



THE

BMB

CLOTHING

LTD

EMPLOYEE HANDBOOK



MISSION STATEMENT

“WE STRIVE TO PROVIDE
OUR CUSTOMERS WITH
ELEGANT, QUALITY APPAREL
THROUGH INNOVATION,
CRAFTSMANSHIP
& EXCEPTIONAL
CUSTOMER SERVICE.”

WELCOME

This handbook is your guide to working within BMB Clothing Ltd. Its aim is to advise you of your terms and conditions of employment and the Company’s policies, procedures and guidelines and it is to be read in conjunction with your offer letter and contract of employment.

By its very nature it cannot be all embracing and hope to cover all work situations or eventualities. In addition, some of the language is fairly dry and formal, however this is necessary to avoid ambiguity.

Please familiarise yourself with the contents of this handbook so that you can understand how it applies to you. Keep it in a safe place together with other relevant employment documents so that you can refer to them for guidance. If you have any queries regarding the handbook, or any other aspect of your employment, please speak with your Manager or Human Resources.

ABOUT THE BAIRD GROUP & BMB CLOTHING LTD

BMB Clothing Ltd is part of The Baird Group, one of the UK’s most diverse menswear Companies operating at all levels of the market. The core Company activity is as a retail concessionaire and outlet mall store operator. We work closely with our concession partners such as Debenhams, and House of Fraser, as well as quality independent stores, leveraging our brand mix to ensure our Departments always look innovative and competitive.

We also have our own chain of retail stores under the Suits Direct, Jeff Banks and Racing Green fascias supported by the leading UK dress hire business, Young’s Hire. In addition, we are one of the largest menswear wholesalers in Britain, with a national network of sales teams selling into over 600 active independent retailers. We offer a mix of formalwear and casualwear brands including: Gibson London, The Label, Pierre Cardin, Scott and 1 ...Like No Other. We also operate an overseas division trading 30 concessions in America, Germany and Bermuda.

To complete our full menswear service package we source and design on behalf of customer’s private labels providing own brand merchandise for many businesses in the UK.

On behalf of all the team at BMB Clothing, we welcome you to the Company. We look forward to working with you, and helping you build a long and successful career in a Company we can all feel proud of and feel enthusiastic to work for.

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7 USEFUL CONTACTS AND NUMBERS

1 MAIN TERMS AND CONDITIONS

Sections 1 – 3 contain contractual provisions and form part of your contract of employment with the Company. Your contractual terms and conditions are therefore contained within the following documents:

- Your offer letter
- Your written statement of employment
- Sections 1 – 3 of this handbook

Should there be a conflict between the terms of this Employee Handbook and your written statement of employment, the latter will prevail.

1A YOUR PAY

You will be paid directly into your bank or building society account, each month by our Payroll Department. Dates for this differ depending on which country you are working in.

On joining the Company, it is vital that you supply accurate personal details, in order that we can process your pay without unnecessary delay. Please notify the Human Resources Department in writing of any changes in these details as they occur. Documentation that proves you have the right to work in the UK must be provided before or at the latest on your first day of employment with the Company. Please also provide us with your P45 or W2 from any previous employer. If you are a student, or you do not have a P45 or W2 for any reason, you should fill out a 'New Starter Checklist' form, which can be obtained from the HR & Payroll Department.

If you leave the company in the middle of a pay period, the payment of your monthly salary will be made on the normal payday and not before. At that time your payslip, together with your P45 will be forwarded to you.

We will produce a fully-itemised payslip detailing the amount of salary, other payments and appropriate deductions. For European employees these payslips will be posted to your home address before payday, in the US you can view your payslip online.

For payroll queries the following should be referred to:

Tax

You will be required to pay tax on your earnings as appropriate in the country in which you are working. You will be advised with regards to your tax liabilities in respect of the country in which you are working by the Company tax consultant at the Company's expense. You will be registered for tax as appropriate by him/her. The Company, where possible, will act as an agent in paying these taxes on your behalf and will inform you as to your tax account standing,

if requested.

The Company has no liability for any of your personal income tax payments, you are ultimately accountable for payment of any income tax debts. Once registered for tax, appropriate deductions will be made from your salary in respect of estimated tax liabilities and will be held in an account in the UK on your behalf and paid to the appropriate authorities as required.

Should you return to work in the UK within 12 months then it is likely you will have a UK tax liability which you must appreciate and account for in due course.

National Insurance Contributions (For European employees only)

The Company has a special Social Security agreement with EEC countries only, and therefore any employees based there will be liable to pay British National Insurance contributions. In doing so this ensures that you continue to remain registered with the National Insurance Benefits Office, thus ensuring your rights to the various benefits within the British Social Security system i.e. pension entitlements, unemployment benefits, sick pay etc.

Should you at any time transfer outside the EEC operations then arrangements will differ, and you will be advised by the Company as appropriate.

Deductions from Pay

During your employment, we may occasionally make mistakes in calculating wages. If we underpay you we will, at your request, advance you the net underpayment and deal with corrective entries in the following pay period.

You have a legal obligation to advise us when you believe you may have been overpaid. You will be liable for repaying this money and we may choose to reclaim the full amount from you immediately or from the next available salary.

In addition, we reserve the right to reclaim any;

- Outstanding loans or advances that you owe the Company.
- Overpayment of wages from your final salary if your employment ends.
- Company float and till/stock shortage
- Wrongly claimed commission or expenses

You will continue to be liable for any outstanding balance and we invariably seek recovery unless you have agreed otherwise with us in writing.

Disclosure of Salary

You are paid according to your position within the Company. We view salary information as business-sensitive information and request that you keep information about the salary structure confidential, except for discussion with close family and as requested by the Inland Revenue or other Government agencies.

You should direct legitimate salary queries to your manager in the first instance.

Commission and bonus

Commission and bonus schemes are an important way of rewarding our employees, we have sent you details of your scheme separately and they are also available from the HR department.

These schemes are discretionary and can be withdrawn or amended at any time without notice being given. Bonus and incentive schemes are not guaranteed, therefore you should not consider them as part of your normal income.

1B HOLIDAY ENTITLEMENT

The annual leave year runs from 1st February to 31st January each year.

Employees who serve for the whole of the holiday year will be entitled to the following entitlements, this includes your bank holiday entitlement:

Length of service:	Under 2 years	Over 2 and under 5	Over 5 years
Full-time	28	30	33
4 days per week	22.5	24	26.5
3 days per week	17	18	20
2 days per week	11	12	13
1 day per week	5.5	6	6.5

New starters will receive entitlement on an annual pro rata basis.

Part time employees

All part-time employees will receive a pro-rata holiday entitlement based on days worked, for instance if you work 3 days per week you will receive $3/5 \times 25$ holidays = 15 days leave per annum.

As part of the Working Time Directive, it is the Company's policy to encourage all employees to take their entire holiday entitlement in the year that it is accrued. Other than in exceptional circumstances agreed by a Director, we will not carry over any holiday or pay you for holiday time that you do not take.

If employment is terminated and you have taken more holiday than that to which you are entitled, your final salary payment will be adjusted accordingly. If, by your leaving date, you have taken less than the pro-rata amount then the balance of leave will be paid to you.

Requests for Holiday

We reserve the right to restrict holidays being taken during certain peak trading times of the year that would have a detrimental effect on our business, Your Area Sales Manager will inform you of the restrictions in your department.

Requests for holiday dates must be authorised by your Manager.

A maximum of two weeks may be taken at any one time, exceptions are at the discretion of your Manager who will refer any requests to Human Resources to ensure consistency. Holidays cannot be taken and will not be accepted without prior approval. A minimum of 8 weeks notice is required for holiday requests, unless specifically agreed otherwise with your Manager.

1C PROBATIONARY PERIOD

When you first join the Company, you will be subject to a three-month probationary period, during which time we will assess your performance and give you informal or formal feedback.

We reserve the right to extend your probationary period by up to a further three months to monitor improvements in your performance if necessary. We will always notify you of any extension in probationary period.

1D PLACE OF WORK

Your normal place of work will be as stated in your offer letter or contract of employment.

Due to the requirements of the business we may need to transfer you, on a permanent or temporary basis, from one department to another, and/or one site to another within reasonable travelling distance from your home. This is a contractual right. All transfers will be on the basis that employment remains continuous with no loss of benefits. Where the transfer is permanent every effort will be made to give you reasonable notice.

1E HOURS OF WORK AND BREAKS

Hours of work will be as stated in your offer letter and contract of employment within a working week of Monday to Sunday inclusive. You are expected to comply with the relevant arrangements when entering and leaving your place of work. You are asked to show a responsible attitude towards timekeeping and attendance. Persistent lateness and unauthorised absence may lead to disciplinary action. If you know you are going to be late you should telephone your Manager as soon as possible.

Second job

The Working Time Directive states that an average of 48 hours per week is the maximum working week an employee should work. With this in mind, and so that we can maintain accurate records, you should inform Human Resources when taking on another job.

1F ADDITIONAL HOURS OF WORK

You are required to work such additional hours as may be necessary for the proper performance of your duties in accordance with the needs of the business.

The Company will make every effort to give you notice well in advance of the need to work additional hours, and will work with you to try to balance your needs with the needs of the

business.

1G EMPLOYMENT STATUS

If you have been recruited in the UK you will still be regarded as based there for the purpose of determining your legal rights in connection with European legislation. You may be assigned to work outside the UK, however irrespective of where your working base may be, you will still be paid as if you are based in the UK and therefore subject to UK employment law.

2 TIME AWAY FROM THE COMPANY

2A SICKNESS, ABSENCE AND LATENESS

Company and statutory sick pay

Your entitlement to sick pay is linked to your years of continuous service with the company. The rules concerning company sick pay and the amounts of sick pay applicable are as follows:

The Overseas company sick year on a rolling 12 month basis. For example, if an employee is sick on the 1st March 2015 then it is evaluated back to March 2014 to confirm entitlement.

If you are absent from work due to your personal illness, then you or a representative must contact your Manager and your Retail Establishment Manager, on the first day of absence. If your absence is for 3 calendar days or less, then your Manager will complete a self-certification on your behalf. You must advise your Manager of the date you return so that they can advise HR/Payroll.

Should you be absent from work for more than 3 days then a medical certificate is required and should be forwarded to your Manager.

Statutory sick pay (SSP) will be paid to you by the Company, if applicable, for up to 28 weeks of sickness absence in any year. SSP is inclusive of all allowances and therefore there is no requirement to make claim to the DSS until you are notified by the Company that you have received 28 weeks SSP. SSP will be paid through the Payroll and as such will be liable to tax and NI.

Payment of Company sick pay and SSP is subject to you complying with the company's absence reporting procedures as laid down in points 1 to 3.

Individual company sick entitlement

Service	Maximum Company sickness
0-6 months	0
6 months – 1 year	4 weeks
1 year – 3 years	6 weeks
3 years – 5 years	7 weeks
5 years – 7 years	9 weeks
7 years – 11 years	12 weeks
11 years – 13 years	13 weeks
13 years – 20 years	15 weeks
20 years – 25 years	17 weeks
25 years plus	26 weeks

Job Abandonment

The Company considers that an absence of three consecutive days without notification is job abandonment. We will contact you in writing to find out why you have not fulfilled your hours, if you still don't contact us we will send one final letter requesting contact which if there is none we will consider that you have terminated your contract of employment on the last working day and will make no further payments from that point onwards.

2B MATERNITY, PATERNITY AND ADOPTION LEAVE

The Company complies with the current legislation, there are entitlements to pay, antenatal care and leave depending on length of service.

Should you require details regarding any of the above leave please contact HR who will send you an information pack.

2C PARENTAL LEAVE

For information pack please contact HR.

2D JURY SERVICE

In the event that you are required to attend Jury Service, please inform your Manager of the dates as soon as possible. Please advise the Court that you will require the maximum court attendance, which will be paid to you directly from the Courts in the form of a cheque. Once you have received your remittance slip from the court you should forward this to the HR & Payroll department, the Company will then deduct payment. If this slip is not received then a deduction will be made for the time you were absent.

2E TERRITORIAL ARMY / RESERVE LEAVE

When T.A. commitments incurred by membership cannot be covered by annual leave, then leave without pay will be granted to enable these commitments to be met.

2F FAMILY/DOMESTIC LEAVE

There may be certain situations where you may need to take additional leave to deal with family related problems, issues or domestic emergencies. Each situation will be looked at individually, in order to assess and agree an appropriate amount of unpaid leave. All employees are entitled to a reasonable amount of unpaid leave to deal with domestic emergencies.

2G BEREAVEMENT LEAVE

There will unfortunately be times when you will need time off following bereavement. For

immediate relatives you will be entitled to up to 4 days paid leave, and for close relatives 1 day paid. Requests should be raised with your Manager and subsequently the Human Resources Department should be notified.

Immediate relatives – wife, husband, mother, father, son, daughter, brother, sister

Close relatives – Grandmother/father, grandson/daughter, mother/father in law, stepdaughter/son, daughter/son in law, aunt, uncle, legal guardian.

2H RELIGIOUS FESTIVALS

We recognise that you may require additional time off for religious festivals, which fall outside public holidays. In these situations your annual holiday entitlement should be used or where this is not possible, unpaid leave may be considered. Any leave requests should be agreed with your Manager, as far in advance as possible.

2I WEATHER RELATED ABSENCE

If an employee cannot make it to work due to the weather then lieu time would normally be used to cover this. If lieu time is not an option, then annual leave or unpaid leave can be used.

3 LEAVING THE COMPANY

3A RESIGNATION AND NOTICE PERIODS

If you decide to resign from your position with us, please put your resignation in writing. Make sure you put the date on it and send it to your Manager immediately.

We will not necessarily rely on words spoken in the 'heat of the moment' as notice to terminate your contract of employment. In the event that you provide this type of verbal notice of resignation, you may withdraw it within 24 hours. If you do not withdraw your resignation, your Manager will confirm our acceptance. Once the Company has accepted your resignation you may not withdraw it without our written agreement.

If you decide to leave us we ask that you give us a suitable amount of time to find and train a replacement. You will find your minimum notice period in your contract of employment but in most cases the notice period is as follows:

Length of service	Written notice required
Within probationary period	1 week
Up to 4 years	4 weeks
Over 4 years	One week for each completed year of service up to a max of 12 weeks.

You will not normally be eligible to take holiday entitlement during your notice period without your Manager's approval. The Company will pay any outstanding holiday entitlement in lieu with your final salary payment.

Before you leave the Company you should return all Company property, including keys, cards, original and copy documents, and equipment. We will release your final salary payment once you have returned these items.

If you leave with less notice than you are contractually obliged to we reserve our right to withhold any outstanding commission or bonus payments.

3B REDUNDANCY

We may occasionally have to implement redundancies within the business, in this situation we will comply with all our legal requirements for consultation and will consider all reasonable alternatives to redundancy including demotion, relocation, shorter working hours or job amalgamation.

3C REFERENCES

All references comply with legal requirements and are brief and to the point. Data Protection guidelines state that we should make you aware that we might continue to hold some details regarding your employment for up to 5 years in order to provide a suitable reference to future employers.

3D RETIREMENT

The Company does not operate a compulsory normal retirement age. Instead, it operates a flexible retirement policy that permits employees to voluntarily choose to retire at any time. Employees should advise their line manager as early as possible of their wishes in relation to retirement and they are required to give the period of notice of termination of their employment as set out in their contract of employment.

4 POLICIES, PROCEDURES AND GUIDELINES

Sections 4 – 6 of the handbook covers the guidelines for working at BMB Clothing, however these are non-contractual and as such we reserve the right to amend them as and when appropriate.

4A BUSINESS DRESS AND PERSONAL APPEARANCE

A high standard of personal appearance is important to the Company, especially as you are an employee working in a high profile quality menswear/fashion business. Therefore, the wearing of smart business clothing and a presentable, tidy appearance is a condition of employment.

Standards of business dress in your particular branch/store will be communicated to you as part of your induction training.

4B EQUAL OPPORTUNITIES

The Company is committed to being an Equal Opportunities Employer.

The future commercial success of the Company in a highly competitive industry depends on the skills, application and development of our employees. In order that the businesses within the Group can reach their full potential it is our intention that there should be equal opportunities for all employees. It is the objective of this policy, therefore, that no job applicant or employee receives unequal treatment on grounds of gender, age, disability, race, ethnic or national origin, sexual orientation, religion, political beliefs or trade union activity, or is disadvantaged by conditions or requirements which cannot be shown to be relevant to the requirements of the position.

To this end the company will:

- Fulfil its legal obligations under all current legislation relating to Equality of Opportunity in employment.
- Fulfil its social responsibility towards its employees, by ensuring that its workforce reflects the communities in which it operates.
- Seek to give all employees equal opportunity and encouragement to progress within the organisation.
- Ensure that the merit principle is applied when people are selected for employment, promoted, transferred or undergo career development.
- Ensure that policies and procedures in place for recruitment advertising, selection, promotion and development incorporate the principles of this policy, and are reviewed every two years, or in response to changes in legislation.
- Seek to promote a positive working environment in which no employee feels under threat because of any discriminatory act or attitude. To this end a formal bullying and harassment policy has been established and is outlined later in this section.

- Provide procedures for employees who believe that they have received unfair treatment within the scope of this policy to raise the matter through the company grievance procedure. Acts of discrimination, including harassment, will be addressed by the way of the Company's Disciplinary Procedure, at a level commensurate with the seriousness of the act.
- Distribute and publicise this policy statement throughout the group.

In addition, the company expects its employees to apply the principles contained in this policy to all contacts with suppliers, customers and the general public.

All employees have a responsibility for the practical implementation of this policy in their day to day activities, but particular responsibility falls on managers, supervisors and employees formally taking part in recruitment selection, employee administration training and development. Ultimate responsibility for the policy lies with the Chief Executive and the Directors within the Group.

4C DISCIPLINARY PROCEDURE

The purpose of the disciplinary procedure is to ensure that the standards established by the Company's rules are fairly and consistently dealt with.

Procedure

The following stages will apply in any disciplinary procedure that could lead to a warning.

1. Investigation meetings and interviews. This is to establish the facts of the case. You will be asked some initial questions and your answers will be used as evidence if we decide to begin the disciplinary process.
2. If appropriate, you will be invited to a disciplinary hearing in writing, we will enclose all documentation relevant to the allegation with this letter unless previously supplied to you.
3. We hold a disciplinary hearing, when you will have the opportunity to make representations or to offer explanations for actions.
4. We confirm the outcome of the meeting to you in writing and you are granted the right to appeal the decision.

Hearings and representatives

You will be given at least 24 hours notice of any disciplinary hearing. A hearing will be re-arranged where an unforeseen reason prevents attendance but will not be re-arranged more than twice. If you fail to attend a hearing we reserve the right to hold the hearing in your absence.

The Company will have both a disciplining officer and a witness present at every hearing to take notes. You can be accompanied to the hearing by a colleague, Employee Representative

or any certified Union Representative. If you are under 18 you may choose to be accompanied by a parent or a guardian. Your representative has the right to ask clarifying questions on your behalf if you authorise them to do so, however they may not disrupt the meeting or prevent the Company from explaining their case. You are responsible for contacting your own witnesses and arranging their attendance. You and anyone accompanying you must not make any electronic recording of the meeting conducted under this procedure.

Disciplinary Offences

Offences under the Company's disciplinary procedures fall into two categories:

1. Misconduct
2. Gross Misconduct

Misconduct

Listed below are the areas where breaches of discipline will result in the implementation of formal disciplinary procedures. These offences are not exhaustive and offences of a similar nature will be dealt with under this procedure:

- Poor time-keeping
- Unreasonable and unexplained absence
- Persistent or irregular absenteeism
- Minor damage to Company property
- Failure to observe Company procedures
- Rudeness and poor customer service
- Failure to carry out instructions given by a Superior
- Failure to carry out administrative tasks correctly and to the time scales laid down.
- Poor performance (for instances not dealt with under the Capability procedure)
- Incompetence
- Insubordination (refusal to comply with a manager's reasonable instruction)
- Lack of application
- Leaving the work area during regular working hours without permission

Warnings

Verbal Warning

This will outline the issue(s) involved and the improvement required with timescales. This will always be confirmed in writing.

Written Warning

If sufficient improvement is not forthcoming or if a more serious offence is committed, the employee will receive a warning, in writing, indicating the reason for same.

Final Written Warning

A further occurrence of indiscipline of a similar nature, or again a more serious offence, would lead to a final warning, in writing, indicating that any further occurrence would result in dismissal.

Redemption of Warnings

- | | | |
|----|------------------------|-----------|
| a) | Verbal warnings | 12 months |
| b) | Written warnings | 12 months |
| c) | Final Written warnings | 12 months |

Management reserve the right to issue to an employee a final written warning, following persistent verbal and written warnings which would normally have expired. Furthermore the level of warning will depend on the seriousness of the offence, we may choose to take any action including issuing a written or final written warning at any stage.

Other alternative sanctions may include:

- Demotion and corrective salary adjustment
- Suspension without pay
- Repayment by the employee of fraudulent amounts obtained
- Transfer to another location

We may apply these sanctions instead of, or as well as, other measures such as formal warnings.

Dismissals

The decision to dismiss you will not be taken without reference to the appropriate Director. All warnings and dismissals will be confirmed in writing.

Gross Misconduct

The following offences are examples of gross misconduct. These examples are not exhaustive or exclusive and offences of a similar nature will be dealt with under this procedure:-

- Abusive behaviour towards customers
- Breakdown of trust
- Bringing the Company into disrepute
- Bullying, harassing or victimising another employee
- Contravention and/or disregard of Health and Safety Regulations
- Damage to Company property
- Falsification of Company paperwork, reports, accounts, expense claims or self-certification forms
- Harassment or bullying of any nature
- Immoral, illegal or unethical conduct of any kind.
- Intoxication by reason of drink or drugs
- Refusal to carry out lawful and reasonable instructions
- Serious breaches of Company policy, procedures or rules
- Serious Insubordination
- Serious negligence or incompetence
- Sleeping on the job
- Smoking in an unauthorised area
- Theft

- Unauthorised possession of Company property or facilities
- Use of foul and abusive language
- Violent, dangerous or intimidatory conduct

If after a full investigation and disciplinary hearing it is confirmed an employee has committed an offence constituting gross misconduct then this can result in immediate dismissal without notice or pay in lieu of notice. Commission and bonus payments may also be withdrawn in these circumstances.

Suspension on Full Pay

In relation to any of the disciplinary procedures referred to above the Company at all times reserves the right to suspend an employee on full pay pending a proper and full investigation/hearing.

If the procedure is delayed significantly by the employee, the Company reserves the right to continue the suspension without pay until the issue is resolved.

Disciplinary appeals procedure

At each stage of the disciplinary procedure you can appeal to a higher authority who has the right to alter the decision. All appeals must be made in writing within 7 working days, stating precisely the grounds of the appeal. Any disciplinary action will stand until and unless the outcome of the appeal overturns that disciplinary action.

The appeal will be heard within a reasonable period of time and should normally be heard by the next level of management not previously involved in the case and his/her decision is final. There will be no further right of appeal. A member of Human Resources will wherever possible be in attendance at the Appeal Hearing.

The outcome of the Appeal Hearing will be confirmed in writing and the decision at this stage is final.

4D CAPABILITY PROCEDURE

The Capability procedure provides a fair and objective framework within which managers can work with employees to maintain satisfactory performance standards and to encourage improvement where necessary. It is our policy to ensure that concerns over performance are dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond at a hearing before any formal action is taken.

The Company recognises the difference between a deliberate or careless failure on the part of an employee to perform to the standards of which they are capable (in which case the Company will use the disciplinary procedure) and a case of incapability where the employee is lacking in knowledge, skill or ability and so cannot perform to the standard required (in which case the Company will use this capability procedure in an attempt to improve the employee's performance).

The Informal stage

In the first instance, performance issues should normally be dealt with informally between you and your line manager as part of day-to-day management. Where appropriate, a note of any such informal discussions may be placed on your personnel file.

Informal discussions may help to:

- Clarify the required standards;
- Identify areas of concern;
- Establish the likely causes of poor performance and identify any training needs; and/or set targets for improvement and a time-scale for review.

If your line manager has concerns about your performance, they will undertake an investigation at all stages of the procedure to decide if there are grounds for taking formal action under this procedure. The procedure involved will depend on the circumstances but may involve reviewing your personnel file including any appraisal records, gathering any relevant documents, monitoring your work and, if appropriate, interviewing you and/or other individuals confidentially regarding your work.

At all stages the Company will give consideration to whether the unsatisfactory performance is related to a disability and, if so, whether there are any reasonable adjustments that could be made to the requirements of the employee's job or other aspects of the working arrangements.

The Formal procedure

The formal procedure should be used for more serious cases, or in any case where an earlier informal discussion has not resulted in a satisfactory improvement.

The Company will notify the employee in writing of the concerns over performance and will invite the employee to a capability hearing to discuss the matter. The Company will provide sufficient information about the poor performance and its possible consequences to enable the employee to prepare to answer the case. This will include the provision of copies of written evidence where appropriate.

Having given the employee reasonable time to prepare their case, a formal capability hearing will then take place, conducted by the line manager and where possible with an HR representative present. At the hearing the employee will be given the chance to state their case, accompanied if requested by an Employee Representative/trade union official or a fellow employee of their choice. The employee must make every effort to attend the meeting.

The purposes of the capability hearing include:

- To set out the required standards that the Company considers the employee has not met
- To establish the likely causes of poor performance (including any reasons why any measures taken so far have not led to the required improvement)
- To allow the employee the opportunity to explain the poor performance and to ask any relevant questions.

Except in the case where dismissal is proposed, the purposes of the capability hearing also include:

- To discuss measures, such as additional training or supervision, which may improve the employee's performance
- To set targets for improvement and to set a reasonable timescale for review (reflecting the circumstances of the case).

In a case where dismissal is proposed, the purposes of the capability hearing include:

- To establish whether there are any further steps that could reasonably be taken to rectify the employee's poor performance,
- To establish whether there is any reasonable likelihood of the required standards of performance being met within a reasonable time
- To discuss whether there is any practical alternative to dismissal, such as redeployment to any suitable available job at the same or lower grade.

Employees will not normally be dismissed for performance reasons without previous warnings. However, in serious cases of gross negligence, or in any case involving an employee who has not yet completed their probationary period, dismissal without previous warnings may be appropriate.

Following the capability hearing, the Company will decide whether or not formal performance action is justified and at what level, if so, the employee will be informed in writing of the Company's decision in accordance with the stages set out below and notified of their right to appeal against that decision.

Stage 1: Written warning

The employee will be given a formal WRITTEN WARNING. This will set out the areas in which the employee has not met the required performance standards, targets for improvement, any measures, such as additional training or supervision, which will be taken with a view to improving the employee's performance, a timescale for review and the likely consequences of failing to improve to the required standards within the review period. The performance warning will be recorded but nullified after 12 months, subject to satisfactory performance.

The employee's performance will be monitored and, at the end of the review period, the Company will write to the employee to advise him or her of the next step. If the Company is satisfied with the employee's performance, no further action will be taken. If the Company is not satisfied with the employee's performance, the matter may be progressed to Stage 2 or, if the Company feels that there has been a substantial but insufficient improvement, the review period may be extended.

Stage 2: Final written warning

Failure to improve performance in response to the procedure so far, or a first instance of serious poor performance, will result in a FINAL WRITTEN WARNING being issued. This will

set out the areas in which the employee has still not met the required performance standards, targets for improvement, any further measures, such as additional training or supervision, which will be taken with a view to improving the employee's performance, a further timescale for review and the likely consequences of failing to improve to the required standards within the further review period, i.e. that dismissal will probably result. The final performance warning will be recorded but nullified after 12 months, subject to satisfactory performance.

The employee's performance will again be monitored and, at the end of the further review period, the Company will write to the employee to advise them of the next step. If the Company is satisfied with the employee's performance, no further action will be taken. If the Company is not satisfied with the employee's performance, the matter may be progressed to Stage 3 or, if the Company feels that there has been a substantial but insufficient improvement, the review period may be extended.

Stage 3: Dismissal

Failure to improve performance in response to the procedure so far will normally lead to DISMISSAL, with appropriate notice. The Company may first consider redeploying the employee with their agreement to another available job at the same or lower grade which is more suited to their abilities. A dismissal decision will only be made after the fullest possible investigation. Dismissal can be authorised only by a senior manager or a Director. The employee will be informed of the reasons for dismissal, the appropriate period of notice, the date on which their employment will terminate and how the employee can appeal against the dismissal decision.

Appeals

An employee may appeal against any decision under this capability procedure, including dismissal, to the next level of Management or a Director of the Company within seven working days of the decision. Appeals should be made in writing and state the grounds for appeal.

The employee will be invited to attend an appeal meeting chaired by a senior manager or a Director.

At the appeal meeting, the employee will again be given the chance to state their case and will have the right to be accompanied by an Employee Rep/Trade union official or a fellow employee of their choice.

Following the meeting, the employee will be informed in writing of the appeal decision. The Company's decision on an appeal will be final.

4E GRIEVANCE PROCEDURE

The grievance procedure is in place to give employees the opportunity to raise a grievance or a complaint regarding their work or the people they work with.

STAGE 1 – The Informal stage

If an employee has a grievance or complaint they should initially talk it over with their immediate Manager, as they may be able to agree a solution informally between themselves.

STAGE 2 – The Formal stage

If it is not possible to resolve a grievance informally employees should raise the matter formally and without delay to their immediate Manager as long as the Manager is not the subject of the grievance in which case the matter should be raised with HR. This should be done in writing and should set out the nature and content of the grievance.

A grievance meeting will, wherever possible and depending on the circumstances, take place no longer than 10 working days after the grievance letter has been received. The Manager hearing the grievance will arrange for a formal meeting to be held and further investigations will take place if required following the meeting, wherever possible HR will be involved or an impartial note taker. At the meeting, employees will be allowed to explain their grievance and how they hope it can be resolved.

A decision will be communicated in writing to the employee within 20 working days of the stage 2 meeting, this decision will set out what action will be taken to resolve the grievance. The employee will also be informed that they have the right to appeal if they are not happy with the action taken.

Any employee found to have fabricated or falsified a grievance may be subject to disciplinary action.

At this stage the grievance letter and the action taken will be saved on the personal file of the aggrieved employee. This procedure will be adopted at all subsequent stages.

STAGE 3 – The Right of Appeal

If the employee is not satisfied with the stage 2 decision then an appeal should be put in writing within 7 working days of receipt of the outcome letter, the appeal should cite full reasons for the appeal and be sent to the Head of Human Resources, who will then appoint an Appeal Officer. The matter will then be investigated further and if necessary a further meeting will be held between the employee and the Appeal Officer at which the same rights will be afforded to the employee.

The decision at the appeal stage is final.

Notes for Guidance

- At any stage in the procedure an employee may have an impartial representative present, this should be either a colleague or an Employee/Trade Union representative.
- The employee may, at any time, withdraw their grievance.
- No more than 20 working days will elapse between each stage of the procedure, all stages begin with the meeting.
- Every effort will be made to maintain the 'status quo' where administratively and physically possible.

If your employment has ended, the Company will consider investigating the matter under a modified Grievance procedure and you must address your grievance to the HR Department who will advise you further.

Overlapping disciplinary and grievance cases – where an employee raises a grievance during a disciplinary process, the disciplinary process may be temporarily suspended in order to deal with the grievance. Where the disciplinary and grievance are related it may be appropriate to deal with both issues simultaneously.

4F DEALING WITH BULLYING AND HARASSMENT

The Company is committed to developing and maintaining an environment in which all employees can work free from any form of harassment. This contributes to an environment in which employees feel safe and can work effectively, competently and confidently. Any incidents of harassment will be regarded extremely seriously and may be grounds for disciplinary action, which may include dismissal.

Key principles - The Company will provide and sustain a safe working environment in which everyone is treated fairly and with respect. Those working with the Company must not encounter harassment, intimidation or victimisation on the basis of gender, race, colour, ethnic or national origin, maternity or pregnancy, sexual orientation, marital status, religion or belief, age, disability, gender re-assignment or any other personal characteristic. Everyone carries a personal responsibility for their own behaviour and for ensuring their conduct is in accordance with the principles set out in this policy.

What is harassment?

Harassment can be defined as any conduct which:

- Is unwanted by the recipient
- Is considered objectionable
- Causes humiliation, offence, distress or other detrimental effect.

Harassment may be an isolated incident or repetitive, it may occur against one of more individuals. Harassment may be but is not limited to:

Physical contact – ranging from touching to serious assault, gestures, intimidation, aggressive behaviour

Verbal – unwelcome remarks, suggestions and propositions, malicious gossip, jokes and banter, offensive language

Non-verbal – offensive literature or pictures, graffiti and computer imagery, isolation or non-co-operation and exclusion or isolation from social activities.

What is bullying?

Bullying is unlikely to be a single or isolated instance. It is usually, but not always, repeated and persistent behaviour which is offensive, abusive, intimidating, malicious or insulting. Bullying includes but is not limited to:

- Conduct which is intimidating, physically abusive or threatening

- Conduct which denigrates, ridicules or humiliates an individual especially in front of a colleague
- Picking on one person when there is a common problem
- Shouting at an individual to get things done
- Consistently undermining someone and their ability to do the job
- Setting unrealistic targets or workloads
- Bullying via e-mail
- Setting an individual up to fail
- Harassment and bullying may be summarised as any behaviour that is unwanted by the person to whom it is directed, it is the impact of the behaviour rather than the intent of the perpetrator that is the determinant as to whether bullying/harassment has occurred.

Procedure – Informal Resolution

Very often people are not aware that their behaviour is unwelcome or misunderstood and an informal discussion can lead to greater understanding and agreement that the behaviour will cease. Complainants are therefore encouraged to try, if they feel able to do so, to resolve the problem informally by making it clear to the alleged harasser that their actions are unwanted and should not be repeated. This can be done verbally or in writing in which case the complainant should keep a copy of the documentation.

If the complainant feels unable to approach the alleged harasser, they may want to seek confidential assistance from Human Resources, who may participate in an informal meeting between the employee and the individual concerned, or will approach the individual on your behalf.

The informal stage will not result in any formal investigation or disciplinary hearing but is intended to enable the employee to resolve the matter themselves without going any further in the Company.

An individual who is made aware that their behaviour is unacceptable should;

- Listen carefully to the complaints and the particular concerns raised
- Respect the other person's point of view, everyone has a right to work in an environment free from harassment
- Understand that it is the other person's reaction to another's behaviour that is important
- Agree the aspects of behaviour to change
- Review their general conduct/behaviour at work and with colleagues
- Formal Resolution

If the alleged harassment continues, the complainant feels unable or unwilling to deal with the matter informally, or the allegation is so serious to prevent use of the informal procedure, a complaint should be raised formally, and in writing, to Human Resources who will then appoint someone unconnected with the allegations and of at least equal status to the alleged harasser to lead the investigation. Wherever possible investigations will be completed within 2 weeks of the complaint being made.

When dealing with the complaint of harassment under the formal resolution procedure, the relevant manager should;

- Take full details of the incidents in writing from the complainant initially.
- Stress the importance of confidentiality to all involved in the complaint
- Take full details from any witnesses/other complainants who come forward and may have witnessed the alleged behaviour
- Inform the alleged harasser of the complaints against them, advise them to seek representation and invite them to a meeting so that they can comment on the allegations against them
- Keep all parties informed of the expected timescales
- Inform all parties in writing of the outcome and any actions that may be required.
- If the allegations and the working situation warrant it, the alleged harasser may be suspended during the investigation or transferred temporarily to another Department.
- Should there be a case to answer for the alleged harasser, then the manager who has dealt with the complaint will communicate this to a previously uninvolved manager who will conduct a separate disciplinary procedure.

Where a complaint is upheld, wherever possible, the complainant will be offered the choice of whether they wish to remain in their current post or to transfer. The Company will seek to ensure that the complainant is not in any way penalised whether directly or indirectly for bringing a complaint, and the situation will be monitored to ensure the harassment has ceased.

If the complaint is upheld at the disciplinary stage, there are a number of possible outcomes for the harasser depending on the evidence and the circumstances. These could include, but are not limited to;

- Dismissal
- A formal warning
- A recommendation of re-deployment of the harasser on either a permanent or temporary basis
- Implementation of other sanctions as detailed in the Company's Disciplinary Procedure
- Making arrangements for both parties to work as separately as possible in the same workplace
- The harasser may be required to attend training courses as deemed necessary.

If through the course of the investigation evidence demonstrates that the allegation has been made frivolously, maliciously or for personal gain, then the person making the complaint may be subject to disciplinary proceedings.

Appeals - Appeals against a disciplinary sanction will be dealt with in line with the appeals process in the Disciplinary Procedure. Appeals by a complainant about the outcome of any formal resolution procedure will be dealt with in accordance with the appeal process in the Grievance Procedure.

4G THE RIGHT TO REQUEST FLEXIBLE WORKING

All employees with over 6 months service can request flexible hours by putting this request in writing initially to their Manager.

Following this a meeting will be arranged within 28 days of the application, and a written decision made within 14 days of that meeting. Employees are entitled to a witness and they also have the right to appeal.

Requests will be dealt with consistently, and decisions will be based on a set criteria. For all queries, please refer to Human Resources.

4H SALARY REVIEW

We review salaries and benefits annually, a salary review does not automatically result in a pay increase, it is discretionary and generally depends on budgetary and overall Company performance.

If your basic salary is above the salary bands then we will normally 'red-circle' your salary until it falls in line with pay bands. Red-circling means we will freeze your salary at its current level until it falls within the correct salary band

4I TRAINING POLICY

We have a commitment to provide opportunities and facilities for training and development for all employees.

Within this there is a commitment to continual personal development which is a two-way partnership with the manager and employee discussing the needs of individuals, at performance discussions and other formal and informal occasions. All discussions are to take place in line with department career plans to enable the most appropriate development activity to take place. Once these needs have been identified it remains the responsibility of the individuals concerned to monitor and enhance the development activities.

All training and development is recorded by the Training and Development department.

4J CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

In the course of your service with the Company, you may have access to confidential, technical, commercial or financial information about the business. The written permission of the Chief Executive must be obtained before such information is used or discussed. Permission is also required from the Chief Executive before confidential correspondence or documents may be removed from the Company premises. It is also a condition of employment that when you leave the Company, such information may not be discussed with any other party.

No employees should disclose information through any means such as the Press, publications, radio, T.V., lectures, on matters concerning the Company or of matters concerned with the occupation, which may have a bearing on the Company's interests, without the express approval in writing of the Chief Executive.

4K OUTSIDE INTERESTS

You may not engage in any outside activities or undertake any work outside the Company, whether paid or unpaid, which might conflict with this Company's interests. If you are unsure as to whether a conflict of interests might occur, please discuss this with your line manager.

4L RECRUITMENT POLICY AND FAIR EMPLOYMENT ARRANGEMENTS

The Company policy is to fill vacancies by promotion and/or transfers from within the Company. External recruitment will be undertaken where there are no suitable internal candidates available.

We will promote fairness in the workplace at all times and encourage all members of staff with the potential and ambition, to achieve career advancement within the Company.

4M SECURITY

Leaving the Premises

Please do not enter or leave the premises by an entrance or exit other than those approved for normal use or at times other than normal starting and leaving times, without prior knowledge of your Supervisor or Manager.

Company Property

You should not remove any Company property or property of other employees whilst engaged in your duties. Any willful or malicious damage to Company property will be regarded as "gross misconduct". You are not allowed to use the Company's time, material or equipment for anything other than Company work unless you have prior permission from your Supervisor or Manager.

Personal Property

You should take care to safeguard your belongings at all times while at work. Do not leave any bags or other valuables unattended at any time. Whilst reasonable precautions are taken to safeguard the premises, the Company is not responsible for the safety of your personal effects. Please check you have adequate insurance to cover any loss or damage to any of your property or effects brought onto the workplace.

No personal possessions should be kept on the shop floor at any time.

Lost Property

If you lose or misplace anything you should report it to your Supervisor or Manager immediately. If you find any property you should surrender it to the Human Resources Department.

4N EMAIL AND INTERNET POLICY AND PROCEDURE

The use of the e-mail system and the Internet within this company for business use, is encouraged, as its appropriate use facilitates communication and improves efficiency. Used correctly, it is a facility that is of assistance to many employees. Its inappropriate use, however, causes many problems ranging from minor distractions to legal claims against the company. This policy sets out the company's view on the correct use of the e-mail system, and explains how this can be achieved, as well as the company's response to inappropriate use.

E-mail procedures:

Authorised Use - The e-mail system, and the Internet are available for communication on matters directly concerned with the business of this company. Employees using the e-mail system should give particular attention to the following points:

- **The standard of presentation.** The style and content of an e-mail message must be consistent with the standards that this company expects from written communications. An e-mail signature should be used where appropriate that is also consistent with the above standards.
- **The extent of circulation.** E-mail messages should only be sent to those employees for whom they are particularly relevant.
- **The appropriateness of e-mail.** E-mail should not be used as a substitute for face-to-face communication. E-mails that are offensive or hostile can be a source of stress and damage work relationships. Hasty messages, sent without proper consideration, can cause unnecessary misunderstandings.
- **The visibility of e-mail.** If the message is confidential, the user must ensure that the necessary steps are taken to protect confidentiality. You and the company will be liable for any defamatory information circulated either within the company or to external users of the system.
- **E-mail contracts.** Offers or contracts transmitted via e-mail are as legally binding on the company as those sent on paper. The company rules prohibit this type of contract, company authorisation levels and rules must apply to offers or contracts.

Unauthorised Use - The company will not tolerate the use of the system for any of the following:

- Any message that could constitute bullying or harassment (e.g. social invitations, personal messages, jokes, cartoons or chain letters).
- Online gambling.
- Accessing pornography.
- Downloading or distributing copyright information and/or any software available to the user.

- Posting confidential information about other employees, the company or its customers or suppliers.
- Using another employee's password.

4O SOCIAL MEDIA POLICY

Social media definition

Social media is an interactive online media that allows users to communicate instantly with each other or to share data in a public forum. It includes social and business networking websites such as Facebook, Instagram, Google+, Twitter and LinkedIn. Social media also covers video and image sharing websites such as YouTube and Flickr, as well as personal blogs. This is a constantly changing area with new websites being launched on a regular basis and therefore this list is not exhaustive. This policy applies in relation to any social media that employees may use.

Use of social media at work

Limited social media use at work - Employees are only permitted to log on to social media websites or to keep a blog using the Company's IT systems and equipment outside their normal working hours (for example, during lunch breaks or after the working day has finished) and this must not under any circumstances interfere with their job duties or have a detrimental effect on their productivity. This includes laptop and hand-held computers or devices distributed by the Company for work purposes. The Company nevertheless reserves the right to restrict access to this type of websites at any time. Where employees have their own computers or devices, such as laptops and hand-held devices, again they must limit their use of social media on this equipment to outside their normal working hours.

However, employees may be asked to contribute to the Company's own social media activities during normal working hours, for example by writing Company blogs or newsfeeds, managing a Facebook account or running an official Twitter or LinkedIn account for the Company. Employees must be aware at all times that, while contributing to the Company's social media activities, they are representing the Company.

Company's social media activities - Where employees are authorised to contribute to the Company's own social media activities as part of their work, for example for marketing, promotional and recruitment purposes, they must adhere to the following rules:

- Use the same safeguards as they would with any other type of communication about the Company that is in the public domain
- Ensure that any communication has a purpose and a benefit for the Company obtain permission from their line manager before embarking on a public campaign using social media
- Request their line manager to check and approve content before it is published online
- Follow any additional guidelines given by the Company from time to time.

The social media rules set out below also apply as appropriate.

Social media rules - The Company recognises that many employees make use of social media in a personal capacity outside the workplace and outside normal working hours. While they are not acting on behalf of the Company in these circumstances, employees must be aware that they can still cause damage to the Company if they are recognised online as being one of its employees. Therefore, it is important that the Company has strict social media rules in place to protect its position.

Employees are permitted to identify their place of work on LinkedIn and other networking sites, however the principles of this policy must be adhered to.

When logging on to and using social media websites and blogs at any time, including personal use on non-Company computers outside the workplace and outside normal working hours, employees must not:

- Other than in relation to the Company's own social media activities or other than where expressly permitted by the Company on business networking websites such as LinkedIn, publicly identify themselves as working for the Company, make reference to the Company or provide information from which others can ascertain the name of the Company
- Other than in relation to the Company's own social media activities or other than where expressly permitted by the Company on business networking websites such as LinkedIn, write about their work for the Company - and, in postings that could be linked to the Company, they must also ensure that any personal views expressed are clearly stated to be theirs alone and do not represent those of the Company
- Conduct themselves in a way that is potentially detrimental to the Company or brings the Company or its clients, customers, contractors or suppliers into disrepute, for example by posting comments, images or video clips that are inappropriate or links to inappropriate website content
- Other than in relation to the Company's own social media activities or other than where expressly permitted by the Company on business networking websites such as LinkedIn, use their work e-mail address when registering on such sites or provide any link to the Company's website
- Allow their interaction on these websites or blogs to damage working relationships with or between employees and clients, customers, contractors or suppliers of the Company, for example by criticising or arguing with such persons
- Include personal information or data about the Company's employees, clients, customers, contractors or suppliers without their express consent (an employee may still be liable even if employees, clients, customers, contractors or suppliers are not expressly named in the websites or blogs as long as the Company reasonably believes they are identifiable) this could constitute a breach of the Data Protection Act 1998 which is a criminal offence
- Make any derogatory, offensive, discriminatory, untrue, negative, critical or defamatory comments about the Company, its employees, clients, customers, contractors or suppliers (an employee may still be liable even if the Company, its employees, clients, customers, contractors or suppliers are not expressly named in the websites or blogs as long as the Company reasonably believes they are identifiable)
- Make any comments about the Company's employees that could constitute unlawful

discrimination, harassment or cyber-bullying contrary to the Equality Act 2010 or post any images or video clips that are discriminatory or which may constitute unlawful harassment or cyber-bullying - employees can be personally liable for their actions under the legislation

- Disclose any trade secrets or confidential, proprietary or sensitive information belonging to the Company, its employees, clients, customers, contractors or suppliers or any information which could be used by one or more of the Company's competitors, for example information about the Company's work, its products and services, technical developments, deals that it is doing or future business plans and staff morale
- Breach copyright or any other proprietary interest belonging to the Company, for example, using someone else's images or written content without permission or failing to give acknowledgment where permission has been given to reproduce particular work - if employees wish to post images, photographs or videos of their work colleagues or clients, customers, contractors or suppliers on their online profile, they should first obtain the other party's express permission to do so.

Employees must remove any offending content immediately if they are asked to do so by the Company.

Work and business contacts made during the course of employment through social media websites and which are added to personal social networking accounts amount to confidential information belonging to the Company and accordingly must be surrendered on termination of employment.

Employees should remember that social media websites are in the public forum, even if they have set their account privacy settings at a restricted access or "friends only" level, and therefore they should not assume that their postings on any website will remain private.

Employees must also be security conscious when using social media websites and should take appropriate steps to protect themselves from identity theft, for example by placing their privacy settings at a high level and restricting the amount of personal information they give out, e.g. date and place of birth. This type of information may form the basis of security questions and/or passwords on other websites, such as online banking.

Should employees notice any inaccurate information about the Company online, they should report this to their line manager in the first instance.

Social media monitoring

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

- Promote productivity and efficiency
- Ensure the security of the system and its effective operation
- Make sure there is no unauthorised use of the Company's time
- Ensure that inappropriate, restricted or blocked websites are not being accessed by

employees

- Make sure there is no breach of confidentiality.

The Company reserves the right to restrict, deny or remove Internet access, or access to particular social media websites, to or from any employee.

Contravention of this policy

Failure to comply with any of the requirements of this policy is a disciplinary offence and may result in disciplinary action being taken under the Company's disciplinary procedure. Depending on the seriousness of the offence, it may amount to gross misconduct.

4P NO SMOKING

Smoking is not permitted in any part of the premises or entrances except in the designated area nor in any company vehicle.

All visitors, contractors and deliverers are required to abide by the no-smoking policy.

Employees are expected to inform customers or visitors of the policy, however they are not expected to enter into any confrontation which may put their personal safety at risk.

Any breaches of this policy will be dealt with in line with disciplinary procedures.

Electronic cigarettes - Please note that the Company prohibits the use of electronic cigarettes (also known as vaporising cigarettes or e-cigs) in its premises and Company vehicles on fire safety grounds.

5 GENERAL

5A CHANGES IN PERSONAL CIRCUMSTANCES

If you change your address or telephone number you must notify the Human Resources Department immediately. You should also inform the above of any other changes in your personal circumstances, e.g. marriage. You should also ensure that the information that you have given the Company concerning who to contact (e.g. relations etc.) in the event of an emergency is always available.

5B PERSONAL TELEPHONE CALLS

Incoming private telephone calls are not generally permitted unless they are urgent. In an emergency, the caller must contact your Manager who will either bring you to the phone or pass on the information.

Personal outgoing calls may not be made from a Company telephone other than for exceptional reasons if authorised by your manager. The use of mobile phones by employees on Company premises, during the course of their work should be avoided.

Employees should turn off all personal mobile phones during working hours.

5C CAR PARKING

The Company does not accept liability for any loss or damage which may occur to cars in the car park. There is no right to car parking at any site, and this may be withdrawn at any time.

5D INVENTIONS AND IMPROVEMENTS

The Company welcomes any suggestions from employees concerning improvements. Where an idea is taken up by the Company, this may result in a financial reward.

Any inventions and improvements made by you during the course of your work, belong to the Company. The Company has complete freedom to decide what action should be taken in respect of any invention or improvement.

5E EMPLOYMENT REFERENCES & MORTGAGE APPLICATIONS

The Company takes up employment references from your most recent employers. If you have not been employed for some period of time you will be asked to give the name and address of at least one professional person (not a relative), who has known you for at least four years. If you have just left full-time education, we will take up references from your school or college. References are confidential between the Company and your referee. All job offers are subject to us receiving satisfactory references. If your references are not considered to be

satisfactory, or if full and accurate information was not provided on your application form. The Company may withdraw your offer of employment and end your contract.

With your permission, banks, building societies etc., may apply to the Company for confirmation of earnings and employment etc. All requests should be addressed to the Human Resources Department

Open letters of reference will not be given to an employee or ex-employee except where he or she is going to work abroad.

5F ADVISORY NOTE ON THE USE OF PRIVATE VEHICLES ON COMPANY BUSINESS

The company may from time to time, ask that you use your private car to travel to other locations on business, for which the company will pay an agreed pence/euro/cent per mile allowance.

Employees should note that such payment by the company provides for a contribution to all associated costs of buying and running a car, including adequate insurance.

Employees are strongly advised to check, and obtain written confirmation from their insurer, that the cover provided includes travel on the individual's employers business and is not restricted to the policyholders business, social and domestic use. Fully comprehensive cover is always advised. Further advice/guidance can be obtained from Human Resources.

5G DATA PROTECTION

Your consent to information relating to you (personal data) being processed enables the Company to properly carry out its duties, rights and obligations as your employer. Such processing will principally be for human resources, payroll, administrative and management purposes only.

5H LONG SERVICE RECOGNITION

The Company appreciates and recognises the loyalty of long service and rewards those who stay for much of their working lives. Awards are presented to employees after 25 years and 40 years continuous service with the Company. Further details and arrangements for presentation of these awards will be communicated to you personally on completion of these years in service with the Company.

5I CLOTHING ALLOWANCE

You are entitled to two free business suits per year, one during the Spring and one during the Autumn, vouchers for which are issued at that time. The grade of the suit will be laid down by the Company on an annual basis at their discretion.

6 HEALTH AND SAFETY

6A HEALTH AND SAFETY POLICY

Everyone has a legal responsibility for the safety of themselves, their colleagues and our customers regarding Health and Safety at Work.

Safety is very much concerned with preventing accidents therefore there is a need to develop a "safety attitude".

Under the terms of our Health and Safety policy, the Company undertakes to ensure the health, safety and welfare at work of its employees, customers and the general public.

Each employee has a responsibility to ensure that his/her place of work is safe, not only for Company employees but also the public. We must be constantly aware of what may be a hazard. Sometimes by taking a little more care the hazard can be avoided; on other occasions you may have to consult your Manager to ensure that the hazard is removed.

All drinks and food that could spill should be carried with care using a tray and where a lift is provided this must be used to move from one floor to another to prevent accidents.

If a floor has been newly washed or polished, extra caution should then be taken to avoid a fall.

6B FIRE AND FIRE DRILLS

Remember the following in case of fire:

- Position of fire alarms
- Your role
- Position of extinguishers
- Fire exits
- Assembly points

It is imperative that safety precautions are followed and everyone is fully aware of what to do in the event of fire. Fire exits must be kept clear from obstruction. All employees must know their escape routes and assembly point in case of fire. A plan of fire exits and alarm points is posted on main noticeboards, together with details of what to do when the fire alarm is sounded. Please familiarise yourself with these arrangements.

Waste paper and packing materials are a major risk. Ensure these materials are disposed of properly. Observe the no-smoking rules – only smoke in areas where it is permitted.

Fire is a potential threat to safety. It is in your interest to know what to do in the event of fire and to prevent any possible causes of fire.

You can prevent this by:-

- Understanding the fire alarm signals for your premises
- Being familiar with the fire exits and routes to them
- Knowing the location of your fire assembly point
- Checking the locations and operating instructions of fire extinguishers and hose reels (where provided)
- Not smoking unless in a designated area
- Keeping rubbish to a minimum
- Reporting faulty electrical equipment and fittings
- Keeping exit gangways clear
- Keeping fire doors and shutters free from obstruction

You should ask your department manager to explain any instructions that you do not understand.

6C PERSONAL SAFETY AND SECURITY

Everyone shares the responsibility for the security and safety and authorised employees may search your belongings at any time while you are on Company premises. Refusal to comply fully with search procedures may leave you liable to disciplinary action.

Right of Search

Searches will only be carried out by authorised staff, in doing so no accusation is being made. Examination of parcels, bags, handbags, vehicles etc. are carried out with the maximum amount of discretion, and you may ask to be accompanied by a colleague and that the search be conducted in private. Female employees may request that the search be carried out by another female.

The Company may search your belongings at any time while you are on Company premises. Refusal to comply with search procedures may leave you liable to disciplinary action.

6D ACCIDENTS AT WORK

If you have an accident at work it is your duty to report it to Human Resources. It should be entered in the accident book and a report of an injury or dangerous occurrence will need to be completed. The same rules apply to any accident involving a customer or contractor on site. Please ensure that if a customer or contractor is injured, that you obtain all the relevant details including their name and address. The original copy of the accident report should be filed on site and a copy of all accident forms must be returned to Human Resources at Head Office.

If you are off work for more than ten consecutive days following an accident at work, the Human Resources Department are required by law to report the details to the Health and Safety Executive (HSE).

6E ALCOHOL AND DRUGS

Alcohol – You must not report for work under the influence of alcohol or having consumed alcohol unless there are exceptional circumstances for which you have received prior authorisation. You are not allowed to consume alcohol or have alcohol in your possession whilst at your place of work. On special occasions a limited amount of alcoholic drinks may be provided, however you must not report unfit for work through consumption of the same. Any breach of the rule may be treated as gross misconduct and disciplinary action will be taken.

Drugs and Intoxicants – You are not allowed to consume illegal drugs or other intoxicants or have such items in your possession, whilst at your place of work. You must not report unfit for work through consumption of the same. Any breach of the rule may be treated as gross misconduct and disciplinary action will be taken.

If you are taking any prescribed medication which could affect your performance whilst at work, you must inform your Manager immediately.

6F COMPANY CARS – SAFETY AND SECURITY

Any employee who has the use of a Company vehicle must ensure the vehicle is clean, tidy and maintained in a roadworthy condition. The vehicle must be kept secure at all times and driven in a responsible manner that ensures safety for the driver, other road users and the public.

If you are required to drive a Company Car then you must send a copy of your driving licence to Human Resources. If you use your car for any business purposes, you must ensure that your insurance policy covers 'use for business purposes'.

6G MANUAL HANDLING AND BACK CARE

If you are required to lift and carry loads as part of your role it is important that you always take care to protect your back.

You should always:

- Work within your own capacity and get help if necessary.
- Use mechanical aids where possible.
- Be aware of your posture at all times.



If you are pregnant or have a history of back, joint, hernia or other injury, which might affect your capacity to engage in manual handling activities, please tell your manager. Always ensure that you seek medical advice before engaging in further handling operations.

6H DISPLAY SCREEN EQUIPMENT

Whilst working with display screens ensure that you take regular breaks. If you feel that your work station is not a safe and suitable standard, please speak to your manager who will arrange an assessment.

6I NEW OR EXPECTANT MOTHERS

By law, the Company has certain obligations it must carry out with regard to new or expectant mothers. When you inform us about your pregnancy, the Company will carry out a risk assessment to ensure that you can work safely throughout the pregnancy. We recognise that all pregnancies and situations must be dealt with on an individual basis, and therefore we may agree with you for certain restrictions to be put in place on your normal working activities so that any risks are minimised. Please contact the HR Department if you have any questions.

6J HAZARDOUS CHEMICALS

Very rarely, we work with materials that may be harmful to you. More often, seemingly innocent materials or products for domestic use, such as aerosols for polish or air fresheners etc, can be flammable or extremely flammable. If these products ignite they could spread fire across a whole store or facility. We will strive to replace these items with non-flammable versions, but if you do use such products on a day-to-day basis, they must be contained in a metal cabinet to reduce the risk of ignition.

7 USEFUL CONTACT DETAILS AND NUMBERS



Reception, Head Office, Leeds
Granary Building,
1 Canal Wharf,
Leeds,
LS11 5BB

0113 2595500



Reception, Goole
Rawcliffe Road,
Goole,
DN14 6UA

01405 782800



Reception, Hartlepool
Powlett Road,
Hartlepool,
TS24 8LY

01429 242500

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www.bmb-clothing.co.uk

www.baird-group.co.uk