. There will be no right of appeal.

Support and guidance

Being involved in a grievance may be stressful, regardless of whether you are the person raising the grievance, a person against whom the complaint is alleged, or a person interviewed as part of the investigation. Many people look to their colleagues for support. If you need more support, in the first instance you should look to obtain this from your immediate manager, your manager's manager or another LEP official. If you are unable to get the support you need from your managers, or because of the nature of your complaint it is inappropriate to do so, then you should contact your local [Citizens Advice Bureau](#)

Whistleblowing

The aim of the policy is to ensure that you are confident that you can raise matters of genuine concern without fear of reprisals, in the knowledge that your concerns will be taken seriously and investigated appropriately.

We are committed to conducting our business with honesty and integrity, and we expect all Employees to maintain high standards. The Company believes it has a duty to take appropriate measures to identify any wrongdoing within the firm and attempt to remedy it.

If you have any concerns about malpractice in the workplace, you are expected to raise such concerns internally in accordance with the procedure set out in this policy. It is your responsibility to raise any concerns that you may have about malpractice in the workplace.

If you raise a genuine concern in good faith in accordance with this policy, the Company wishes to reassure you that it will take all reasonable steps to protect you from any form of retribution, victimisation, harassment or detriment. You have statutory protection if you raise concerns in the right way. Providing you are acting in the public interest, the Company will take your concern seriously and it does not matter if you are mistaken.

The protection afforded by this policy does not extend to you if you maliciously raise a concern that you know is unfounded or untrue. Employees who abuse this policy by making allegations which are false and malicious will be subject to disciplinary proceedings, while other Employees members may no longer be provided with work or their contract with the Company may be terminated immediately without notice or compensation.

Matters covered by whistleblowing policy

This policy is distinct from the Company's Grievance Procedure and Anti Harassment and Bullying Policy. If you have a complaint relating to your personal circumstances in the workplace then you should use the Grievance Procedure or Anti Harassment and Bullying Policy (as appropriate). This Whistleblowing Policy is for use if you have concerns about wrongdoing within the Company.

It is impossible to give an exhaustive list of the activities that would constitute malpractice, but broadly speaking the Company would expect you to report the following:

- where a criminal offence has been committed, is being committed or is likely to be committed;
- where a person has failed, is failing or is likely to fail to comply with their legal obligations;
- where a miscarriage of justice has occurred, is occurring or is likely to occur;
- where the health and safety of any individual has been, is being, or is likely to be endangered;
- where the environment has been, is being or is likely to be damaged; or
- any action intended to conceal information regarding any of the above matters.

In the context of the Company's business, particular areas where concerns may arise include gross misconduct under the Company's Disciplinary Procedure, conflicts of interest, breach of confidentiality, the provision of negligent advice, harassment occurring to others and breach of health and safety rules. If you are in doubt as to whether any matters which are of concern to you come within the scope of this policy, the Company encourages you to raise them.

The Company recognises that you may prefer to make an anonymous report, however you are encouraged not to do so. Although all reports, anonymous or otherwise, will be investigated, proper investigation may prove impossible if further information cannot be obtained from you.

Reporting a concern

You should report concerns about any form of malpractice in the first instance to your manager. If, for whatever reason, you feel you cannot speak with your manager about your concern or if you think your concern has not been handled properly, then you should raise your concern with the Head of Business Operations.

Once you have told the Company of your concern, the Company will look into it carefully and thoroughly to assess what action, if any, should be taken. Depending on the subject matter of the disclosure, this may mean an internal enquiry or a longer investigation. You will be told who will be conducting the investigation and how long it is likely to last. You will be kept informed of developments and of the outcome of the investigation to the extent that this is appropriate and practicable in the circumstances. However, the need for confidentiality may prevent the Company from being able to give you specific details of the investigation or actions taken. The Company will aim to carry out the investigation in a timely manner. Depending on the findings of the investigation, internal and/or external procedures may be invoked in order for appropriate action to be taken.

Confidentiality

The Company will make every effort to keep your identity confidential if this is desired. However, there may be circumstances in which, because of the nature of the investigation or disclosure, it will be necessary to disclose your identity. If this is the case, the Company will make efforts to inform you. The Company will take all reasonable steps to protect you from any victimisation or detriment as a result of having made a disclosure.

In order not to jeopardise the investigation into the alleged malpractice, you will be expected to keep the matter confidential.

External reporting

The purpose of this policy is to give you the reassurance you need to raise concerns internally. It is therefore hoped that external reporting will not be necessary. However, in some serious circumstances or following an internal report which has not addressed the malpractice, it may be appropriate for you to report your concerns to an external body. The Company would rather you raise a concern with the appropriate regulator than not at all.

The independent charity called Protect (previously known as Public Concern at Work) may provide advice as to which external body or bodies your concern should be reported to. You can call the

Protect Advice line on 020 7404 6609 or email whistle@protect-advice.org.uk. The link to their website is <https://protect-advice.org.uk/contact-us/>.

Anti-Harassment and Bullying

We are committed to ensuring that all employees are treated with respect at work; irrespective of race, colour, religion, nationality, ethnic origin, disability, sexual orientation, age, sex, marital status, age or membership of a trade union and expects every employee to respect every other employee and to realise that behaviour that they may find acceptable may not be so regarded by others. The company is committed to creating an environment in which positive working relationships may flourish and has policies in place to enable staff to raise concerns and for these to be addressed.

Harassment is to subject one's unwelcome attentions on another employee, usually with sexual intent or victimisation in mind, and is entirely unacceptable in terms of our commitment to our employees.

Bullying at work is the persistent misuse of power or position to criticise and condemn or to humiliate and undermine an individual's skills and abilities so that they become fearful, their confidence crumbles, and they lose belief in themselves. Examples of bullying may be:

- unwanted physical contact
- threats and menaces
- jokes, offensive language, malicious gossip, slander, sectarian songs and letters
- offensive posters, graffiti, obscene gestures
- isolation or non- co-operation
- intrusion by pestering, spying and stalking.

Unacceptable peer pressure can also amount to bullying. It does not necessarily derive from supervisor-subordinate relationships, although it can arise because of an aggressive management style or through intolerance by management in the workplace.

When harassment or bullying occurs at work it can seriously affect the ability of an individual to do their job – thus creating an inefficient workforce - and, in extreme cases, can lead to physical or mental problems. It can also have a demoralising effect of the rest of the team, so it is in everyone's interest to ensure that it does not continue.

Harassment and bullying can also lead to a number of other issues for a company, including:

- lack or loss of motivation
- high absenteeism or sick leave
- rapid staff turnover, low morale
- reduced productivity, loss of investment in training
- loss of respect for management
- damage to reputation, etc..

People who experience harassment or bullying often suffer physical and/or emotional symptoms including:

- depression
- lack of motivation
- sleeplessness
- loss of confidence
- feelings of sickness, etc.

Informal resolution

You may wish to attempt to resolve the problem in the first instance by explaining to the person responsible why the behaviour is offensive and asking him or her to stop the unwelcome behaviour. This will not always be appropriate, but people can cause offence unintentionally and a quick word to explain how you feel may solve the problem quickly and efficiently.

The intention of the informal stage is to resolve the matter as quickly and amicably as possible. It is particularly appropriate in circumstances where the person responsible may be unaware that he or she is causing offence.

At this stage you may not wish any investigation to take place and where possible your wishes will be complied with. However, you should still report the behaviour to your line manager or the Head of Business Operations without delay.

The formal procedure

If informal resolution is inappropriate or the outcome has been unsatisfactory, the formal procedure may be appropriate.

If you intend to bring a formal complaint of harassment or bullying, you should notify the Head of Business Operations. The following procedure will be implemented:

- a. You will be asked to put your formal complaint in writing setting out the full details of the unwanted conduct including the name of the person you feel is harassing or bullying you, the nature of their actions, the date(s) and time(s) on which the events occurred and what action, if any, you have taken so far to stop it occurring.
- b. A meeting will be arranged between you and your manager (or, where your complaint concerns your manager, another manager of similar or greater seniority) to discuss your complaint.
- c. You have the right to be accompanied at that meeting in accordance with our Right to be Accompanied Policy.
- d. A formal meeting will be held by the Company with the alleged harasser/bully to establish their response to the complaint.

- e. Further investigations may then be carried out, including interviews with any potential witnesses. A further meeting with you may be required to address information uncovered during the investigation.
- f. The investigation will be carried out in an independent manner with respect for the rights of all parties. The importance of confidentiality will be stressed to all those involved in the procedure and they will be required not to discuss the complaint with colleagues or friends. Any breach of confidentiality may result in disciplinary proceedings and/or termination of contract, as is set out below.
- g. In circumstances where it is not appropriate for the alleged harasser/bully and the complainant to work together then consideration will be given to moving the alleged harasser/bully or suspending them while the investigation is ongoing. If this is not possible then the complainant may prefer to remain at home on authorised leave until the matter is resolved.
- h. Where the complaint concerns someone other than a member of Employees (e.g. a customer) the Company will consider what action may be appropriate to protect you pending the outcome of the investigation, bearing in mind the reasonable needs of the business and our duties to our customers and third parties.
- i. The Company will aim to complete the investigation as quickly as possible in the circumstances.
- j. Following an investigation, the evidence will be considered and a decision taken as to what (if any) action is appropriate. If the complaint is upheld, the harasser/bully may face disciplinary proceedings and/or the termination of their contract, as set out below.
- k. Whether or not the complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the alleged harasser/bully; for example, mediation and/or counselling, a change to duties, workplace location or reporting lines may be appropriate.

Complaints that are unfounded and not made in good faith may result in disciplinary proceedings and/or the termination of your contract, as set out below. Complainants will not, however, be penalised for bringing a complaint in good faith. Victimisation and retaliation against such complainants will not be tolerated and will be treated as gross misconduct in the same way as harassment and bullying.

If you are not satisfied with the outcome you may appeal in writing to the person stated in the outcome letter, stating your full grounds of appeal, within five working days of the date on which the decision was sent or given to you. If the outcome letter does not state the person to whom any appeal should be sent you should send it to the Head of Business Operations or, where the Head of Business Operations is the person who made the original decision, to a Board director.

Following receipt of your notice of appeal the Company will organise an appeal meeting with you to discuss the grounds of your appeal. The appeal meeting will normally be held by a manager of greater seniority than the manager who conducted the initial meeting and investigations. You must take all reasonable steps to attend the appeal meeting. You have the right to be accompanied at the meeting in accordance with our Right to be Accompanied Policy. After the appeal meeting you will be informed of the Company's decision. The appeal decision is final.

Breaches of this policy

All Employees must comply with this policy and any breaches will be taken very seriously.

Any breaches by an employee are likely to be treated as gross misconduct and result in action being taken under the Company's Disciplinary Procedure up to and including summary dismissal.

If any other (non-employee) member of Employees fails to comply with this policy the Company may decide to stop providing that member of Employees with work or terminate their contract with the Company immediately and without notice or compensation.

Where the harasser/bully is a third party, we will consider what action is appropriate in the circumstances.

If you consider that this policy has been breached, you are encouraged to raise your concerns with your manager as soon as possible.

Protection and support for those involved

Employees who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way may face disciplinary proceedings and/or the termination of your contract, as is set out above.

If you believe you have suffered any such treatment you should inform your manager as soon as possible. If the matter is not remedied you should raise it formally using our Grievance Procedure or this procedure if appropriate.

Confidentiality and record-keeping

Confidentiality is an important part of the procedures provided under this policy. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a 'need to know' basis. Breach of confidentiality may give rise to disciplinary proceedings and/or termination of contract, as is set out above.

Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Data Protection Statement.

Monitoring

The policy is reviewed periodically and updated as necessary. This policy may also be reviewed following a formal complaint of harassment or bullying to consider if it was effective at dealing with the issue raised.

Employee Handbook Review

The Company shall review this Handbook not less than annually, and otherwise as required in order to ensure that it remains up-to-date and fit for purpose. All questions, concerns, and other feedback relating to this Policy should be communicated to the Head of Business Operations

Implementation of the Employee Handbook

This Policy shall be deemed effective as of 1 January 2023. No part of this Policy shall have retroactive effect and shall thus apply only to matters occurring on or after this date.