

HALIAN EMPLOYEE HANDBOOK



People & Technology United

Prepared by NatWest Mentor Services

Welcome to Halian

This handbook is for all our UK-based employees and draws together the terms and conditions shared by people working across all of Halian Ltd in the UK. Together with your contract of employment this handbook forms the legally binding set of rules which governs your relationship with the Company and its relationship with you, so it is important that you read and understand them both.

Some of the handbook is contractual and is referred to in your contracts of employment; the rest is our commitment to you as your employer.

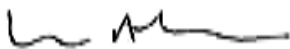
If you do have any queries, please do not hesitate to refer them to your Line Manager or Human Resources hr@halian.com.

At Halian we have a clear philosophy of how people should be managed, and the following aims and beliefs underpin our employment policies:

- to offer fair and equal treatment to all employees, customers and consultants regardless of age, race, colour, nationality, ethnic or national origin, disability, sex or marital status, civil partnership status, sexual orientation, gender identity, religion or belief.
- to provide the climate and resources that will enable all employees to advance on merit with due regard to their talents and skills. To encourage continuous self-development in addition to formal training and challenging work assignments whenever possible.
- to offer pay and benefits that are fair and competitive, and reward individual performance and contribution. Excellence, innovation and quality will be recognised.
- to ensure that ideas, concerns and problems are identified and that two-way communication is effectively maintained. This includes involvement in decision making whenever appropriate, as well as feedback on individual performance.
- to ensure that the working environment is both physically comfortable and safe.
- to provide an 'open door' policy for managers/directors to facilitate effective communication for all employees and a continual flow of ideas throughout the company.

We hope you enjoy working with us and wish you a long and successful career with Halian.

Levon Antonian



Managing Director

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1. EMPLOYEE ENTITLEMENTS

HOLIDAYS

Annual Holidays

The holiday year runs from 1st January to 31st December. Employees' annual holiday entitlement in any holiday year is detailed in each employee's Statement of Particulars of Employment.

Hourly paid employees will be paid at their basic rate of pay and salaried employees will be paid their basic salary in respect of periods of annual holiday.

On termination of employment, employees will be entitled to be paid for holiday accrued but not taken at the date of termination of employment. If on termination of employment an employee has taken more annual holiday than he or she has accrued in that holiday year, an appropriate deduction will be made from the employee's final pay.

Employees are entitled to carry over up to five days accrued holiday into the next holiday year; this must be taken before March 31st.

All periods of annual holiday must be authorised in advance by management. Employees must not make firm annual holiday arrangements before receiving confirmation from management that their request has been authorised.

Employees are required to submit holiday requests to their the Manager as early as possible, normally giving a minimum of four weeks notice for holiday periods longer than one week and two weeks if the holiday period is less than one week.

Employees are not normally permitted to take more than two weeks' annual holiday at any one time. Employees who take unauthorised annual holiday may be subject to disciplinary action.

Requests for annual holiday will normally be granted on a 'first come, first served' basis. Owing to the needs of the business, management reserves the right to limit the number of employees who may be permitted to take holiday at any one time. The granting of all holiday requests will be subject to adequate cover being available and the overall needs of the Company.

Employees who are ill during a period of authorised annual holiday are not normally permitted to take the annual holiday at a later time.

The Company may require an employee to take all or part of any outstanding holiday entitlement during a period of notice to terminate employment or Garden Leave.

SICK PAY ENTITLEMENT

Statutory Sick Pay

Employees who are absent from work because of sickness will normally be entitled to receive Statutory Sick Pay (SSP) from the Company providing they meet the relevant criteria.

Once the criteria have been met, SSP is not normally payable for the first three days of sickness absence, unless the employee has been absent and in receipt of SSP within the previous eight weeks. Thereafter the Company will normally pay SSP at the statutory rate in force for a maximum of 28 weeks.

In order to qualify for SSP the employee must notify the Company on the first qualifying day, and submit a certificate of absence as soon as practicable. The Company reserves the right to withhold payment of SSP where an employee fails to follow the correct procedure.

Certain employees are excluded from the SSP scheme, e.g., employees who earn below the lower earnings limit for National Insurance purposes.

The provisions relating to SSP are extremely complex. Employees who have any questions about it should approach their line manager.

Company Sick Pay

The Company also operates a Company Sick Pay Scheme, which tops up SSP in certain circumstances and is subject to satisfactory adherence to the reporting procedures. Any payments made under this Scheme shall include SSP payments where they fall due.

It is a condition of eligibility for Company Sick Pay that the employee is not facing disciplinary action under the Company's disciplinary procedure.

Entitlement to Company Sick Pay will be at the discretion of Management, and calculated as follows:

Employees who have completed 12 months' continuous service or more, the Scheme will top up any SSP to the level of the employee's basic day's pay for up to 10 days at the Line Manager's discretion.

The above entitlement is in respect of properly certified sickness absence calculated over a 12 month period.

The calculation of Company Sick Pay will take into account any previous payments of Company Sick Pay made in the 12 months immediately before the first day of the current sickness absence.

The service length qualification will be calculated in respect of the employee's service length on the first day of the absence.

Employees should note that this is not an entitlement to additional holiday or paid time off for any reason other than an employee's genuine incapacity through illness or injury.

Payment of Company Sick Pay will not be made unless the employee has complied fully with Company procedures relating to the notification and certification of absence.

Company Sick Pay will not be paid where the sickness is self induced or where the sickness or injury arises from an employee's misconduct at work.

MATERNITY LEAVE AND MATERNITY PAY

Pregnant employees and employees who have recently given birth have a variety of legal rights. This area of law is very complex, and the following sections provide only a general guide for employees.

Employees have separate rights to paid **Time off for Antenatal Care**, **Maternity Leave** and to **Maternity Pay**. The qualifying conditions for each are outlined below.

Time off for Antenatal Care

All pregnant employees, regardless of length of service, are entitled to take time off with full pay during working hours to receive antenatal care. This includes relaxation and parentcraft classes if attended on medical advice.

The employer may require an employee who wishes to take time off for these purposes to provide medical certification of her pregnancy and an appointment card, except in connection with the first appointment.

Maternity Leave

Every employee who is pregnant has the right to a total of 52 weeks' Maternity Leave from day one of employment.

This is made up as follows:

- 26 weeks' Ordinary Maternity Leave; followed by
- 26 weeks' Additional Maternity Leave.

Women are legally obliged to take a minimum of two weeks' maternity leave after giving birth. A longer minimum period of four weeks applies in respect of women who work in factories. This is called Compulsory Maternity Leave.

Ordinary Maternity Leave

During Ordinary Maternity Leave, the employee is entitled to receive all her normal contractual benefits (including annual holiday entitlement), but excluding pay.

An employee is entitled to return to her original job at the end of the Ordinary Maternity Leave period.

Additional Maternity Leave

Additional Maternity Leave follows immediately after the end of Ordinary Maternity Leave. There can be no gap between the two.

During Additional Maternity Leave, the employee is entitled to receive all her normal contractual benefits (including annual holiday entitlement), but excluding pay.

The employee is entitled to return to her original job at the end of Additional Maternity Leave. However, if this is not reasonably practicable, she should be offered a similar job on no less favourable terms and conditions.

Notification Procedures for Maternity Leave

To be permitted to take Maternity Leave the employee must comply with the rules and procedures set out below.

1. No later than the end of the 15th week before the week the child is due, the employee must give her employer notice of:
 - the fact that she is pregnant;
 - her expected week of childbirth, which must be confirmed with the medical certificate MATB1; and
 - the date on which she intends to start her Maternity Leave. This must be in writing if requested by the employer.

Within 28 calendar days of the employee giving notice, the employer will respond in writing to the employee, confirming the date when the Maternity Leave will end. This will normally be 52 weeks from the start of Maternity Leave.

2. The earliest the employee may start her Maternity Leave is 11 weeks before the expected week of childbirth. However, Maternity Leave will start automatically if the employee gives birth before this date.
3. The employee may change her mind about when she wants to start her leave, as long as she gives the employer at least 28 calendar days' notice of the change. The period of 28 days must be before the earlier of the original planned start date or the new planned start date.
4. An employee's Maternity Leave will automatically start if she is absent from work for a pregnancy related illness during the four weeks before the expected week of childbirth.

Notification of Return to Work

1. The employee does not need to give notice of her return to work if she simply returns at the end of her Maternity Leave period.
2. If the employee wishes to return to work before her full entitlement to Maternity Leave has ended, she must give her employer a minimum of eight weeks' notice of the date of her earlier return.
3. If the employee fails to give the required eight weeks' notice of an earlier return to work, the employer may postpone the employee's return until the end of the eight weeks' notice she should have given, or until the end of her Maternity Leave period, whichever is earlier.
4. The employee may change her mind about the date of her return, but she must always give the employer at least eight weeks' notice of any changes.
5. An employee does not lose the right to return to work if she does not follow the correct notification requirements. However, the employer may take appropriate disciplinary action if she fails to return to work at the end of her Maternity Leave period.
6. If the employee is unable to return to work because of ill health at the end of her leave, the employer's normal sickness rules, procedures and payments will apply.

Holidays and Maternity Leave

Because holiday entitlement will continue to accrue during Maternity Leave, the employee should discuss with the employer when holiday will be taken. Holiday can not be taken simultaneously with Maternity Leave, but could be taken either before the beginning or after the end of Maternity Leave.

Contact with the Employee during Maternity Leave

The Employer may make reasonable contact with the employee during Maternity Leave.

Statutory Maternity Pay

All employees who have been continuously employed for at least 26 weeks ending with the 15th week before the expected week of childbirth (the "Qualifying Week"), and who satisfy the following conditions, are entitled to receive Statutory Maternity Pay (SMP) from their employer. The employee must:

- still be pregnant at the 11th week before her expected week of childbirth or have had the child by that time;
- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes over the eight week period up to and including the Qualifying Week;
- give the employer notice that she intends to be absent from work because of her pregnancy at least 15 weeks before the expected week of childbirth; and
- provide the employer with medical certification of her expected week of childbirth, normally using form MAT B1.

Statutory Maternity Pay is payable for up to 39 weeks. The first six weeks are payable at the higher rate which is 90% of the employee's normal earnings.

Normal earnings are calculated based on the eight week period before the Qualifying Week. However, any pay rises made by the employer up to the end of the employee's Maternity Leave must be taken into account and SMP adjusted accordingly.

The remaining 33 weeks are payable at a standard rate which changes from time to time. Where the employee's earnings are below the standard rate, the employee should be paid at 90% of her average earnings of the previous eight weeks up to and including the Qualifying Week.

Employees who do not qualify for Statutory Maternity Pay may be able to claim Maternity Allowance from their local Job Centre Plus office.

Pension Contributions during Maternity Leave

Where the employee has the benefit of contractual pension contributions made by the employer, these must continue to be paid at the full rate up to the end of the period when SMP is payable.

Where the employee is required to make pension contributions, these will be based on the pay she receives during Maternity Leave.

Keeping in Touch Days

Employees on Maternity Leave may do up to 10 days' work for the employer without losing their right to SMP.

Work will be paid at the employee's normal rate of pay, but any SMP will be taken into account.

Neither the employee nor the employer is under any obligation to agree to Keeping in Touch days.

PATERNITY LEAVE AND PATERNITY PAY

Eligible employees (see below) are entitled to take up to two weeks' paid Paternity Leave following the birth of their child in order to care for the child or support its mother. During Paternity Leave, most employees will be entitled to Statutory Paternity Pay (SPP), which will be the same as the standard rate of Statutory Maternity Pay (SMP).

Eligibility for Paternity Leave and Paternity Pay

In order to qualify for Paternity Leave and Statutory Paternity Pay the employee must:

- be the biological father of the child or the mother's husband or partner (male or female);
- have or expect to have responsibility for the child's upbringing;
- have worked continuously for the employer for 26 weeks leading into the 15th week before the child is due; and
- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes over the eight week period leading up to and including the Notification Week.

Employers may ask an employee to provide a self certificate as evidence that he or she meets these conditions. The self certificate must provide the information required above and include a declaration that the employee meets the necessary conditions.

Taking Paternity Leave

An employee is permitted to take Paternity Leave in units of either one whole week or two consecutive whole weeks. Leave may start on any day of the week on or following the child's birth but must be completed:

- within 56 calendar days of the actual date of birth of the child; or
- if the child is born early, within the period from the actual date of birth up to 56 calendar days after the expected week of birth.

An employee may change his or her mind about the starting date for Paternity Leave, providing he or she tells the employer at least 28 calendar days in advance of the changed start date where reasonably practicable.

Notification Procedures for Paternity Leave

An employee who wishes to take Paternity Leave must notify the employer by the 15th week before the expected week of childbirth, stating:

- the week the child is due;
- whether the employee wishes to take one week or two weeks' leave; and
- when the employee wants the leave to start.

Contractual Benefits during Paternity Leave

An employee on Paternity Leave is entitled to enjoy normal terms and conditions of employment, with the exception of pay. The employee is entitled to return to the same job following Paternity Leave.

Paternity Leave and Adoption

The partner of an individual who adopts, or the other member of a couple who is adopting jointly, may be entitled to Paternity Leave and Paternity Pay.

When a couple adopts, the couple can choose who will take Adoption Leave and who will take Paternity Leave. Only one period of Adoption Leave and one period of Paternity Leave may be taken between the couple even if each individual works for different employers.

Further details of this entitlement are set out in the section on Adoption Leave and Adoption Pay.

ADOPTION LEAVE AND ADOPTION PAY

Different Types of Leave Available to Couples Who Adopt

Employees who adopt a child may be entitled to **Adoption Leave** and **Statutory Adoption Pay**. This right applies to both men and women.

The partner of an individual who adopts, or the other member of a couple adopting jointly, may be entitled to **Paternity Leave** and **Paternity Pay**.

When a couple adopts, the couple can choose who will take Adoption Leave and who will take Paternity Leave. Either sex can choose either type of leave.

Details of Paternity Leave for an adoptive parent can be found at the end of this section.

Adoption Leave

Employees who meet the eligibility criteria are entitled to 26 weeks' Ordinary Adoption Leave and 26 weeks' Additional Adoption Leave, in order to care for a newly adopted child up to 18 years of age.

To qualify for Adoption Leave, an employee must:

- be newly matched with a child for adoption by an approved adoption agency;
- Have notified the agency that the employee agrees that the child should be placed with him or her and agreed the date of placement;
- have worked continuously for the same employer for 26 weeks ending with the week in which the employee is notified of being newly matched with a child by the agency; and
- notify the employer of when he or she wants to take Adoption Leave no more than seven calendar days after being notified that he or she has been matched with a child.

Only one period of Adoption Leave will be available irrespective of whether more than one child is placed for adoption as part of the same arrangement.

Ordinary Adoption Leave

During Ordinary Adoption Leave, the employee is entitled to receive all his or her normal contractual benefits (including annual holiday entitlement), but excluding pay.

An employee is entitled to return to his or her original job at the end of the Ordinary Adoption Leave period.

Additional Adoption Leave

Additional Adoption Leave follows immediately after the end of Ordinary Adoption Leave. There can be no gap between the two.

During Additional Adoption Leave, the employee is entitled to receive all his or her normal contractual benefits (including annual holiday entitlement), but excluding pay.

The employee is entitled to return to his or her original job at the end of Additional Adoption Leave. However, if this is not reasonably practicable, he or she should be offered a similar job on no less favourable terms and conditions.

Notification Procedures for Adoption Leave

To be permitted to take Adoption Leave the employee must comply with the rules and procedures set out below.

1. Within seven calendar days of being matched for a child, the employee must give his or her employer notice of:
 - the date the placement is expected to take place; and
 - the date on which the employee intends to start Adoption Leave. This must be in writing if requested by the employer.

The employee should also give the employer the matching certificate from the adoption agency as evidence of entitlement to Adoption Leave.

Within 28 calendar days of the employee giving notice, the employer will respond in writing to the employee, confirming the date when the Adoption Leave will end. This will normally be 52 weeks from the start of the Adoption Leave.

2. An employee who is adopting may choose to start Adoption Leave:
 - from the date of the child's placement; or
 - from a fixed date which can be up to 14 calendar days before the expected date of the placement.

The employee may change his or her mind about the start date of Adoption Leave, as long as he or she gives the employer at least 28 calendar days' notice of the change. The period of 28 days must be before the earlier of the original planned start date or the new planned start date.

Notification of Return to Work

1. The employee does not need to give notice of a return to work if he or she simply returns at the end of the Adoption Leave period.
2. If the employee wishes to return to work before the full entitlement to Adoption Leave has ended, the employee must give his or her employer a minimum of eight weeks' notice of the date of the earlier return.
3. If the employee fails to give the required eight weeks' notice of an earlier return to work, the employer may postpone the return until the end of the eight weeks' notice the employee should have given, or until the end of the Adoption Leave period, whichever is earlier.
4. The employee may change his or her mind about the date of his or her return, but he or she must always give the employer at least eight weeks' notice of any changes.
5. An employee does not lose the right to return to work if he or she does not follow the correct notification requirements. However, the employer may take appropriate disciplinary action if the employee fails to return to work at the end of his or her adoption leave period.

Holidays and Adoption Leave

Because holiday entitlement will continue to accrue during Adoption Leave, the employee should discuss with the employer when holiday will be taken. Holiday can not be taken simultaneously with Adoption Leave, but could be taken either before the beginning or after the end of Adoption Leave.

Contact with the Employee during Adoption Leave

The Employer may make reasonable contact with the employee during Adoption Leave.

Statutory Adoption Pay

To qualify for Statutory Adoption Pay, the employee must:

- have been continuously employed for at least 26 weeks by the date he or she is informed by the adoption agency that the adopter has been matched with a child;
- have average weekly earnings equal to or above the lower earnings limit for National Insurance purposes over the eight week period leading up to the date the adopter is matched with a child;
- give the employer the required minimum notice that he or she intends to be absent from work because of adoption;
- provide the employer with a matching certificate from the adoption agency as evidence of entitlement to Statutory Adoption Pay; and
- provide a written declaration that the employee has chosen to receive Statutory Adoption Pay (SAP) rather than Statutory Paternity Pay (SPP).

Statutory Adoption Pay is payable for up to 39 weeks at a standard rate which changes from time to time. Where the employee's earnings are below the standard rate, the employee should be paid at 90% of his or her average earnings of the previous eight weeks up to and including the date the child is matched.

Employees who do not qualify for Statutory Adoption Pay may be able to claim financial support from their local Job Centre Plus office.

Pension Contributions during Adoption Leave

Where the employee has the benefit of contractual pension contributions made by the employer, these must continue to be paid at the full rate up to the end of the period when SAP is payable.

Where the employee is required to make pension contributions, these will be based on the pay he or she receives during adoption leave.

Keeping in Touch Days

Employees on Adoption Leave may do up to 10 days' work for the employer without losing their right to SAP.

Work will be paid at the employee's normal rate of pay, but any SAP will be taken into account.

Neither the employee nor the employer is under any obligation to agree to Keeping in Touch days.

Placement Ends

If the child's placement ends during the Adoption Leave period, the employee will be able to continue adoption leave for up to eight weeks after the end of the placement.

Paternity Leave and Adoption

A qualifying employee may take either one whole week's or two consecutive whole weeks' paid Paternity Leave to care for a newly adopted child or to support his or her partner on adoption.

To qualify for Paternity Leave, the employee must have worked continuously for the employer for at least 26 weeks leading into the week in which the adopter is notified of being matched with a child.

The employee may decide to start Paternity Leave either from the date of the child's placement, from a chosen number of days or weeks after the date of the child's placement or from another chosen date.

In all cases Paternity Leave must be completed within 56 calendar days of the child's placement.

PARENTAL LEAVE

After one year's service, employees are entitled to a maximum of 13 weeks' unpaid Parental Leave for each of their children under five years old.

Parents of disabled children are entitled to a total of 18 weeks' parental leave, which can be taken at any point until the child's 18th birthday. Where an employee adopts a child under the age of 18, he or she is entitled to Parental Leave during the five years after the adoption, or until the child's 18th birthday, whichever is earlier.

A maximum of four weeks' Parental Leave may be taken in any one year.

Parental Leave may only be taken in blocks of one complete week or more except in the case of parents of children with a disability who may take Parental Leave one day at a time.

An employee is required to give the employer a minimum of 21 calendar days' notice in writing of his or her request to take Parental Leave.

Employers have the right to postpone Parental Leave for up to six months if the business would be unacceptably disrupted by the employee's absence. However, Parental Leave requested to take place immediately after the birth of a child may not be postponed provided that the employee has given 13 weeks' notice of his or her intention to take Parental Leave at this time.

TIME OFF FOR DEPENDANTS

Employees are entitled to take reasonable unpaid time off to deal with sudden or unexpected problems with a dependant. A dependant is a partner, child or parent who lives with the employee as part of his or her family or any other person who reasonably relies on the employee for assistance.

Reasonable time off will be granted in the following circumstances:

- for the birth, sickness, injury or death of a dependant;
- to make arrangements for the care of a sick or injured dependant or to make arrangements to deal with an unexpected disruption to care arrangements; or
- to deal with an unexpected incident involving the employee's child during school hours.

The right is only to deal with emergencies and to put care arrangements in place. This means that in the case of a dependant's illness, for example, the employee is not entitled to time off for the duration of the dependant's illness.

Employees are required to inform the employer as soon as practicable of their absence, the reason for it and how long they expect to be away from work.

There is no minimum service period for an employee to qualify for this right.

2. DISCIPLINARY PROCEDURE

DISCIPLINARY PROCEDURE AND ACTION

The primary objective of the Company's Disciplinary Procedure is to ensure that all disciplinary matters are dealt with promptly, fairly and consistently and, where there has been a breach of discipline, to encourage an improvement in individual conduct or performance.

The Company reserves the right to discipline or dismiss an employee with less than 12 months' continuous service without following the Disciplinary Procedure.

For employees with 12 months' continuous service or longer, the Company will follow the Disciplinary Procedure set out below.

Disciplinary Procedure

In all but a few straightforward cases the Company will first investigate all allegations of potential disciplinary offences to establish the facts before deciding whether to invoke the Disciplinary Procedure.

It may be necessary for the Company to suspend the employee whilst an investigation is taking place. Any suspension will be kept as brief as possible and will be on full pay. Suspension does not in itself constitute disciplinary action.

If the Company has decided to suspend an employee following an allegation of abuse of, or harm to, a child or vulnerable adult, the Company will take steps to establish as quickly as possible, whether the allegations have some element of substance. Where the Company believe the allegations have some element of substance, the Company will refer details of the allegation to any relevant governing body and/or Exclusion List if appropriate to do so.

Where the Company decides to invoke the Disciplinary Procedure, it will write to invite the employee to attend a disciplinary hearing. In the invitation letter the Company will set out the issues that will be considered, how seriously these are being viewed, the potential consequences and detail any intention to call witnesses. The letter will also detail the employee's right to be accompanied, as well as confirming how this right is exercised. The Company will give the employee reasonable notice of the requirement to attend the meeting to allow the employee to prepare his or her case.

Employees are entitled to be accompanied by a fellow employee or by a trade union official at the disciplinary meeting, and the Company encourages them to make use of this entitlement.

The Company will give the employee a full opportunity to present his or her case, present evidence and call witnesses at the disciplinary meeting before it decides whether or not to take any disciplinary action.

Following the disciplinary meeting, the Company may take disciplinary action against the employee. In any event, the employee will be informed of the outcome of the meeting in writing as soon as possible.

Employees have the right to appeal against any disciplinary action taken against them, or in the event of their dismissal, in accordance with the Disciplinary and Dismissal Appeals Procedure.

Disciplinary Action

The severity of the disciplinary action, if any, will be determined by the severity of the offence. As the first step of corrective action following unsatisfactory performance or conduct offences the Company will normally impose a written warning. If the employee persists with the offence in question, the Company may, having followed the Disciplinary Procedure in each instance, apply a final written warning and eventually dismiss the employee.

For more severe first offences the Company may apply a final written warning if appropriate. In cases of gross misconduct the Company will normally dismiss the employee summarily, i.e., without notice.

Written Warning: Normally applied as the first step of corrective action following unsatisfactory performance or conduct offences, the Company will define the unacceptable acts and explain the conduct or standards required in the future. The employee will be advised in writing that a failure to improve the standard of conduct or performance may result in further disciplinary action. A time limit should be placed on the warning. Normally, a written warning remains live for six months.

Final Written Warning: Normally applied after a written warning has been given and performance or conduct has not improved but may be applied after a more serious first or second offence. The employee will be advised in writing that a failure to improve the standard of conduct or performance may result in dismissal. A time limit should be placed on the warning. Normally, a final written warning remains live for twelve months.

Action short of Dismissal: At this final stage, the Company reserves the right, at its complete discretion and in appropriate circumstances, to take 'action short of dismissal'

which may include demotion, transfer to a different post or another appropriate sanction.

Dismissal:

The employee is dismissed either with or without notice. Dismissal without notice is referred to as "summary dismissal" and is normally restricted to cases of gross misconduct.

THE RIGHT TO BE ACCOMPANIED

Formal Meetings and Hearings

Employees are entitled to be accompanied by a work colleague or trade union official at any formal disciplinary or grievance meetings or appeal hearings.

An employee under the age of 18 may choose to be accompanied by a parent or legal guardian.

An employee who wishes to take advantage of this right must notify the Company of the name and position of his or her chosen companion. The Company may refuse to allow the companion to attend the meeting or hearing if the Company considers there may be a conflict of interest. If so, the Company must allow the employee to choose a different companion.

The meeting or hearing may be delayed for up to five working days if the companion is not available to attend.

The companion is permitted to put and sum up the employee's case, respond on behalf of the employee to views expressed in the hearing, ask questions and confer with the employee, but is not entitled to answer questions directly on the employee's behalf.

Informal Investigations

The Company may, at its discretion, allow an employee to bring a companion to informal investigations or investigatory meetings. The companion may not play an active part in the investigation or meeting.

The Company may refuse permission for the companion to attend the informal investigation or investigatory meeting if the Company considers there may be a conflict of interest.

3. CODE OF CONDUCT

The Company's Code of Conduct is set out below. It covers the main standards of behaviour the Company requires from employees. The Code includes the Company Rules, which employees need to follow, and examples of misconduct which the Company normally regards as gross misconduct. A breach of the Company Rules may result in disciplinary action. A single instance of gross misconduct may result in dismissal without notice.

The Company Rules and the examples of gross misconduct are not exhaustive. All employees are under a duty to comply with the standards of behaviour and performance required by the Company and to behave in a reasonable manner at all times.

COMPANY RULES

Attendance and Timekeeping

Employees are required to comply with the rules relating to notification of absence set out in the Company's Absence Procedure.

Employees are required to arrive at work promptly, ready to start work at their contracted starting times. Employees are required to remain at work until their contracted finishing times.

Employees must obtain management authorisation if for any reason they wish to arrive later or leave earlier than their agreed normal start and finish times.

The Company reserves the right not to pay employees in respect of working time lost because of poor timekeeping.

Persistent poor timekeeping may result in disciplinary action.

Standards and Conduct

Employees are required to maintain satisfactory standards of performance at work.

Employees are required to comply with all reasonable management instructions.

Employees are required to co-operate fully with their colleagues and with management, and to ensure the maintenance of acceptable standards of politeness.

Employees are required to take all necessary steps to safeguard the Company's public image and preserve positive relationships with its customers, clients or members of the public.

Employees are required to ensure that they behave in a way that does not constitute unlawful discrimination.

Employees are required to comply with the Company's operating policies and procedures.

Employees are allowed reasonable personal use of their mobile phones.

Any queries received from the media must be referred immediately to management. Employees must not attempt to deal with queries themselves.

Employees are required to seek permission before taking on a second job.

Flexibility

Employees may be required to work additional hours at short notice, in accordance with the needs of the business.

Employees may be required from time to time to undertake duties outside their normal job remit.

Employees may be required from time to time to work at locations other than their normal place of work.

Confidentiality

Employees are required to keep confidential, both during their employment and at any time after its termination, all information gained in the course of their employment about the Company's business and that of the Company's clients or customers, except as required by law or in the proper course of their duties.

Outside Activities and Other Employment

Employees are not permitted to engage in any activity outside their employment with the Company which could reasonably be interpreted as competing with the Company.

Employees are required to seek permission from management before taking on any other employment while employed by the Company.

Employees must take care when using social networking and similar websites that they do not post material that breaches Company or client confidentiality, or which is libellous or which could damage the business of the Company.

Work Clothing

Where work clothing or uniforms are provided by the Company or required on site, they must be worn at all times during working hours. Employees are responsible for ensuring that all items of work clothing or uniform are kept clean and maintained in reasonable condition at all times and returned to the Company on termination of their employment.

Health and Safety

Employees are required to gain an understanding of the Company's health and safety procedures, observe them, and ensure that safety equipment and clothing are always used.

Employees must report all accidents, however small, as soon as possible, making an entry in the Company's Accident Book.

On Site Rules

Employees working on customer or client sites are required to follow any site-specific rules and wear any protective masks, safety shoes and other clothing required on site at all times during their working hours.

Property and Equipment

Except for use on authorised Company or client business, employees are not permitted to make use of the Company's or its clients' telephone, fax, postal or other services. If an employee makes personal use of a Company telephone the Company reserves the right to make deductions from the employee's pay.

Where an employee damages property belonging to the Company either through misuse or carelessness, the Company reserves the right to make a deduction from the employee's pay in respect of the damaged property.

On termination of their employment employees must return all Company property, such as keys, laptops, mobile telephones, Company vehicles, documents or any other items belonging to the Company. This list is not exhaustive.

Personal Searches and Personal Property

The Company may reasonably request to search employees' clothing, personal baggage or vehicles. An authorised member of management in the presence of an independent witness must conduct any such search. Should an employee refuse such a request, the Company will require the appropriate authorities to conduct the search on behalf of the Company. An employee's failure to co-operate with the Company in this respect may be treated as gross misconduct.

Employees are solely responsible for the safety of their personal possessions on Company premises and should ensure that their personal possessions are kept in a safe place at all times.

Should an employee find an item of personal property on the premises he or she is required to inform management immediately.

Expenses

Employees must seek prior approval from their line manager in order to claim expenses. The Company will normally reimburse employees in respect of any expenses wholly, necessarily and proportionately incurred in the course of their work against the relevant receipts. The Company reserves the right to refuse to pay an expense claim where the expenditure is unreasonable, disproportionate or unnecessary.

Environment

In order to provide a cost-effective service, employees are requested to use the Company's equipment, materials and services wisely. Employees should try to reduce wastage and the subsequent impact on the environment by ensuring that they close windows, avoid using unnecessary lighting or heating or leaving taps running, switch off equipment when it is not in use and handle all materials with care.

Smoking

In accordance with Smoke-Free Legislation, smoking is not permitted anywhere on Company or client premises or vehicles. Further information is set out in the Company's No Smoking Policy. Employees will be allowed one smoking break in the morning and one smoking break in the afternoon.

Changes in Personal Details

Employees must notify the Company of any change in personal details, including change of name, address, telephone number or next of kin. This will help the Company to maintain accurate personal details in compliance with the Data Protection Act 1998, and ensure it is able to contact the employee or another designated person in case of an emergency.

Third Parties

An employee's employment with the Company may in some circumstances be conditional on the approval of third parties at whose premises he or she either works at or visits. If the third party withdraws permission for that employee to be on its site, the Company will consider all alternative arrangements which can be made in order to maintain the employee's continued employment by the Company. If, however, in the sole opinion of the Company, no alternative arrangements can be made, the Company reserves the right to terminate the employee's employment.

Gross Misconduct

Set out below are examples of behaviour which the Company treats as gross misconduct. Such behaviour may result in dismissal without notice. This list is not exhaustive.

- theft, dishonesty or fraud
- deliberate recording of incorrect working hours
- smoking
- sleeping during working hours
- assault, acts of violence or aggression
- bullying
- unacceptable use of obscene or abusive language
- possession or use of or being under the influence of non-medicinal drugs or alcohol on Company premises or during working hours
- wilful damage to Company, employee or customer property
- serious insubordination
- serious or gross negligence
- bringing the Company into disrepute
- falsification of records or other Company documents, including those relating to obtaining employment
- unlawful discrimination, including acts of indecency or harassment (please refer to the Equal Opportunities Policy set out in this Handbook).
- refusal to carry out reasonable management instructions
- gambling, bribery or corruption
- serious breach of health and safety policies and procedures
- breach of confidentiality, including the unauthorised disclosure of Company business to the media or any other party
- unauthorised accessing or use of computer data
- unauthorised copying of computer software

PERFORMANCE MANAGEMENT PROCEDURE

General

The Company operates a performance management procedure which works in parallel with the disciplinary procedure. Clearly it is not always appropriate to label incapability and poor performance as misconduct warranting disciplinary action, though it may be so sometimes. However, the Company does need to be able to address performance inadequacy and deal with it effectively.

The procedures set out below will apply to all employees who have completed 12 months' continuous service.

Informal Performance Management Procedure

If the Company considers that an employee's performance is unacceptable, the employee will be notified in writing of the Company's concerns and / or complaints and the employee will be invited to attend an initial meeting with their line manager, to try to establish the reasons.

The employee will be given the opportunity to respond to the complaints or concerns about their performance.

The employee's line manager will investigate the cause of the employee's poor performance. Causes could include, for example, lack of skills, inadequate training, lack of support, tools or other resources, lack of communication or problematic working relationships. The manager carrying out this initial counselling will provide the employee factual examples of their unsatisfactory performance and the employee will be asked for their explanation, which will subsequently be followed up and checked where appropriate.

Where the reason for unsatisfactory performance is lack of the required skills, the employee will, where practicable, be assisted through training and be given reasonable time to reach the required standard of performance. If it is a question of lack of support employees, tools or other resources or facilities, attention should be paid to this and assistance provided if appropriate.

Formal Performance Management Procedure

The Company will take steps to deal with the matter by way of formal performance or disciplinary warnings where:

- it is clear that the employee's performance does not arise from any of the reasons stated above; or
- the Company has taken appropriate steps to assist the employee to improve his or her poor performance and he or she has not improved to the required standard within the specified timescale.

The employee will be informed in writing of the concerns about his or her poor performance and will be invited to attend a disciplinary meeting to discuss this with the manager responsible for reviewing his or her performance. The manager will seek to identify the cause(s) of the poor performance and determine what, if any, remedial action can be taken. The employee will be given the opportunity to respond to the concerns and / or complaints.

The employee must make all reasonable efforts to attend any disciplinary meeting. Where an employee is persistently unable or unwilling to attend a disciplinary meeting without good cause an employer can make a decision on the evidence available..

If at the conclusion of the disciplinary meeting the manager believes that there is a shortfall in the employee's performance which requires further attention from them, then the employee will be issued with a formal warning.

Formal performance warnings will usually set out:

- the nature of the poor performance;
- the level of improvement required;
- the time limit for achieving the required improvement;
- any interim review meeting to be held during the currency of the performance warning;
- what will happen if the employee fails to achieve or maintain the required standard of improvement; and
- how long the warning will remain active. This will normally be dependent on the circumstances and will be specified in the disciplinary warning letter.

Informal Warning

The employee will be fully informed of:

- the precise nature of the poor performance;
- the level of improvement required;
- the time limit for achieving that improvement;
- review periods during the currency of the warning;
- the consequences of failure to achieve or maintain the improvement.

Formal Warnings

The severity of the disciplinary action, if any, will be determined by the severity of the unsatisfactory performance. As the first step of corrective action following unsatisfactory performance the Company will normally impose a written warning. If the unsatisfactory performance continues, the Company may, having followed the Disciplinary Procedure in each instance, apply a final written warning and eventually dismiss the employee.

For more severe case of unsatisfactory performance the Company may apply a final written warning if appropriate.

Written Warning

If there is no improvement or insufficient improvement after an Informal Warning, or if improvement is not maintained for the period stated in the Informal Warning, the employee will be given a written warning setting out the details as outlined above.

Final Written Warning

If there is no improvement or insufficient improvement after a written warning, or if improvement is not maintained for the period stated in the written warning, the employee will be given a final written warning setting out the details as outlined above. The final written warning will include a statement that a failure to improve to the required standard is likely to result in dismissal.

Action short of Dismissal

Action short of dismissal such as demotion or transfer to a different post can only be used in exceptional circumstances. This is because a demotion is equivalent in legal terms to a dismissal. An employer must be in a position to "fairly dismiss" an employee before a demotion can be imposed. However, there may be cases where an employee agrees to a change of duties including a demotion and a reduction in salary/benefits commensurate with a revised role as an acceptable outcome of a formal performance management procedure.

Employers should proceed with caution in such circumstances and seek advice from the 24 hour Telephone Advice Service.

Dismissal

If there is still no improvement or insufficient improvement after a final written warning, or if improvement has not been maintained for the period stated above, the employee will normally be dismissed with notice or pay in lieu. Alternatively, at the Company's entire discretion, alternative work elsewhere in the organisation may be offered to the employee if any suitable posts are available.

Right to be Accompanied

Employees have the right to be accompanied at each meeting by a work colleague or trade union representative. Further detail is provided in the Right to be Accompanied policy.

Appeals

Employees have same rights of appeal at each stage of the procedure as detailed in the Disciplinary and Dismissal Appeals Procedure.

The Company reserves the right to implement the procedure at any stage should the outcome of the initial review meeting suggest the performance failing warrants it.

DISCIPLINARY AND DISMISSAL APPEALS

Employees who have completed at least 12 months' service have the right to appeal against any disciplinary action taken against them or in the event of their dismissal.

All appeals must be made in writing no later than the end of the fifth working day after the employee has been notified in writing of the disciplinary decision or dismissal. The first of these five working days is the day on which the employee received written confirmation of the Company's decision.

The employee should submit the written appeal to Levon Antonian

The Company will arrange and hold an appeal meeting as quickly as possible. The employee will be entitled to attend the appeal meeting and will be given an opportunity to state his or her case. The employee must take all reasonable steps to attend this meeting.

The Company will inform the employee in writing of its decision in response to the employee's appeal within a reasonable time taking into account the complexity of the issues raised in the appeal.

The decision at this stage will be final.

All meetings provided for in this Procedure will be arranged as quickly as possible. The purpose of this Procedure is to resolve at the earliest opportunity any issues raised. While the Company will make every effort to settle issues within the time limits indicated, this may not be possible on occasions. In these circumstances an extension of time may be necessary.

At all stages of the Procedure an employee is entitled to be accompanied by a fellow employee or a trade union official.

GRIEVANCE PROCEDURE

Informal Grievances

If an employee has a grievance relating to any aspect of his or her employment the Company encourages the employee to try to settle the grievance informally by raising it with his or her line manager. If the employee does not wish to raise the matter informally or if a grievance raised informally has not been resolved, the employee may wish to take the matter further by raising a formal grievance.

Formal Grievance Procedure

The employee must set out the grievance and the basis for it in writing and submit it to Levon Antonian. If the employee's grievance is against his or her manager, the employee should approach another manager.

The manager will invite the employee to a meeting to discuss the grievance, normally within five days. The employee must take all reasonable steps to attend this meeting.

The Company will normally inform the employee in writing of its decision in response to the grievance within three working days of the meeting. The employee will have the right to appeal this decision.

Grievance Appeal Procedure

All appeals must be made in writing no later than the end of the third working day after the Company's decision was notified in writing to the employee. The first of these three working days is the day on which the employee received written confirmation of the Company's decision.

The employee should submit the written appeal to Levon Antonian

The Company will arrange and hold an appeal meeting as quickly as possible, normally within five days. The employee will be entitled to attend the appeal meeting and will be given an opportunity to state his or her case. The employee must take all reasonable steps to attend this meeting.

The Company will normally inform the employee in writing of its decision in response to the employee's appeal within three working days of the meeting. The decision at this stage will be final.

All meetings provided for in this Procedure will be arranged as quickly as possible. The purpose of this Procedure is to resolve at the earliest opportunity any issues raised. While the Company will make every effort to settle issues within the time limits indicated, this may not be possible on occasions. In these circumstances an extension of time may be arranged.

At all stages of the Procedure an employee is entitled to be accompanied by a fellow employee or a trade union official.

4. OPERATIONAL POLICIES AND PROCEDURES

EQUAL OPPORTUNITIES AND DIVERSITY POLICY

The Company is committed to providing a working environment in which employees are able to realise their full potential and to contribute to its business success irrespective of their gender, race, disability, sexual orientation, marital status, part time status, age, religion or belief. The Company values the differences that a diverse workforce brings. This is a key employment value to which all employees are expected to give their support.

The Company is committed to identifying and eliminating unlawful discriminatory practices, procedures and attitudes throughout the Company. The Company expects employees to support this commitment and to assist in its realisation in all possible ways.

Specifically, the Company aims to ensure that no employee or candidate is subject to unlawful discrimination, either directly or indirectly, on the grounds of gender, race (including colour, nationality or ethnic origin), disability, sexual orientation, marital status, part time status, age, religion or belief. This commitment applies to all aspects of employment, including:

- recruitment and selection, including advertisements, job descriptions, interview and selection procedures;
- training;
- promotion and career development opportunities;
- terms and conditions of employment, and access to employment related benefits and facilities;
- grievance handling and the application of disciplinary procedures; and
- selection for redundancy.

Equal opportunities practice is developing constantly as social attitudes and legislation change. The Company will keep its policies under review and will implement changes where these could improve equality of opportunity. This commitment applies to all the Company's employment policies and procedures, not just those specifically connected with equal opportunities and diversity.

Harassment

Harassment is physical, verbal or non verbal behaviour which is unwanted and personally offensive to the recipient, and which causes the recipient to feel threatened, humiliated, intimidated, patronised, denigrated, bullied, distressed or harassed.

The way in which complaints of unlawful Discrimination and Harassment will be handled

Discrimination and harassment are often complex matters, and there is no single way of dealing with every suspected or alleged instance. In some cases employees may be able to deal satisfactorily with an issue by raising it with their immediate manager.

Should an employee feel that they have been harassed by a third party they should initially speak to their line manager, providing full details of their complaint, to see if the matter can be resolved informally. If an employee wishes to make a formal complaint he or she should use the Company's Grievance Procedure which is set out in the Employee Handbook.

The Company will treat seriously all allegations of unlawful discrimination or harassment.

If an employee is accused of Unlawful Discrimination or Harassment

If an employee is accused of unlawful discrimination or harassment, the Company will investigate the matter fully.

In the course of the investigation the employee will be given the opportunity to respond to the allegation and provide an explanation of his or her actions.

If the Company concludes that no unlawful discrimination or harassment has occurred, this will be the end of the matter.

If the Company concludes that the claim is false or malicious the complainant may be subject to disciplinary action.

If on the other hand the Company concludes that the employee's actions amount to unlawful discrimination or harassment he or she may be subject to disciplinary action, up to and including summary dismissal for gross misconduct.

Monitoring

The Company will not tolerate unlawful discrimination or harassment of any kind in the working environment and will take positive action to prevent its occurrence.

In this connection the Company will monitor its policies and will implement changes in order to improve them as social attitudes and legislation change. This commitment applies to all the Company's employment policies and procedures, not just those specifically concerned with equal opportunities and diversity.

Employment and Training

As an employer, the Company will treat all employees and job candidates equally and fairly and not discriminate unjustifiably against them. This will, for example, include arrangements for recruitment and selection, terms and conditions of employment, access to training opportunities, access to promotion and transfers, grievance and disciplinary processes, demotions, selection for redundancies, dress code, references, bonus schemes, work allocation and any other employment-related activities.

Recruitment and Selection

The Company recognises the benefits of having a diverse workforce and will take steps to ensure that:

- it endeavours to recruit from the widest pool of qualified candidates possible;
- employment opportunities are open and accessible to all on the basis of their individual qualities and personal merit;
- where appropriate, positive action measures are taken to attract applications from all sections of society and especially from those groups which are underrepresented in the workforce;
- selection criteria and processes do not discriminate unjustifiably on the grounds of gender, race (including colour, nationality or ethnic origin), disability, sexual orientation, marital status, part time status, age, religion or belief, other than in those instances where the Company is exercising lawfully permitted positive action;
- wherever appropriate and necessary, lawful exemptions (Genuine Occupational Requirements) will be used to recruit suitable employees to meet the special needs of particular groups; and
- all recruitment agencies acting for the Company are aware of its requirement not to discriminate and to act accordingly.

Recruitment of Ex-offenders

- As an organisation using the Criminal Records Bureau (CRB) / Disclosure Scotland service to assess candidates' suitability for positions of trust, the Company complies fully with the CRB / Disclosure Scotland Code of Practice and undertakes to treat all candidates fairly. The Company undertakes not to discriminate unlawfully against any candidate who is required to provide information through this process. The information provided is known as a Disclosure.
- The Company will ensure that it makes any candidates who is subject to Disclosure aware of the CRB / Disclosure Scotland Code of Practice and will provide a copy of the Code on request.
- The Company actively promotes equality of opportunity for all with the right mix of talent, skills and potential and welcomes applications from a wide range of candidates, including those with criminal records. The Company selects all candidates for interview on the basis of their skills, qualifications and experience.
- A Disclosure is only requested after a thorough risk assessment has indicated that one is both proportionate and relevant to the position concerned. For those positions where such a check is required, all application forms, job advertisement and recruitment briefs will contain a statement that a Disclosure will be requested in the event of the individual being offered the position.
- The Company requires all applicants to include details of any criminal record on their application form. The Company guarantees that only those who need to see it as part of the recruitment process will see this information. A candidate's failure to reveal information directly relevant to the job could result in withdrawal of an offer of employment.
- Unless the nature of the position is such that the Company may ask questions about an individual's entire criminal record, the Company will only ask about "unspent" convictions as defined in the Rehabilitation of Offenders Act 1974.
- The Company will ensure that all individuals involved in the recruitment process receive appropriate guidance and training in the legislation relating to the employment of ex-offenders, e.g., the Rehabilitation of Offenders Act 1974.
- The Company will ensure that it discusses with the candidate the relevance of any offence, detailed in the application form or revealed in a Disclosure, with the candidate before withdrawing the offer of employment.

- Having a criminal record will not necessarily prevent the candidate from working with the Company. Whether or not it does will depend on the nature of the position and the circumstances and background of the offences.

Conditions of Service

The Company will treat all employees equally and create a working environment which is free from discrimination and harassment and which respects, where appropriate, the diverse backgrounds and beliefs of employees.

Terms and conditions of service for employees will comply with U.K. equal opportunities legislation.

The provision of benefits such as working hours, maternity and other leave arrangements, performance appraisal systems, dress code, bonus schemes and any other conditions of employment will not discriminate unlawfully against any employee on the grounds of their gender, race (including colour, nationality or ethnic origin), disability, sexual orientation, marital status, part time status, age, religion or belief.

Where appropriate and necessary, the Company will endeavour to provide appropriate facilities and conditions of service which take into account the specific needs of employees which arise from their gender, ethnic or cultural background, nationality, responsibilities as parents or carers, disability, sexual orientation, marital status, part time status, age, religion or belief.

Promotion and Career Development

Promotion within the Company will be made without reference to any of the forbidden grounds and will be based solely on merit.

The selection criteria and processes for recruitment and promotion will be kept under review to ensure that there is no unjustifiably discriminatory impact on any particular group.

Whilst positive action measures may be taken in accordance with the relevant equal opportunities legislation to encourage underrepresented groups to apply for promotion opportunities, recruitment or promotion to all jobs will be based solely on merit.

All employees will have equal access to training and other career development opportunities appropriate to their experience and abilities. However, the Company will take appropriate positive action measures (as permitted by the equal opportunities legislation) to provide special training and support for groups which are underrepresented in the workforce and encourage them to take up training and career development opportunities.

Promoting Equality and Diversity

This Company is committed to promoting equality and diversity in the Company as well as in those areas in which it has influence.

Employees will be trained on this Equal Opportunities and Diversity Policy and will be provided with equality and diversity training appropriate to their needs responsibilities.

All those who act on the Company's behalf will be trained on the Company's Equal Opportunities and Diversity Policy and will be expected to pay due regard to it when conducting business on the Company's behalf.

In all its dealings, including those with clients, customers, suppliers, contractors recruitment agencies and the public, the Company will seek to promote the principles of equality and diversity.

The Company will make every effort to reflect its commitment to equality and diversity in its marketing and communication activities.

Implementing the Policy

Responsibility

Ultimate responsibility for implementing the policy rests with the management team. The Company will appoint a senior person within it to be responsible for the operation of the policy.

All employees of the Company are expected to pay due regard to the provisions of the Equal Opportunities and Diversity Policy and are responsible for ensuring compliance with it when undertaking their jobs or representing the Company.

Acts of discrimination or harassment by employees of the Company will result in disciplinary action. Failure to comply with this policy will be treated in a similar fashion.

Complaints of Discrimination

The Company will treat seriously, and will take action where appropriate concerning, all complaints of discrimination or harassment on any of the forbidden grounds made by employees, clients, customers, suppliers, contractors or other third parties.

All complaints will be investigated in accordance with the Company's grievance or complaints procedure, as appropriate, and the complainant will be informed of the outcome.

ABSENCE PROCEDURE AND RULES

General

Employees must ensure that any time off (other than in the case of sickness) is authorised in advance by their line manager. Employees should complete an Absence Form on their first day back at work.

Medical and Dental Appointments

Employees are requested to arrange any medical or dental appointments outside working hours. Where this is not possible, employees must obtain permission from management before taking any time off and appointments should be arranged for first thing in the morning or last thing at night to minimise any disruptions to the Company.

Absence Due to Sickness

Employees are required to notify the Company as soon as possible of their sickness absence and the reasons for it. They should do this personally by telephone at the earliest opportunity to their line manager and by no later than one hour before their normal start time on the first day of the absence.

It is essential that employees keep the Company updated on the circumstances of the absence and of its estimated duration.

Where the absence lasts for seven calendar days or fewer, the employee must complete an Absence Form immediately upon return to work.

Where an employee's absence lasts more than seven calendar days a Medical Certificate completed by a medical practitioner must be forwarded to management to cover the absence. The employee is required to complete an Absence Form on the first day back at work.

Every employee who has been absent (other than those authorised in advance) will be interviewed by management immediately upon return to work. The reasons for the employee's absence will be discussed and the completed Absence Form will be considered. Management must decide whether to authorise the absence or not. The onus is on the employee to satisfy management that there was a genuine medical reason for the absence.

The Company will monitor each employee's attendance at work so that any unacceptable levels of absenteeism may be addressed.

Access to Medical Reports

From time to time it may be necessary for the Company to obtain a medical report from an employee's doctor in order to gather further information about the employee's medical condition and its probable effect on the employee's future attendance at work or the ability to do his or her job.

Employees have certain rights under the Access to Medical Reports Act 1988. Should the Company find it necessary to obtain a medical report concerning an employee's fitness for work or any other relevant matter the employee will be asked for his or her written consent. At the time of the request for consent the employee will be advised of his or her rights under the Act.

Statutory Rights to Time Off

Employees have the right to request time off work in the following circumstances:

Time off to Receive Antenatal care

Pregnant employees are entitled to take reasonable time off with pay during working hours to receive antenatal care. The Company may require an employee who wishes to take time off for this purpose to provide medical certification of her pregnancy and an appointment card, with the exception of the first appointment.

Family Friendly Leave

This includes maternity, paternity, adoption and parental leave and time off for dependants, details of which are set out in the relevant sections of this Handbook.

Time off for Public Duties

An employee is entitled to ask for time off work for specified public duties. There is no statutory right to be paid for this time off. The permitted amount of time off is that which is reasonable in the circumstances.

The public positions for which there is a right to time off are as follows:

- Justice of the Peace;
- members of a local authority, e.g., local councillors;
- members of a statutory tribunal;
- members of a police authority;
- prison visitors;
- members of health bodies, e.g., NHS trusts, health authorities, etc;
- members of education bodies, e.g., managing or governing bodies of local authority educational establishments, grant maintained schools, etc; and
- members of the Environmental Agency or the Scottish Environmental Protection Agency.

Time off in Redundancy Situations

Employees under notice of dismissal for redundancy and who will have at least two years' service on the date that notice expires, are entitled to a reasonable amount of paid time off to look for other work or to make arrangements for their retraining.

Other Authorised Time Off

Jury Service

Employees are entitled to time off work for jury service. Employees should notify management immediately on receipt of the jury summons, giving full details.

Employees will not normally be paid for this time off, and are advised to claim the expenses to which they are entitled from the Court. These will normally include compensation for loss of earnings.

Time off for Religious Observance

Employees should make any requests for time off for religious observance to their line manager as early as possible. Although employees have no legal or contractual right to religious leave or time off to pray, the Company will consider all such requests sympathetically.

Time off for religious observance must be taken from the employee's rest periods or annual holiday entitlement. Alternatively, at the Company's discretion, the employee may work additional hours in lieu of the time taken off.

If the employee wishes to take the time off as annual holiday, he or she should make the request in accordance with the Company's annual holiday procedures. For the avoidance of doubt, the Company's rules relating to annual holiday will apply.

Bereavement Leave

In addition to an employee's right to take reasonable unpaid time off following the death of a dependant, the Company may, at its discretion, permit an employee to take leave (either paid or unpaid) following the death of an immediate or close relative.

Unpaid Authorised Absence

The Company may grant unpaid leave of absence at its discretion and on a case by case basis. All requests should be made well in advance to management. Employees are not permitted to take unpaid leave of absence without prior management permission except in cases of emergency.

ALCOHOL AND DRUGS POLICY

Consumption of Alcohol on the Premises

Unless authorised by management, employees are expressly forbidden from consuming alcohol when at work or from bringing it onto Company premises. Any breach of this rule will be treated as gross misconduct and is likely to result in summary dismissal.

Drug Misuse or Abuse on the Premises

Employees who take, sell, buy or possess non-medicinal drugs during working hours or on Company premises or in Company vehicles will be committing an act of gross misconduct and are likely to be summarily dismissed.

Intoxication at Work

An employee who is under the influence of alcohol or non-medicinal drugs during working hours or on Company premises will be escorted from the premises immediately. The Company will take disciplinary action when the employee has had time to sober up or recover from the effects of intoxication. Intoxication at work will normally be treated as gross misconduct and is likely to result in an employee's summary dismissal.

General

All employees are encouraged not to cover up for colleagues with a drink or drug problem but rather to recognise that collusion represents a false sense of loyalty and will in the longer term damage those colleagues.

Employees who recognise that they have a drink or drug problem, or that they are at risk of developing one, are encouraged to come forward for help. They should speak in confidence with their line manager.

TRAVEL POLICY

General Travel

All travel on company business must be undertaken in accordance with company policy.

Business use of a car

For staff using their own car on business the actual mileage for business travel by car will be reimbursed at the prevailing company rates. Mileage rates vary by reference to engine size.

Halian will not normally reimburse employees for normal commuting costs between the home and office.

If you are traveling more than 2 hours to a client, i.e. 4 hours round trip, please ensure you visit another customer in close proximity to ensure maximum use of your daily travel.

Please try to arrange meetings at suitable times, so that you are able to work at the office first, or at lunchtime or before close of play. Please make sure you make your colleagues aware of your whereabouts by using your Outlook calendar. Repeated failure to use this system will lead to a disciplinary warning.

Petrol Mileage

Mileage to and from client sites is payable at a flat rate of 25 pence per mile, this may be subject to change and you will be updated with the prevailing rates the relevant time.

Mileage is paid from your home or the office depending on whichever is closer to your destination. The shortest route subject to traffic conditions should be taken. Mileage must be calculated using AutoRoute or an online mileage calculator such as that available on www.theaa.com. Any overstatement of mileages must be explained for claims to be reimbursed. A printout of the online mileage must be attached to any expense claim. Mileage to and from home to the workplace is not payable.

Travel Booking

Business Rail Travel

Prior to travelling on a business trip by train you must obtain approval from your manager. For short journeys, staff will be expected to travel standard fare. However, at your own expense it is possible to upgrade to First Class

Business Air Travel

All business flights must be authorised by the Line Manager before the journey takes place. This is based on economy fares any upgrade to First Class is at employees expense.

Subsistence

Staff who are scheduled to be out of the office for a full working day are entitled to be reimbursed the costs of a midday meal up to the value of the current company rate at that time, upon production of VAT receipts.

Hotels

Prior to arrangements being finalised, your manager should approve all overnight stays away from home. Normally, overnight accommodation should be at a reasonable 3 star hotel (dependent upon availability in the local area). Reasonable costs of bed, breakfast and evening meal 2/3 star Hotel for no more than £50.00 per night Bed and breakfast) will be reimbursed on presentation of receipted invoices.

Entertainment

Halian will reimburse reasonable staff entertainment expenses (e.g. meals, gifts, tickets) if the expenses meet the Inland Revenue guide that they are wholly and exclusively for conducting business and they are adequately documented. All entertainment expenses over £10.00 per head must be approved prior by Line Manager.

Entertainment consists of Drinks and Meals for clients, associates, consultants and contractors, each meal should not cost in excess of £20.00 per head.

Telephone Expenses

Business telephone calls made from your home and mobile phone will only be reimbursed if supported by a telephone invoice from the relevant supplier showing itemised calls, destination and cost.

BUSINESS GIFTS

As a general policy the Company does not believe that giving and receiving gifts is appropriate to the efficient conduct of its business. There are, however, limited exceptions to this policy.

Receipt of Gifts

Any employee who is given a gift of any sort by a business contact (e.g., a customer or supplier, whether actual or potential) must disclose the fact of the gift and its nature to his or her line manager.

If the Company decides that the gift might constitute a bribe or other inducement, it will require the employee to give the gift to his or her line manager, who will return it to the donor with a suitable covering letter.

In other instances the Company will require the employee to return the gift to the donor with a polite note explaining the Company policy.

In exceptional cases, for example, where the Company decides that the gift was made as a token of the donor's gratitude for a service carried out to very high standards, the Company will allow the employee to retain the gift.

Promotional gifts that are not of significant value, e.g., stationery, are exempt from this policy and need not be disclosed. However, employees are reminded that since such gifts are sent only to a limited number of employees they should normally be shared with other employees.

Failure to disclose gifts will constitute a disciplinary offence which will be handled in accordance with the Company's formal Disciplinary Procedure. If the gift in question is of significant value and, for example, the recipient is in a position to influence business dealings with the donor, the offence may be treated as gross misconduct.

Giving Gifts

While it is not Company policy to offer gifts to suppliers, customers etc., the Company recognises that, on occasions, this may be appropriate, for example, when an employee carries out work on a voluntary basis or for a nominal fee or if a service has been carried out to an exceptional standard.

In such a case, employees should put a request in writing to their line manager stating:

- who the gift is for;
- why it should be given;
- the nature of the gift; and
- its approximate value.

Employees who send gifts which have not been approved in accordance with this procedure will not be reimbursed for the cost of the gift. In addition, such action may be treated as a disciplinary offence which will be dealt with under the Company's Disciplinary Procedure.

ENVIRONMENTAL POLICY

Forward-thinking organisations are already recognising the environmental, strategic and short-term financial advantages of a 'green' approach to their business operations. This trend is supported by increasing levels of government regulation aimed at reducing the environmental impact of business.

Halian understands the impact of business on the environment, by implementing consistent high standards in all our operations. Halian accept our environmental responsibility and are committed to operating the business in a responsible manner. While our own business has little impact on the environment, this policy is accepted and implemented from the CEO to each and every new employee.

Our aims are as follows:

- To meet and whenever possible, exceed all relevant environmental and health and safety legislation and regulations.
- To provide and maintain safe and healthy working conditions.
- To minimise waste, recycling whenever possible and properly disposing of waste that cannot be recycled.
- To reduce paper usage
- To use energy wisely.
- To encourage good environmental practices.
- To communicate this policy to all employees and make it available to the public.
- To review our environmental objectives periodically and if necessary, amend the contents of this policy on a regular basis.
- Working with mutually environmentally responsible clients

COMPUTERS, E-MAIL AND THE INTERNET POLICY

To maximise the benefits of our computer resources and minimise potential liability, employees are only permitted to use the Company's computer systems in accordance with the Company's Data Protection and Monitoring Policies and the following guidelines.

General Rules

The Company's computer systems, software and their contents belong to the Company, and they are intended for business purposes. Employees are permitted to use the systems to assist in performing their jobs.

The Company has the right to monitor and access all aspects of its systems, including data which is stored on the Company's computer systems in compliance with the Data Protection Act 1998.

Employees must receive prior approval from management before using any part of the computer systems for personal use.

Security

The Company requires employees to log on to the Company's computer systems using their own password (where provided) which must be kept secret. Employees should select a password that is not easily broken (e.g., not their surnames).

Employees are not permitted to use another employee's password to log on to the computer system, whether or not they have that employee's permission. If an employee logs on to the computer using another employee's password, he or she will be liable to disciplinary action up to and including summary dismissal for gross misconduct.

Any employee who discloses his or her password to another employee will be liable to disciplinary action.

To safeguard the Company's computer systems from viruses, employees are not permitted to load or run unauthorised games or software, or to open documents or communications from unknown origins. Where the computer has Internet or electronic mail (e-mail) facilities installed, employees are not permitted to download or open files from the Internet. Before opening incoming e-mail attachments employees must forward them to the designated IT specialist for virus checking.

The Company reserves the right to require employees to hand over all Company data held in computer useable format.

Use of E-mail

The Company's computer systems contain an e-mail facility which is intended to promote effective communication within the Company on matters relating to its business. Employees should only use the e-mail system for that purpose. The Company encourages employees to make direct contact with individuals rather than communicating via e-mail.

E-mails should be written in accordance with the standards of any other form of written communication, and the content and language used in the message must be consistent with best Company practice. Messages should be concise and directed to relevant individuals on a need to know basis.

E-mails can be the subject of legal action (for example, claims of defamation, breach of confidentiality or breach of contract) against both the employee who sent them or the Company. Employees are also reminded that e-mail messages may be disclosed to any person mentioned in them. Employees must therefore always be careful if they write about people in e-mails.

Monitoring

Monitoring will not take place unless it is carried out in accordance with the Company's Monitoring Policy. Please refer to the Company's Monitoring Policy for further details.

Inappropriate Use

Misuse of the Company's computer systems may result in disciplinary action up to and including summary dismissal. Examples of misuse include, but are not limited to, the following:

- sending, receiving, downloading, displaying or disseminating material that insults, causes offence or harasses others;
- accessing pornographic, racist or other inappropriate or unlawful materials;
- engaging in on line chat rooms or gambling;
- forwarding electronic chain letters or similar material;
- downloading or disseminating copyright materials;
- transmitting confidential information about the Company or its clients;
- downloading or playing computer games; and
- copying or downloading software.

Employees are forbidden from using the computer systems for personal use.

DATA PROTECTION POLICY

Introduction

The Data Protection Act 1998 protects employees against the misuse of personal data and may cover both manual and electronic records.

All records held on computer fall within the Data Protection Act. Certain manual files may also fall within the Act, depending on the ease of access to data within the file. However, for consistency and good practice, the Company will adopt the same approach for data held.

The Act requires that any personal data held should be:

- processed fairly and lawfully;
- obtained and processed only for specified and lawful purposes;
- adequate, relevant and not excessive;
- accurate and kept up to date;
- held securely and for no longer than is necessary; and
- not transferred to a country outside the European Economic Area unless there is an adequate level of data protection in that country.

The Act also gives employees certain rights. For employment purposes, the most important right is the right to access the personal data held about the employee.

Purposes for which Personal Data may be Held

Personal data relating to employees may be collected primarily for the purposes of:

- recruitment, promotion, training, redeployment and/or career development;
- administration and payment of wages;
- calculation of certain benefits including pensions;
- disciplinary or performance management purposes;
- performance review;

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- recording of communication with employees and their representatives;
 - compliance with legislation;
 - provision of references to financial institutions, to facilitate entry onto educational courses and/or to assist future potential employers; and
 - staffing levels and career planning.

The Company considers that the following personal data falls within the categories set out above:

- personal details including name, address, age, status and qualifications. Where specific monitoring systems are in place, ethnic origin and nationality will also be deemed as relevant;
- references and CVs;
- emergency contact details;
- notes on discussions between management and the employee;
- appraisals and documents relating to grievance, discipline, promotion, demotion or termination of employment;
- training records;
- salary, benefits and bank/building society details; and
- absence and sickness information.

Employees or potential employees will be advised by the Company of the personal data which has been obtained or retained, its source, and the purposes for which the personal data may be used or to whom it will be disclosed.

The Company will review the nature of the information being collected and held on an annual basis to ensure there is a sound business reason for requiring the information to be retained.

Sensitive Personal Data

Sensitive personal data includes information relating to the following matters:

- the employee's racial or ethnic origin;
- his or her political opinions;
- his or her religious or similar beliefs;
- his or her trade union membership;
- his or her physical or mental health or condition;
- his or her sex life; or
- the commission or alleged commission of any offence by the employee.

To hold sensitive personal data, the Company must additionally satisfy a sensitive data condition. The most appropriate condition for employment purposes is that the processing is necessary to enable the Company to meet its legal obligations (for example, to ensure health and safety or to avoid unlawful discrimination).

Responsibility for the Processing of Personal Data

The Company will appoint a Data Controller as the named individual responsible for ensuring all personal data is controlled in compliance with the Data Protection Act 1998.

Employees who have access to personal data must comply with this Policy and adhere to the procedures laid down by the Data Controller. Failure to comply with the Policy and procedures may result in disciplinary action up to and including summary dismissal.

Use of Personal Data

To ensure compliance with the Data Protection Act 1998 and in the interests of privacy, employee confidence and good employee relations, the disclosure and use of information held by the Company is governed by the following conditions:

- personal data must only be used for one or more of the purposes specified in this Policy;
- Company documents may only be used in accordance with the

- statement within each document stating its intended use;
- provided that the identification of individual employees is not disclosed, aggregate or statistical information may be used to respond to any legitimate internal or external requests for data (e.g., surveys, staffing level figures); and
- personal data must not be disclosed, either within or outside the Company, to any unauthorised recipient.

Personal Data Held for Equal Opportunities Monitoring Purposes

Where personal data obtained about candidates is to be held for the purpose of equal opportunities monitoring, all such data must be made anonymous.

Disclosure of Personal Data

Personal data may only be disclosed outside the Company with the employee's written consent, where disclosure is required by law or where there is immediate danger to the employee's health.

Accuracy of Personal Data

The Company will review personal data regularly to ensure that it is accurate, relevant and up to date.

In order to ensure the Company's files are accurate and up to date, and so that the Company is able to contact the employee or, in the case of an emergency, another designated person, employees must notify the Company as soon as possible of any change in their personal details (e.g., change of name, address; telephone number; loss of driving licence where relevant; next of kin details, etc).

Standard printouts of personal records will be issued to all employees on an annual basis for the purposes of ensuring the data is up to date and accurate. Employees will be entitled to amend any incorrect details and these corrections will be made to all files held on the Company's information systems. In some cases, documentary evidence, e.g., qualification certificates, will be requested before any changes are made.

Once completed, these records will be stored in the employee's personnel file.

Access to Personal Data ("Subject Access Requests")

Employees have the right to access personal data held about them. The Company will arrange for the employee to see or hear all personal data held about them within 40 days of receipt of a written request and subject to a £10.00 administration fee.

MONITORING POLICY

Employee monitoring covers monitoring of employees' use of telephones, fax, e-mails, Internet use, recording of images of employees by video and vehicle location monitoring. Monitoring may include the following:

- monitoring lateness by video cameras;
- checking e-mails to ensure the system is not abused;
- checking websites visited by employees using Company systems;
- recording telephone calls

Monitoring Without Employees' Knowledge

The Company will not monitor employees without their knowledge, unless the Company has reason to believe that employees are engaged in criminal activity.

In such instances, any monitoring will take place under the guidance of the Police and will be carried out in accordance with the Data Protection Act 1998.

Monitoring With Employees' Knowledge

The Company reserves the right to introduce monitoring from time to time. Before doing so, the Company will:

- identify the purpose for which the monitoring is to be introduced;
- ensure that the type and extent of monitoring is limited to what is necessary to achieve that purpose;
- where possible, consult with affected employees in advance of introducing the monitoring; and
- weigh up the benefits the monitoring is expected to achieve against the impact it may have on employees.

The Company will ensure employees are aware of when, why and how monitoring is to take place and the standards they are expected to achieve.

If disciplinary action results from information gathered through monitoring, the employee will be given the opportunity to see or hear the information in advance of the disciplinary meeting and make representations about it. The Company will ensure data collected through monitoring is kept secure,

and access is limited to authorised individuals.

Telephones

If the Company monitors telephones it will make employees aware of this. The Company will make available upon request a telephone in a private area, not subject to monitoring, for employees to make urgent personal calls.

DRESS AND APPEARANCE POLICY

The personal appearance of employees makes an important contribution to the Company's professional reputation and image. For this reason, it is important that employees look both smart and professional at all times. All employees should be aware of the following dress code and guidelines.

Should an employee turn up for work dressed inappropriately, the Company reserves the right to send them home without pay.

General Guidelines

If a uniform or specified clothing is not provided, employees are required to dress in a manner appropriate to the function in which they are engaged.

All customer-facing employees are required to attend work each day either in the supplied uniform or in normal smart business dress suitable for a working environment which involves regular contact with customers and to maintain high standards of personal hygiene.

Customer-facing employees must ensure their clothing is clean, ironed, in good condition and free from rips and tears. Footwear should normally be dark, clean and in good condition.

Customer-facing employees are not permitted to wear jeans, T shirts, shorts, cropped garments, trainers, sandals or open toed shoes or similar inappropriate wear during working hours.

Customer-facing employees should have a smart, professional haircut and should ensure their hair is tidy.

Employees are permitted to wear discreet earrings, finger rings or other jewellery but facial studs, nose or eyebrow rings and hanging body jewellery are not permitted. Visible tattoos are not permitted.

Facial make up and fingernail varnish should be light and discreet.

Employees are permitted to wear perfume or aftershave but should ensure it is discreet and not overpowering.

Employees must ensure that their hands and nails are clean and tidy when at work.

NO SMOKING POLICY

Purpose

This policy has been developed to protect all employees, service users, customers and visitors from exposure to second hand smoke and to assist compliance with legislation that prohibits smoking in enclosed public spaces.

Exposure to second hand smoke, also known as passive smoking, increases the risk of lung cancer, heart disease and other illnesses. Ventilation or separating smokers and non-smokers within the same airspace does not completely stop potentially dangerous exposure.

Implementation

It is the Company's policy that our workplace is smoke-free and all employees have a right to work in a smoke-free environment. Management are responsible for the implementation and monitoring of this policy and all employees are obliged to adhere to and facilitate the implementation of this policy.

Smoking is prohibited throughout the entire workplace. This policy applies to all employees, workers and visitors. No Smoking signs have been put in place and are displayed throughout the premises. Employees must not under any circumstances tamper with or attempt to remove or conceal the signage.

In certain circumstances employees may be permitted to smoke outside the workplace with the express permission of management. Where this is permitted, management will advise employees of the designated areas.

Exemptions

Employees will be notified by Management of any areas within the premises which are exempt from this policy.

Non – Compliance

A breach of the No Smoking Policy will be a serious disciplinary matter, which, depending on the circumstances of the case, may be regarded as gross misconduct.

Should an employee discover a visitor smoking within the premises, they should politely remind the visitor of the No Smoking Policy.

Should an employee discover another employee smoking on the premises or within a Company vehicle, he or she should remind the employee of the No Smoking Policy, and should report the breach of policy to Management.

Help to Stop Smoking

There are various sources of support available for employees who wish to stop smoking. Employees may contact the Smokeline on 0800 848484. The local NHS Board's Public Health Department and many GP surgeries will also provide assistance.

Smoking Breaks

Employees will be permitted one smoking break in the morning and one smoking break in the afternoon.

TRAINING POLICY

The Company's employees play a crucial role in ensuring business success. Wherever possible, all necessary steps will be taken to ensure that employees are provided with the training they require to perform their duties effectively at all stages of employment.

The kinds of training that the Company provides fall into four broad categories: induction, on the job, in house and external.

Induction

Whenever a new employee joins the Company, it is his or her line manager's duty to ensure that he or she is given a proper introduction to the workplace, colleagues, catering facilities, duties, health and safety and other procedures.

Within the first few days of employment the line manager will assess the new employee's training requirements and arrange for that training to be provided. Very often, the employee's needs will be adequately met by a combination of on the job and related in house training. From time to time, however, it may be necessary to arrange external training.

The main purpose of the induction process is to enable a new employee to become productive as quickly and effectively as possible. Each induction process will be tailored to the individual employee.

On the Job Training

Very often, new skills can be gained as part of on the job training by recently trained and/or more experienced colleagues. Employees will undergo this kind of training from time to time throughout their employment with the Company.

In House Training

From time to time, the Company will bring outside trainers into the workplace and organise internal training courses. This form of training will often be triggered by the introduction of new equipment and working methods, and will be arranged when on the job training cannot be supplied.

External Training

External training may be provided in a variety of forms ranging from short courses of a few hours duration, through to lengthy courses leading to the award of qualifications.

Where necessary, the Company will arrange for employees to undertake external training where this cannot be provided in house.

Cost Reimbursement

Employees who undertake external training courses with significant cost implications will be required, before commencing the course, to sign an undertaking to repay a proportion of the costs of the course if they leave the Company's employment within 12 months of the end of the course.

This requirement to repay the Company will be reduced by 1/12th of the course costs for each complete month that the employee remains employed by the Company after the end of the course.

REDUNDANCY, SHORT TIME WORKING AND LAY OFF POLICY

It is the Company's intention to develop and expand its business and to provide security of employment for its employees. However, circumstances may arise when changes in the market, technology, organisational requirements, and similar developments, will lead to the need for reductions in employees.

Where a redundancy situation arises, the Company will give consideration to alternative options, which may include:

- imposing a restriction on recruitment;
- restricting the use of temporary and casual employees;
- reducing the amount of overtime working;
- implementing a period of temporary lay off or short time working where this is appropriate; or
- considering applications for voluntary redundancy.

Where, after consideration of these and any other alternatives, management considers that the need for redundancies still remains, consultation will normally take place.

Selection for redundancy will be based on criteria drawn up at the time and may include, but may not necessarily be limited to, some or all of the following:

- suitability for remaining work;
- experience/qualifications;
- conduct; and
- attendance.

These criteria may be weighted differently depending on the circumstances, but will be assessed in an objective manner.

The above criteria are subject to the Company's requirement to retain specific knowledge, skills and a balanced workforce at all times.

The Company reserves the right to introduce short time working or a period of temporary lay off without pay (with the exception of any statutory entitlements) where this is necessary to avoid redundancies or where there is a shortage of work.

RETIREMENT POLICY

Normal Retirement Age

The Company operates a normal retirement age of 65 years. When an employee reaches this age the Company will propose that he or she retires at the end of the pay period in which the employee's birthday falls. This date will be known as the "Proposed Retirement Date".

Notification of Proposed Retirement Date to the Employee

No earlier than 12 months and no later than six months prior to the Proposed Retirement Date, the Company will write to the employee stating:

- the date on which the Company proposes that the employee retires; and
- that the employee is entitled to request not to retire.

Employee's Right to Request not to Retire

The employee will have the right to request not to retire. The employee must make any such request to the Company in writing no earlier than six months and no later than three months before the Proposed Retirement Date given by the Company.

In making the written request the employee must state whether he or she wishes employment to continue:

- indefinitely;
- for a stated period; or
- until a stated date.

The employee must also state that his or her request is made in accordance with paragraph 5 of Schedule 6 to the Employment Equality (Age) Regulations 2006.

The Company will normally supply the employee with an appropriate reply form when issuing the Notice of Proposed Retirement.

Upon receipt of an employee's request not to retire, the Company will arrange a meeting with the employee within a reasonable time to discuss the matter. The employee may be accompanied by a work colleague at this meeting.

Right of Appeal

If arrangements acceptable to the employee cannot be agreed at the meeting, the employee may appeal in writing to the Company, stating the reasons for his or her appeal.

Upon receipt of an employee's written appeal, the Company will arrange a meeting with the employee within a reasonable time to discuss the matter. The employee may be accompanied by a work colleague at this meeting.

The Company will notify the employee in writing of the outcome of the appeal meeting. This decision will be final.

Employee Agreement – Halian Handbook

Please ensure that you have read the Halian Handbook that has been placed within your Welcome Folder, prior to signing below.

I have read, understood and agree to the Halian Handbook and all of its contents. This issue of the Handbook supersedes earlier versions.

Signed:

.....

Print Name:

.....

Date: