BRANCH MANUAL

RETAIL CONCESSIONS

BRANCH PROCEDURAL MANUAL

THE BAIRD GROUP

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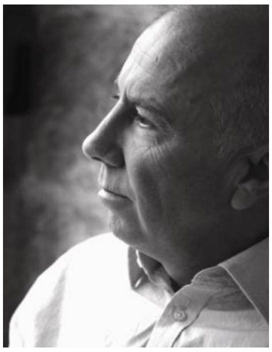
1 Introduction to the Company

1.1 Company Overview



Mission Statement

"The Baird Group will be the leading wholesaler and retailer of branded menswear products within the UK and Europe. As such it will be internationally known as a brand builder, and a place of first call for world renowned brands."

The Baird Group is one of the UK's most diverse menswear companies operating at all levels of the market. Its product ranges cover all aspects of the male wardrobe.

What makes Baird unique is the diversity of its distribution channels, the way it harnesses its brands, and its staff's talent to add value and give customers a real reason to buy. It has dedicated teams of designers, buyers and merchandisers to develop the brands and create store environments. The Group also employs highly unique and commercially motivated professional sales people and support staff to present its brands to customers and clients.

The core company activity is as a retail concessionaire and high street store operator. Baird works closely with its concession partners such as: Harvey Nichols, House of Fraser, Debenhams as well as quality independent stores, leveraging its brand mix to ensure its departments always look innovative and competitive. Baird also has its own chain of retail stores operating under the Racing Green, Suit Direct, and Jeff Banks fascias, supported by the leading UK dress hire business, Young's. We also have our own designer outlet centre Montague Mills which has a whole host of concessions alongside our own brands.

In addition Baird is one of the biggest menswear wholesalers, in Britain and Europe, with a national network of showrooms and sales teams selling into over 2000 active independent retailer accounts. It offers a mix of formalwear and casualwear brands.

Completing its full service package Baird sources and designs on behalf of customer's private labels providing own brand merchandise for businesses such as BHS, Burton, Debenhams and Tesco.

As the Baird Group continues to develop it will consolidate its position and confirm its status as one of Europe's most dynamic and diverse menswear operations.

Mark Cotter, Chief Executive Officer

1.2 Company History

BAIRD FAMILY TREE

1894
Alexandre founded — manufacturer and retailer of menswear.

1950
Alexandre commences partnership with American Armed Forces in Europe.

1971
UDS Tailoring formed from John Collier and Alexandre merger.

1986
Burton acquires John Collier and Alexandre.

1988
Centaur Clothes Group acquires business from Burton.

1989
William Baird PLC buys Centaur Clothes Group. Renamed as Baird Menswear Brands (BMB).

1990
Alexandre awarded Royal Warrants.

1991
Alexandre opens first stores with American Forces in the USA and acquires the Jeff Banks license.

1992
Debenhams suit exclusivity obtained. Alexandre wins Gold Award for Export.

1994
Arcadia suit exclusively obtained.

2000
BMB acquired via management buyout from William Baird.

2001
Alexandre wins UK Fashion Export Award. Launch clothing in Sainsbury's via BMB Apparel.

2003
Buy dormant Baracuta brand.

2004
Baracuta wins Export Award, Arafa Holdings acquires shares in BMB.

2005
BMB acquire Stuncroft Brands and Addison & Steele Tailoring.

2006
Sell BMB Apparel to Li and Fung.

2007
Acquired Melka.

2008
Acquired the Pierre Cardin Licence, purchased the Crowther Group and Worth Valley Menswear.

2009
Arafa combine UK investment SRG and BMB into Baird Group. Acquired 1 ...Like No Other.

2010
Baird sells Suits You and Melka. Retains Racing Green and Young's Hire. Sells Baracuta to Italian brand house WP.

2011
Baird starts Suit Direct outlet business. Launch BMB websites:
www.suitdirect.co.uk
www.racinggreen.co.uk
www.1likenoother.co.uk

2013
Convert Goole warehouse into factory outlet. Montague mills. Move to new London showroom.

1.3 Contacts

Leeds Head Office	Granary Building 1 Canal Wharf Leeds LS11 5BB	Tel Fax	+44 (0)113 259 5500 +44 (0)113 259 5501
Hartlepool Distribution Centre	Powlett Road Hartlepool Cleveland TS24 8LY	Tel Fax	+44(0)1429 242 500 +44(0)1429 242 501
Goole Wholesale Division	Rawcliffe Road Goole East Yorkshire DN14 6UA	Tel Fax	+44(0)1405 782 800 +44(0)1405 782 801
London Office/Showroom	Fourth Floor, 175-176 Tottenham Court Road London W1T 7NX	Tel Fax	+44(0)207 637 7650 +44(0)207 297 6890

Department	
Finance	01132 595432
Creative Design	01132 595605
Payroll / Human Resources	01132 595534
Merchandise Distribution	
Debenhams / House of Fraser	01132 595674
Beales / Indies	01132 555663
Suit Direct	01132 555581
Jeff Banks	01132 555581
Racing Green	01132 555581
Retail Administration	01132 595630
Retail Operations	
Concessions	01132 595526
Stores	01132 595633
Customer Services Co-ordinator	01132 595545
Formal Hire	
Young's Hire Controller	01132 595668
ACS	0141 781 6547
Made to Measure	
Made to Measure Controller	01132 595668
Customer Services	01405 782838
Technical Services	01405 785835
Hartlepool Postroom	01429 242554
TNT	08457 222666

2 Administration

2.1 Admin Ordering

Orders can be placed with the Post Room in Hartlepool by:

- Using the ‘Sundry Order’ function on the Touchscreen Retail System.
- Emailing ‘HP Post Room’ using OASys messaging.
- Calling 01429 242 554.

The item number must be quoted with every order, otherwise the order will not be taken.

5		MTM Transaction / Commission Claims Form
6		MTM Sales Ledger Book
7		MTM Kill Notes / Discount Book
8		Formal Hire Ledger Book
9		Formal Hire Weekly Sales and Commission Report
11		Formal Hire Collection Sheet
12		Prepaid Envelopes (Bespoke Services, Goole)
18		Ready Made Sales Book
21		Invoice / Transfer Discrepancy Book
23		Alteration Pad
25		Stock Loss Report
26		Employers’ Insurance Certificate
28		Staffing Schedules
30		Holiday Request Form
33		Expense Claim Forms
36		Blank Cuff Tickets
37		Sub-concession Book
38		Prepaid Envelopes (Retail Admin, Leeds)
39		Carbon Paper
45		Commission, Sales & RM Stock Movement Book (Combined 4 in 1 book)
46		Overtime / Attendance Book (Combined 2 in 1 book)
47	a	Formal Hire A5 Flyers – Student Package (Debenhams)
	b	Formal Hire A5 Flyers – Student Package (Suit Direct/Jeff Banks/Indies)
48	a	Formal Hire A5 Flyers – Groom Goes Free (Debenhams)
	b	Formal Hire A5 Flyers – Groom Goes Free (Suit Direct/Jeff banks/Indies)
49		Receipt Roll (For Formal Hire Thermal Printers Only)
50		Red Transfer Bags x 10 (BRANCH TO BRANCH ONLY)
51		Blue Transfer Bags x 10 (INTERNET RETURNS ONLY)
52		Yellow Transfer Bags x 10 (RECALL ONLY)
53		Purple Transfer Bags x 10 (PRIORITY RECALLS ONLY)
54		Red Clips (Set Seals) x 10
55		Formal Hire / MTM Appointment Cards
57		Carrier Bags Alexandre Large (HoF Stores Only)
58		Carrier Bags Alexandre Small (HoF Stores Only)
59		Suit Bags Alexandre Savile Row x 100 (HoF Stores Only)
60		Suit Bags Jeff Banks x 100 (Jeff Banks Stores Only)
64		Carrier Bags Jeff Banks Large (Jeff Banks Stores Only)
65		Carrier Bags Jeff Banks Medium (Jeff Banks Stores Only)
66		Carrier Bags Jeff Banks Small (Jeff Banks Stores Only)
67		Carrier Bags Suit Direct Clip Close (Suit Direct Stores Only)
68		Carrier Bags Suit Direct Large (Suit Direct Stores Only)
69		Carrier Bags Suit Direct Medium (Suit Direct Stores Only)
70		Carrier Bags Suit Direct Small (Suit Direct Stores Only)

71	Carrier Bags Suit Direct Tie Bag	(Suit Direct Stores Only)
73	Suit Bags CLEARANCE x 100	(Clearance Stores Only)
74	Carrier Bags PLAIN Large	
75	Carrier Bags PLAIN Medium	
76	Carrier Bags PLAIN Small	
77	Carrier Bags PLAIN Tie Bag	
78	White Drop-Loops (For Recall / Regroups)	

TRANSFER BOOKS TO BE ORDERED THROUGH RETAIL ADMIN: 0113 2595559

2.2 Weekly Paperwork Submission

Five business reply pre-addressed envelopes addressed to Head Office will be sent out at the beginning of each month for you to submit your weekly paperwork - one per week. Please ensure your paperwork is in the following order prior to inserting it in the envelope:

- Commission, Sales and RM Stock Movement sheets - with copies of all transfers in and transfers out, including any Staff Discount Purchase Transfers.
- Discrepancy notes, (if applicable), should be attached to the relevant Despatch / Transfer Note.
- Sub-concession Stock Sheets (if applicable.)
- Formal-hire Sales & Commission Reports (if applicable.)
- MTM Commission Claims.
- Alteration Recovery Details (if applicable and the alteration money is not paid to the Host Store direct.) If it is paid to the Host Store you will need to keep these records with the branch paperwork as any shortfall in recovery will be charged to the Company as an expense and you will need these records to verify there was a shortfall.
- Monthly Attendance Record.
- Any other correspondence, i.e. for payroll Department, Area Manager etc. should be placed in a separate envelope and addressed to the receiver in the same weekly envelope.

2.2.1 Weekly Branch Paperwork Storage

Please staple together the yellow copy of the Commission, Sales and RM Stock Movement sheet, all the copies of despatch notes and transfers in and write on the front the week end they apply to and store in a box file so they are readily available for the Auditors or Area Managers to check when needed.

2.2.2 Length of Paperwork Retention in Branch

Paperwork must be retained in the branch until an official audit by an Auditor has been carried out. Following an Official Audit, you will be advised by the Auditor which paperwork can be torn up and disposed of - this will not of course refer to any books which are in current use.

2.3 Electronic Point of Sale (EPOS) Procedures

2.3.1 Sales and Refunds

All transactions need to be processed using the host-store till systems. The procedure for using the till systems will be communicated to you as part of your host-store induction.

2.3.2 Exchanges

All exchanges need to be processed through the till as a refund and resale. This must be done even if the exchange is only a different size or fit. Failure to do this will make your system stock file inaccurate, and will be regarded as a breach of Company procedures.

2.3.3 Suit Sales (Mixer Garments)

You must ensure when selling mixer jackets and trousers that both garments are scanned and separate prices entered as you will only receive replenishments for items scanned or entered on the till.

2.3.4 Suit Sales (Set Suits)

Set-suits are a single unit of stock, and you should ensure that all suit jackets are sold with the correctly sized trousers (waist size 6 inches smaller than the jacket chest size). You should ensure that customers do not mix these up or try and purchase a mis-matched suit. You are not allowed to split up a set-suit unless authorised to do so by your Area Sales Manager.

2.3.5 Non-barcoded Garments

A barcode on some garments can be found in the inner breast pocket / inside trousers back seam which you can scan or manually input. If you cannot scan the correct barcode you should manually input the 13 digit barcode which you will find located in the inner breast pocket of the jacket / inside seam of the trousers.

If the product does not have the 13-digit barcode (e.g. shirts, ties etc.) then you should use the OASys system to search for the barcode for that line number (and size/fit where appropriate). Full details of this can be found in the OASys manual.

2.3.6 Missing Barcodes

If an item is missing it's barcode you should use the OASys system to print a replacement barcode which should then be attached to the garment. Full details on how to do this can be found in the OASys manual.

If you do not have access to the OASys system then you should contact Retail Administration who will send you the necessary barcodes.

2.3.7 Permanent Repricing

There will be occasions throughout the year when you will be instructed to permanently increase or decrease the price or certain lines of stock. This will be communicated to you from Head Office, and over-price stickers will be sent into the branch. These should be actioned within the specified timescales. You must ensure that new stock received in after the repricing has been completed is priced correctly.

2.3.8 Branches not on PLU System

Nb. All Debenhams Branches on PLU System do not need to key in a concession number or the price for sales and refunds if scanning the barcode as all stock is on Price Look Up (PLU).

You action a sale or refund in branches as follows:-

Sales

- Key in your concession number - a list of concession numbers is attached to this instruction and will be added to when new till buttons are brought into use (see 2.3.8)
- Scan the barcode.
- Price will come up automatically if on PLU (enter the price manually if not on PLU.)
- Continue sale as normal.

Refunds

- Select refund button.
- Key in your concession number.
- Scan the barcode (instructions on how to key in manually are shown below if the barcode has been removed.)
- Enter the price.
- Continue refund as normal.

2.3.9 Till Button Numbers

Debenhams	
1533	Princes Trust Polo
1589	Formal hire
1602	ADW for Formal hire
1607	Ben Sherman
1658	Jasper Conran
1674	Melka Casualwear Online
1706	Alterations
1764	Special Occasions
1792	Men's Suits
1819	Racing Green Suits
1820	Racing Green Casualwear
1833	Jeff Banks (Shirts / Ties)
1836	Overcoats
1893	Jeff Banks Suits Online
1898	Made to Measure
1899	Jasper Conran Suits Online
2001	Clearance
2008	Ben Sherman Suits Online
2015	Jeff Banks Suits
2101	Special Occasions Online
2102	Men's Suits Online
2115	Jeff Banks Online
2121	Men's Suits Clearance Online
2170	Racing Green Casual Online
2171	Racing Green Suits Online
2206	Hammond & Co.
2213	Hammond & Co. Online

House of Fraser	
300	Clearance
464	Ready-made
337	Formal hire
380	ADW for Formal hire

Beales	
570	Ready Made/Formal Hire

2.4 Ready Made Sales and Stock Movement Form

IF YOU WORK IN A STORE WHICH IS A NON-ADMIN STORE OR A NON-PAPERWORK STORE YOU DO NOT NEED TO COMPLETE THIS SECTION. If you are in any doubt please contact your ASM. However if you claim commission on your Ready-Made Sales you may still need to complete the bottom section of this form (Ready Made /Sub Concession Claims Form).

2.4.1 Example of Ready Made Sales and Stock Movement Form

BMB
CLOTHING
British Menswear Brands
Granary Building
1 Canal Wharf
Leeds
LS11 5BB

1
Branch No: 42987
Store Group: DEBENHAMS
Location: NOTOWN
Wk Ending: 29/05/2010

WEEKLY READY MADE SALES AND STOCK MOVEMENT REPORT

STOCK IN W/HOUSE	
DESPATCH REF. NO.	UNITS
2 1234	22
TOTAL	22 3

STOCK IN (Received in to Branch)	
TRANSFER NO.	UNITS
4 T 7654321	1
TOTAL	1 5

STOCK OUT (Transfered out of Branch)		
DESTINATION Br No	TRANSFER NO.	UNITS
6 42130	T 1234567	12
	TOTAL	12 7

NB. ATTACH COPIES OF ALL DESPATCH NOTES / TRANSFERS IN AND OUT

OPENING STOCK		TOTAL QUANTITY DELIVERED		UNITS REFUNDED		SUB TOTAL		UNITS SOLD		TRANSFER OUT QUANTITY		CLOSING STOCK	STOCK COUNT
1250	+	23	+	4	=	1277	-	58	-	12	=	1206	1205
8		9		10		11		12		13		14	15

2.4.2 Guidance Notes for Ready Made Sales and Stock Movement Form

- Enter the details for you store and the week ending (**1**).
- The stock in w/house box logs all the deliveries you receive into store. (**2**) Make a note of the despatch reference number, and the total number of units received. The total of all units received from the warehouse goes into the total at the bottom (**3**).
- The stock in (Received to branch) box logs all the deliveries received into the store from other branches (regroups/stock specials etc). The transfer note number they were received on and the number of units received are noted in this box (**4**). These are also totalled (**5**).
- The total number of units received from the warehouse (**3**) is added to the total received from other branches (**5**) to give the total delivered quantity (**9**).
- Stock transferred out of the branch is noted in the stock out (Transferred out of branch) box, and the destination branch number, the transfer note number and the number of units transferred out noted down (**6**). When stock is being sent to the Hartlepool warehouse 'HP RECALL' should be entered into the destination branch number column. Transfer notes which have been voided should also be logged in this box, with '*VOID*' being entered into the destination branch number column, and the units column (Nb. all copies of the VOID transfer notes except the final white copy

should be included with the weekly paperwork). The total units transferred out of the branch should then be totalled (**7**).

- The closing stock for one week is the opening stock for the next week (**8**).
- The units refunded (**10**) should be entered as the absolute number (i.e. not negative).
- The sub total (**11**) can be calculated by adding the opening stock (**8**) to the total quantity delivered (**9**) and the units refunded (**10**).
  (**8**) + (**9**) + (**10**) = (**11**)
- The closing stock (**14**) can be calculated by subtracting the units sold (**12**) and the transfer out quantity (**13**) from the sub total (**11**).
  (**11**) – (**12**) – (**13**) = (**14**)
- A physical stock count (**15**) should be done weekly. Not only does this highlight stock-loss issues, but also highlights any errors in completing the weekly paperwork. Nb. DO NOT use the physical stock count to update the following weeks opening stock.

2.5 Ready Made / Sub Concession Claim Form

IF YOU WORK IN A STORE WHICH HAS AN ALL INCLUSIVE SALARY SCHEME IN PLACE YOU WILL NOT NEED TO COMPLETE THIS SECTION. If you are in any doubt please contact your ASM. If you do not claim commission on Ready Made sales you will still need to complete the Sales Breakdown (**22**) at the bottom of this section.

2.5.1 Example of Ready Made / Sub Concession Claim Form

READY MADE / SUB CONCESSION CLAIMS FORM

Branch No	42987 (16)	Location	NOTOWN (16)
Storegroup	DEBENHAMS (16)	Wk Ending	29/05/2010 (16)

STAFF NAME (PLEASE PRINT IN BLOCK CAPITALS)	JOHN SMITH	DAVID JONES (17)			DAILY TOTAL	
EMPLOYEE No.	001234	003456 (18)				COMMENTS
SUNDAY	-	924.25			924.25	
MONDAY	114.50	-			114.50	
TUESDAY	290.40	-			290.40	
WEDNESDAY	-	184.86			184.86	
THURSDAY	338.07	99.43			437.50	
FRIDAY	SICK	-			424.90	
SATURDAY	1361.50	-			1361.50	
TOTAL	2104.47	1208.54 (19)				TOTAL £3,313.01
% CLAIMED	1.5%	2.5% (20)				NB: ALL FIGURES MUST AGREE WITH HOST STORE TILL READINGS (Show sales less refunds)
TOTAL COMMISSION	£31.57	£30.21 (21)				

	READY MADE (a)	SUB.CON. (b)	SUB TOTAL (a+b)	SPEC.OCC	HIRE	MTM	TOTAL SALES
SALES BREAKDOWN (22)	£3,737.91	-	£3,737.91	£227.50	£459.70	-	£4,425.11 (23)

Signed: J.Smith (24) (BMB)   Signed: T.Black (25) (HOST STORE)

TOP COPY - HEAD OFFICE   BOTTOM COPY - STORE

2.5.2 Guidance Notes for Ready Made / Sub Concession Claim Form

- Enter the details for you store and the week ending (**16**).
- Write your name (**17**) and employee number (**18**) in the boxes provided. You can find your employee number either from your pay-slip, or by contacting the Payroll department at Head Office.

- Enter the amount of sales you are entitled to claim for that day. Details can be found in the branch manual regarding entitlements, or speak to your ASM. Normally this would be the total sales for the store split pro-rata on the hours worked for that day. The totals claimed for each day should not exceed the total daily sales for the store for that day (unless employees were covering another store, in which case the daily sales claimed for both stores cannot exceed the combined total daily sales for both stores).
- The individual employees weekly sales total (**19**) can be calculated by adding up the daily sales totals for that week.
- This weekly sales total will determine the rate of commission the employee is entitled to using the retail incentive scheme commission bands. The rate of commission entitled to is entered into the % claimed box (**20**).
- Multiply this percentage by your total for the week. This gives you your total commission, enter this into the box (5).
- Finally complete the sales breakdown (6). Enter the totals for each department and then add them together to give the total sales for the week (7)
- Sign and then get the host store manager to sign (8).
- The top copy of this form is sent to head office and the bottom copy remains in store (preferably in the book if possible – otherwise file in a ring-binder or similar to ensure they are kept in order.

2.6 Expense Claim Form

All expenses, including Made to Measure and Formal-hire, should be recorded on an Expenses Claim Form using the following procedure. The following points are listed as guidelines, if you require any additional guidance please speak to your Area Manager.

- All expenses should be agreed by the Area Manager prior to being actioned.
- All expenses must be accompanied by a valid receipt (if VAT has been applied then a valid VAT receipt must be submitted).
- All expenses must be of a valid date which relates to your expense.
- When postage costs are incurred for transferring stock to another branch, details of the branch (i.e. branch number) receiving the transferred stock must be stated on the expense form. This is because the expense needs to be charged to the branch receiving the benefit, e.g. with stock transfers the branch receiving the transferred stock will get the benefit, as they will make the sale. Therefore it is essential that you detail postage costs correctly so the expenses can be recharged to the correct branches.
- Using the same principle as for the postage detailed above, reasons for travel should be quoted on the expense form, i.e. training / cover, etc. Additionally, details of the branch (i.e. branch number) which is being trained/covered should be included in order for the cost to be recharged to the branch who is receiving the benefit, e.g. In the case of staff covering holiday/sickness in a different branch, then the branch being covered is receiving the benefit.
- In addition to points above, it is also important that travel and postage expenses are broken down by the cost of each item claimed, clearly stating the branch that has received the benefit by branch number.
- When claiming mileage you will need to submit a VAT inclusive receipt which relates as near as possible to the date that you do the travelling.
- You can claim expenses for your travel ONLY if the journey is longer than your usual commute to your contracted store.

- Any store cover that requires a journey equal to or less than your normal commute will not be reimbursed. (Any parking / toll charges are separate to this and will be reimbursed as appropriate.)

Further copies of the Expense Claim Form can be obtained from the Postroom, Hartlepool.

2.6.1 Example of Expense Claim Form

NAME (1) John Smith DATE (2)

EMPLOYEE NUMBER (3) 001234

LOCATION/STORE NO (4) Notown / 42987

THE BAIRD GROUP

EXPENSE CLAIM FORM

HEAD OFFICE USE ONLY
POSTING REFERENCE:-
DATE
ENTERED BY

DATE	DETAILS	PETROL OIL (FOR HIRE CAR)	CAR REPAIRS	PARKING/ TOLLS	MILEAGE (PRIVATE CAR USE)	HOTEL	MEALS & DRINKS	PHONE & MOBILES	STATIONERY	UK TRAVEL	FOREIGN TRAVEL	POSTAGE	SUNDRY	TOTAL
1 (5)	Travel from Debenhams Notown 42987 to Debenhams Anywhere 42876 for Training									£13.45				£13.45
BELOW LINE FOR H.O. USE ONLY	GROSS TOTAL													
	DEDUCT VAT													
	NET TOTAL													
COST CENTRE	P/L CODE	440-414-	440-416-	440-415-***	440-425-***	445-419-***	445-423-***	535-509-*** 535-510-***	530-505-	445-418-***	445-420-***	530-508-	782-720-	

IMPORTANT
1. VAT RECEIPTS MUST ALWAYS BE OBTAINED AND CLEARLY SHOW THE VAT NUMBER
2. ALL RECEIPTS MUST BE IN ORDER AND OR NUMBERED AND ATTACHED TO THE TOP LEFT CORNER
3. MAKE SURE YOU HAVE SIGNED THE FORM BEFORE SENDING TO BE AUTHORISED
4. PLEASE RETAIN A COPY FOR YOUR REFERENCE

I HEREBY CONFIRM THAT THESE EXPENSES ARE WHOLLY FOR THE PURPOSE OF PERFORMING MY DUTIES	CLAIMANTS SIGNATURE (6)	AMOUNT £ £13.45 (7)
AUTHORISED SIGNATURE	NAME OF AUTHORISED PERSON (PRINT NAME) (8)	AUDITED BY

2.6.2 Guidance Notes for Expense Claim Form

- The Expense Claim form is for individual employee claims. If multiple employees from a store incur an expense they would each need to submit a separate expense claim form.
- Enter your Name (**1**), Employee Number (**3**) and your Location/Store No. (**4**) This would be your base branch.
- Enter the week-ending date (**2**) for all expense claims for you for that week.
- Enter the details of the expense (**5**) including the date the expense was incurred. Detail all aspects of the expense, for travel ensure you include both where you are going to (including the store number if it has one) and where you started your journey from. When claiming for private car usage you should include the total mileage claimable and the rate claimed, the total monies claimed should then go into the 'mileage (Private car use)' column. The total expense should be also written in the total column at the end of the row.
- Each expense should have its own line. E.g. Parking charges associated with private car usage etc are treated as separate expenses and should each have a description associated with each expense amount.
- All receipts should be numbered, and the receipt number should be written next to the expense it relates to.

2.7 Attendance Return

The attendance return is used to record your attendance at work, and detail any holiday or sickness you have taken. The attendance return is completed by each employee once per month, up to and including the last Saturday of each month.

2.7.1 Example of Attendance Return

BMB
CLOTHING
British Menswear Brands

Granary Building
1 Canal Wharf
Leeds
LS11 5BB

Branch No 42987
Store Group DEBENHAMS
Location NOTOWN
Month MAY
Staff Name JOHN SMITH
(PLEASE PRINT IN BLOCK CAPITALS)

Monthly Attendance Return

W/E	SUN	MON	TUE	WED	THU	FRI	SAT	COMMENTS
01/05/10	D/O	7.5	7.5	D/O	7.5	7.5	7.5	
08/05/10	D/O	7.5	7.5	D/O	7.5	S	7.5	Sick - Toothache
15/05/10	5.5	7.5	7.5	D/O	D/O	H	H	
22/05/10	D/O	H	H	D/O	7.5	7.5	7.5	
29/05/10	D/O	7.5	7.5	D/O	7.5	7.5	7.5	Overtime Thurs Even.

To be completed each month, up to and including the last Saturday of the month.

I UNDERSTAND THAT:

1: All claims in respect of additional hours to be paid or taken in lieu are subject to authorsation by my Area Sales Manager

2: If any sickness, holiday or lieu is claimed on this form to which I am not entitled it will be deducted from my next months pay

I certify that this is an acurate record of my attendance

Signed: J. Smith (Employee)

Signed: T.Black (Branch Manager)

A = Absence without Leave
H = Holiday
B = Statutory Holiday

P = Leave granted with pay
S = Certified sickness
L = Time off in Lieu

2.7.2 Guidance Notes for Attendance Return

- Please enter the details for your store in the top corner (**1**).
- An attendance return is unique to each individual so you must complete your own attendance return up to and including the last Saturday of each month. The top copy can be sent with the weekly administration for that week.
- Enter the number of hours you have worked for a particular day in the relevant box. This would exclude any time for unpaid breaks (where eligible). There are a series of abbreviations (**3**) which can also be used to indicate for example holiday or sickness.
- Please ensure you sign the attendance return, and get the host-store manager to sign as well (**4**).

2.8 Overtime Claim Form

All overtime must be agreed with your Area Sales Manager in advance before you undertake any additional work. It is your responsibility to ensure you submit the Overtime Claim Form to your Area Sales Manager for authorisation after the overtime has been completed.

2.8.1 Example of Overtime Claim Form

5

Branch No 42987
Month FEBRUARY 7
Staff Name JOHN SMITH
(PLEASE PRINT IN BLOCK CAPITALS)

Overtime Claim Form

W/E	SUN	MON	TUE	WED	THU	FRI	SAT	PAID	LIEU
29/05/10					2.5				

Signed: J. Smith 6
(Employee)

Signed:
(Area Sales Manager)

TOP COPY - AREA SALES MANAGER

BOTTOM COPY - STORE

2.8.2 Guidance Notes for Overtime Claim Form

- If you have any overtime to claim please fill out the overtime claim form attached to the bottom of the attendance return (**5**).
- Enter the store number, the month and your name (**7**).
- Enter the additional hours worked for the day. You only need to include weeks where you are claiming overtime. Tick whether you would like this overtime paid or in lieu, as agreed with your ASM.
- Sign (**6**) and then detach the overtime claim form section and send it to your ASM. They will sign and forward this on to the payroll department. If you wish to send any paperwork to your ASM put it inside a separate envelope with their name on it, and put it in with the weekly administration.
- If you do not submit your Overtime Claim Form to your ASM promptly then this may delay your overtime payment.

2.9 Branch Holiday Request Form

If you store has access to the OASys system you should ensure you submit your holiday requests via email.

The branch holiday request form allows you to plan the holiday for all employees working in a store. For further information relating to the procedure for taking holiday entitlement refer to the employee handbook, or speak to your ASM.

2.9.1 Example of Branch Holiday Request Form

BMB
CLOTHING
British Menswear Brands

Granary Building
1 Canal Wharf
Leeds
LS11 5BB

Branch No: 42987
Storegroup: DEBENHAMS
Location: NOTOWN

BRANCH HOLIDAY REQUEST FORM

STAFF NAME:	DATE:	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
John Smith	FROM			16/6/10	4 days		5/9/10	10 days				8/2/11	3 days
	TO			23/6/10			18/9/10					14/2/11	
David Jones	FROM	4/4/10	2 days			15/8/09	2 days						
	TO	10/4/10				21/8/09							
	FROM												
	TO												
	FROM												
	TO												
	FROM												
	TO												
	FROM												
	TO												
	FROM												
	TO												
	FROM												
	TO												

COMMENTS:

SIGNITURE (CONCESSION MANAGER) J.Smith

2.9.2 Guidance Notes for Branch Holiday Request Form

- The holiday request form has space for all employees who work in the branch, each employee has a separate line.
- Fill in the inclusive dates when you are on holiday, or unavailable for work.
- Write next to these dates how many days holiday you are taking excluding any days off which may be included in your time off.
- The Holiday request form must be sent to your Area Sales Manager for authorisation who will sign it and return it to you if holiday is confirmed.
- As these periods are often very busy for us, if possible try to avoid taking holiday at these times.
  - Sales.
  - Mega Days/Promotional events.
  - Bank holiday weekends.
  - School holidays.
  - When colleagues in neighbouring stores are also off.

2.10 Alteration Procedure

All stores have been issued with a BMB Garment Alteration book, which should be used to detail all requirements for all alterations going out to a tailor.

Each docket is numbered to allow you to keep track of alterations and to chase them up with your tailor as required.

The Garment Alteration books are in triplicate format. Therefore when a docket is completed the white copy should be sent with the item to be altered to the tailor, the yellow copy to the customer and the pink copy should be retained in store.

Further supplies of the Garment Alteration book can be requested from the post room in Hartlepool.

2.10.1 Charging for Alterations

All alterations should be charged to the customer at plus 50% of what we are charged by the local tailor unless a free alteration is authorised by your Area Manager.

2.10.2 Processing of Alterations

Alteration charges should be processed through the till using the specified till number and an in-store record should be kept of all alteration charges made in order to agree with the tailor's bill.

In Debenhams stores the alteration charge should be processed through the till using the department 1706. In all other store groups the alteration charge should be processed through the standard BMB Ready Made department number.

Any monies taken for Alterations should be shown on the Sales Breakdown of the weekly Ready Made/ Sub Concession Claim Form

2.10.3 Payment of Tailor's Invoices

The Tailor should complete a purchase ledger form from Head Office, and send all tailors bill to Head Office who will organise payment direct to the tailor.

3 Stock Movement

3.1 Transfer Procedure

3.1.1 Stock Transfers
Stock transfers should only be carried out when you have received a specific notification to do so. You should not transfer stock unless you have received a recall/regroup notification, or an instruction from the distribution team at Head Office or your Area Sales Manager.

3.1.2 Rules of Transferring Stock
It is vital that you adhere to the rules for transferring stock.

- Maximum of 16 units per set in total.
- No more than 8 Jackets or 8 suits per set (or 6 overcoats)
- One transfer note per set.
- Drop-loop trousers behind jackets or other trousers.
- Red set-seal per set.
- All security tags must be removed from garments prior to transfer.

IF YOU DO NOT ADHERE TO THESE PROCEDURES THIS MAY RESULT IN THE TRANSFER BEING RETURNED TO YOU.

Examples of suitable sets
- 8 Jackets + 8 Trousers
- 16 Trousers
- 4 Jackets + 12 Trousers

3.1.3 Colours of Bags for Stock Transfers
When transferring stock it is important to ensure that you use the correct coloured bag.

- Red: Red bags are used for Inter-store transfers. This is likely to be as a result of a regroup notification. All stock sent to another branch should be sent in red bags.

- Yellow: Yellow bags are used for recalls to the Hartlepool Warehouse/Distribution Centre. This is likely to be as a result of a recall notification.

- Purple: Purple bags are used for Priority recalls to the Hartlepool Warehouse/Distribution Centre. The use of purple bags will be specified on any recall notification you receive, and is to allow the Warehouse operatives to prioritise this stock so it can be sent out to another store much more quickly.

- Blue: Blue bags are used for returning internet items which have been refunded in your store (excluding shirts and ties). Stock is transferred to Hartlepool in the usual fashion.

Additional quantities of coloured bags can be obtained from the Hartlepool Postroom.

3.2 Recall/Regroup Notifications

Stores with an OASys system will receive recall/regroup notifications through the OASys system. You will receive an email notifying you of new recall/regroups. These should be actioned promptly, as other stores may be waiting on this stock.

All recall/regroups should be sent in the appropriate coloured bag. This will be specified on the recall/regroup notification. The stock should be presented on the correct hanger and size-cubed so that it can be put straight onto the shop floor when received by the receiving branch.

The recall/regroup notification will give an indication of the size/fit of the recalled/regrouped garments you should have in store, however if you have additional garments not listed but in the same line number these should also be included as part of the recall/regroup.

3.3 Internet Refunds

When customers purchase stock on the internet from the Debenhams or House of Fraser website they have the option of returning the item in-store. When you receive an internet refund you must notify Steve Jackson via OASys email. Any jackets or trousers that are returned should be sent back to the Hartlepool warehouse, other items such as shirts or ties should be retained in store and sold. Items refunded from the internet site should be returned to the warehouse in a blue transfer bag. Any branded product not sold in your store should also be returned in blue bags.

3.4 TNT Procedure

If you are transferring stock between branches or returning stock to the warehouse this would normally be done using the TNT 2-day service. The contact number for TNT is 08457 222 666. You must ring before 4PM, and usually the stock will be collected the next working day. When ringing say you have a collection for BMB group. TNT will require the following information from you:

- Your store number
- The full address of your store
- Store telephone number
- Your name
- How many (sets/visible hangers) are being collected
- Where it is going to (Destination store number if it has one)

Please do not use this procedure for the return of hire garments to ACS, if you are not sure of the process for returning hire garments please speak to your Area Sales Manager.

3.5 Transfer Note

A transfer note is used to transfer stock from stores to other stores, the warehouse or Head Office. The transfer note has a unique number which can only be used once, and is linked to the store where the transfer note is created.

3.5.1 Paperless Transfers

If your store has access to the OASys system you may be required to do a paperless transfer. In this case you will have a list of 'T' numbers to use instead of the manual transfer book. These T-numbers are equivalent to the T-number on the paper transfer notes, and are unique to each individual transfer, therefore they can only be used once.

Additional T-numbers can be requested from Retail Administration between 9.30am – 11.30am, and between 2.30pm – 4.30pm. Requests should be made when 10 numbers are left, i.e. not wait until you are down to the last number.

The manual transfer book is still required to be kept in store as this will be used for staff transfers and when your Area Sales Manager or Auditor writes off stock.

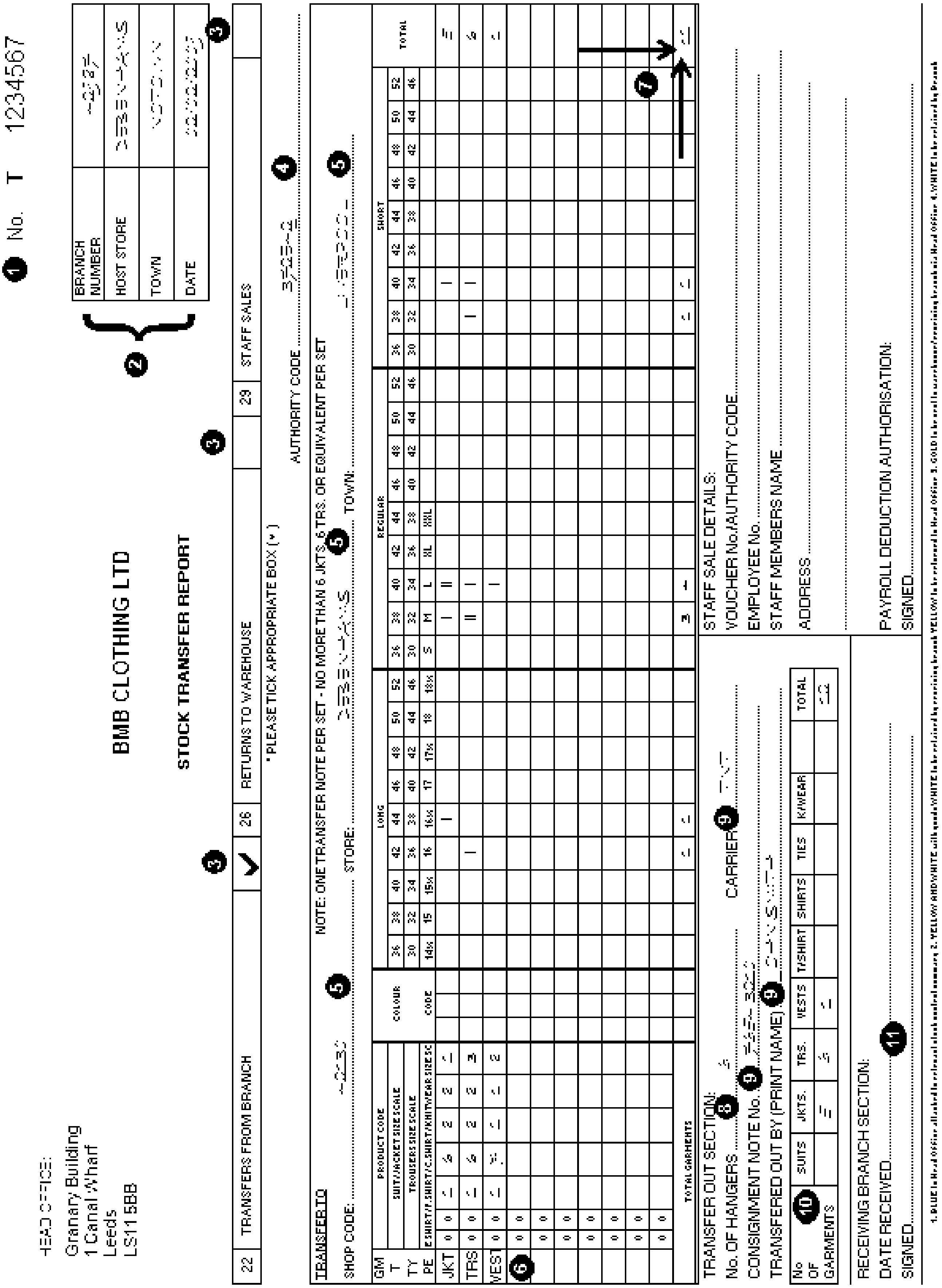
For full details on processing a transfer using the OASys system please refer to the Retail OASys training manual. If you have any queries regarding the transfer procedure please speak to your Area Sales Manager or a member of the Training Department.

3.5.2 Transfer Book

The transfer book should remain in store at all times. All relevant copies of the paper transfers should be distributed correctly, with the final white copy of the transfer remaining in the transfer book. There are no exceptions to this, including where the transfer notes have been voided.

The transfer book should be used for all staff purchases, including the staff discount scheme and staff discount voucher scheme. The transfer book should also be used when stock is written off by your Area Sales Manager or the Company Auditor. The transfer book may also be used when the OASys system and computer system in store are unavailable, although you should seek authorisation from your Area Sales Manager before doing this.

3.5.3 Example of Transfer Note



HEAD OFFICE:
Granary Building
1 Canal Wharf
Leeds
LS11 5BB

BMB CLOTHING LTD

STOCK TRANSFER REPORT

No. T 1234567

BRANCH NUMBER
HOST STORE
TOWN
DATE

22 TRANSFERS FROM BRANCH
26 RETURNS TO WAREHOUSE
29 STAFF SALES

* PLEASE TICK APPROPRIATE BOX (✓)

AUTHORITY CODE

TRANSFER TO

SHOP CODE
STORE
TOWN

NOTE: ONE TRANSFER NOTE PER SET - NO MORE THAN 6 JKTS, 6 TRS. OR EQUIVALENT PER SET

GM T TY PE
PRODUCT CODE
COLOUR CODE
LONG
REGULAR
SHORT
TOTAL
JKT
TRS
VEST
TOTAL GARMENTS

TRANSFER OUT SECTION:
No. OF HANGERS
CARRIER
CONSIGNMENT NOTE No.
TRANSFERED OUT BY (PRINT NAME)

No OF GARMENTS	SUITS	JKTS.	TRS.	VESTS	T/SHIRT	SHIRTS	TIES	K/WEAR	TOTAL

STAFF SALE DETAILS:
VOUCHER No./AUTHORITY CODE
EMPLOYEE No.
STAFF MEMBERS NAME
ADDRESS
PAYROLL DEDUCTION AUTHORISATION
SIGNED

RECEIVING BRANCH SECTION:
DATE RECEIVED
SIGNED

3.5.4 Guidance Notes for Transfer Note

1. This is the Transfer Note Number which is unique to your store and this transfer. The transfer note can only be used once.

2. Complete the Branch Number, Host Store, Town, and Date.

3. Select the type of transfer which you are doing:
    - Transfers from Branch – are going to another branch or Head Office.
    - Returns to Warehouse – going to the Hartlepool Recall Centre (or occasionally to another warehouse, e.g. Goole)
    - Staff Sales – Purchases either using the discount clothing voucher or employee discount scheme. For the full procedure on completing a staff sale please consult section 4 of this manual.

4. Enter the Authorisation code for the transfer. This will be issued by Merchandising for recalls and regroups, or from Retail Admin for Staff sales.

5. Enter the details for the destination where the items are going to.
    - For transfers to other branches complete Shop Code (Store Number) / Store / Town
    - For Returns to Warehouse write HP RECALL into the Shop Code section and HARTLEPOOL into the town section.
    - There are different procedures to follow for a staff purchase, please refer to the relevant section of the Branch Manual when completing a Staff purchase.

6. Enter the type of garment you are transferring. For Jackets and Trousers please write JKT or TRS respectively, rather than just J or T which can easily be confused. The garment type determines which size scale is read.

7. Enter the total number of items for each column and each row and check they agree with the final total number of garments.

8. Now fill in the number of visible hangers. Items which are drop-looped are not counted.

9. Next enter the carrier (usually TNT), the consignment note number (given by TNT), and print your name.

10. Finally complete the garment summary box to confirm the number of each garment being transferred and the total.

11. When you receive stock into your branch from another store with it you will receive the yellow and white copies of their transfer note. Sign and date to confirm receipt. The yellow copy is sent to Head Office with the weekly paperwork, the white copy is retained in your store.

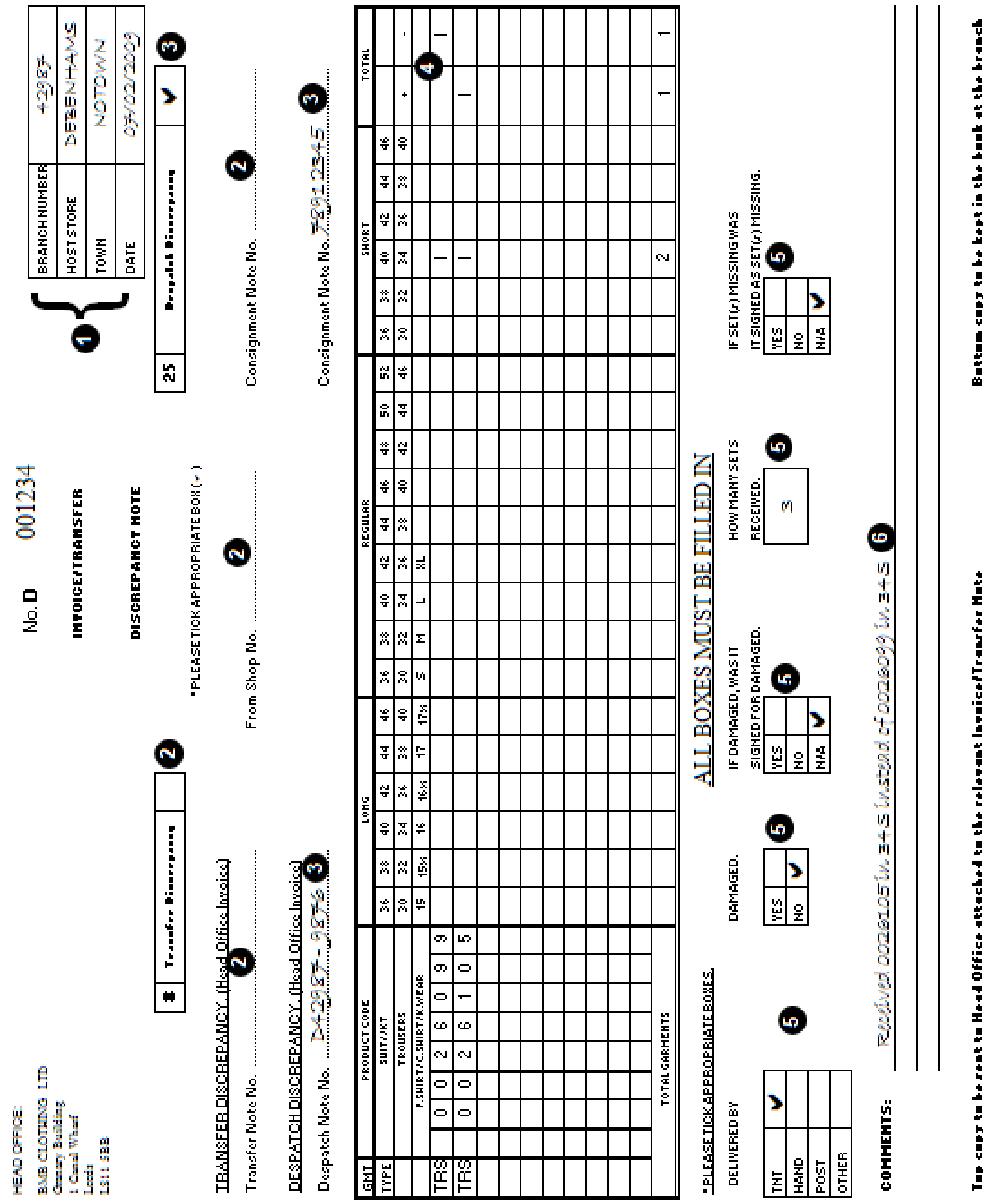
3.6 Invoice/Transfer Discrepancy Note

If you receive stock into your store, either a delivery from the warehouse or a transfer from another store and there is a discrepancy between what is on the despatch or transfer note and what you have physically received then you need to let head office know what you have in-store, otherwise they will assume you had the items on the paperwork with the transfer.

You can either do this using the OASys system through the manifest receipt, if your store has access to OASys. Please refer to the Retail OASys Manual for further details. If your store does not have access to the OASys system you will need to complete an invoice transfer discrepancy note.

IF YOUR STORE HAS ACCESS TO OASYS YOU DO NOT NEED TO FILL AN INVOICE/TRANSFER DISCREPANCY NOTE.

3.6.1 Example of Invoice/Transfer Discrepancy Note



3.6.2 Guidance Notes for Invoice/Transfer Discrepancy Note

- Enter the Branch number, host store, town, and date as before **(1)**.
- Choose between a transfer discrepancy **(2)** or a despatch discrepancy **(3)** and fill out the details relevant to each one.
- Enter the garments as before in the transfer note, the only difference being that on the right hand side instead of a total column there is a (+) column and a (-) column **(4)**.

Looking at the completed example we had received a delivery from the warehouse where we had received 0026105 in 34S instead of 0026099 in 34S.

Firstly consider line number 0026099 in size 34S which is missing from the delivery. The line number, size and fit are entered as per the transfer note, however we now enter 1 into the (-) column, to indicate we have received 1 less garment than we should have.

On the second row would we would enter the details for line number 0026105 in 34S, and in the total column would enter 1 into the (+) column.

If a single item is missing or a single item too many is received then we would fill in a single line of the IDN with the details for that item. If more than 1 item is missing or you have received too many items then you would continue adding them in the rows below.

- There are a series of check-boxes to be completed **(5)**. It is important to retain the external (green) bags until you have checked off the items as some of this information is most easily found from the TNT sticker on the outside of these bags.
    - Who was it delivered by?
    - Was the set damaged (This may be why an item is missing)
    - If damaged was it signed for damaged?
    - How many sets received (found on the external TNT sticker)
    - If set(s) missing was it signed as set(s) missing?
- There is also a comments box **(6)** where you can write a brief description of what you have just represented, e.g. ‘received 0026105 in 34S instead of 0026099 in 34S’.

- If you receive part of a multipart set, do not complete an invoice/transfer discrepancy note immediately, but wait until at least after the next TNT delivery – sometimes a set can be delayed in delivery, this does not mean it is ‘missing’. However do not wait for more than a week before logging the missing items. If in doubt contact Retail Admin at head office.

3.7 Despatch Notes

A despatch note or manifest accompanies stock received from the warehouse. There will be one despatch note per delivery (this delivery may contain more than one set).

3.7.1 Example of Despatch Note

** DESPATCH NOTE **** DESPATCH NOTE **** DESPATCH NOTE **** DESPATCH NOTE **

❶ ❷

Delivery Address	BMB Clothing Ltd	Manifest No. : 123456
Notown	Granary Building	Ref. : D42987 – 1234
Debenhams PLC	1 Canal Wharf	Date : 29/01/09
		Pick Note : 987654
Notown	Leeds	From : HP Warehouse
United Kingdom	LS11 5BB	
NT1 2AB	Vat Reg. GB 758 5305 08	
	Tel: 44(0)1132 595 500	
Pick Note : 1234567	Fax: 44(0)1132 595 501	
		** TNT 3 DAY **
Branch : 42987		

Product	Colour	Description	Size	Qty	Selling Price
❸ 0024440	290	BLACK STRIPE MXTRS	32R	1	69.00
0026098	170	NAVY STRIPE JACKET	44R	1	130.00
0026098	170	NAVY STRIPE JACKET	40S	1	130.00
0026099	170	NAVY STRIPE TROUSER	36R	2	69.00
0026099	170	NAVY STRIPE TROUSER	34S	1	69.00
0026104	250	GREY/BLUE STRIPE JKT	38L	1	130.00
0026104	250	GREY/BLUE STRIPE JKT	42L	1	130.00
0026104	250	GREY/BLUE STRIPE JKT	38R	1	130.00
0026104	250	GREY/BLUE STRIPE JKT	40R	2	130.00
0026104	250	GREY/BLUE STRIPE JKT	42R	1	130.00
0026105	250	GREY/BLUE STRIPE MT	32L	1	69.00
0026105	250	GREY/BLUE STRIPE MT	38L	1	69.00
0026105	250	GREY/BLUE STRIPE MT	34R	3	69.00
0026105	250	GREY/BLUE STRIPE MT	36R	2	69.00
0026200	660	TAUPE/FAWN CHALKSTRIPE SB2	36R	1	119.00
0026200	660	TAUPE/FAWN CHALKSTRIPE SB2	36S	1	119.00
0026201	660	TAUPE/FAWN CHALKSTRIPE MT	32S	1	60.00

DESPATCH TOTAL QUANTITY ❹ 22 J. Smith 2/2/09

Manifest History :	123456	29/01/09	123453	16/01/09
	123455	26/01/09	123452	12/01/09
	123454	22/01/09		

❺ Despatch Analysis :
: Mixer Jacket 10
: Mixer Trouser 12

3.7.2 Guidance Notes for Despatch Note

- **Delivery Reference Number**

This starts 'D' followed by the Store Number **(1)**, followed by a reference number which is unique to this delivery **(2)**. There is one delivery note per delivery, although this could be contained within several sets. It is good practice to check that the store number is correct i.e. it has been delivered to the correct store.

- You must check that what is on the delivery note is what you have received in store. Go through each item of the delivery and check this off on the manifest that the line number, size and fit are correct **(3)**.
- When you have ascertained that everything has been delivered correctly, circle the total quantity, sign and date **(4)**.
- The Despatch Analysis at the bottom of the manifest provides a useful summary to check quantities, especially if there is a discrepancy **(5)**.
- Abbreviations used on the Manifest are:
  - MX: Mixer
  - TRS: Trousers
  - MT: Mixer Trousers
  - JKT: Jacket
- Retain the copy of the despatch note in store for future reference. If you complete the weekly stock movement report make sure you log the relevant information onto this report.

NB: If you are in a store which has access to OASys, for example on a Retail System, then you will need to accept the manifest using OASys. For more information on this please refer to the Retail Touchscreen System Manual in-store.

4 Staff Purchase Procedure

4.1 Staff Discount Scheme

4.1.1 Allowance

All Retail Staff are allowed to purchase garments at 50% (of the Full Retail Selling Price – not the sale or discounted price) up to a total amount of £1000 (equal to £2000 RSP) per annum. Nb. If you spend £100 you will pay £50, but £100 will be deducted from your £1000 allowance.

All BMB garment types can be purchased and will be taken into account in the £1000 allowance. You must ensure you have tried the garments on and definitely want them, as refunds or exchanges will not be permitted.

Employees must have successfully completed their probationary period before they are entitled to the Staff Discount Scheme.

The Staff Purchase Procedure is for the purchase of garments for yourself and immediate members of your family only.

The entitlement runs from January to December.

4.1.2 Exclusions

- Any New Brands during the first season of launch.
- Selected BMB Owned Stores – Check with your ASM for details
- All Sub-concession stock is excluded, as this stock does not belong to the Company and we have no discount arrangements with these companies. If any Sub-concession stock is taken then these garments will be invoiced to you at Full Retail Selling Price and the money deducted from you via the Payroll Department.

4.1.3 Administration

All staff purchases must be authorised by Head Office. A special telephone line has been set up in Retail Administration for staff purchase authorisations and will be available Monday to Friday between the hours of 9.30am to 11.30am and 2.30pm to 4.30pm only. It will not be possible to obtain an authorisation code outside of these hours. The telephone number is 0113 259 5629 / 0113 259 5630.

When you ring for an authorisation code you will be asked for your employee number, name and the branch you are based in. You will also be asked for the Transfer Note number you will be entering the staff purchase on, if the garments are being purchased from your base branch.

If you are purchasing garments from a branch other than your base branch, you will be asked for the branch number from which you would like to collect the garments and Retail Administration will then send you an Authorisation Letter which you must take to that branch. The branch will take the Authorisation Letter from you and fill in a Transfer Note which must be signed by you in the Payroll Deduction Authorisation section. That branch will then send the Transfer Note with the Authorisation Letter attached into Head Office with their weekly paperwork. If purchasing garments from another branch this must be done in your own time not Company working time and you should avoid busy trading times, i.e. lunchtimes, Saturdays, Sale Periods and special promotion days, etc.

N.B. Failure to obtain an authorisation code will result in the garments being invoiced to you at Full Retail Selling Price with no discount and may lead to Disciplinary Action.

Once you have reached the £1000 allowed, any balance or additional purchases will be invoiced and deducted via the Payroll System at the Full Retail Selling Price.

In order to remove the garments both from the store and branch stock records, a Transfer Note must be raised, transferring the stock from your branch to branch 99914. The Transfer Note must be signed by the Host Store Department Manager, giving authority to remove the garments from the store. All sections of the Transfer Note must be completed, i.e. product code, size, fit and staff member's name and address.

The blue copy of the Transfer Note must be signed and attached to the Head Office weekly RM Sales and Stock Movement Report the same week as the transfer has been filled in. The Yellow copy with the Host Store Manager's signature on is your authorisation to remove the garments from the store.

Payment will be via Payroll Deduction and you must ensure that you sign the Payroll Deduction Authorisation at the bottom of the Transfer Note. Staff Purchases placed up to 2 weeks before a pay date will have their purchase amount included in that month's salary calculation. Purchases made after this date will be deducted from the following month's salary.

4.1.4 Returned Garments

No Refunds or Exchanges will be permitted on staff purchases obtained through the Staff Discount Scheme. Any garments purchased in this way which later prove to be faulty must be referred to Customer Services, Head Office, Leeds for investigation. If the garments are found to be faulty by Customer Services and a refund of any excess originally paid is applicable, then this will be reimbursed via the payroll department from Head Office and the money added back to your £1000 50% yearly allowance. No monies must ever be reimbursed through the host store till in respect of discounted purchases.

4.2 Staff Discount Voucher Scheme – Head Office Employees

The following procedure is applicable to Head Office employees eligible to receive BMB Clothing Suit Discount Vouchers. These vouchers are issued twice a year in January and July.

4.2.1 Staff Discount Voucher Scheme Procedure

This procedure should be read and understood to ensure both the vouchers and the products chosen are processed in the correct way.

- Go to any of our staffed Host Store concessions and select BMB Clothing product excluding any new brands during their first season of launch. Vouchers should not be used at lunchtime, on a Saturday or any other busy times, for instance Megaday.
- The product is to be taken to our Concession Manager with the vouchers, where the Concession Manager should state the Full Retail Selling Price.
- The Concession Manager should then cut a corner off the vouchers used, attach the vouchers to a Stock Transfer Note and complete the details on the Stock Transfer Note (the store number to transfer to is 99910 and the employee's name and number

should be completed). The Concession Manager should sign the transfer note, the yellow copy should be retained by the person taking the BMB product and the blue copy, together with the vouchers, should be forwarded to Retail Administration as normal.

- The vouchers can be used towards the purchase of goods at a higher price. For payment of the difference, staff will be required to pay 50% of the difference between Full Retail Selling Price and the face value of the vouchers. Payment of this difference will be made through the employee’s discount allowance.
- This difference can also be paid by means of a cheque payable to BMB Clothing Ltd. The employee's name and place of work should be written on the back of the cheque. Cheque payments should also be attached to the Transfer Note and sent to Retail Administration at BMB Head Office for banking.

AT NO POINT SHOULD ANY CASH OR VOUCHER PASS THROUGH THE TILL

- Please note that if the chosen product is in low supply in the store then they should return for collection at a later date, once it has been ordered from the warehouse.

4.3 Staff Discount Voucher Scheme - Retail Employees

The following procedure is applicable to Retail employees eligible to receive BMB Clothing Suit Discount Vouchers. These vouchers are issued twice a year in March and September.

4.3.1 Staff Discount Voucher Scheme Procedure

This procedure should be read and understood to ensure both the vouchers and the products chosen are processed in the correct way.

- Go to your base Store and select BMB Clothing products excluding any new brands within the first season of launch. If you wish to purchase further products from a different store then you should take appropriate personal identification with you.
- When you have chosen your product, your Concession Manager should complete a Stock Transfer Note completing all relevant details (the store number to transfer to is 99911, and the employee’s name and number should be completed).
- If you are the Concession Manager then a Host Store Manager (i.e. Floor/Store Manager) should be asked to complete the Stock Transfer Note.
- You should then cut your vouchers in the corner and attach vouchers to the Stock Transfer Note. An authorised Host Store signature should be gained (i.e. Floor/Store Manager), and the yellow copy should be retained by the individual taking the BMB product, with the blue copy and vouchers forwarded to Retail Administration.
- The vouchers can be used towards the purchase of goods at a higher price. For payment of the difference, staff will be required to pay 50% of the difference between full retail selling price and the face value of the vouchers. Payment of this difference will be made through the employee’s discount allowance.
- This difference can also be paid by means of a cheque payable to BMB Clothing Ltd. The employee's name and place of work should be written on the back of the cheque. Cheque payments should also be attached to the Transfer Note and sent to Retail Administration at BMB Head Office for banking.
- You should refer to the reverse of the voucher for further terms and conditions of use.

AT NO POINT SHOULD ANY CASH OR VOUCHER PASS THROUGH THE TILL

- If you do not use these vouchers, you should return them to HR Dept, BMB Head Office, Leeds, to ensure that you do not pay tax on this benefit.

4.3.2 Qualification

- Employees must have completed the Bronze Award
- Qualified full-time employees will qualify for both six monthly vouchers in March and September; qualified part-time employees qualify for the September voucher issue.
- Employees who have received a Final Written Warning which has not expired.

4.4 General

4.4.1 Returned Garments

No refunds/exchanges will be given for any garments obtained through the Staff Discount Scheme or the Staff Discount Voucher Scheme.

If any garments obtained by the Staff Discount Scheme or the Staff Discount Voucher Scheme are found to be faulty they must be referred to Customer Services, Head Office, Leeds for investigation. No money must be refunded via the host store till. If the garment/s prove to be faulty, reimbursement of any excess originally paid, if applicable, will be done via the Payroll Department, Head Office, Leeds.

4.4.2 Administration

All transfers for Staff Purchases/vouchers must be entered in the Transfer Out Section of the Stock Movement Report section of your weekly admin.

4.4.3 Disqualification

Failure to follow the correct procedure for use will lead to disqualification from future Staff Purchases and Disciplinary Action.

N.B. If any garments have been purchased through the Host Store's Till by cash or credit card, refunds or exchanges can only take place within your base branch and must be authorised by the Host Store Management and discussed with your Area Manager.

4.5 BMB & Host Store Staff Point of Sale Discounts

Staff purchase discounts shown below have been formally agreed and are available to BMB and Host Store retail employees.

4.5.1 BMB & Host Store Staff Point of Sale Discounts Procedure

The procedures listed below should be followed when processing staff discounts:

- The discounts stated are only applicable to the branch in which BMB and Host Store retail staff are employed (Base Branch), e.g. if your Base Branch is House of Fraser Birmingham, you may only receive the agreed House of Fraser discounts.
- All discounts should be deducted at point of sale, unless otherwise stated.

- Follow the Host Store procedure where discount codes are required when processing the discount through the till.
- Discounts are available on Full Price merchandise only and cannot be used in conjunction with any offers/promotions, unless otherwise stated.
- Discounts should only be given on the production of a valid Staff Card or formal identification, e.g. wage slip. Follow the appropriate Host Store procedure.
- Discounts listed are applicable at date of issue.

Contact Retail Operations Department, Head Office, Leeds with any queries.

4.5.2 BMB Host Store Staff Point of Sale Discount Amount

HOST STORE	BMB Employee Discount on BMB Merchandise	BMB Employee Discount on HOST STORE Merchandise	Host Store Employee Discount on BMB Merchandise
Beales	Ready Made: 15% Formal Hire: 10% MTM: N/A	25% Discount To process follow host store procedures	25% Discount Follow Host Store Procedures
Bentalls	Ready Made: 15% Formal Hire: 10% MTM: N/A	On the same basis as Host Store Employees. To process follow host store procedures	Follow Host Store procedures
Debenhams	Ready Made: 15% Formal Hire: 10% MTM: N/A	Own Buy: 10% Concessions: 10% On production of valid Host Store Staff Card. Discount at POS	Ready Made: 15%* Formal Hire: 10%* MTM: N/A Payment made by Host Store Staff Card. Discount Deducted at POS *Additional 10% deducted from the Staff Card statement
House of Fraser	Ready Made: 15% Formal Hire: 10% MTM: N/A	Own Buy: 20% (incl. Sale merch) Concessions: 20% (incl. Sale merch) Payment made by Host Store Staff Card Discount is deducted from Staff Card Statement	All Host Store staff, concession staff and HoF Pensioners: 20% Discount HoF Management: 33% Discount Payment made by Host Store Staff Card Discount is deducted from Staff Card Statement

5 Refunds

5.1 BMB Clothing Refund Policy - Overview

To help you deal professionally and promptly with customer refunds we have our Refund Policy. This policy extends a customer's statutory rights with regard to faulty items and enhances customers' rights when they return faulty items to us within six months of purchase.

Where there is a dispute about whether an item was faulty or not arises within 6 months of purchase, it is up to us to prove that the item was not faulty.

The customer will be entitled to ask for:-

- Repair or Replacement of the goods or
- Reduction in the purchase price by an appropriate amount or
- A Refund.

If the customer chooses a repair we must arrange it within a reasonable time and without significant inconvenience to the customer. The customer must not incur any additional costs (i.e. repair or postage costs) as a result of repairing or replacing the goods.

However, repair or replacement of the goods may be declined if they would be disproportionately costly, compared with other alternatives. Also any reduction in price offered must be agreed with the customer.

Please note that the customer remains entitled to claim an amount to cover any additional loss they incur e.g. travel expenses, dye run etc.

This policy is based on similar policies recently adopted by a number of our Host Stores and should therefore create no conflict. However, if your store does have a Refund Policy currently in operation then this prevails over the BMB Clothing Policy.

If you have any queries relating to this Policy, please contact Retail Operations, Head Office, Leeds.

5.2 Terms

5.2.1 Proof of Purchase

Proof of Purchase will be a valid store receipt. However, other documents such as credit card receipts and account statements may also be accepted.

5.2.2 Statutory Rights

Although our Policy will be confining Refunds or Exchanges on non-faulty merchandise with Proof of Purchase to within 28 days of purchase, there will inevitably be occasions whereby a customer will be entitled to a full Refund or Exchange outside of these constraints. In such instances a member of Store Management should determine the final decision.

All staff need also to be aware that under a customer's Statutory Rights they would be entitled to a full refund, regardless of whether they had Proof of Purchase on goods deemed to be faulty.

5.3 Non-faulty Merchandise with Proof of Purchase

Customers returning unused merchandise will receive an Exchange or a Refund by the original payment method at the price originally paid, providing the return takes place within 28 days of purchase.

5.3.1 Exceptions

Custom Made and Altered Items - No Exchange or Refund is available unless the item is not as ordered by the customer.

5.4 Faulty Merchandise with or without Proof of Purchase

A small goodwill allowance of 10% (up to a limit of £25) may be offered against a faulty item if the customer wishes to keep the merchandise. Should a goodwill allowance be given, the customer must be advised that this garment cannot be returned. Authority should be requested from Retail Operations, Head Office, Leeds for all goodwill allowances exceeding the £25 limit. See Section 5.10 Goodwill Allowance Procedure for full details.

A full Refund, Repair or Exchange as detailed above should be offered where a faulty item is returned within a reasonable time-frame, which is legally up to six months after the date of the purchase.

N.B. Legally the customer is entitled to a full refund or repair of the goods and does not have to accept Host Store Gift Vouchers or an Exchange. If the customer refuses to accept the exchange or the Host Store Gift Vouchers then ask how they originally paid for the item and refund via the same method.

5.4.1 Exceptions

Custom-made and Altered items - No exchange or refund is available, unless the item is faulty or not as ordered by the customer.

5.5 Non-faulty Merchandise without Proof of Purchase

- Unused - Customers returning unused items without proof of purchase will be offered an exchange.
- At the discretion of Host Store Management, a refund could be made with Host Store Gift Vouchers, as appropriate. The store should record and retain the customer's name and address.
- Host Store Head Office cheques (no minimum value required) are only applicable within Debenhams Department Stores on Faulty items only.
- The value of an Exchange, Host Store Gift Voucher or Host Store Head Office Cheque will be the Current Selling Price.
- A small goodwill allowance of 10% (up to a limit of £25) may be offered against a faulty item if the customer wishes to keep the merchandise. Should a goodwill allowance be given, the customer must be advised that this garment cannot be returned.

5.6 Persistent Refunders

If the same customer regularly returns items to your store that you do not believe have genuine manufacturing faults, you should inform Head Office Customer Services to make them aware. They will ensure that the information is logged and will be in a better position to support you with any further issues.

5.7 Queries You May Have

What if a non-genuine customer argues about their "rights"?
Some Host Stores may have a leaflet detailing what the customer is entitled to. If so, give a copy of the leaflet to the customer; if not, either involve your Store Manager or refer them to our Refund Policy. These should help to support you in most situations.

Approximately how long is the life expectancy of a suit?
We do have to take into account the type of item and its life expectancy when establishing whether an item has a genuine fault or not, or whether it is just normal wear and tear.

For example, if someone returns a suit, the life expectancy of this is about one year (dependent on price, materials, etc) and a refund will be applicable on a genuine fault. However, if someone had purchased a £50 - £90 suit and worn it every day for work for 3 months, it would not be expected to last for long and a refund would not be applicable.

What if a customer returns an item that is genuinely faulty, but a year old?
Regardless of whether the customer has a receipt or not, if the garment is genuinely faulty we are obliged under the "Sale of Goods Act" to offer the customer a full refund at the original price paid. If the customer does not have a receipt, ask them when they purchased the garment and contact the Merchandise Department who should be able to tell you the selling price at that time. If this is not possible, the current selling price should be given.
If the customer asks to retain the item with the fault for a discount, this may be offered at the discretion of the Store Manager, but the customer cannot insist that the garment is repaired by us.

What if a customer returns an item with a wear and tear issue?
We will offer refunds on genuine faults – in other words, if the product has worn out sooner than it should have done, bearing in mind the price paid and nature of the product. For non-genuine faults, please refer the customer to either the Host Store's or the BMB Refund Policy, and explain that we only accept items back "unworn" and that you do not feel this is a genuine fault.

What if the customer does not have a receipt, but has their Account Statement as proof of purchase?
An Account Statement is an acceptable proof of purchase. If an Account Customer advises you that they have lost their receipt and they paid on their Account, you should refund the price they paid to the customer's account on receipt of their Statement.

BMB Clothing Ltd Refund Policy does not affect our customers' Statutory Rights.

5.8 Indicators of 'Wear and Tear' Returns

Below is a very brief overview of some situations where a customer believes there to be a genuine fault with a product. However, the cause may be wear and tear and not actually a fault with the item.

Fashion Product

- Most splits / holes which don't occur along a seam are not faulty
- Seams, which are faulty, will pull apart easily
- Most shrinkage damage is due to incorrect washing / drying being carried out
- Most Staining is wear and tear - none of our products are stain resistant
- Hem falling down is a fault within a reasonable time frame – e.g. 28 days
- Holes in pockets are normally caused from sharp items / hands being in pocket. They are not a not fault.
- Piling on woollen jumpers under arms is usually the nature of the fabric, not faulty.

5.9 Customer's Statutory Rights

Customers are guaranteed the following rights under the **Sales of Goods Act** (1979) and the **Supply and Supply of Goods to Consumer Regulations** (2002)

- Customers have the right to a refund, replacement, repair and/or compensation should a product not meet the satisfactory quality standards, be fit for the purpose it is sold for or be accurately described.
- This failure to meet the required standards must however have been present at the time of receipt of the product, even if it only becomes apparent later and refunds are to take place within a 'reasonable time' – *this could be longer than 28 days*. If a defect occurs within the first 6 months, the product is assumed to have been faulty at the time of sale. After 6 months, it is for the customer to show that the fault existed at the time of the sale. A fault does not apply to normal wear and tear on the item.
- Retailers cannot force a customer to accept a repair or exchange but the customer can choose whether to have a repair or exchange. However, whether a replacement / repair is possible and proportionate must be taken into consideration i.e. it might be cheaper for the retailer and not significantly inconvenient for the customer to replace the product or give a refund rather than repair it. If so, a replacement or refund is legally acceptable.
- This means that a customer has the right to have a refund on a faulty product, within a 'reasonable' time frame. Within this time, neither they, nor we, can insist on them having the product repaired or replaced. This also applies if we have mis-led the customer (either verbally, or through advertising) about what it can be used for / how it appears etc.
- The customer is also entitled to claim compensation for loss of use of the product during the time it takes to repair it unless a temporary replacement is offered. Compensation may also be payable e.g. for damage to property caused by a defective product e.g. dye from a faulty throw rubbing onto furniture.

So, what does it mean for me?
The revised Returns policy applies in most situations in store but it does not affect the customer's statutory rights (as above). The points above supersede those in our Refund policy. As such, if a customer wishes to return something for a reason above they are **legally entitled** to do so. For any queries, please see a member of the Store Management team.

5.10 Goodwill Allowance Procedure

A small goodwill allowance of up to 10% may be offered against a faulty item, with or without a proof of purchase, if the customer wishes to keep the merchandise.

Should a goodwill allowance be given to the customer the following procedure must be followed.

- Authorisation for any allowance exceeding 10% up to a limit of £25 should be requested from Retail Operations, Head Office, Leeds, prior to any allowance being given.
- Process the garment through the till as a refund.
- Process the garment through the till as a sale, deducting the goodwill allowance.
- Take the original receipt from the customer and keep it together with the copy of the new receipt. On the customer's new receipt write "faulty" together with a description of the fault, i.e. "broken zip" and sign.
- Advise the customer that the garment/s cannot be returned/refunded now that an allowance has been given. However, should another fault occur then a full refund should be given.
- For goodwill allowances out of office hours, authorisation should be given by Host Store Management.
- The following guidelines are a basis for you to follow:

Fault	**Discount**
• Minor (broken zip, button missing, faulty stitching)	Up to £5
• Fabric fault (slubs, clicks/pulls)	Up to £10
• Other faults (lining unfinished, fabric tear)	10% (not exceeding £25)

If you have any queries, contact Retail Operations, Head Office, Leeds.

5.11 Customer Complaint Garment Return Procedure

Where possible, always try to ensure that complaints are settled promptly to the customer's satisfaction within the branch.

However, should this not be possible and an Inspection Report is required, e.g. problems after dry cleaning where you are unsure as to whether the fault lies with the customer, dry cleaner or manufacturing process, the following procedure should be followed:

- If an Inspection Report is required, garments should be sent to Customer Services, Head Office, Leeds.
- Please ensure that 'GI' reference is clearly marked on the outside of the set.
- A customer garment return form should be completed and attached to the garment detailing your Branch Number and Town, the customer's full name and address and an explanation of the complaint.
- As this garment has not been refunded there is no need to use a Transfer Note.
- The garment is still the customer's property. You must therefore ensure that he/she has received a receipt that the garment has been accepted back into your care.
- A written reply will then be returned to the store.

6 Payroll

6.1 Attendance Return/Overtime Claim Form

It is each employee's responsibility to ensure that their Attendance Return is completed accurately and submitted promptly, as detailed below:

Each day should state actual hours worked including additional hours or reason for absence.

Additional hours worked should also be detailed on the Overtime Claim Form and sent directly to your Area Manager.

The Attendance Return should be completed up to and including the last Saturday of each month.

All returns should be included with the first available paperwork and sent to the Payroll Department, at Head Office, Leeds, no later than the first Friday of the following month.

The return must be signed by yourself and the Branch Manager.

Every effort will be made to contact you by either Head Office or your Area Manager should there be any problem with your Return. It is essential that if you are contacted you should submit any Return requested immediately.

NB. Commission and bonus payment cannot be made until attendance returns are received.

For full details on completing the Attendance Return/Overtime Claim Form please see sections 2.7 & 2.8

6.2 Overtime Claim Procedure

6.2.1 Overtime Claim

All extra time, overtime and / or lieu-time worked must be submitted to your Area Manager on an overtime claim form. This form must be signed by yourself and your Area Manager will countersign the agreed processing (payment or time in lieu).

Verbal arrangements will not be processed or recorded on your payroll records.

6.2.2 Lieu Time Claim

All agreed lieu time will have to be cleared on a 4 month rolling basis i.e. 1 lieu day accrued on the 5th July must be cleared before the 5th November.

Alternatively 1 lieu day accrued on the 24th November will have to be cleared before 24th March the following year.

This will also count for any lieu time currently recorded on your Payroll records.

Your Area Manager has a "Deadline" to meet so prompt submission of this form will avoid disappointments.

If you have further queries regarding this procedure, do not hesitate to contact your Area Manager or the Payroll Department.

6.3 Commission Scheme

6.3.1 Ready Made Commission Scheme

Weekly Branch/Individual Sales for Full-Time Staff

Band	**£pw**		**£pw**	**% on Actual Sales Achieved**
1		up to	1,545	0.50
2	from 1,546	to	1,820	1.00
3	from 1,821	to	2,370	1.50
4	from 2,371	to	2,920	2.00
5	from 2,921	to	3,470	2.50
6	from 3,471	to	4,025	3.00
7	from 4,026	to	6,000	3.50
8	from 6,001	and over		4.00

Actual sales achieved are defined as those sales taken by an individual in any given week based on the retail selling price minus all refunds and returns.

ALL Special Occasions sales are included in Ready Made Commission.

When a new commission band is triggered all sales achieved for that week qualify for the percentage in the new commission band. E.g. £1900 sales achieved per week will mean the individual receives 1.5% of all the £1900 (£28.50 commission).

6.3.1.1 Targets for Part-time Employees

Targets for part-time employees are shown below.

Weekly Hours of Work	**Sales Target**
Up to 8 hours per week	20% of the amounts shown above in 6.3.2
Over 8, up to 16 hours per week	40% of the amounts shown above in 6.3.2
Over 16, up to 24 hours per week	60% of the amounts shown above in 6.3.2
Over 24, up to 32 hours per week	80% of the amounts shown above in 6.3.2
Over 32 hours per week	As full-time

This is also shown in the table in section 6.3.5

6.3.1.2 Personal Sales Commission

Each staff member can claim on their own personal sales on a weekly basis.

Commission can only be claimed on days where an individual is in their store (or covering another). Commission cannot be claimed on scheduled days off or when an employee is sick or absent.

6.3.1.3 Team Branch Commission

Split equally and pro-rata by hours, a branch can claim on a weekly basis. For instance:

In a branch where there are two staff, one full-time and one part-timer 16 hours, weekly sales are £5200, the full-timer will claim as follows:

(weekly turnover/total hours in branch) x individual hours = individual sales which are then claimed in the normal manner using the bands in point 1.

(5200/37.5+16) x 37.5 = 3644.86 which falls in to band 6 at 3% = £109.35

The part-timer would claim as follows:

(5200/37.5+16) x 16 = 1555.14 which pro-rata falls in band 6 at 3% = £46.65

6.3.2 Made to Measure Commission Scheme

5% commission on the value of the order (selling price). Payment is made to the staff once the branch has confirmed that the customer has collected the order and paid in full.

6.3.3 Formal Hire Commission Scheme

5% commission on the value of the order and staff should claim weekly on the total payments taken on the order for that week.

6.3.4 Rules and Conditions for Payment of Commission

Commissions will be calculated and claimed weekly by the individual or branch and will be paid on a 4-5 weekly basis in arrears. A detailed schedule of commission periods will be issued annually.

If for any reason an employee terminates his / her employment without contracted notice, or is dismissed due to misconduct then any outstanding commissions will be forfeited.

The Concession Manager within a branch must decide whether commission is to be claimed as a branch or on individual sales, once decided commission can only be claimed in that manner. If a branch wants to review the way they claim commission, they must arrange a meeting with their Area Sales Manager, this can only be done once in every 12 months.

COMMISSION WILL BE FORFEITED AND DISCIPLINARY ACTION TAKEN UNDER THE FOLLOWING CIRCUMSTANCES:

- Claiming of commission on any items that are not in line with the rules is classified as Gross Misconduct by the Company and will result in serious disciplinary action.
- Falsification of hours of work on attendance report.
- For failing to accurately complete and return your branch paperwork to the appropriate deadline.
- For failing to follow recall instructions or stock transfer requests from head office.
- For failing to carry out adequate stock counts on the product within your branch on a minimum twice daily basis.
- For mismatching ‘nested’ suits or selling garments at reduced prices without prior permission from your Area Manager or Head Office.

In all the above circumstances the company has the right to withhold up to the full amount of commission accrued for payment. In addition, the company has the right to withdraw the commission scheme from any individual for a specified period.

If the breach is regarded as sufficiently serious by the company then appropriate disciplinary action, which may include dismissal, will be considered.

COMMISSION RATES ARE NOT A TERM AND CONDITION OF EMPLOYEMENT AND CAN BE AMENDED AND OR WITHDRAWN BY THE COMPANY AT ANY TIME.

6.3.5 Commission Bands

Weekly Branch/Individual sales targets for retail concession employees

% Targets for Actual Sales Achieved					
	1 Day	**2 Days**	**3 Days**	**4 Days**	**5 Days**
	up to 8 hrs	over 8 hrs up to 16 hrs	over 16 hrs up to 24 hrs	over 24 hrs up to 32 hrs	over 32hrs
0.5%	from **Nil** up to **£308**	from **Nil** up to **£617**	from **Nil** up to **£927**	from **Nil** up to **£1236**	from **Nil** up to **£1545**
1.0%	from **£309** up to **£363**	from **£618** up to **£727**	from **£928** up to **£1092**	from **£1237** up to **£1456**	from **£1546** up to **£1820**
1.5%	from **£364** up to **£473**	from **£728** up to **£947**	from **£1093** up to **£1422**	from **£1457** up to **£1896**	from **£1821** up to **£2370**
2.0%	from **£474** up to **£583**	from **£948** up to **£1167**	from **£1423** up to **£1752**	from **£1897** up to **£2336**	from **£2371** up to **£2920**
2.5%	from **£584** up to **£693**	from **£1168** up to **£1387**	from **£1753** up to **£2082**	from **£2337** up to **£2776**	from **£2921** up to **£3470**
3.0%	from **£694** up to **£804**	from **£1388** up to **£1609**	from **£2083** up to **£2415**	from **£2777** up to **£3220**	from **£3471** up to **£4025**
3.5%	from **£805** up to **£1199**	from **£1610** up to **£2399**	from **£2416** up to **£3600**	from **£3221** up to **£4800**	from **£4026** up to **£6000**
4.0%	from **£1200** and over	from **£2400** and over	from **£3601** and over	from **£4801** and over	from **£6001** and over

7 Human Resources

7.1 Holidays

The retail holiday year runs from 1st April to 31st March each year.

Length of service	Under 2 years	Over 2 and under 5	Over 5 years
Full-time	20	22	25
4 days per week	16	17.5	20
3 days per week	12	13	15
2 days per week	8	9	10
1 day per week	4	4.5	5

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

For any queries on outstanding holiday entitlement, please contact the Payroll Department at Head Office.

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 pay you for holiday time that you do not take. Holiday entitlement that is unused at the end of the holiday year cannot be carried forward to a subsequent holiday year.

If the employment is terminated and the employee has taken more holiday than that to which they are entitled, their final salary payment will be adjusted accordingly.

7.1.1 Statutory Holidays

Full-time employees are entitled, in addition to their current annual holiday entitlement, to 8 days statutory holidays), part-time employees are entitled to these on a pro-rata basis. The Company may require you to work on a designated Bank Holiday.

7.1.2 Requests for Holiday

To give everyone a fair chance, please try and take your holidays as follows;

1 week – spring　　2 weeks – summer　　1 week – autumn

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

Requests for holiday dates must be submitted to your Area Sales Manager via email, or on one of the forms provided.

A maximum of two weeks may be taken at any one time, exceptions are at the discretion of your Area Sales Manager who should 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 Area Sales Manager.

7.2 Absence and Sickness

During the first 12 months of employment with the Company, there is no contractual sick pay.

After 12 months continuous service you will be entitled to Company sick pay for a maximum of 4 working weeks per year on a rolling 12 month basis. i.e. if an employee is sick on the 1st March 2010 then it is evaluated back to 1st March 2009 to confirm entitlement. Under the provisions of the Company sick pay scheme, you will receive payment equivalent to your normal basic salary less any statutory sick pay payable.

Sick pay is entirely at the discretion of the Company. It is essential that the procedures for absence and sickness are followed, failure to follow these procedures may mean that sick pay is not paid, please refer to the relevant section in this handbook for further details.

We have certain rules relating to our Company sick pay scheme however we will always try to understand individual circumstances.

7.3 Disciplinary Procedure

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

7.3.1 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.

7.3.2 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.

7.3.3 Disciplinary Offences

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

1. Misconduct/Incapability
2. Gross Misconduct

7.3.4 Misconduct/Incapability

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
- Incompetence
- Lack of application
- More than two poor audit scores
- Eating or drinking on the shopfloor
- Leaving work area during regular working hours without permission

7.3.5 Warnings Procedure

7.3.5.1 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.

7.3.5.2 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.

7.3.6 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
- Bullying, harassing or victimising another employee
- Contravention of Health and Safety Regulations
- Damage to Company property
- Disregard for Health & Safety regulations.
- Falsification of Company paperwork, reports, accounts, expense claims or self-certification forms
- Harassment of a sexual, religious or racial nature
- Immoral, illegal or unethical conduct of any kind.
- Insubordination (refusal to comply with a manager’s reasonable instruction)
- Intoxication by reason of drink or drugs
- Refusal to carry out lawful and reasonable instructions
- Serious breaches of Company rules
- Sleeping on the job
- Smoking in an unauthorised area
- Theft or being charged with theft
- Unauthorised or excessive discounts
- Unauthorised possession of Company property or facilities
- Using a product from the store without first paying for it
- 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 will result in immediate dismissal without notice or pay in lieu of notice.

7.3.7 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.

7.3.8 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 usually be in attendance at the Appeal Hearing.

The outcome of the Appeal Hearing will be confirmed in writing.

7.4 Grievance Procedure

A grievance is defined as a matter upon which an employee feels that he/she has been unfairly treated by the Company in the course of his/her employment. It is hoped that such grievances may be resolved in an informal manner by the individual's immediate superior. Failing this:

STAGE 1

In the first instance, grievances should be taken to your immediate superior.

STAGE 2

In the event of a failure to settle the matter at Stage 1, the aggrieved employee should bring the matter, in writing, to the attention of the next Manager, a member of Human Resources should also generally be involved at this stage.

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

STAGE 3

In the event of a failure to obtain a settlement, the employee can appeal and the matter will be brought to the attention of the appropriate Department Manager / Director, who will further investigate the grievance. Again, wherever possible Human Resources will be present.

Notes for Guidance

a) 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.
b) The aggrieved employee may, at any time, withdraw their grievance.
c) No more than 20 working days will elapse between each stage of the procedure.
d) Every effort will be made to maintain the 'status quo' where administratively and physically possible.

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

7.5 Personal Harassment Policy

As a principle of its commitment to being an equal opportunities employer, the company affirms that every employee has the right to work in a positive environment without fear of harassment for any reason, including age, gender, disability, race, ethnic or national origin, sexual orientation, religion, political beliefs or trade union activity.

For a personal harassment policy to be effective, employees must take a personal responsibility for line managers to ensure that members of their teams are neither victims of harassment, nor put themselves in a position where they could be accused of harassment.

Personal harassment can be described as unreciprocated and unwelcome comments, actions, suggestions or physical contacts that are perceived as objectionable or offensive.

It can cause demoralisation, stress, sickness and poor performance. Sexual and racial harassment are unlawful, and the company, as well as the harasser is liable for such behaviour unless it can prove that it has taken appropriate preventive or disciplinary measures.

If an employee is being harassed for any reason they should be able to take steps to end the harassment without fear of embarrassment, shame or reprisal. The steps to take are as follows:

Step 1 – If possible ask the harasser to stop. Inform the harasser that their behaviour is unwelcome. The harasser may not realise that their actions are unacceptable, and should be given the opportunity to change the behaviour informally and confidentially. Seek help from the Human Resources Department for assistance, which may include professional counselling if necessary.

Step 2 – Keep a record of the harassment**.** When did it start ? Were there any witnesses ? Were there any threats or reprisals? What did you do? Keeping a record of events will help you investigate them, but failure to do so will not invalidate a claim.

Step 3 - Follow the formal procedure. If the harassment continues, you should seek help from the HR department who will advise you on how to raise a complaint if necessary.

The Formal Procedure
The company will take any allegation of personal harassment very seriously, and has a formal procedure in place, based on the company grievance procedure.

Stage 1 – A formal complaint should be made initially to the Human Resources Department. Confidentiality will be maintained as far as possible, but an investigation will involve formal contact with the alleged harasser and any relevant witnesses. The results of the investigation and any subsequent disciplinary action will be conveyed to the complainant in writing.

A complaint that is upheld may result in action being taken under the company disciplinary procedures under the Gross Misconduct provision of the procedure.

Stage 2 – If the employee is not satisfied by the outcome of Stage 1, the Grievance can be taken to a further level, by writing to the HR Director within seven days of the complainant receiving notification of the original decision. This stage is final.

At any point during the informal or formal stages of the procedure, the employee being harassed may consult their local Human Resources Department in strict confidence.

7.6 Equal Opportunities

The Company is committed to being an Equal Opportunities Employer.

The future commercial success of the Company is 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 harassment policy has been established.
- 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, ensuring that it is displayed on notice boards at every Group site.

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 Board of Directors within the Group.

7.7 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 member of staff discussing the needs of individuals, at performance reviews 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.

At all times the training department is available for consultation and support as well as supplying generic training courses.

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

7.8 Host Store Procedures

7.8.1 Data Protection

It is imperative that all measures are taken to ensure that customer's details are not accessible to the general public. This would include details including name, address, telephone number etc.

It is deemed a store audit failure if customer details are accessible.

7.8.2 Host Store Rules and Regulations

Every member of staff should make sure they are fully aware with the host-store rules and regulations, as the procedures in some stores may differ.

If you have an questions or queries please discuss them with the host store management or your Area Manager.

7.8.2.1 Entering and Leaving

You must ensure you follow the host store procedures when signing in and out at the start/end of the day, and for any breaks.

You must comply with all host store search requirements when entering and leaving the premises.

7.8.2.2 Browsing Time

Due to Sunday trading legislation some stores operate a browsing time. If this is applicable you should ensure you follow any procedures relevant in your store.

7.8.3 Fitting Rooms

You must follow host store procedures when managing fitting rooms, including those on our departments. This may include issuing customers with numbered discs when entering the fitting room.

You should always ensure you count in and out the number of items the customers take in / bring out of the fitting room. Always remain vigilant for shoplifters.

All fitting rooms should remain clean and tidy at all times.

7.9 Email and Internet Policy and Procedure

The messaging system on OASys is available for communication on matters directly concerned with the business of this company. Employees using the messaging system should give particular attention to the following points.

7.9.1 Email: Authorised Use Guidelines

- **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.
- **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 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.

7.9.2 Email: Unauthorised Use Guidelines

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

- Using the internet.

Any unauthorised use of the messaging system is likely to result in disciplinary action which may include dismissal.

7.9.3 Use of Equipment

This equipment is to be used exclusively for business use. Any misuse or damage of the equipment resulting as a consequence of wilful damage or negligence will be dealt with in line with the disciplinary procedure.

8 Health and Safety

8.1 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.

8.1.2 Host Store Procedure

As part of a multi occupancy environment it is important that all concession operation staff are aware of the Host Store’s standards and requirements for Health and Safety Management.

Area Managers should ensure that information is obtained from the Host Store Management covering the following:

- Host Store’s Health and Safety Policy Statement.
- Fire Alarm and Evacuation Procedures.
- First aid provisions and location of first aiders.
- Specific requirements for concession staff.
- Reporting procedures for the notification of faults and defects.
- Risk assessments produced by the host store, which affect the Health and Safety of BMB employees or that require compliance with standards of performance from BMB employees in order to meet with the host store requirements.

Copies of the Procedures should be held together with the Company’s Branch Manual.

All staff must be made aware of the Host Store’s standards and requirements.

8.2 Accidents at Work

8.2.1 Accidents to Employees

All injuries, however minor, must be reported, logged in the branch accident book and the proper treatment obtained.

Host Stores provide first aid facilities and trained first aiders. For stand-alone shops a first aid kit should be kept in an easily accessible location adjacent to the staff room/rest area (for use of the staff only).

Whilst complying with Host Store Reporting Procedures it is the responsibility of our employees to ensure that the injury is reported to the BMB Concession Manager / Area Manager who will ensure that the proper internal investigation and reports are made.

It is the Area Manager's responsibility to ensure that any accident that causes more than three days lost time (excluding the day of accident) is reported to the Human Resources Department, Head Office, Leeds, who in turn will ensure that the proper official notification is made to the enforcement agency.

Some accidents which cause serious injury, ie. broken bones, hospitalisation, etc are classed as major injuries and must be reported to the enforcement agency immediately.

It is the Concession Manager's responsibility to contact the Human Resources Department, Head Office, Leeds, without delay should any such incident occur.

If you are off work for more than three 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).

8.2.2 Accidents to Customers

Accidents to customers in concession areas should be immediately reported to the Host Store contact after the provision of first aid treatment.

Details of all customer injuries should be notified to Human Resources Department, Head Office, Leeds, without delay.

The name, address and accident details must be recorded and any equipment involved should be identified.

Accidents to customers in stand-alone shops should be treated in a similar manner but it will be the Managers responsibility to arrange for the calling of assistance, i.e. Ambulance etc.

All details must be passed to the Human Resources Department, Head Office, Leeds, without delay.

8.2.3 Claims

Letters of claims either from employees or customers must be passed unanswered to the Human Resources Department, Head Office, Leeds who will arrange for them to be dealt with. Any subsequent communication must also be passed to the Human Resources Department unanswered.

8.2.4 Enforcement Agencies

Representatives from the Environmental Health Department, Fire Brigade and Health and Safety Executive have the right to make visits to all places of employment.

All such personnel have the right to carry out inspections and to recommend improvements.

Any communication from such agencies must be passed to the Human Resources Department, Head Office, Leeds, who will organise the proper response.

8.2.5 Defects and Faults

Any defect/fault in equipment or environment in Host Stores must be reported to the Host Store contact without delay.

Any defect/fault in equipment or environment in stand-alone shops must be reported to the Concession Manager without delay.

In all cases employees must not use any equipment that is defective. It is the Concession Manager's responsibility to ensure that all defects/faults are rectified without delay.

Major defects/faults in areas under the direct control of BMB personnel should be reported via the Concession Manager to the Area Manager who will inform Head Office who will arrange for the necessary repair/replacement.

8.2.6 Controls to Minimize Risk

Electrical Equipment

- All equipment to be fitted with correct fuses.
- No employee to undertake repairs unless authorised.
- Regular checks on leads to be undertaken and faults reported for repair with equipment taken out of use until the repair done.

Trips/Slips

- Trailing leads not to be allowed.
- Gangways to be kept clear at all times.
- Wet areas to be identified by signs giving slip warnings.
- Regular checks on housekeeping to be conducted by Concession Management.

Falls from Heights

- Only approved access equipment to be used.
- Second person must be present when using ladders.
- Carrying of stock/display whilst climbing steps/ladders is not allowed, second person required to pass up items once in position.
- Employees must only use Host Store equipment if given express permission by the Host Store contact.

Manual Handling

- Whenever possible package weights will be displayed.
- Heavy or bulky items to be broken down before being handled.
- Carrying items which obscure vision is not allowed on stairs.
- Employees to always assess the risk of materials handling on an individual basis and obtain help if in doubt.
- Storage of spare items must be done in a manner that allows safe storage, protection from the environment and ease of retrieval. Employees to be aware to take extra care when handling items from long-term storage.
- Gloves will be provided for handling items which may pose the risk of splinters/sharp edges, etc.

Concession Managers are specifically responsible for reporting to their Area Manager any local handling problem caused by local store environments.

NB. Area Managers are responsible for ensuring assistance is obtained from Head Office to solve such problems.

8.3 Fire and Fire Drill

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.
Fire

8.4 Control of Chemicals

It is Company Policy to eliminate the use of chemicals wherever possible by the use of water based alternatives.

In the event that chemicals carrying any hazardous warning label have to be used a Risk Assessment must be carried out and the proper precautions taken.

In concession areas such chemicals could be found in cleaning materials, spot cleaning and glues.

In each location of use the Area Manager should ensure that:

- A safer alternative is used if possible.
- A list of chemicals and quantities is produced.
- Chemical data sheets for each chemical are obtained.
- All the advised precautions are taken (as detailed on the data sheets).
- All employees are aware of the safe handling and precautions necessary.
- All required personal protective equipment is obtained and used.
- Minimum quantities are held at the location.

Employees are required to follow all recommendations for the safe use of chemicals as detailed in the chemical data sheets.

Concession Managers should always seek advice if any doubt exists over the use of any chemical.

9 Legal Matters

9.1 Particulars of Ownership

It is a legal requirement (Business Names Act 1985) that each BMB Suit Department displays a Particulars of Ownership Statement which gives the Company's name and Registered Office details.

The Particulars of Ownership Statement must be kept in a safe place should a member of the public or a Trading Standards Officer request to see it.

If you have any queries, please do not hesitate to contact the Retail Operations department, Head Office, Leeds.

9.2 Certificate of Employers' Liability Insurance

It is a legal requirement that each BMB Suit Department displays a Certificate of Employers' Liability Insurance. This is a legal document that shows we have an active insurance policy which covers all BMB employees working within each of our departments.

This Certificate must be kept in a safe place should any official from the Host Store or a BMB Health & Safety Executive request to see it and a copy needs to be displayed on the store Health & Safety board.

For further copies of the Certificate, or if you have any queries, please do not hesitate to contact the Human Resources department, Head Office, Leeds.

9.3 Consumer Protection Act 1987

9.3.1 Introduction

The Consumer Protection Act 1987 makes it a criminal offence to give consumers a misleading price indication about goods, services, accommodation (including the sale of new homes) or facilities. It applies however you give the price indication - whether in a TV or press advertisement, in a catalogue or leaflet, on notices, price tickets or shelf-edge marking in stores, or if you give it orally, for example on the telephone or face to face. The term "price indication" includes price comparisons as well as indications of a single price.

If you have any queries, please contact Retail Operations department, Head Office, Leeds.

9.3.2 Enforcement / Fines

Enforcement of the Consumer Protection Act 1987 is the responsibility of the officers of the local Weights and Measures Authority (in Northern Ireland it's the Department of Economic Development), usually called Trading Standards Offices.

If a Trading Standards Officer has reasonable grounds to suspect that you have given a misleading price indication, the Act gives the Officer power to seize and detain any goods or records (eg. weekly newsletter) which the Officer believes may be required as evidence in court proceedings. If found guilty, the Trading Standards Officer can fine the Company up to a maximum of £5,000 for every garment they find misleading (ie. incorrectly promoted or ticketed).

The term “misleading” is quite open to interpretation. However, providing you make sure the consumer is given the correct information before they are committed to buying a product, and be prepared to cancel a transaction which a consumer has entered into on the basis of a price indication which has become misleading, you should not go too far wrong.

9.3.3 Price Reductions and the 28 Day Rule

In any reduction with your own previous price:

The previous price should be the last price at which the product was available to consumers in the previous 6 months.

A product must be in store and on sale at the higher price for no less than 28 consecutive days within the previous 6 months.

The 28 days may include Bank Holidays, Sundays or other days of religious observance when the shop was closed, and up to 4 days when, for reasons beyond your control, the product was not available for supply.

The product must not have been offered at a different price between that 28 day period and the day when the reduced price is first offered.

The previous price should have applied (as above) for that period at the same shop where the reduced price is now being offered.

If in doubt do not put the garment in the sale until you have contacted the Merchandise Department, Head Office, Leeds, or your Area Manager, and resolved the issue.

9.3.4 Disclaimers

If the previous price does not meet any of the above conditions, give a clear and positive explanation of the period and the circumstances in which that higher price applied, eg. “These goods were on sale at the higher price in 10 of our 95 stores from 1st to 26th February.”

This explanation is normally produced as a Disclaimer and must be displayed clearly in a prominent position with the product it relates to.

9.3.5 Sale and ‘£’ Off Messages

In order to comply with Trading Standards, when using graphics such as “Half Price” or “Selected Suits £69” you must ensure that at the start of your sale at least 10% of the stock in your department has this reduction.

If you don’t have 10% or you find that during the sale your stocks with this reduction have reduced to significantly less than 10%, then contact your Area Manager who will speak to the Merchandise Department at Head Office, Leeds, in order to allocate additional stock.

If we are unable to send you additional stock to bring you up to the 10% requirement, then you cannot use ANY generic hanging or static banner graphics relating to or advertising the lead price point offer or reduction. These type of graphics should be removed from the windows and shop floor immediately.

However, despite not having the full 10% of relevant reduced stock and once you have ensured that you have removed relevant graphics, you can group all product at the lead price point offer or reduction together and use individual related A4 and swing tickets graphics to promote the lead price point offer or reduction within your concession.

9.3.6 Swing Tickets

Garments must be checked to ensure the correct Swing Tickets have been attached to the correct reduced garments, ie. check that a “1/2 price” ticket is attached to a “1/2 price” garment, and “Was/Now” tickets show the last sale price and the current sale price of the garment.

9.3.7 Swing Ticket Checklist

All branches must use the Swing Ticket Check List during the Main or Mid Season Sale weeks to ensure that every fixture in the department is checked as a standard end of day discipline. If Trading Standards investigate our procedures, we must be able to produce both the appropriate newsletter and documentation that shows we regularly check our Sale stock.

The member of staff checking should print their name in the box once the department has been checked.

Further copies of the Swing Ticket Checklist can be obtained from Retail Operations on Extension 5544.

9.3.8 Introduction Offers, After Sale or After Promotional Prices

A promotion can not be an Introductory Offer unless it is intended to continue to offer the product to the customer after the offer period is over at a higher price.

An offer should not run on so long that it becomes misleading to describe it as an introductory or other special offer. What is a reasonable period will depend on the circumstances, but dependent upon the “shelf life” of the product this is likely to be a matter of weeks, not months. An offer is unlikely to be misleading if the date the offer will end is stated. If the offer is extended, it should be made clear that it has done so.

9.3.9 Abbreviations

Do not use initials or abbreviations to describe the higher price in a comparison unless you use the initials “RRP” to describe a Recommended Retail Price.

Write other descriptions out in full and show them clearly and prominently with the price indication.

9.3.10 References to ‘Value’ or ‘Worth’

Do not compare your prices with an amount described only as a “worth” or “value”.

Do not present general advertising slogans which refer to “value” or “worth” in a way which is likely to be seen by customers as a price comparison.

9.3.11 Postage, Packing, and Delivery Charges

If you offer a delivery service for certain items, ie. Formal Hire, make it clear to the consumer whether there are any separate delivery charges and what those charges are, before the consumer is committed to buying.