



COLLEAGUE HANDBOOK



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COMPANY OVERVIEW

Principles of Business

In common with many businesses today, Westgrove is concerned that its partners, potential partners and colleagues are given ample information in order to assess and understand the views and principles of the company.

In order to assist with this, all documentation, correspondence and information supplied is as concise and clear as possible. The views expressed are those of the Director's and are put forward with the honest belief that they will assist the recipient. That, in itself, is not to say that all such output is infallible but instead that it is produced with integrity and unquestionable good intention.

Therefore, to further assist the recipient we have outlined the principles by which Westgrove has conducted its business since the Company began trading in 1998;



Our partners ARE our business

We do not advertise, nor do we canvass openly and without strict parameters, for business in the market place. Instead, the potential partners we approach are of a stature and esteem far in excess of the average company and we are excited at the prospect of working for them.

Our desire and aim is for each of our clients to be a flagship in our portfolio. Our clients are not just an account number but an intrinsic element in the growth and success of our operation and we are genuinely happy to be providing services to them.

Our growth is controlled and sustainable

We believe it is important to our clients that we are able to deliver the service they require, coupled with the commitment of the Directors. We will not extend the resources of the Company to the point where it becomes detrimental to the quality of our service.

We are open about our operation

We believe it is of the utmost importance that the relationship between service provider and client is based on trust and understanding of the standard of work required. It is vital to the success of any operation that there is an agreed level of expectancy and that communication lines are always open in order to meet changes in circumstances, requirements or events.

We will make the occasional mistake but our main business principle is honesty and as such, these occurrences will be admitted and resolved and not avoided.

We are proactive, imaginative and bring a fresh approach to the industry

Every client within our portfolio is a Business Partner. This is not sales patter but fact. As a Business Partner we take on the responsibility for the cleaning and security operation with enthusiasm and we believe it is within our remit to look for improvements at each and every opportunity. This involves imagination and a clear vision of what we, as partners will hope to achieve.

We enjoy our work

As is so often the case when new businesses start up, it was through friendship that we came together to form Westgrove. Of all the fundamental factors involved in the motivation to go into business, the primary one was that it should be enjoyable.



Not only did we decide that we should enjoy working together but that time spent with our partners, suppliers and colleagues should also have the same feeling. We feel that this is the most important aspect of our business and it would be true to say that without it, Westgrove would not be the success it is.

About this handbook

Colleagues' contractual terms and conditions of employment are as identified in their employment contracts. This Handbook will not form part of any contractual Terms and Conditions.



YOUR EMPLOYMENT

Induction to your role

The company will provide all colleagues, whether employed on a full-time or part-time basis, with a full programme of induction training. The purpose of induction is to integrate a new colleague into the Company in order that he/she is encouraged to become an effective and motivated member of the team. Effective induction is a major contributory factor in retaining newly appointed staff.



All colleagues will be provided with a range of information and training about the company and his/her new job, including:

- core business objectives and values;
- departmental structure;
- the workplace;
- the purpose and key responsibilities of his/her new role;
- fire and health and safety procedures;
- the individuals with whom he/she will be working;
- expected standards of behaviour and performance;
- probationary arrangements;
- completion of all necessary documentation relating to his/her appointment; and
- all policies, procedures and rules, including those concerning equal opportunities

Probationary Period

A probationary period helps in assessing a new colleague's capabilities, reliability and suitability for permanent employment. It also allows colleague's a set period when they can expect more intensive guidance and support, and essential training that is often not required by more experienced staff.

The probationary period is a key element in the induction of new colleagues; it provides the time and opportunity for both you and your line manager to make soundly based decisions on your future in Westgrove.

All offers of employment whether to new starters, re-engagements or internal promotions are subject to a probationary period. These periods may differ and you should refer to your personal terms and conditions to obtain the details of your individual probationary period. If no specific period is quoted you should take it that your probationary period is 6 months from the date of appointment.

Screening and Vetting Process

Westgrove will carry out screening and vetting of all colleagues working in a secure environment where the security and/or safety of people, goods and services, data or property is a requirement of the company's operations and/or where such screening is in the public interest. Therefore, the following colleagues will be screened and vetted in accordance with BS7858:



All colleagues who hold an SIA licence and any colleague who is applying for an SIA licence.

All colleagues who have access to sensitive data, i.e. access to personnel files. It is a condition of employment that those colleagues, who are required to be screened as above, must complete full screening within 12 weeks of commencement of employment. The screening process includes a 5 year work history. It is the responsibility of the colleague being screened to verify any gaps in their work history.

It is for your own interest to assist this process in anyway possible. If we cannot complete the screening process or it proves unsatisfactory you will be notified and your employment terminated or your application withdrawn.

Security Officer Licensing

As a licence is required to become or continue as a Security Officer within the United Kingdom, Westgrove will meet the initial cost of such a licence and training should the colleague wish it.



The Company will reclaim the cost (without interest) in instalments from the colleague's wage payments or the outstanding amount on termination of the said colleagues employment with Westgrove, no matter what the circumstances of that termination should this be sooner.

For the Company to undertake this payment the colleague must agree to the payback terms and allow the Company to take back the payment from the colleagues wages or any outstanding monies due on termination of employment. Should insufficient funds be available from any final settlement, the colleague further agrees to repay the sum immediately on termination of employment with Westgrove from their own pocket or other private source.

Alternatively where colleagues needing the licence wish to meet the initial cost themselves this can and will be acceptable to Westgrove.

In all cases proof of licence ownership must be available at all times and the details recorded of such a licence, especially the date of renewal. Line Managers will be expected to pass on all licence details to the relevant person in the Human Resources department. Photocopies of the individuals licence will be kept on their personnel file.

Failure to gain or renew a licence for whatever reason will prevent that person continuing to operate as a Security Officer within the United Kingdom and may seriously jeopardise their continued employment in that role. Dismissal may well be an outcome.



CCTV Operators Licence

Should your role require you to have a CCTV Operators Licence, Westgrove will provide you with the necessary training and assist with your licence application. Whether this training and licence is paid for by Westgrove or by our client, and due to the significant costs of training, you will be required to sign up to an agreement outlining the repayment plan and terms associated with early termination of employment. This agreement will be based on a 12 month period; should you leave employment within 12 months of completing this training you will be required to repay costs, which depreciate on a month by month basis over that period.

Pension Provision

The company provides all colleagues with access to a stakeholder pension scheme. Please contact payroll if you require further information.

TUPE



Schedules

SCHEDULE 1 – INTRODUCTION



1 Introduction

- 1.1 Westgrove are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partner status, pregnancy or maternity, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.
- 1.2 Colleagues should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. Managers must ensure all staff understand the standards of behaviour expected of them and to take action when behaviour falls below those requirements.

2 Using the colleague handbook

- 2.1 This Colleague Handbook sets out the main policies and procedures that colleagues will need to be aware of while working for Westgrove. Colleagues should familiarise themselves with it and comply with it at all times. Any questions with regard to its contents or what colleagues have to do to comply with it should be referred to the colleagues Line Manager.
- 2.2 The policies and procedures set out in this handbook apply to all colleagues unless otherwise indicated. They do not form part of the colleague's contract of employment with Westgrove, which are provided separately.
- 2.3 The term 'colleague' throughout this handbook refers to any person directly employed on a permanent basis either full time or part time by Westgrove in any capacity.

3 Personal details, home address and next of kin

- 3.1 Human Resources is responsible for maintaining up-to-date details of the home address, next of kin and emergency contact telephone numbers of each colleague.
- 3.2 Westgrove will request this information when a colleague starts work and it is the colleague's responsibility to advise of any changes straight away. Information is held in confidence and used in accordance with the General Data Protection Regulation Policy.

4 Searches

- 4.1 Westgrove reserve the right to search colleagues and any of their property held on the Company's premises, or any site in which Westgrove operates, at any time if there are reasonable grounds to believe that the colleague is guilty of theft or in possession of illegal drugs or prohibited property or substances or in breach of our rules and regulations.
- 4.2 Personal searches will be carried out by security and/or management as appropriate. Searches will be conducted with the colleague's consent and in the presence of at least one agreed witness.
- 4.3 Westgrove reserve the right to invite the police to obtain a warrant to search the Company's premises or any site in which Westgrove operates, and/or people suspected of possession of stolen or other illegal goods or substances or whom are suspected of committing or having committed any other criminal act.

SCHEDULE 2 – OFFER OF EMPLOYMENT



1 Offer of employment

- 1.1 The status of employment will be outlined in the Contract of Employment, and/or offer letter.
- 1.2 General employment is conditional upon receipt of supporting references, verification of identity, qualifications, driving licence (where applicable), proof of ability to work lawfully in this country and acceptance of the Terms and Conditions of Employment. It is a requirement of the company that accurate details of personal history, health, etc. have been submitted in writing prior to commencing work with the Company.
- 1.3 Failure to comply with the foregoing conditions, or disclosure of wrongful or misleading information, will be regarded as gross misconducts and as such may involve summary dismissal or legal proceedings.
- 1.4 The job title is set out in the offer letter or later written terms. Details of job duties and responsibilities will be as specified from time to time. However, colleagues may be required to perform other or additional responsibilities on a temporary/permanent basis.
- 1.5 Unless stated otherwise in the Contract of Employment, and/or the offer letter colleagues are engaged, initially, on a six-month probationary period. The probationary period may be extended at the discretion of the Line Manager and HR Department.

- 1.6 The normal place of work will be stated within the Contract of Employment. Employees may also be required to travel in the UK, from time to time as necessary, as part of the operational needs of the business. This travel may include nights away from home.

SCHEDULE 3 – NOTICE PERIODS

1 Notice periods



- 1.1 After satisfactory completion of the probationary period all colleagues will be required to give and will be entitled to a notice period to terminate employment.
- 1.2 Westgrove reserves the right to put colleagues on garden leave for the duration of their notice period. During this time employees will not be permitted to work for a competitor and may be required by Westgrove not to attend Westgrove's premises, or sites in which Westgrove operates or perform any work on its behalf. During this period colleagues will remain an employee of Westgrove and is subject to their usual duties of confidentiality, good faith and exclusive service.
- 1.3 If a colleague resigns from employment, they must provide written notice addressed to their Line Manager. Colleagues will receive any outstanding pay/holiday pay and their P45 will be sent to them thereafter to the most recent address provided to us.
- 1.4 Should a business requirement arise where Westgrove needs to carry out redundancies, all statutory obligations and procedures will be followed.
- 1.5 Westgrove will provide colleagues with the required contractual or statutory notice entitlement, if notice has to be given. If the dismissal summary is due to reasons for gross misconduct (refer to Disciplinary Policy) Westgrove may terminate employment without notice.
- 1.6 If a colleague leaves mid-way through a month, their final salary payment will be reduced proportionally to the time actually worked in that month. Before leaving Westgrove, colleagues must settle all outstanding accounts and return all items of Westgrove property. Westgrove will be entitled to deduct, from the final salary, any monies owing. Any such deduction has been authorised by signing a copy of the Contract of Employment.





SCHEDULE 4 – HOURS OF WORK

1 Hours of work



- 1.1 Contracted hours of work are outlined in the Contract of Employment and/or the offer letter. These hours may be reviewed from time to time to meet the needs of the business.
- 1.2 Colleagues are required to work such additional hours as are reasonably necessary to complete their duties. The Contract of Employment will indicate if colleagues are entitled to any overtime and/or time in lieu as a result of this.
- 1.3 All colleagues are expected to be as flexible as possible in order to mirror and meet requirements of our Partners and demonstrate the ability to adapt to any unexpected changes.
- 1.4 Colleagues may also be required to carry out duties in other departments from time to time, should the business dictate it. Colleagues will be required to co-operate in the development of new working practices and arrangements, as necessary.
- 1.5 Colleagues will participate in any training deemed necessary in order to improve individual skills, knowledge and the efficiency of Westgrove.
- 1.6 Westgrove will endeavour to give as much notice as possible of any shift changes, hours of work or duties, however, this is sometimes difficult and occasionally colleagues will be notified of changes in shifts and hours of work at short notice.
- 1.7 If applicable to a colleague's place of work, the colleague will be issued with a personal pin number, which must be used to electronically sign in and out of work each day.
- 1.8 Failure to electronically sign in and out could lead to discrepancies in wages. Colleagues must also sign in and out if leaving site during a shift for any reason. Any time off from normal working hours must be authorised prior to leaving site.

SCHEDULE 5 – WORKING TIME REGULATIONS



1 Working time regulations

- 1.1 The Working Time Regulations 1998 (amended in 2002) state that before Westgrove can allow colleagues to regularly work more than 48 hours per week, a written agreement must be obtained, also known as 'opting out' of the maximum working week.
- 1.2 If colleagues wish to change their Working Time Regulation preference, they must give 12 weeks' notice in writing to their Line Manager and the new agreement will commence after the notice period.

Please refer to Policy 1 Flexible Working.

SCHEDULE 6 – PENSIONS



1 Pensions

- 1.1 Subject to contrary provisions in the Contract of Employment and/or the TUPE Employee Liability Information, Westgrove offers a government pension scheme which colleagues are automatically enrolled into when they join Westgrove.
- 1.2 Any pension scheme applicable to employment is subject to periodic review and change in accordance with new updates in legislation and changes in Westgrove policy.

SCHEDULE 7 – RETIREMENT



1 Retirement

- 1.1 Westgrove does not have a fixed retirement age. Colleagues may choose what age to retire at.
- 1.2 Colleagues must provide Westgrove with as much notice as possible, but a minimum of 4 weeks' notice. This will help Westgrove in terms of succession planning etc, Westgrove may ask about the colleagues plans from time to time, however the colleague is asked to keep Westgrove informed of any changes to their stated intentions arising, for example, through changes in personal circumstances.

SCHEDULE 8 – DEATH IN SERVICE

1 Death in service

- 1.1 If applicable to the place of work and subject to contrary provisions in the employment, colleagues may be entitled to a Death in Service Benefit, details of which can be found in the Contract of Employment.



SCHEDULE 9 – EXPENSES

1 Expenses

- 1.1 All colleagues shall be entitled to reclaim all pre-authorised expenses reasonably incurred in the course of business. In all cases, the official expenses claim form must be completed with receipts attached and submitted for authorisation by an authorised signatory. Expense forms can be obtained from the Line Manager.



Please refer to Policy 2 Expenses.

SCHEDULE 10 – HOLIDAYS

1 Holidays

- 1.1 The holiday year runs from 1st January to 31st December. Details of annual entitlement and any scaling entitlement based around length of continuous service (if applicable) are set out in the Contract of Employment and/or the Offer/TUPE letter.
- 1.2 In all cases the holiday request procedure must be followed and authorisation must be granted by the colleagues Line Manager. Colleagues are required to give 28 calendar days' notice of required holidays, including absences on a weekend.
- 1.3 Holidays arranged by colleagues before joining Westgrove, if notified an agreed at time of an offer of employment, will be honoured but paid only on the basis of entitlement as above. All holidays may only be taken with prior agreement of the Line Manager.
- 1.4 Colleagues shall generally be entitled to be paid for published statutory holidays. However, if there is a requirement to work on that day, they will receive either a payment or an alternative day's holiday shall be taken in lieu at their Manager's discretion.



- 1.5 All outstanding holiday entitlement shall be taken by 31st December annually. Westgrove will not make payment in lieu of any holidays not taken in a holiday year, other than at the termination of employment.
- 1.6 No colleagues are authorised to take annual leave in December. Any requests for annual leave during this period will be managed by the site manager and/or the Business Manager and will be done in a way that is seen as fair and reasonable to all colleagues on that site. Any disputes over management decisions to refuse leave during this period should be managed through the Company's grievance procedure.
- 1.7 There may be times when holiday applications cannot be accepted and the company reserve the right to grant or refuse annual leave at the management's discretion. Should a colleague take annual leave without authorisation this will be seen as an unauthorised absence and managed accordingly under the company's disciplinary procedure. There may be times when the company would direct you to take unplanned leave to satisfy technical or economic reasons that are prevalent at that time, e.g. where business units require a Christmas shut down, colleagues may need to reserve annual leave to be used during the Christmas and New Year period.

Please refer to Policy 3 Holidays.

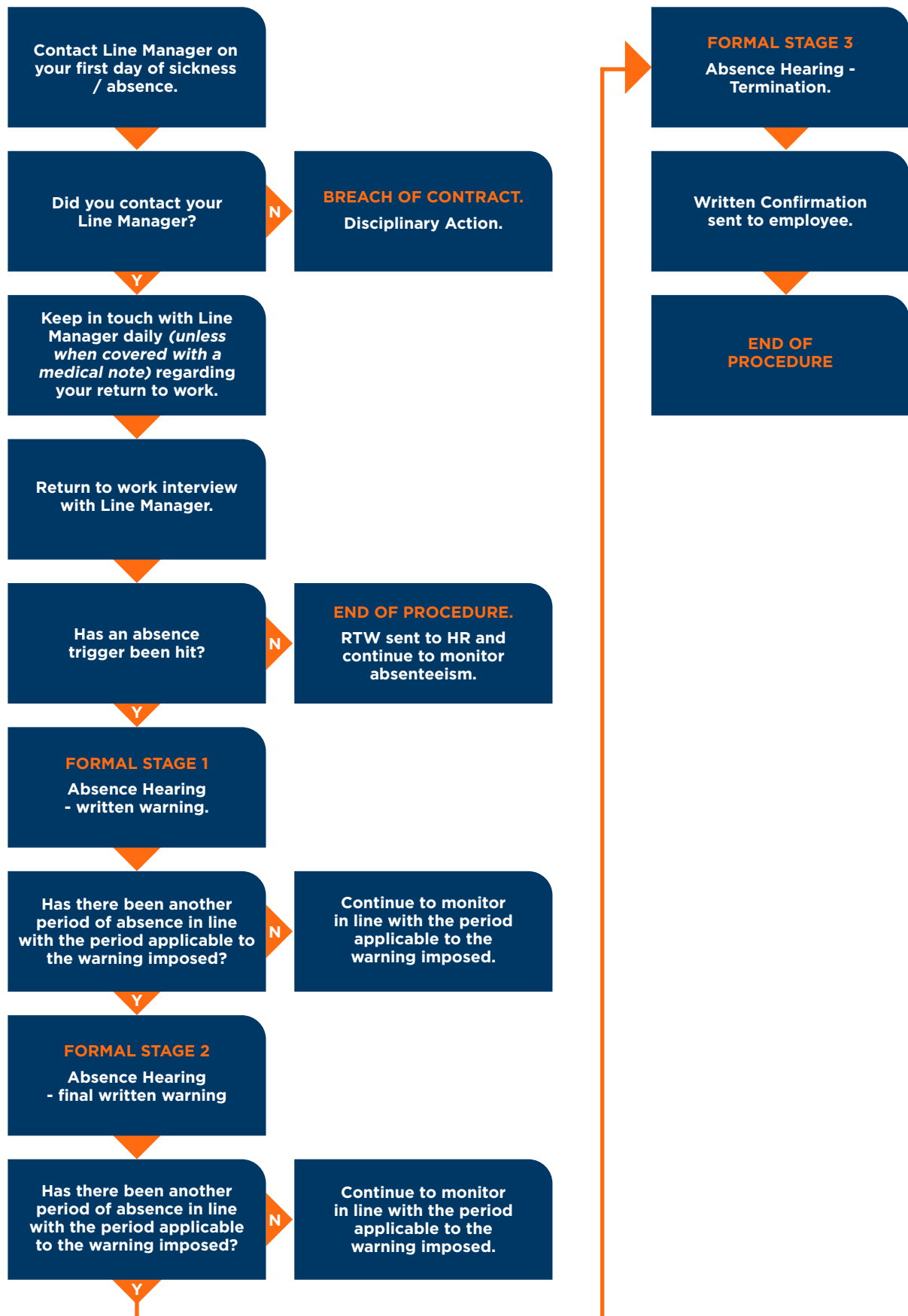
SCHEDULE 11 – ABSENCE MANAGEMENT PROCEDURE

1 Absence management

- 1.1 The Company takes a serious and firm stance on monitoring trends of absenteeism, due to the nature of the many jobs and staffing levels within the Company, high levels of absenteeism or repeated spells of sickness/absence cause considerable disruption.
- 1.2 In order to ensure consistency across the Company, whenever absence levels equal or exceed any of the non-attendance levels, the Absence Management policy and procedure will be referred to.
- 1.3 Full details of the procedure that will be followed (apart from any cases exempt by the disability discrimination provisions in the Equality Act 2010) absenteeism are displayed overleaf.

Please refer to Policy 4 Absence Management.





SCHEDULE 12 – PUNCTUALITY

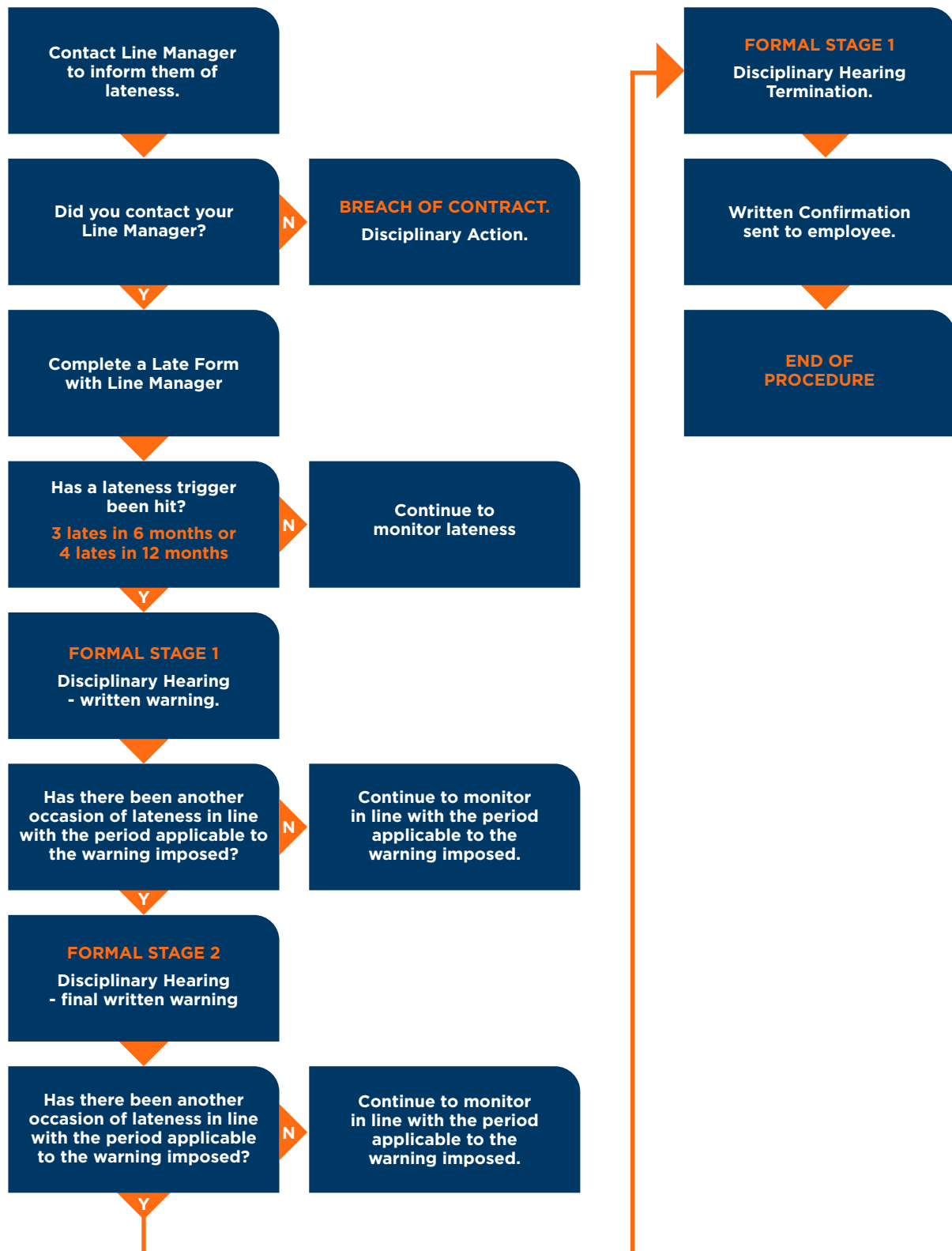


1 Punctuality

- 1.1 Colleagues will always be told what time they are required to report for work and are expected to make all reasonable efforts to arrive to work on time each day for their scheduled shift.
- 1.2 Because of Westgrove's commitment to our Partners, Westgrove will always take a serious view of lateness unless it is caused by circumstances beyond the colleague's control.
- 1.3 Colleagues must contact their Line Manager immediately if they are going to be late for their scheduled start time. Calling in late will not excuse the lateness and in the event that such behaviour is repeated, disciplinary action may be taken.
- 1.4 Punctuality is also regarded as one of the expected Company Codes of Conduct, failure to arrive on time for the scheduled shift will lead to a deduction in wages. Any deductions due to be made from colleagues' wages for lateness will be communicated during completion of a late form.
- 1.5 Please refer to the lateness procedure on the next page for clarification on the process that will be followed to deal with any persistent and/or unauthorised lateness.

Please refer to Policy 5 Punctuality.





SCHEDULE 13 – WHISTLEBLOWING

1 Whistle blowing / public interest disclosure

- 1.1 The Public Interest Disclosure Act 1998 protects workers from being dismissed or otherwise penalised by their employer for reporting malpractices or wrongdoing within the workplace. Westgrove recognises the negative effect which malpractice can have on the organisation, and therefore encourages employees to raise genuine concerns.



SCHEDULE 14 – IT AND COMMUNICATIONS SYSTEMS

1 IT and communications systems

- 1.1 Westgrove operates a strict IT and Communications policy for more information:

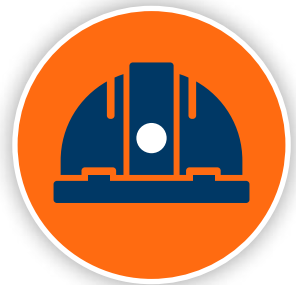
Please refer to Policy 7 IT and Communications Systems



SCHEDULE 15 – HEALTH AND SAFETY

1 Health and safety at work

- 1.1 Westgrove attach the upmost importance to the safety, health and welfare of all employees and will comply with the provisions of the Health and Safety at Work Act 1974 and all subsequent regulations.
- 1.2 Westgrove so far as is reasonably practicable, are legally responsible to adopt good safety practices. These will include:
- The safe use, storage, handling and transport of articles and substances.
 - The provision of adequate information, instruction, training and supervision for employees.
 - The provision of safe machinery and equipment regularly maintained, including the operation and maintenance of plant and systems of work.
 - The provision of a safe and healthy place of work and adequate facilities and arrangements for the welfare of employees at work.
 - The provision of a safe environment for visitors to the site.





- 1.3 However, a safe and healthy workplace can only be achieved with the full co-operation of every colleague.
- 1.4 Safety devices and protective clothing will be provided whenever necessary and Management will take reasonable steps to make sure that the equipment so provided is used at all times by the colleagues in question. Colleagues failing to comply with these rules may be subjected to disciplinary action.
- 1.5 Colleagues are duty bound to act responsibly and to do everything possible to prevent personal injury to themselves and to others. Colleagues must also safeguard visitors to the site and all those to whom Westgrove and The Partner owe a duty of care, namely people who may come into contact with their work.

To achieve this colleagues must:

- Be responsible for the safety of themselves and others affected by their acts and omissions.
- Familiarise themselves with Westgrove's Health and Safety Statement instructions which are published on Westgrove notice boards as they arise from time to time.
- Fully comply and co-operate with the letter and spirit of the Company's health and safety policy and regulations. In particular;
- Read and comply with all the relevant regulations and procedures regarding safe working. The relevant statutes are displayed at each location. Colleagues should familiarise themselves with the contents and any updates as and when they are issued.
- Carefully use all the safety devices and personal protective equipment and clothing, where this is provided, in accordance with the relevant operating instructions.

Please refer to Policy 8 Health and Safety.

SCHEDULE 16 – UNION MEMBERSHIP



1 Union membership

- 1.1 Colleagues have the right to belong to a Trade Union of their choice but they are only permitted to take part in its activities during working hours if the Union is formally recognised by Westgrove for consultation rights.
- 1.2 Unless a recognised Collective Agreement is applicable to the work place under TUPE Law, Westgrove does not recognise any trade union for collective bargaining.

SCHEDULE 17 – OTHER EMPLOYMENT



1 Other employment

- 1.1 Westgrove recognises that some colleagues may wish to partake in other employment for a variety of reasons. Colleagues are expected to devote their full time, attention and abilities to Westgrove and its partner's business during working hours.
- 1.2 Colleagues are not permitted to work for any of Westgrove's or its partners competitors and are not permitted to carry on alternative business for personal gain or otherwise, whether or not during normal working hours, without the Westgrove's prior written consent and are reminded that this is considered to be gross misconduct.

SCHEDULE 18 – DRESS CODE



1 Dress code

- 1.1 Colleagues are expected to dress and present themselves suitably. In some roles it may be a requirement to wear Personal Protective Equipment (PPE) or a standard uniform, in which Westgrove will provide if required as part of the role.
- 1.2 It is the colleagues' responsibility to keep clothes clean tidy and washed.
- 1.3 Generally, when working on any site within an operational/ productive focused role (nonoffice based) it is essential that the following items are worn at all times:
 - Safety footwear, with protective toe caps, where applicable.
 - High-visibility vest/jacket (dependent upon weather).
 - Company overalls or work trousers

- Company sweat shirts/ t shirts/ tunics (dependent upon weather)
- High – Visibility Waterproofs (if applicable when working outdoors).

Please refer to Policy 9 Dress Codes.

SCHEDULE 19 – MOBILE PHONES

1 Mobile phones

- 1.1 Westgrove operates a strict Mobile Phone policy, for more information:

Please refer to Policy 10 Mobile Phones.



SCHEDULE 20 – GENERAL HOUSE KEEPING

1 Housekeeping (responsibility of all employees)

- 1.1 All work areas must be kept clean and tidy at all times
- 1.2 All walkways must be kept free from obstruction such as boxes, rubbish, debris, electrical cables, etc.
- 1.3 Segregation of waste, in line with site regulations.
- 1.4 Report any infringements to Line Manager so they can be dealt with in a safe manner.



SCHEDULE 21 – DISCIPLINARY AND CAPABILITY POLICY AND PROCEDURE



1 About this procedure

- 1.1 All colleagues are covered by this policy, which sets out how we will deal with allegations of poor performance or misconduct. It does not form part of the Contract of Employment. Self-employed contractors are not covered.
- 1.2 We reserve the right to amend this policy at any time.

2 When we will take informal action

- 2.1 Sometimes we will choose to discuss a misconduct or performance issue with the colleague before taking formal action in the form of a counselling session. If this fails to resolve the problem, or we feel this approach is inappropriate in the circumstances, we will normally use this procedure.

3 How we investigate

- 3.1 When we investigate a misconduct or performance issue, we may hold one or more meetings. We will not take disciplinary or capability action without inviting the colleague in to a formal meeting, but – depending on the specific circumstances – that hearing may be the only meeting we invite the colleague to attend. In other words, there may not be separate meetings for the investigation and disciplinary stages.
- 3.2 Investigation meetings are considered an informal part of the process. During this time no outcome or pre-judgement has been made, it is an opportunity to gather all the facts to enable a fair decision on how to proceed.

4 Suspension

- 4.1 If a colleague faces a misconduct allegation, they may be suspended with pay whilst Westgrove investigates the matter.
- 4.2 Suspension during investigation is not disciplinary action nor a prejudgement of the issue but may be used in circumstances where Management believe it is in the interest of Westgrove, a Partner of Westgrove or a colleague.
- 4.3 The period of suspension shall generally be for a period of 5 working days, if practicable based upon the length of investigation required or such other period as Westgrove may reasonable decide. Westgrove reserve the right to impose a period of suspension for a longer period of time.

Westgrove reserve the right to impose a period of suspension for a longer period of time. The colleague will be provided with a letter of confirmation advising them that they are not to attend or visit the premises or make contact with other colleagues (except their designated representative) until the investigation and disciplinary process is completed.

5 Your right to be accompanied

- 5.1 The colleague is entitled to be accompanied by a colleague or trade union representative at every stage of the disciplinary procedure except at any investigation stage.
- 5.2 If a colleague wishes to exercise this right, they must inform us as soon as possible. It is the colleague's responsibility to arrange for their representative to attend. If the colleague chooses a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work causes operational problems.
- 5.3 If the colleague wishes, their colleague or union representative can explain the key points of the case in the meeting and has the right to speak but must not answer any questions on the colleague's behalf. The colleague is able to confer with their representative during the meeting. They must not however answer questions put directly to the employee or try to prevent Westgrove asking questions or outlining its arguments.

6 How we carry out the formal hearing

- 6.1 We will write to the colleague to inform them:
 - i When and where the disciplinary or capability hearing will take place
 - ii The details of the allegation of poor performance or misconduct made against them
 - iii The possible consequences



- 6.2 The colleague is entitled to bring a companion to the hearing – see above paragraph for details.
- 6.3 The colleague must let us know as soon as possible if they want to bring a witness and/or have documents or other evidence to present.
- 6.4 It is the colleague's responsibility to attend the hearing but, if they are unable to attend, we will normally reschedule it provided we are satisfied with the explanation for being unable to attend. We may however be obliged to make a decision in the employees' absence, and we will in any case only reschedule the meeting once unless there is good reason to justify a second rescheduling.
- 6.5 The colleague must not record the meeting without the consent of the disciplining manager as this suggests mistrust in Westgrove's process or the manager conducting the hearing. If a colleague has misgivings about either the process or the manager leading it, the colleague should tell us openly so that we can address the concerns. For our part, we in turn will not record the meeting without the colleague's knowledge.
- 6.6 During the hearing, the meeting chair will go through all the details in order for the colleague to fully understand the allegation of poor performance or misconduct made against them. We will also outline the evidence found during the investigation process.
- 6.7 The colleague will have an opportunity to respond to the allegations made against them and to put their own case together. We will also give the colleague an opportunity to ask questions, present evidence, call witnesses and to respond to evidence put forward by Westgrove.
- 6.8 Westgrove's decision following the hearing will be sent to the colleague in writing. We aim to do this within two weeks of the hearing.



7 The disciplinary and dismissal process

- 7.1 There are three stages within the procedure for dealing with cases of poor performance or misconduct.
- 7.2 First stage: Westgrove will issue the colleague with a first written warning. Unless the colleague already has active warnings relating to performance and/or disciplinary matters on record, a first written warning will remain in place for 12 months from the date it is issued.
- 7.3 Second stage: If the colleague has an active first written warning on file and their performance has failed to improve or they are involved in further misconduct Westgrove will issue a final written warning. In serious cases of poor performance or misconduct, Westgrove may issue a final written warning without issuing a first written warning. In either case, the final written warning will remain in place for 12 months from the date it was issued.

- 7.4 Third stage: If the colleague has a final written warning on file and performance has failed to improve or if they have been involved in further misconduct, the colleague will be dismissed. A colleague may also be dismissed for a serious case of misconduct or poor performance, or if you are involved in gross misconduct. 'Misconduct' and 'gross misconduct' are explained in the lists given below.
- 7.5 In some cases, Westgrove will be prepared to explore other actions short of dismissal including deploying the colleague to a different role, demotion and/or extending a final written warning to allow further time to review performance and/or conduct.

8 Your right to appeal

- 8.1 The colleague has the right to appeal against any capability or disciplinary decision taken against them. To do this, they must respond within one week of being informed of the action, in writing, to whoever is named in the outcome letter. In the appeal letter, the colleague must explain exactly what they are appealing.
- 8.2 Wherever possible, the appeal meeting will not be led by the manager who held the hearing and decided on the disciplinary action. The colleague may be accompanied by a trade union representative or work colleague, in line with process outline in the above paragraphs.
- 8.3 The Company's final decision will be sent to the colleague in writing within two weeks of the appeal hearing. The colleague does not have any further right to appeal against the decision.

9 How we define 'gross misconduct' and 'misconduct'

- 9.1 Misconduct can be defined as an infringement of Company rules or procedures, a first offence or if further offences have occurred following an informal warning.
- 9.2 The following list gives examples of what would normally regard as misconduct and may lead to a written warning.
- Persistent lateness
 - Unauthorised absence
 - Misuse of workplace facilities
 - Insubordination
 - Breach of site rules or procedures
 - Unprofessional interaction with clients, customers or colleagues

This list is not exhaustive and should be referred to as a guide.



- 9.3 The colleague will usually be dismissed without warning, without notice and without payment in lieu of notice if Westgrove finds them to have committed an act of gross misconduct. This known as summary dismissal.
- 9.4 The following list gives examples of what would normally regard as gross misconduct and will likely lead to dismissal.
- Bullying or physical violence
 - Fraud, theft, or any act of dishonesty
 - Serious rudeness to, or swearing at other members of staff, management or customers
 - Making or signing any false statements of any description
 - Serious negligence leading to loss, damage or injury
 - Serious health and safety breaches
 - Assisting, encouraging or procuring any other member of staff to commit any act which would justify gross misconduct
 - Serious and intentional damage to Company property
 - Unlawful harassment or discrimination
 - Misuse of the Company's name or property
 - Viewing, receiving, or sending anything that breaches the Company's harassment, bullying and equal opportunities policies
 - Knowingly accessing websites containing offensive, obscene or pornographic material
 - Serious insubordination
 - Serious breached of confidence
 - Conviction of a criminal offence having a bearing on the employee's employment
 - Being under the influence of illegal drugs
 - Bringing the Company into disrepute
 - Being under the influence of alcohol.
 - Smoking in areas where smoking is not allowed, including e-cigarettes.
 - Failing to renew your SIA licences or not commencing the renewal process with enough time resulting in your licence expiring henceforth presenting you from carrying out your duties.

- Leaving your place of work without authorisation.
- Any other act entitling the Company to end your employment immediately without giving you notice and without the requirement to make any further payments to which you would otherwise be entitled under your Contract of Employment

This list is not exhaustive and should be referred to as a guide.

SCHEDULE 22 - GRIEVANCE POLICY & PROCEDURE



1 About this procedure

- 1.1 All colleagues are covered by this policy, which helps Westgrove ensure that complaints, concerns, and problems to do with employment are dealt with fairly and consistently. It does not form part of the employment contract but applies regardless of how long the colleague has worked for Westgrove.
- 1.2 Westgrove reserve the right to amend this policy at any time, or to depart from it, depending on the conditions of each case.
- 1.3 A colleague should only use this procedure to raise a grievance connected with their employment. Complaints made against colleagues are dealt with under the Disciplinary and Capability Policy. Westgrove also have a separate policy covering harassment and bullying.

2 Taking informal action

- 2.1 Westgrove recommends that before the formal procedure is used, attempts are made to resolve the matter informally. However, it recognises also that there will be occasions in which this either fails or is inappropriate given the nature of the complaint made. Normal working will be maintained, wherever possible, whilst the grievance procedure is followed.
- 2.2 Should taking an informal approach not resolve the colleague's problem, they must use the formal procedure.



3 Taking formal action: first stage



- 3.1 The colleague will need to set out the details of their complaint in writing. Include dates, names of individuals involved, and any other relevant facts, and state clearly that they want to lodge a formal grievance.
- 3.2 The colleague must also explain clearly what they want to see the Westgrove do. For example, say: 'I want you to issue a warning to (the name of the individual you are complaining about)', or: 'I want you to change your policy on overtime working'.
- 3.3 The colleague must send a written grievance to their Line Manager. If their Line Manager is part of the grievance, their Line Manager needs to receive the written complaint instead.
- 3.4 All colleagues must co-operate with Westgrove to ensure the investigation is fair and thorough. How Westgrove investigate will depend on the nature of the grievance. Westgrove may need to take a statement from the colleague and from other people able to provide information. Westgrove may also interview the colleague and will consider all relevant documents.

4 Taking formal action: second stage



- 4.1 Westgrove will invite the colleague to a meeting, usually within five days of lodging the grievance. The meeting is the colleague's opportunity to explain their problem and how they think Westgrove should resolve it, and Westgrove ask that the colleague make every effort to attend.
- 4.2 The colleague is entitled to bring somebody with them to the meeting - this can either be a work colleague or a trade union representative (full details in paragraph 6 below). The colleague must inform Westgrove as soon as possible if either the colleague or their companion is unable to attend the meeting and Westgrove will try to reschedule.
- 4.3 Colleagues must not record the meeting without Westgrove's consent, as this suggests that they do not trust Westgrove's process or the managers who are conducting it. If the colleague does have misgivings about either the process or the managers leading it, they should tell us openly so that Westgrove can address the concerns. Westgrove in turn will not record the meeting without the colleague's knowledge.
- 4.4 After the meeting, Westgrove will take any investigative steps that are considered appropriate. Sometimes this will involve looking at documents, or interviewing other people. Westgrove will not normally allow the colleague to participate in this part of the investigation (for example, the colleague will not normally be allowed to question other people directly).

Sometimes, Westgrove may ask the colleague for more information or for another meeting.

- 4.5 Within a week of the final meeting - this may be the first or the second, depending on the circumstances - Westgrove will give the colleague a decision and let them know if we plan to take any action to address the grievance.

5 Taking formal action: third stage

- 5.1 A colleague can appeal in writing within a week of receiving the decision. The colleague must address whomever is named in the letter received stating the decision, and they must explain clearly why they are appealing. The colleague should also provide any new evidence they may have acquired since the initial investigation was completed.
- 5.2 Westgrove will invite the colleague to a meeting, usually within two weeks of them lodging their appeal. Wherever possible, the appeal meeting will not be led by the manager who held the original grievance meeting. The colleague may be accompanied by a trade union representative or work colleague, in line with the process outlined in paragraph 6 below.
- 5.3 Westgrove's final decision will be sent to the colleague in writing. Westgrove try to do this within two weeks of the appeal hearing. The colleague does not have any further right to appeal against the decision.



6 Your right to be accompanied

- 6.1 All colleagues are entitled to be accompanied by a colleague or trade union representative at any meeting called under this policy.
- 6.2 If the colleague wants to exercise this right, they should tell Westgrove as soon as possible who they want to accompany them. It is the colleague's responsibility to arrange for them to attend. If the colleague chooses a work colleague, we will not prevent them from attending, but Westgrove may rearrange the meeting if their absence from work causes operational problems.
- 6.3 The colleague's representative can, if this is their preference, explain the key points of the grievance to the meeting and can respond on the colleague's behalf. The colleague can also confer with them during the meetings. The representative must not however answer questions put directly to the colleague or try to prevent Westgrove asking questions or outlining its views.



SCHEDULE 23 – MATERNITY AND PATERNITY POLICY AND PROCEDURE

1 About this procedure

- 1.1 This policy covers Westgrove's procedures for all types of family-related leave and pay, and it includes details of the colleague's statutory rights. This policy summarises the law, but if there's anything in here which differs from legal requirements, the statutory provisions will always take precedence.
- 1.2 This policy applies to all colleagues however long they have been working for Westgrove. It does not form part of the contract of employment and can be amended at any time. Self-employed contractors and other workers are not covered.
- 1.3 Acronyms are used throughout this policy. The main ones are:
 - EWC - Expected Week of Confinement, or the week in which a pregnant woman is due to deliver
 - Qualifying week - the 15th week before the EWC
 - MA - Maternity Allowance
 - SMP - Statutory Maternity Pay, the legal minimum women are entitled to receive while on maternity leave
 - ShPL - Shared Parental Leave, the scheme under which a mother can share leave with somebody else (usually the father) by opting out of the statutory maternity leave scheme
 - ShPP - Statutory Shared Parental Pay, a payment similar to SMP but paid to the mother and her partner while they are on ShPL.

2 What happens during pregnancy?

- 2.1 To take maternity leave and be paid SMP, the colleague must provide the following information in writing before the end of their Qualifying Week:
 - confirmation that they are pregnant
 - provide the date of the week - starting on a Sunday - that the baby is due
 - provide the date they want their maternity leave to begin
 - provide the date when they will start claiming SMP.



- 2.2 The colleague is required to provide a MATB1 form as soon as possible. This must be signed by a doctor or midwife and confirm the date the baby is due.
- 2.3 Your Line Manager will undertake a Risk Assessment with you which will be received every 3 months.
- 2.4 A colleague is entitled to paid time off for antenatal appointments during working hours. The colleague must provide as much notice as possible, and Westgrove may want to see confirmation of the appointment.
- 2.5 If a colleague has what is known as a 'qualifying relationship' with a pregnant woman or the unborn child, they are entitled to unpaid time off to accompany her to a maximum of two antenatal appointments. This applies to each pregnancy. A 'qualifying relationship' is one where you are:

- the baby's father
- the pregnant woman's spouse
- the pregnant woman's partner.

The colleague is required to give Westgrove as much notice as possible, and must only take a maximum of 6.5 hours off work for each appointment. This includes travelling and waiting time. To attend any subsequent appointments, they will need to request time off as holiday (which will be managed as laid out in our holiday policy).

The colleague must provide a signed statement showing the date and time of each appointment. It must also confirm that:

- you are eligible under the 'qualifying relationship' criteria
- the time off is solely to accompany the mother to her appointment
- a doctor, midwife, or nurse has advised that the woman needs the appointment.

- 2.6 A colleague may be entitled to time off to attend up to two antenatal appointments if they are having a child by surrogate. For guidance, speak to Line Manager.
- 2.7 The colleague can decide when they want their maternity leave to begin, as long as it's not earlier than the 11th week before the EWC.
- 2.8 Westgrove will write to the colleague within 28 days of them being notified to inform the colleague when their maternity leave will end.
- 2.9 The colleague can change the start date of their maternity leave as long as Westgrove has received the new date, in writing, at least 28 days before the new date. Westgrove will write to the colleague within 28 days to confirm when their maternity leave will end.

- 2.10 Colleagues are entitled to 52 weeks' maternity leave (consisting of 26 weeks' 'ordinary' maternity leave and 26 weeks' 'additional' maternity leave - rights are slightly different during the additional maternity leave, as set out in this policy). This is the colleagues right regardless of how long they have worked for Westgrove or how many hours they work.
- 2.11 A colleague's maternity leave may start earlier than the original date stated if they are off work because of their pregnancy at any time in the four weeks leading up to the EWC. Maternity leave will also start early if the baby is born before the preferred start date.
- 2.12 If the colleague and their spouse or partner are both eligible, the colleague may want to use the ShPL scheme so that they have more flexibility around childcare in the first year after birth (see section 7). However, no woman is allowed to come back to work for the two weeks immediately after their baby is born. This is called 'compulsory maternity leave'.
- 2.13 Westgrove may need to contact the colleague from time to time whilst on maternity leave - for example to discuss arrangements for their return to work. The Line Manager will talk the colleague through this process before the maternity leave starts in order to make contact arrangements.
- 2.14 A colleague may be offered up to 10 days' work whilst on maternity leave at a rate of pay agreed in advance. These are called Keeping in Touch (KIT) days. The colleague's decision to whether or not to work some or all of them will not affect their right to maternity leave and SMP.
- 2.15 The colleague will continue to receive benefits due to them under their Contract of Employment whilst on maternity leave. Except for terms relating to pay, all normal terms and conditions will apply and the colleague will accrue holiday entitlement. If the colleague is due any holiday before their maternity leave, they are encouraged to take it.



3 How much is maternity pay?

3.1 A colleague may be entitled to SMP if they have at least 26 week's service with Westgrove by the end of their qualifying week. Whether or not the employee qualifies depends on whether:

- their average weekly earnings are at or above the National Insurance Lower Earnings Limit
- they are able to give at least 28 days' notice that you intend taking maternity leave (or as much notice as you can)
- they are still pregnant, or have already had their baby ,11 weeks before the EWC.

We calculate average weekly earnings during the eight weeks that end with the qualifying week.

3.2 The colleague will receive SMP for up to 39 weeks. This will be paid at 90% of their average weekly earnings for the first six weeks, and paid at the standard SMP rate for the remaining 33 weeks. The standard rate is set by the government, and Westgrove will tell the colleague how much they will receive. Westgrove will pay the colleague SMP at 90% of their average weekly earnings for all of their maternity leave if the average weekly earnings fall below the standard rate.

3.3 Westgrove will deduct tax and National Insurance contributions from the colleagues SMP in the same way as it is taken from their regular salary.

4 What happens upon return to work?

4.1 If the colleague wants to return from maternity leave at an earlier date, they must give their Line Manager at least eight weeks written notice. Westgrove may delay the colleagues return to work by up to eight weeks

- or the end of their maternity leave if that's earlier
- if the colleague fails to inform Westgrove of their revised plans.

4.2 The colleague is entitled to take up the same job they had before going on maternity leave if they return to work immediately after their ordinary maternity leave ends. Should the colleague instead return after taking additional maternity leave, they may be offered a similar job if it is not reasonably practical for them to resume their previous role. The colleague's terms and conditions will be unchanged.

4.3 When the colleague returns after maternity leave, they will meet with their Line Manager to discuss what has happened in their absence any other issues.



- 4.4 The colleague must inform Westgrove in writing as soon as possible if they decide not to return to work at all after their maternity leave and give notice as required under their Contract of Employment.
- 4.5 If the colleague's job is one that has been identified as posing a risk to health and safety as a new mother or because the colleague is breastfeeding, Westgrove will notify the colleague and take measures to eliminate risks. This also applies to women during pregnancy. If the colleague has any concerns about their health and safety, they are encouraged to speak to their Line Manager.

5 How to claim paternity leave?



- 5.1 If a colleague is eligible to take paternity leave, they are entitled to two weeks' statutory paternity leave, which can be taken at any time in the first 52 weeks after the birth.
- 5.2 To be eligible, the colleague must have worked for Westgrove for at least 26 weeks by the end of the 15th week before the EWC. The colleague must also:
- be the biological father and have the main responsibility with the mother for the child's upbringing, or
 - be the mother's partner and expect to have the main responsibility with the mother for the child's upbringing, or
 - be the biological father and have some responsibility for the child's upbringing.
- 5.3 A colleague can take their leave as 2 weeks together, or 2 separate blocks of 1 week, but they cannot start statutory paternity leave before the birth.
- 5.4 The colleague must take their paternity leave within 52 weeks of the child's birth (or due date if the baby is early).
- 5.5 The colleague must tell Westgrove by the 15th week before the week the baby is due that:
- they're having a baby
 - they're planning to take paternity leave
 - the expected week of childbirth

The colleague must tell Westgrove the dates of their leave, giving at least 28 days' notice before each period of leave. If they want to change the date, they must give 28 days' notice.

- 5.7 A copy of the MAT B1 form must be forwarded to HR, together with a completed Paternity Form.
- 5.8 Whilst a colleague is on paternity leave, all the terms and conditions not relating to pay in the Contract of Employment will apply. When the colleague returns, they have the right to the same job with the same terms and conditions as they had before their paternity leave began.

6 How much is paternity pay?

- 6.1 The Statutory Paternity Pay is paid at the lesser of a fixed weekly rate set by the government or 90% of the colleague's average weekly earnings. Tax and National Insurance contributions are deducted in the usual way.

7 How to qualify for shared parental leave



- 7.1 If the colleague wants more flexibility in the first year after the baby is born, the colleague and their partner can consider Shared Parental Leave instead of maternity and paternity leave. Providing that both the colleague and their partner are eligible, ShPL allows them to split available leave between them so that they can be off work at the same time or consecutively.
- 7.2 There is a total of 52 weeks of ShPL available, less any weeks the mother has either been on maternity leave or receiving SMP or MA if she is not entitled to maternity leave. ShPL is additional to paternity leave.
- 7.3 The colleague or their partner may be eligible for ShPL if:
- you are the mother and share the main childcare responsibility with the child's father or your partner, or
 - you are the father and share the main childcare responsibility with the child's mother, or
 - you are the mother's partner and share the main childcare responsibility with the mother in place of the father, and
 - you have worked for us for at least 26 continuous weeks by the end of the Qualifying Week and you will still be employed by us before you take ShPL, and
 - the other parent has worked at least 26 of the 66 weeks before the EWC — this can be as an employee or self-employed — and had weekly earnings that satisfy the statutory minimum during 13 of the weeks, and
 - you and the other parent fulfil the notice and other requirements detailed below
- 7.4 If the colleague decides they do not want to return to work they are required to give notice of resignation in accordance with their employment contract.
- 7.5 The child's father, or the mother's partner, may consider using their two weeks' paternity leave before starting ShPL as once ShPL starts, any paternity leave not taken is lost.

8 What paperwork is needed to claim ShPL?



- 8.1 The colleague must tell Westgrove in writing at least eight weeks before they intend for ShPL to begin that they want to opt into the ShPL scheme. To do this the colleague must complete the ShPL1 form.
- 8.2 If the colleague is the child's mother, they must give Westgrove at least eight weeks' notice in writing to end their maternity leave. Westgrove needs this notice in addition to the ShPL1 form and the colleague cannot take ShPL without submitting this form. In the notice, the colleague must give the end date of their maternity leave, which must be at least two weeks after the baby is born.
- 8.3 If the colleague's partner is the one taking ShPL, Westgrove requires written declaration their employer has received a copy of the ShPL1 form. They may be able to take ShPL from their employer before the mother's maternity leave ends, but only if the Company has received the mother's curtailment notice.
- 8.4 Curtailment notices are binding and can only be revoked if the colleagues maternity leave has yet to finish and they meet one of these conditions:
- you find out that neither you nor the other parent is eligible for ShPL or ShPP - in this case you can revoke the curtailment notice by writing to us any time up to eight weeks after it was given, or
 - the curtailment notice was issued before the birth and you are revoking it in writing during the six weeks after the birth, or
 - the child's other parent has died.
- 8.5 A colleague cannot opt back into the ShPL scheme after they revoke a curtailment notice except if the notice was given to Westgrove before the birth and it is revoked in writing during the six weeks following the birth.
- 8.6 If the mother is still on maternity leave or claiming SMP or MA, you as the partner will be unable to start ShPL until she:
- has returned to work, or
 - has given a curtailment notice to her employer to finish her maternity leave, or
 - has given a curtailment notice to her employer to finish her SMP, or
 - has given the benefits office a curtailment notice ending her MA.

We may also ask you to provide the following:

- a copy of your child's birth certificate or a signed declaration of the date and place of birth if you have yet to get the certificate, and
- contact details for the other parent's employer, or a declaration that they do not have an employer.



- 8.7 When completing the ShPL1 form, the colleague will have provided Westgrove with a 'period of leave' notice to book their time off.
- 8.8 On the 'period of leave' notice the colleague can either give us specific dates or the number of days after the birth that they want ShPL to start and finish. Colleagues may prefer the second option if they plan taking paternity leave as soon as the baby is born and want ShPL to run on from it. All colleagues must take ShPL in blocks of at least one week at a time.
- 8.9 Colleagues are automatically entitled to take a single continuous block of ShPL, but Westgrove will consider any request for separate blocks of ShPL as detailed in the following paragraphs.
- 8.10 Colleagues may lodge up to three 'period of leave' notices, which may allow them to take up to three separate ShPL blocks with periods at work in between. If they later vary or cancel one of the blocks, this will generally count as a further 'period of leave' notice.
- 8.11 To make it easier for Westgrove to consider allowing colleagues to take ShPL in more than one block, colleagues should discuss their requirements with their manager as early as possible before they submit their formal 'period of leave' notice.
- 8.12 If a colleague wants to separate blocks of ShPL, they must give Westgrove details of the pattern they want to follow in their 'period of leave' notice. Once we have received this, we will either agree immediately or we will start a discussion period with the colleague which will last for two weeks. If we reach agreement, we will confirm this in writing before the end of the two-week period. If we fail to agree, colleagues can take all the ShPL they asked for in one continuous block, beginning on the start date they gave us in their notice. For example, if the colleague asked for three four-week periods, we will combine them into one continuous 12-week leave period.
- 8.13 The other way we can approach this is if the colleague agrees to the following:
- choosing a new start date and telling us what it is within five days of the two-week discussion period ending. The new date has to be at least eight weeks after the start date of the first of the blocks the colleague asked for; or

- withdrawing the notice and informing us within two days of the two-week discussion period ending. This will not be counted as a 'period of leave' notice and the colleague is free to submit a fresh one.



- 8.14 If the colleague needs to cancel a period of ShPL, they must put their request in writing at least eight weeks ahead of the relevant block start date.
- 8.15 If the colleague wants to change a start date, they must put their request in writing at least eight weeks before whichever is the earlier of the original and new start dates. Similarly, a colleague can change the end date if they inform us at least eight weeks before whichever is the earlier of the original or new end dates.
- 8.16 If a colleague wants to combine blocks of ShPL into one continuous period, they will need to give us the new start or end date, whichever is relevant.
- 8.17 If a colleague wants to split a continuous period of ShPL into two or more periods separated by periods at work, they will need to tell us the new start or end date. We may not be able to accommodate this but are prepared to approach the request as if the colleague had asked for separate blocks of ShPL in the first place.
- 8.18 If a colleague submits a notice to change or cancel a block of leave, we will count this as one of your three 'period of leave' notices. There are three exceptions to this rule, which are:
- if the change is because your baby was born earlier or later than the EWC
 - if you cancel a request for separate blocks of leave within two days the two-week discussion period ending
 - we ask you to make the change.

9 What happens during ShPL?

- 9.1 If a colleague's baby is born before the beginning of the EWC, we may allow them to start ShPL during the eight weeks following birth despite them being unable to give us eight weeks' notice. To enable us to do so, we need to apply the following rules:



- if your 'period of leave' notice gave us a set date within the eight weeks following the EWC for your ShPL to start, you can move the date forward by the same number of days as long as you write to tell us as soon as possible
- if you want to take ShPL in the eight weeks following birth and your baby arrives early, you will need to give us your opt-in notice and 'period of leave' notice as soon as possible.

If you had a start date of a set number of days - rather than a set date - after the birth in your 'period of leave' notice, you do not need to do anything.

- 9.2 Colleagues will continue to receive benefits due to them under their employment contract. Except for terms relating to pay, all normal terms and conditions will apply and the colleague will continue to accrue holiday entitlement.
- 9.3 If the colleague is due any holiday, they should discuss with their manager when to take this before starting ShPL, and if they are the mother, they should try to take any holiday due to them before their maternity leave begins.
- 9.4 Westgrove may need to contact colleagues from time to time while they are on ShPL leave - for example to discuss arrangements for when they return.
- 9.5 Colleagues may also be asked to work during ShPL for up to 20 days. This includes training and - if a woman - is in addition to the 10 days they have the option to work during their maternity leave. Colleagues are not obliged to work any of these days, but if they do, they will be paid at a rate agreed with their manager. This also applies if a colleague ask us to work any of the 20 days.

10 What happens when I return to work?

- 10.1 You must give us eight weeks' notice in writing if you want to end a ShPL period early and provide the new return-to-work date. You will be unable to end your ShPL early without our agreement if you have already used your three 'period of leave' notices.
- 10.2 If you have unused ShPL entitlement and want to extend your leave, you must give tell us in writing with a 'period of leave' notice submitted at least eight weeks before the date you had intended returning to work. You will be unable to extend your ShPL without our agreement if you have already used your three 'period of leave' notices. Instead you may be able to take annual leave or ordinary parental leave.



- 10.3 You are entitled to take up the same job with the same employment terms you had before going on ShPL. However, under certain circumstances it may not be reasonably practical for you to resume your previous role and we may place you in another appropriate post with no less favourable terms and conditions. This will only apply if:
- your ShPL plus any maternity or paternity leave taken amounts to more than 26 weeks, irrespective of whether or not it was taken consecutively
 - your ShPL was taken consecutively before or after more than four weeks of ordinary parental leave.

11 Can I claim statutory shared parental pay?

- 11.1 If you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week, you may be able to claim Statutory Shared Parental Pay for up to 39 weeks. We will pay this at the rate set annually by the government, less any SMP or MA already claimed by either you or your partner. Your average earnings must be not less than the lower earnings limit set each tax year for you to qualify.
- 11.2 When you give us your 'period of leave' notice (or notices), you must notify us that you intend claiming ShPP while you are on ShPL. You can also write to us at least eight weeks before the date you want us to start paying your ShPP if you have not already told us in a 'period of leave' notice.

12 What is ordinary parental leave?

- 12.1 Ordinary parental leave can be taken at any time until a child's 18th birthday and comprises 18 weeks' unpaid leave.
- 12.2 If you have responsibility for a child, you are entitled to take parental leave. Those eligible include the registered father and anyone else with formal parental responsibility for the child.
- 12.3 You must have worked for us for at least a year before you can take parental leave, already have - or expect to have - responsibility for a child, and intend using the leave only to care for the child or otherwise spend time with it.
- 12.4 You can take up to four weeks of ordinary parental per child per year in blocks of a single week or more. You cannot take less than a week at a time unless the child is disabled.



- 12.5 You need to give your manager 21 days' notice that you intend taking parental leave. We will always try to accommodate your request, but may have to rearrange your dates if your absence would disrupt our business by, for example, leaving us short-staffed. If your leave has to be postponed, we will tell you why in writing within seven days of your request and provide you with new start and end dates.
- 12.6 We are unable to postpone parental leave if you have asked us for it to start immediately after a child's birth or adoption. We are also unable to postpone parental leave beyond six months or beyond the child's 18th birthday.
- 12.7 Your employment contract and all its terms and conditions remain in force throughout ordinary parental leave, and your holiday entitlement continues to accrue.

13 What happens if I am adopting a child?



- 13.1 You are entitled to time off to attend an adoption appointment. This is an appointment arranged by an adoption agency, usually for you to get to know the child who will be placed with you but sometimes for other reasons related to the adoption.
- 13.2 If more than one child is being placed with you at the same time, we treat this as one adoption and will not give you time off to attend additional appointments. Time off for this type of appointment must be taken before any child is placed with you.
- 13.3 You may attend up to five appointments per adoption on paid time off if you are adopting on your own or will be the primary adopter. You may only attend up to two appointments, and on unpaid leave, if you are the secondary adopter.
- 13.4 You are entitled to take up to 6.5 hours for each appointment. This includes travelling and waiting time. We will need a signed statement with details of the time and date of the appointment as well as confirmation that:
- the adoption agency has arranged or requested the appointment
 - you are either adopting the child on your own or jointly with someone else
 - you are electing to take either paid or unpaid time off work if you are adopting jointly.
- 13.5 It is sometimes necessary to ask you to rearrange an appointment, and we reserve the right to refuse a request for a particular day or time in exceptional circumstances. We will however never do this without good reason.

14 Can I claim adoption leave and pay?

- 14.1 We have in place similar arrangements for adoption as we do for maternity leave and pay. Please refer to our Adoption Leave Procedure.
- 14.2 You may be entitled to adoption leave if you are having a baby by a surrogate mother. Please speak with HR for more information.
- 14.3 You may also be eligible for ShPL and ShPP if you are adopting or having a child by a surrogate mother. Please speak with HR for more information.

SCHEDULE 24 – EQUAL OPPORTUNITIES



1 Equal opportunities

- 1.1 We are an Equal Opportunities employer. No job applicant or colleague will be treated less favourably than another or discriminated against either directly or indirectly on the grounds of age, sex, sexual orientation, gender-reassignment, race, disability, colour, nationality, ethnic or national origin, marital or civil-partnership status, pregnancy, maternity leave, responsibility for dependants, religion or belief, trade union membership or activity.

Please refer to Policy 11 Equal Opportunities.



SCHEDULE 25 – TRAINING



1 Training

- 1.1 Training is a vital part of the Company's operation and a means of achieving greater efficiency, better job satisfaction, career development and an improved business future.

Colleagues will usually have their training requirements set at their appraisals (or as appropriate during the course of the year).

If there are any additional training requirements that arise during the year these must be agreed between the colleague and their Line Manager, subject to there being funds within the budget to accommodate this additional training. If there are insufficient funds and the training is vital to the job/ function of the employee, the HR Manager will request agreement from the Group Managing Director.

All colleagues will be required to cooperate in the development of new working practices and training necessary, and will be expected to participate in any training deemed necessary in order to improve both individual skills, knowledge and the efficiency of the company.

Colleagues may also be required to sign an agreement to repay any training costs should they leave the business within a specific timeframe after completion of the training, details of which will be provided by the HR Team before any training is attended by the employee.

SCHEDULE 26 – BRIBERY

1 Bribery

- 1.1 Colleagues who are given a gift during the course of their employment must report it to their line manager who will decide the appropriate action which needs to be taken, in normal circumstances any gifts received are normally raffled off and all donations given to charity. Failure to disclose gifts will be a disciplinary matter and may result in dismissal.

Westgrove will not tolerate any form of bribery and is committed to conducting business in an open and transparent manner.

Bribery means the giving or receiving (or the promise to do so) of a financial or other advantage with the intention of bringing about the improper performance of a function or activity.

Giving any gifts to Suppliers or Customers must be authorised by a Director.

This policy covers all Westgrove's business dealings and transactions in all countries in which it or its group companies operate.

All colleagues including employees, agency workers, contractors, consultants etc are required to comply with this policy. A breach of this policy will result in action being taken under Westgrove's disciplinary procedure against the individuals responsible.

If you become aware of any instances of suspected bribery you should raise this at any Senior level within Westgrove.






Policies

POLICY 1 – FLEXIBLE WORKING POLICY

1 About this policy

- 
- 1.1 This policy sets out Westgrove's formal flexible working policy and is based on the statutory right for colleagues to make a flexible working request.
- 1.2 Colleagues may of course ask to change their working arrangements outside the formal policy and, if you wish to do so, you should speak to your line manager to discuss it
- 1.3 When we refer to a "flexible working request", we mean a request for a contractual change to your working pattern or place of work. Examples of change include:
- to reduce or vary your working hours
 - to reduce or vary the days you work;
 - to work from a different location (for example, from home).
- 1.4 This policy does not form part of any colleague's contract of employment and we may amend it at any time.

2 How to make a flexible working request

Your flexible working request should be submitted to us in writing and dated. The request must:

- state that you are making the request under the statutory right to request flexible working;
- explain the change being requested and when you propose it becomes effective;
- state whether you have made any previous flexible working requests and if so, when.

3 Consideration of your request

- 3.1 We will look at your request carefully and sympathetically, considering, in particular, the effect of the requested change for both the Company and you.
- 3.2 If we are able to agree to the proposed change without further discussion, we will write to you giving agreement.
- 3.3 Otherwise, we will meet with you to discuss the change, any effects that the change may have for you or the business and how any problems may be resolved. We will hold the meeting as soon as reasonably possible (usually within 14 days after receiving your request).

4 Decision

4.1 We will inform you in writing of our decision as soon as reasonably practicable (usually within 14 days of the meeting).

4.2 We may:

- accept your request, which will be confirmed in writing
- suggest a different compromise change (which may include a temporary trial period before making a final decision) and will give you not less than 14 days to decide whether or not to accept it; or
- refuse your request.

4.3 We may refuse your request on one or more of the following business grounds:

- Burden of additional costs;
- Detrimental effect on ability to meet client demand;
- Inability to reorganise work among existing staff;
- Inability to recruit additional staff;
- Detrimental impact on quality;
- Detrimental impact on performance;
- Insufficiency of work during the periods you want to work; or
- Planned structural changes.

If we refuse your request we will explain which of these grounds apply and why.

4.4 Unless otherwise agreed, changes to your terms of employment will be permanent.

5 Appeal

5.1 You may appeal in writing within 14 days of receiving our written decision.

5.2 Your appeal must be dated and must set out the grounds on which you are appealing.

5.3 On receiving your appeal we will consider whether a meeting is necessary to discuss it or whether it can be dealt with in writing.

5.4 We will advise you of the outcome of your appeal in writing. If we do not uphold your appeal, we will explain why we have made the decision.



6 Withdraw a request

6.1 We have the statutory right to treat your request as withdrawn if, without good reason, you fail to attend a meeting to discuss your request and subsequently fail to attend a rearranged meeting. We will tell you if we are treating your request as withdrawn.

7 Timeframe and further requests

There is a statutory time limit to complete the process within two months of receiving a valid flexible working request. However, if it looks like we may not be able to conclude the process within this timeframe, we can agree between us to extend it.

7.1 You cannot make a further statutory request until your first request has been concluded – for example by agreement, refusal, withdrawal or where the two-month time-limit has ended without an agreed extension.

7.2 You cannot make more than two statutory requests in any 12-month period.

This does not necessarily mean that we would refuse to consider any further flexible working requests, as it depends on the circumstances.

POLICY 2 – EXPENSES POLICY

1 About this policy

- 1.1 This policy deals with claims for reimbursement of reasonable expenses, including travel, accommodation and hospitality.
- 1.2 This policy applies to all colleagues. It does not apply to agency workers, consultants or self-employed contractors.
- 1.3 This policy does not form part of any colleague's contract of employment and we may amend it at any time.



2 Reimbursement of expenses

- 2.1 We will reimburse expenses properly incurred in accordance with this policy. Any attempt to claim expenses fraudulently or in breach of this policy may result in disciplinary action.
- 2.2 Expenses will only be reimbursed if they are:
- Submitted on the appropriate claim form;
 - Submitted within 28 days;
 - supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and
 - authorised in advance where required.
- 2.3 Claims for authorised expenses submitted in accordance with this policy will be paid directly into your bank/building society account via payroll.
- 2.4 All claims should be submitted via your Line Manager, they can also provide you with a copy of the form.

3 Travel expenses

- 3.1 We will reimburse the reasonable cost of necessary travel in connection with our business. The most economic means of travel should be chosen if practicable and you should use existing travelcards or season tickets wherever possible. The following are not treated as travel in connection with our business:
- travel between your home and usual place of work;
 - travel which is mainly for your own purposes; and
 - travel which, while undertaken on our behalf, is similar or equivalent to travel between your home and your usual place of work.
- 3.2 **Trains.** We will reimburse the cost of standard class travel on submission of a receipt with an expense claim form.
- 3.3 **Taxis.** We do not expect you to take a taxi when there is public transport available, unless it is cost effective due to a significant saving of journey time or the number of colleagues travelling together. A receipt should be obtained for submission with an expense claim form. Colleagues cannot claim expenses for providing a taxi driver with a tip.



- 3.4 **Car.** Where it is cost effective for you to use your car for business travel, and you have been authorised to do so, you can claim a mileage allowance on proof of mileage. Details of the current mileage rates can be obtained from the Accounts Department. You can also claim for any necessary parking costs which must be supported by a receipt or the display ticket.
- 3.5 **Air travel.** If you are required to travel by plane in the course of your duties you should discuss travel arrangements with your line manager or a member of the Finance team in advance.
- 3.6 We will not reimburse penalty fares or fines for parking or driving offences, other than at our discretion in exceptional circumstances.

4 Accommodation and overnight expenses

- 4.1 If you are required to stay away overnight in the course of your duties you should discuss accommodation arrangements with your line manager in advance.
- 4.2 We will reimburse your reasonable out-of-pocket expenses for overnight stays provided they are supported by receipts. This does not include paying for alcoholic beverages.

POLICY 3 – HOLIDAYS POLICY

1 About this policy

- 1.1 This policy covers everything to do with your holiday entitlement and explains what you must do to arrange time off for holidays.
- 2.1 It applies to all colleagues and workers but does not cover self-employed contractors.



2 How much holiday am I entitled to?

- 2.1 You will find the number of days of paid holiday you are entitled to in your contract. This includes bank and other public holidays.
- 2.2 If you work part-time, you are entitled to time off for public holidays on a pro-rata basis.
- 2.3 Westgrove's holiday year begins on 1 January and ends on 31 December. We will calculate your holiday entitlement on a pro-rata basis if you join or leave Westgrove part-way through the holiday year. During your first year working for Westgrove, you can only take the number of days you have accrued up to the day your holiday starts, unless your manager has agreed otherwise.



- 2.4 You are strongly encouraged to take all the holiday due to you in the holiday year in which it has accrued. Holidays not taken by the end of the holiday year will, except in the circumstances outlined below, be lost and you will not receive payment in lieu.

3 How do I request time off?

- 3.1 You can take a maximum of two weeks' holiday at any one time. You should put in your request as soon as you have chosen the dates. Colleagues are required to give a minimum of 28 days' notice of required holidays, including absences on a weekend. Any colleague wishing to take holidays over two weeks' must gain further approval from a Business Manager.
- 3.2 You must make all requests for holiday leave in writing to your manager, using the relevant documentation. Your manager will record these to maintain accurate Company-wide records of all holiday requests.
- 3.3 Your manager must approve all holiday requests and these are usually considered on a first come, first served basis. At popular times of the year — particularly Christmas, Easter, and school holidays — we may need to rotate holiday allocation regardless of who put in the first request.
- 3.4 You may sometimes have to take your holiday on dates that we specify. This is most likely to be when the business is closed — over the Christmas and New Year period, for example — or to avoid busy periods, or because you still have not taken all the leave due to you in the current holiday year. If you are leaving Westgrove, we may also ask you to take your remaining holiday entitlement during your notice period.
- 3.5 Provided you have sufficient holiday entitlement, we will wherever possible try to fulfil requests for time off for a religious occasion. This will however be subject to our business requirements.



- 3.6 Your manager will always discuss alternative dates with you if we have to turn down a holiday request. If your request is refused and you take time off anyway, we will view it as an unauthorised absence and deal with the matter under our disciplinary procedure.
- 3.7 Do not make any travel arrangements until you have written confirmation that you can take the time off work. Westgrove will not be responsible if you suffer losses because your holiday request is refused, regardless of the reason.

4 How much will I be paid?

- 4.1 We will pay you at your normal rate while you are on holiday.
- 4.2 We will let you know whether commission or overtime payments will be included in your holiday pay. If we do include these elements in your holiday pay on one occasion, it does not set a precedent and we reserve the right not to include them in the future.
- 4.3 Colleagues shall generally be entitled to take published public holidays as holiday from work. However, if there is a requirement to work on that day, they will receive either a payment in lieu, or an alternative day's holiday shall be taken in lieu at their Manager's discretion.



5 What happens if I am sick during my holiday?

- 5.1 Occasionally you may be ill or suffer an injury while you are on holiday. If this happens, and you would not have been able to work had you not been on holiday, you can treat the time off as sick leave instead of holiday.
- 5.2 To reclaim your holiday time and take it at a later date, you must tell your manager as soon as possible and provide medical evidence of your illness or injury. You must then follow the procedure outlined above to book dates for another holiday. If you do not follow any part of this process, we will treat your absence as holiday and not sick leave.
- 5.3 Should you already be on sick leave at the start of a holiday period, and provided that you would not have been fit to work at any time during it, you may reschedule the affected days. You will need to provide medical evidence and follow the procedure outlined above.
- 5.4 Westgrove may pay you sick pay, rather than holiday pay, for any scheduled holiday days taken as sick leave provided you qualify under your contract of employment. You will need to follow the procedure above for your request to be considered.
- 5.5 We will treat dishonest claims or any other abuse of this policy as misconduct under our disciplinary procedure.

6 What happens to my holiday entitlement if I am on long-term absence?

6.1 Your entitlement to annual leave accrues whenever you are off work long-term for any of the following reasons:

- sick leave
- maternity and paternity leave
- adoption leave
- parental leave
- shared parental leave (known as family leave in this policy).



6.2 You may carry over unused holiday to the following year if your sick leave spans two holiday years or you return to work too near the end of the holiday year to fit in the time off due to you. Any holiday carried over will be lost if you do not take it within 18 months of the holiday year in which it accrued.

6.3 You can instead take paid holiday during your sick leave, and we will pay you at the rate you are due in accordance with this policy and your contract of employment.

6.4 If you intend taking family leave and expect this to span two holiday years, you must give your manager as much notice as you can. You may carry over into the next holiday year any holiday entitlement that it is impractical for you take before the start of your family leave.

6.5 You should take any holiday leave you have carried over either immediately after you return to work or within the timescale agreed by your manager.



7 What happens if I leave the company?

- 7.1 On termination of employment any outstanding holiday entitlement will be calculated up to the date of leaving employment. Any such accrued but untaken holiday will be paid in lieu on termination of employment. In the event that holiday taken prior to date of leaving is in excess of total entitlement, the Company reserves the right to recover from the final salary an amount in respect of excess holiday taken.
- 7.2 Should you have taken more annual leave than you were entitled to up to the day you leave the Company, an amount calculated as above will be deducted from the final payment we make to you.
- 7.3 Where termination of employment is due to gross misconduct, or where the full contractual notice period is not worked, any unused holiday pay will not be paid apart from any payment required to meet the statutory minimum holiday obligation.
- 7.4 Colleagues requiring special leave (i.e. jury service, compassionate leave, etc), must notify their Line Manager as soon as possible who will discuss the relevant options available.
- 7.5 Priority for Christmas holiday entitlements and or in peak periods are generally given to those who worked during the previous Christmas period, and thereafter on a first come first serve basis.

POLICY 4 – ABSENCE MANAGEMENT POLICY



1 About this policy

- 1.1 All colleagues are covered by our policy for reporting and managing absences and sick pay, but it does not form part of your employment contract. Self-employed contractors are not covered.
- 1.2 We reserve the right to amend this policy at any time.

2 If you know you will be absent

- 2.1 When medical appointments cannot be arranged outside normal working hours, they will normally be allowed, subject to receiving the Manager/ Supervisor's permission beforehand. All time off, other than holidays or approved bank holidays, will be unpaid unless pre-authorised at the discretion of the Site Manager.

3 If you are sick or injured

- 3.1 If you are sick or have suffered an injury, you should let your manager know as soon as possible that you will be absent, and no later than 60 minutes before your start time.
- 3.2 In the event of any illness or absence, your manager must be notified on the first day of absence, and daily thereafter (unless where covered by a medical note). Notification should be done by yourself unless you are medically unfit to do so, in which case you can ask somebody else to make contact for you. This should be done verbally by phone, an indication of the likely duration of absence along with the reason should also be given at this stage. Non-compliance with this reporting procedure may render you liable to disciplinary action for nonattendance and to loss of pay during absence.



4 Evidence of sickness or injury

- 4.1 You must complete a sickness absence self-certification form when you return to work if you are absent for less than a week.
- 4.2 For absence of 7 days or less (including Saturdays and Sundays), you must immediately upon return to work complete a self-certification form.
- 4.3 If you are off for more than one week you must give us a doctor's certificate confirming that you are unfit for work – and the reasons why. We will need further certificates if you remain absent beyond the expiry date of the first one. You must continue to provide certification until you return to work.
- 4.4 Upon your return to work, regardless of your length of absence, you must attend a return to work interview with your Manager in order to set out and establish the reasons for absence.

5 Payment for sickness or injury

- 5.1 Statutory Sick Pay (SSP) is paid instead of your salary, usually starts on the fourth day you are off work, and can be paid for up to 28 weeks. If you are entitled to SSP under the statutory requirements, it will be taxed and NI contributions will be deducted.

6 Returning to work

- 6.1 You will be required to attend a return-to-work interview after you have been off work due to sickness or injury. At the interview, we will discuss why you were off work and ensure you are fit to return.



7 If you are persistently absent.

- 7.1 Westgrove takes a serious and firm stance on monitoring trends of absenteeism, due to the nature of many of the jobs and staffing levels within Westgrove, high levels of absenteeism or repeated spells of sickness/absence cause considerable disruption. They also place an undue burden upon other team members.
- 7.2 In order to ensure consistency across Westgrove, whenever absence levels equal or exceed any one of the following levels of non-attendance detailed in the procedure below the following procedures may apply.

In a 6 month period	Sanction	In a 12 month period	Sanction
3 occasions	1st Written Warning	4 occasions	1st Written Warning
4 occasions	Final Written Warning	5 occasions	Final Written Warning
5 occasions	Dismissal	6 occasions	Dismissal

8 If you are off work long term.

- 8.1 What we will do depends on why you are off work and the pattern of your absences. We may hold formal meetings to review your absence in more detail and to explore whether we need to make reasonable adjustments to help you either return to work or to work for shorter periods.
- 8.2 If medical evidence is required, we will ask you to be examined by a doctor, an occupational health therapist, or another specialist of our choice. This will be funded by Westgrove and all reports will be kept confidential. We will request your consent for us to have full access to medical reports and to discuss the contents with the relevant medical practitioner. You do not have to consent, but if you do not we will make decisions based on existing medical and other information. We will consider making reasonable adjustments to your role and/or work space if you are found to have a disability.

- 8.3 During your period of absence we may request a formal welfare meeting with yourself. We will write to you before we hold a formal meeting and explain when, where, and why it is taking place. You must let us know as soon as possible if you can't attend and we will try to find a mutually acceptable alternative date.
- 8.4 At the welfare meeting, we will to discuss why you are off work, how long you expect to remain off work, and whether you are likely to be off work for the same reason in the future. We will also review medical evidence, and explore whether further reports are needed and if there is anything the Company can do to help improve your health and/or make it easier for you to attend work.
- 8.5 Should you be unable to return to work, you will be asked to attend another meeting. Our aim at this meeting will be to find out if the situation is expected to change, and we may have to give you notice of dismissal if it becomes clear you are unlikely to return to work.
- 8.6 You may face action Westgrove's disciplinary procedure if we conclude that you are not off work for a medical condition and you are unable to offer any other satisfactory explanation. This may lead to your dismissal for misconduct or gross misconduct.

8.7 **Your right to appeal**

You have the right to appeal if we dismiss you on the grounds of your long-term absence. To do this, you need to respond within a week of being told you have been dismissed by writing directly to whoever is named in the letter you received. In your response to that letter, you must explain exactly why you are appealing.

- 8.8 Wherever possible, the appeal hearing meeting will not be led by the manager who took the decision to dismiss you. Westgrove's final decision will be sent to you in writing and we try to do this within two weeks of the appeal hearing. You do not have any further right to appeal against your dismissal.

8.9 **Your right to be accompanied**

You have the right to take a colleague or a trade union representative with you to any formal meeting called under this procedure, including the appeal meeting. You should tell us as soon as possible who will accompany you and it is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work causes operational problems.



- 8.10 Your colleague or union representative can, if this is your preference, explain the key points of your case to the meeting and can respond on your behalf. You can also confer with them during the meetings. They must not however answer questions put directly to you or try to prevent Westgrove asking questions or outlining its arguments.

9 Other types of absence from work

9.1 Jury Service

If you are called for jury service, you must tell your manager as soon as possible. While you are on jury service, you will not be paid and should therefore claim all allowances made available by the court.



9.2 Other public duties

We will allow you time off to carry out duties in some public roles, including magistrate and school governor. As soon as you know what your duties are, and have dates for meetings you must attend, you should tell your manager so that we can plan for your absence from work. While carrying out these duties, we will not pay you for time taken off work.

9.3 Emergency time off to look after dependents

You may take reasonable time off work to deal with emergencies involving your dependants. We define a dependant as your spouse, civil partner, children (including adopted children), or a parent. Also included are other people who live in your household or anyone else who relies on you – for example, an elderly family member. You must follow the same procedure as for sickness leave, and contact your manager as soon as you know you will be taking time off.

- 9.4 We always consider the circumstances of each case to allow for some flexibility, but the time you take off must be both reasonable and necessary for you to deal with something immediately and/or respond to an emergency. Normally this means hours, or a maximum of one or two days, and this type of leave is not designed to provide care over the longer term.

- 9.5 We do not pay you when you take time off for dependants.

9.6 Other family related absences

We cover all other types of time off for family-related matters - including maternity, paternity, parental and adoption leave - in our separate Maternity and Family Friendly Policy.

9.7 Carrying out trade union duties

If you are elected as a trade union official, you are legally entitled to reasonable time off to fulfil your obligations and you will be paid at your full basic rate for all related absences during working hours. We will not pay you for duties carried out outside working hours.

POLICY 5 – PUNCTUALITY POLICY



1 About this policy

- 1.1 Colleagues will always be told what time they are required to report for work and are expected to make all reasonable efforts to arrive to work on time each day for their scheduled shift. Because of Westgrove's commitment to their business partners it will always take a serious view of lateness unless it is caused by circumstances beyond the colleague's control.

2 What should I do if I am late?

- 2.1 Colleagues must contact their Manager immediately if they are going to be late for their scheduled start time. Calling in late will not excuse the lateness and in the event that such behaviour is repeated, disciplinary action may be taken.
- 2.2 Punctuality is also regarded as one of the expected Company Codes of Conduct, failure to arrive on time for the scheduled shift will lead to a deduction in wages. For every 15 minutes late you will be deduct of your hourly rate. E.g if you arrive 20 minutes late you will be deduct for 30 minutes.

3 What if I am persistantly late

- 3.1 Please refer to the lateness procedure below for clarification of the process that will be followed to deal with any persistent and or unauthorised lateness.

In a 6 month period	Sanction	In a 12 month period	Sanction
3 occasions	1st Written Warning	4 occasions	1st Written Warning
4 occasions	Final Written Warning	5 occasions	Final Written Warning
5 occasions	Dismissal	6 occasions	Dismissal

4 How do I sign in and out?

- 4.1 Westgrove currently operates a time and attendance system (Connect) via the onsite landline on all contracts. This booking in and out process forms a vital part of the management of the business and is used not only to assess colleagues working time and pay but is also vital for Health and Safety reasons.
- 4.2 Every colleague is expected to sign in as soon as they arrive to start work and must sign out at the end of the working shift. All colleagues are expected to also adhere to individual site requirements regarding signing/clocking in and out procedures.
- 4.3 Failure to follow correct procedure for signing in and out may result in disciplinary action being taken against you, in line with Westgrove Company Procedure. Signing in and out for another person is a disciplinary offence and will be dealt with following the company disciplinary procedures.
- 4.4 Should any monies be paid incorrectly in relation to an overpayment due to falsification of the Company signing in and out procedure or other related procedures, the Company reserves the right, along with instigating the disciplinary procedures, to deduct monies owed from the employee's wages as soon after the event as is possible.

POLICY 6 – WHISTLEBLOWING POLICY

1 About this policy

- 1.1 This policy outlines what you should do if you suspect something happening at work is putting you or others in danger, or is illegal or unethical.
- 1.2 It applies to all employees, contractors, consultants, officers, interns, casual and agency workers. It does not form part of your contract of employment and can be amended at any time.



2 What is whistleblowing?

- 2.1 Our aim is to maintain the highest standards of integrity in everything we do, but all organisations can occasionally be affected by conduct that is dangerous, against the law or breaches ethical or professional codes. Should you have such concerns, we encourage you to report them immediately - this is called 'whistleblowing'. You can be assured that we will take your concerns seriously, they will be thoroughly investigated, and you can be confident there will be no reprisals.

2.2 The types of concerns you may want to raise with us by whistleblowing include:

- any activity you suspect is criminal
- any activity you suspect puts health and safety at risk
- any activity you suspect may damage the environment
- any activity you suspect is a miscarriage of justice
- any activity you suspect breaches our policy on bribery and corruption
- any failure to comply with legal or regulatory obligations
- any failure to meet professional requirements
- any attempt to conceal one or more of these activities.

2.3 Speak to your manager if you are not sure whether something you have become aware of is covered by this policy. Note that this policy does not cover anything to do with you personally — how other people are treating you, for example. For this, please refer to our policies on bullying and harassment and then to our grievance procedure for guidance on how to proceed.

3 How to raise a whistleblowing concern

3.1 In most cases, you should start by raising your concerns with your line manager, either face-to-face or in writing.

3.2 If you would prefer not to go to your manager, or your manager fails to address all your concerns, you should write to HR. You should also do this if your concerns are of a very serious nature.

3.3 Your letter should say that you are raising your concerns under this policy and then explain what they are. Include all the key facts, dates, and the names of the people involved.

3.4 You will be invited to a meeting to discuss your concerns, and you are entitled to be accompanied at this and any subsequent meetings by a colleague or trade union representative. If you bring a companion, you must both agree to keep your disclosures confidential before and after the meeting and during any investigation that may follow.

3.5 After the initial meeting, we will investigate your concerns and we may ask you to attend further meetings. To investigate properly, we may involve specialists with particular knowledge or experience of the issues you have raised.



- 3.6 You will be kept informed about how our investigations are progressing and how long they are likely to take. Sometimes, however, we may be unable to give you details about the investigation (or any action it leads to) as we need to protect confidentiality. We understand this may be frustrating and give you concerns about whether we have actually done anything, and if this happens, we will do our best to sit down with you and explain why we are acting in the way we are.
- 3.7 Your concerns will be addressed fairly, but we cannot guarantee the outcome of our investigations will be the one you want. If you are not satisfied with how we have conducted the investigations, you can take the matter to one of our board directors for further consideration.
- 3.8 Most concerns are raised with us in good faith, but occasionally someone makes a false allegation out of malice or because they believe they have something to gain. Anyone found doing this will face action under our disciplinary policy and may be dismissed for misconduct, or even gross misconduct.

4 Confidentiality and anonymity



- 4.1 There is a significant difference between wanting to keep your concerns confidential and making a disclosure anonymously. We actively discourage anonymous whistleblowing.
- 4.2 You are always encouraged to raise concerns openly, and if you prefer to do so in confidence, we will do all that we can to ensure your identity remains hidden. We may want to disclose your identity to people involved in the investigation, but will always discuss this with you first.
- 4.3 You are protected from reprisals under this policy (see paragraph 5), but if you are still worried, we encourage you to discuss this with us and we will explore how far we can go in keeping your concerns confidential.
- 4.4 Concerns raised anonymously are very difficult - and sometimes impossible - to investigate. We can't properly establish whether your allegations are credible without being able to ask you for more details or for clarification, and this makes it hard to reach an informed decision. This is why we urge you not to report matters anonymously.

5 How we protect whistleblowers

- 5.1 If you raise a concern in good faith under this policy, we will support you fully even if we find through our investigations that you made a mistake. However, if you feel you have been treated detrimentally as a result of raising a concern, you must tell us at once. First inform your manager and, if the matter remains unresolved, you must follow the formal process in our grievance procedure.

- 5.2 All whistleblowers are afforded the same protection, so you must not threaten others who have raised concerns. You may face disciplinary action if we find that you have.
- 5.3 You can seek further advice on whistleblowing, protecting confidentiality, and being protected from reprisals from the independent charity Public Concern at Work, which offers a confidential helpline on 020 7404 6609; www.pcaw.org.uk.

6 Taking your concerns outside the Company

- 6.1 This policy outlines the process for raising, investigating, and resolving wrongdoing within the workplace. It is rarely necessary – or, from our point of view, desirable – for anyone outside of Westgrove to become involved when a whistleblowing allegation is made.
- 6.2 In some exceptional circumstances, you may need to go to an external body - an industry regulator, for example - and the independent charity Public Concern at Work (contact details in paragraph 5.3) can direct you towards the appropriate regulator for the type of issue you want to raise.
- 6.3 This policy covers the actions of third parties such as suppliers, service providers, and clients, as well as our staff. Should you have concerns about a third party, you are encouraged to raise them with us before approaching anyone else. Your manager will be able to explain how you should proceed.
- 6.4 Alerting the media to a concern – particularly before or during an internal investigation – is almost never justified or appropriate in any situation. We strongly discourage you from doing so, and will treat any contact with the press as a serious disciplinary issue justifying dismissal unless exceptional circumstances exist. We would normally expect you to have taken all reasonable steps to deal with the matter internally or with an external regulator, and to have taken full advice from a lawyer or Public Concern At Work before being justified in approaching the press.

POLICY 7 – IT AND COMMUNICATIONS SYSTEMS POLICY

1 About this policy

- 1.1 Our IT and communications systems are intended to promote effective communication and working practices. This policy outlines the standards you must observe when using these systems, when we will monitor their use, and the action we will take if you breach these standards.



- 1.2 Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 1.3 This policy does not form part of any colleague's contract of employment and we may amend it at any time.

2 Equipment security and passwords



- 2.1 You are responsible for the security of the equipment allocated to or used by you, and you must not allow it to be used by anyone other than in accordance with this policy. You should use passwords on all IT equipment, particularly items that you take out of the office. You should keep your passwords confidential and change them regularly.
- 2.2 You must only log on to our systems using your own username and password. You must not use another person's username and password or allow anyone else to log on using your username and password.
- 2.3 If you are away from your desk you should log out or lock your computer. You must log out and shut down your computer at the end of each working day.

3 Systems and data security

- 3.1 You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).
- 3.2 You must not download or install software from external sources without authorisation from your manager. Downloading unauthorised software may interfere with our systems and may introduce viruses or other malware.
- 3.3 You must not attach any device or equipment including mobile phones, tablet computers or USB storage devices to our systems without authorisation from your manager.
- 3.4 We monitor all e-mails passing through our system for viruses. You should exercise particular caution when opening unsolicited e-mails from unknown sources. If an e-mail looks suspicious do not reply to it, open any attachments or click any links in it.
- 3.5 Inform your manager immediately if you suspect your computer may have a virus.



4 E-mail



- 4.1 Adopt a professional tone and observe appropriate etiquette when communicating internally or with third parties by e-mail.
- 4.2 Remember that e-mails can be used in legal proceedings and that even deleted e-mails may remain on the system and be capable of being retrieved.
- 4.3 You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate e-mails.
- 4.4 You should not:
 - send or forward private e-mails at work which you would not want a third party to read;
 - send or forward chain mail, junk mail, cartoons, jokes or gossip;
 - contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to others who do not have a real need to receive them; or
 - send messages from another person's e-mail address (unless authorised) or under an assumed name.
 - Do not use your own personal e-mail account to send or receive e-mail for the purposes of our business. Only use the e-mail account we have provided for you.
- 4.5 We do not permit access to web-based personal e-mail such as Gmail or Hotmail on our computer systems at any time due to additional security risks.

5 Using the internet

- 5.1 Internet access is provided primarily for business purposes. Occasional personal use may be permitted as set out in paragraph 6.
- 5.2 You should not access any web page or download any image or other file from the internet which could be regarded as illegal, offensive, in bad taste or immoral. Even web content that is legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.
- 5.3 We may block or restrict access to some websites at our discretion.

6 Personal use of our systems



- 6.1 We permit the incidental use of our systems to send personal e-mail, browse the internet and make personal telephone calls subject to certain conditions. Personal use is a privilege and not a right. It must not be overused or abused. We may withdraw permission for it at any time or restrict access at our discretion.
- 6.2 Personal use must meet the following conditions:
- it must be minimal and take place exclusively outside of normal working hours (that is, during your lunch break, and before or after work);
 - personal e-mails should be labelled “personal” in the subject header;
 - it must not affect your work or interfere with the business;
 - it must not commit us to any marginal costs; and
 - it must comply with our policies including the Equal Opportunities Policy, Anti-harassment and Bullying Policy, Data Protection Policy and Disciplinary Procedure.

7 Monitoring



- 7.1 Our systems enable us to monitor telephone, e-mail, voicemail, internet, [CCTV images] and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, your use of our systems including the telephone and computer systems (including any personal use) may be continually monitored by automated software or otherwise.
- 7.2 We reserve the right to retrieve the contents of e-mail messages or check internet usage (including pages visited and searches made) [and review and make use of CCTV images captured on our systems] as reasonably necessary in the interests of the business, including for the following purposes (this list is not exhaustive):
- to monitor whether the use of the e-mail system or the internet is legitimate and in accordance with this policy;
 - to find lost messages or to retrieve messages lost due to computer failure;
 - to assist in the investigation of alleged wrongdoing;
 - to assist in the effective resolution of disputes which arise in the course of disciplinary or grievance proceedings; or
 - to comply with any legal obligation.

8 Prohibited use of our systems

8.1 Misuse or excessive personal use of our telephone or e-mail system or inappropriate internet use will be dealt with under our Disciplinary Procedure. Misuse of the internet can in some cases be a criminal offence.

8.2 Creating, viewing, accessing, transmitting or downloading any of the following material will usually amount to gross misconduct (this list is not exhaustive):



- pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
- offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
- a false and defamatory statement about any person or organisation;
- material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Equal Opportunities Policy or our Anti-harassment and Bullying Policy);
- confidential information about us or any of our staff or clients (except as authorised in the proper performance of your duties);
- unauthorised software;
- any other statement which is likely to create any criminal or civil liability (for you or us); or
- music or video files or other material in breach of copyright.

POLICY 8 – HEALTH AND SAFETY POLICY

1 About this policy

- 1.1 The Health & Safety Policy, located in the H&S Manual at your location of worksets out our arrangements for ensuring we meet our health and safety obligations to colleagues and anyone visiting our premises or affected by our work.
- 1.2 The policy does not form part of any colleagues contract of employment and we may amend it at any time. We will continue to review this policy to ensure it is achieving its aims.

2 Your responsibilities

- 2.1 All staff share responsibility for achieving safe working conditions. You must take care of your own health and safety and that of others, observe applicable safety rules and follow instructions for the safe use of equipment.
- 2.2 You should report any health and safety concerns immediately to your manager.
- 2.3 You must co-operate with managers on health and safety matters, including the investigation of any incident.
- 2.4 Failure to comply with this policy may be treated as misconduct and dealt with under our Disciplinary Procedure.



3 Information and consultation

- 3.1 We will inform and consult your elected workplace safety representatives or directly with all staff regarding health and safety matters.

4 Training

- 4.1 We will ensure that you are given adequate training and supervision to perform your work competently and safely.
- 4.2 Staff will be given a health and safety induction and provided with appropriate safety training.

5 Equipment

- 5.1 You must use equipment in accordance with any instructions given to you. Any equipment fault or damage must immediately be reported to your line manager. Do not attempt to repair equipment unless trained to do so.



6 Accidents and first aid

- 6.1 Details of first aid facilities and the names of trained first aiders are displayed on the notice boards.
- 6.2 All accidents and injuries at work, however minor, should be reported to an appropriate supervisor or manager and recorded in the Westgrove Safety Management System.



7 Fire safety

- 7.1 In general, colleagues should seek to ensure good standards of housekeeping at all times. A clean and tidy workplace is less likely to be a source of fire. Any act or omission, which you believe may constitute a fire risk, should be immediately notified to your line manager or supervisor, who will take the appropriate action.
- 7.2 All colleagues should familiarise themselves with the fire safety instructions, which are displayed on notice boards and near fire exits in the workplace.
- 7.3 If you hear a fire alarm, you must follow the on-site fire procedures. If you are unsure of the on-site fire procedure you must seek advice from your line manager.

8 Risk assessments and measures to control risk

- 8.1 You must familiarise yourself with the on-site risk assessments and safe methods of working. These should be read and signed off to confirm you have understood them. These can be found in the H&S folder on your site.

POLICY 9 – DRESS CODE POLICY

1 About this policy

- 1.1 We encourage everyone to maintain an appropriate standard of dress and personal appearance at work. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:
 - promote a positive and professional image;
 - respect the needs of men and women from all cultures and religions;
 - make any adjustments that may be needed because of disability;
 - take account of health and safety requirements; and
 - help staff and managers decide what clothing it is appropriate to wear to work.



- 1.2 Managers are responsible for ensuring that this dress code is observed and that a common sense approach is taken to any issues that may arise. Failure to comply with the dress code may result in action under our Disciplinary Procedure.
- 1.3 This policy does not form part of any colleague's contract of employment and we may amend it at any time.

2 Appearance



- 2.1 While working for us you represent us with clients and the public. Your appearance contributes to our reputation and the development of our business.
- 2.2 It is important that you appear clean and smart at all times when at work, particularly when you may be in contact with clients, other business contacts or the general public.
- 2.3 All colleagues should wear smart business attire or full uniform where provided. Uniform provided must not be worn outside of the workplace except when travelling to and from site.
- 2.4 Colleagues in customer and public facing roles must cover up visible tattoos at all times, jewellery is limited to a wedding ring and wrist watch. Earrings are limited to one pair and facial or tongue piercings are not permitted.
- 2.5 You should not wear casual, gym or beach wear to work. This includes track suits, sweat-shirts, t-shirts or shorts, combat trousers, jogging bottoms, denim, or leggings. Clothing should not be dirty, frayed or torn. Tops should not carry wording or pictures that might be offensive or cause damage to our reputation. It is inappropriate to wear cut-off shorts, crop tops, see-through material or clothing that exposes areas of the body normally covered at work.
- 2.6 Safety footwear will be provided where necessary alternatively colleagues must wear sensible, dark coloured shoes, preferably black with a covered toe and none-slip sole. Trainers, stilettos and flip flops are not acceptable.
- 2.7 Colleagues must ensure that they always wear the relevant protective clothing when carrying out designated duties, personal protective equipment (PPE) must be worn and used in accordance with instruction.
- 2.8 Hair should be kept clean and presentable at all times and long hair should be tied back where necessary.
- 2.9 Make-up and perfume must be kept to a minimum and nail varnish is not permitted whilst on duty.

- 2.10 Westgrove will provide you with a uniform at no cost to you. However, should you leave Westgrove within your first 12 months of employment (either voluntarily or through dismissal) you will be charged for a percentage of the cost of your uniform which will be £150. Furthermore, should you leave the Company after 12 months of employment but fail to return your uniform you will be charged £100. These deductions will be made in your final wage.

3 Religious and cultural dress

- 3.1 You may wear appropriate religious and cultural dress (including clerical collars, suitable colour head scarves, skullcaps and turbans) unless it creates a health and safety risk to you or any other person or otherwise breaches this policy.
- 3.2 Where necessary we can give further information and guidance on cultural and religious dress in the workplace.
- 3.3 Priority is at all times given to health and safety requirements.

POLICY 10 – MOBILE PHONE POLICY

1 About this policy

- 1.1 Protecting Westgrove's data and confidential information at all times is of the utmost importance.
- 1.2 Personal use of mobile phones is not permitted during working hours for any purpose. This includes, but is not limited to, making and receiving personal calls, sending and receiving text messages, taking photographs and/or videos and social networking.
- 1.3 In such circumstances where it may be necessary for you to carry your personal mobile phone on you, you must seek prior approval from your Manager
- 1.4 Colleagues are only permitted to use mobile phones for personal use when on designated breaks.



2 Company mobile phones

- 2.1 Some employees may be provided with Company mobile phones. These are solely for business use.
- 2.2 All Company mobile phones are insured, however, where it is deemed that a loss or repair is your fault, you may be required to pay the insurance excess.
- 2.3 Company mobile phones must be returned in a good condition on termination of employment (howsoever caused), together with charger cables and any passcodes.

- 2.4 Company mobile phones must not be used for personal calls unless in an emergency and downloading data is strictly prohibited.

3 Breach of this policy

- 3.1 Colleagues who breach this policy may be subject to disciplinary action in accordance with our Disciplinary Procedure.

POLICY 11 – EQUAL OPPORTUNITIES POLICY

1 About this policy

- 1.1 All colleagues, consultants, officers, contractors, agency and casual workers are covered by this policy which commits the company to being an equal opportunity employer. It does not form part of the contract you have with us, but applies regardless of how long you have been with us.
- 1.2 You should read this policy in conjunction with our policy on harassment and bullying, and our grievance procedure. We reserve the right to amend this policy at any time.
- 1.3 All aspects of employment are covered by this policy. These include, but are not restricted to, the following:
- pay and conditions of employment
 - training and continuing professional development
 - recruitment processes
 - promotion policies
 - procedures for appraisals
 - procedures for addressing grievances and disciplinary matters
 - ending the employment contract
 - providing outgoing employees with references
 - how visitors are treated
 - how clients and suppliers are treated
 - how any other business contacts and associates are treated.



2 Our equal opportunities commitments and aims

- 2.1 We will not tolerate discrimination or harassment and are fully committed to promoting equal opportunities in employment. Our colleagues and anyone applying for a job with Westgrove will receive fair and equal treatment.
- 2.2 We ensure full access to everyone applying for a vacancy, and decisions concerning transfers and internal promotions are made so far as possible using only objective criteria.
- 2.3 We will never victimise anyone who makes a legitimate complaint if they, or somebody else, is being harassed or discriminated against.



3 How we define discrimination

- 3.1 The following list gives you a general description of the types of acts that may both breach this policy and be unlawful. Sometimes actions can be intentional, and sometimes unintentional and we include examples of both types in this list:
- when somebody is treated less favourably because of a protected characteristic than somebody else has been - or would have been - in identical circumstances, then this is direct discrimination. Rejecting a job applicant because of their beliefs would, for example, amount to direct discrimination.
 - when a group of people with one of the protected characteristics (subject to a couple of exceptions) is put at a disadvantage by a provision, practice or criteria applied to all staff, this is indirect discrimination
 - when a hostile, humiliating, degrading or similarly offensive environment is created in relation to a protected characteristic, this is harassment. We also consider it harassment for a worker to be subjected to uninvited conduct related to a protected characteristic that - as an intended or unintended consequence - violates their dignity. Name calling, lewd comments, excluding colleagues, making insensitive jokes, and displaying pornographic material are all examples of harassment. We deal in detail with harassment under our separate policy on harassment and bullying
 - when a worker has complained about harassment or discrimination, or supported a colleague in their complaint, it is victimisation if they are then treated less favourably.

3.2 The 'protected characteristics' are:

- age
- race (which includes colour and ethnic/national origin)
- disability
- religion or belief
- gender
- gender reassignment
- pregnancy or maternity
- sexual orientation
- marital or civil partner status.

3.3 There are other actions which are illegal under the equal opportunities legislation, and these are collectively labelled other acts. Examples include:

- instructing another person - or applying pressure on them - to discriminate
- knowingly assisting somebody else when they carry out a discriminatory act
- discriminating against somebody believed to have a protected characteristic, whether or not they actually do, or because they associate with a third party who does.

3.4 There are practices which, although they appear to breach the aims of this policy, are in fact justifiable on objective and operational grounds. These are called lawful practices. If you are not sure whether some aspect of workplace behaviour you have experienced or witnessed is discriminatory or a lawful practice, please ask your manager for clarification.



4 How we carry out our responsibilities and duties

4.1 Both management and staff are essential for ensuring the success of this policy and each has their own duties and responsibilities. We all have a legal responsibility to comply, and any of us - management and staff - may be found personally liable for unlawful discrimination if we breach the terms of the policy.

- 4.2 Overall responsibility for the effective implementation and operation of the policy lies with management, specifically with the board of directors. Everyone working at managerial level is expected to act in full accordance with this policy, lead by example, and attain and maintain appropriate standards of behaviour within the teams they manage.
- 4.3 The ethos and standards covered by this policy can only be achieved and maintained if all staff also co-operate fully, and it is important to understand that you also have a legal responsibility to comply. If you breach this policy, you may also make Westgrove liable for your actions and both of us may have to pay compensation to anyone who claims against us. We accordingly expect you to take personal responsibility for adhering to the policy's aims and commitments and for drawing any breaches to our attention.
- 4.4 We also encourage all colleagues to take part in promoting equal opportunities across Westgrove. Please contact your manager if you have any ideas about how we could do this better, or you would like to play a bigger role.

5 How we recruit, promote and make other selections



- 5.1 We carry out all recruitment, promotion and other types of selection procedures - such as for redundancy exercises - on the basis of merit using non-discriminatory and, as far as possible, objective criteria.
- 5.2 Advertisements for vacancies must not include wording that may discourage some groups of people from applying, or stereotype in any way, and they must be placed where they can reach as wide and diverse a pool of potential candidates as possible.
- 5.3 Nobody applying for employment with Westgrove must be asked about their health or whether they have a disability before a job offer is made, except in very limited situations. It may, for example, be justifiable to ask whether the applicant needs any disability-related measures put in place for the interview, or to check that they are capable of carrying out a key part of the job. It is acceptable to make some job offers dependent on a medical examination.
- 5.4 It is unlawful to ask job applicants anything that might suggest intent to discriminate on the grounds of a protected characteristic. Asking an applicant about their religion for a job entailing weekend working would not, for example, be permissible.
- 5.5 Including health or disability questions in equal opportunities monitoring exercises is acceptable, but the data gathered must not be used for selecting or other employment-related decisions.

- 5.6 We are required by Law to ensure that all employees are entitled to work in the U.K. Assumptions about immigration status should not be made based on appearance or apparent Nationality. All prospective employees, regardless of nationality, must be able to produce original documents (such as a Passport) before employment starts, to satisfy current immigration legislation. The list of acceptable documents is available from the Human Resources department or U.K visas and immigration.

6 How we enforce this policy and handle breaches

- 6.1 We investigate any complaint or allegation you raise regarding a potential breach of this policy, and if you believe you have been harassed or discriminated against you should contact your manager as soon as possible. If you want to take formal action, you will need to follow our grievance procedure and read our policy on harassment and bullying.
- 6.2 You will face disciplinary action if we find you have harassed or discriminated against anyone else in breach of this policy. Sometimes this type of behaviour may amount to gross misconduct, in which case you will be dismissed without notice and with no payment in lieu of notice.
- 6.3 Occasionally, people make complaints knowing them not to be true. They might do this to avoid or deflect disciplinary action, for example. We view any complaint made in bad faith as an act of misconduct and this will normally lead to disciplinary action. In exceptional cases, bad faith complaints can lead to summary dismissal for gross misconduct.

7 How we monitor whether the policy is working

- 7.1 We may record and analyse information about equal opportunities within the workplace, and when you join Westgrove we may gather and process this data about you in line with our Data Protection Policy. We use the information to make sure this policy is operating properly and refine it, to review the composition of the workforce, and to promote workplace equality.



POLICY 12 – GENERAL DATA PROTECTION REGULATION (GDPR)



1 About this policy

- 1.1 Westgrove takes the security and privacy of your data seriously. We need to gather and use information or 'data' about you as part of our business and to manage our relationship with you. We intend to comply with our legal obligations under the 2018 (the '2018 Act') and the EU General Data Protection Regulation ('GDPR') in respect of data privacy and security. We have a duty to notify you of the information contained in this policy.
- 1.2 This policy applies to current and former colleagues, workers, volunteers, apprentices and consultants. If you fall into one of these categories then you are a 'data subject' for the purposes of this policy. You should read this policy alongside your contract of employment (or contract for services) and any other notice we issue to you from time to time in relation to your data.
- 1.3 Westgrove has separate policies and privacy notices in place in respect of job applicants, customers, suppliers and other categories of data subject. A copy of these can be obtained from the HR Department.

POLICY 13 – ANTI-HARRASSMENT AND BULLYING POLICY



1 About this policy

- 1.1 All colleagues, consultants, officers, contractors, interns, volunteers, agency and casual workers are covered by this policy, which commits the company to providing a dignified and respectful working environment. It does not form part of the contract but applies regardless of how long you have been with us and may be amended at any time.
- 1.2 You should read this policy in conjunction with our policy on equal opportunities, and our grievance procedure. We reserve the right to amend this policy at any time. This policy will include sexual harassment, for which the Company will take all reasonable steps to prevent it happening in the first place.
- 1.3 This policy applies in the following contexts:

- anywhere on Westgrove's premises
- anywhere off Westgrove's premises during work-related business events
- anywhere off Westgrove's premises during work-related social events
- anywhere off Westgrove's premises during business trips.

1.4 Taking part in any of the following behaviour will be subject to disciplinary action under our disciplinary policy, and this may lead to your dismissal for misconduct or gross misconduct:

- harassing or bullying anyone else (as defined in sections 2 and 3 below)
- threatening anyone who raises a harassment or bullying complaint
- retaliating against anyone who raises a harassment or bullying complaint
- making allegations maliciously or in bad faith
- giving false or intentionally misleading information during any investigation.

1.5 Before you raise a complaint, you need to remember that Westgrove has a duty to protect all colleagues. That means that if you change your mind after complaining - even informally or in confidence - we may choose to investigate anyway, particularly if your allegation is serious. We will however not do so without talking to you first.

1.6 You should never be victimised or treated less favourably if you raise a harassment or bullying complaint, and you must inform your manager as soon as possible if you believe you have been subjected to this type of treatment.

2 What is harassment?

Our definition of harassment relates to behaviour connected to what is termed a 'protected characteristic' (please see our Equal Opportunities Policy for the definition of this phrase).

2.2 We define as harassment any situation where a worker is subjected to unwanted conduct that - as an intended or unintended consequence - violates their dignity in connection with a protected characteristic.

2.3 We also define as harassment behaviour that creates a hostile, humiliating, degrading or similarly offensive environment in relation to a protected characteristic.

Name calling, lewd comments, excluding colleagues, making insensitive jokes, and displaying pornographic material are all examples of harassment.

2.4 Harassment takes many forms, from relatively mild 'banter' to abuse or actual physical violence. Colleagues may not always realise that their behaviour constitutes harassment but they must recognise that what is acceptable to one person may not be acceptable to another.

2.5 Sexual harassment can happen to men, women and people of any gender identity or sexual orientation. It can be carried out by anyone of the same sex, a different sex or anyone of any gender identity. Examples are:

- making sexual remarks about someone's body, clothing or appearance
- asking questions about someone's sex life
- telling sexually offensive jokes
- making sexual comments or jokes about someone's sexual orientation or gender reassignment
- displaying or sharing pornographic or sexual images, or other sexual content
- touching someone against their will, for example hugging them

2.6 Physical, verbal and non-verbal conduct can all amount to harassment, and this policy covers isolated or ongoing incidents of offensive behaviour. When someone treats another person less favourably because they either submit to such behaviour or refuse to do so, that can also be interpreted as harassment.

2.7 Harassment can happen in person, online, in meetings, emails, social media or messaging tools and does not have to be aimed directly to one person.

2.8 In all cases, it is the impact on the victim that matters - whether the perpetrator intends to harass their victim is irrelevant.

3 What is bullying?



We define as bullying any behaviour that leaves the victim feeling isolated, intimidated, humiliated, vulnerable or otherwise upset. There is no need to demonstrate a connection with a protected characteristic to establish a bullying allegation.

3.2 As with harassment, physical, verbal and non-verbal conduct can all amount to bullying. It can take various forms, from extreme behaviour involving violence and intimidation through to subtle actions such as deliberate exclusion, eg 'sending someone to Coventry'.

3.3 If your manager or colleagues give you constructive criticism about your behaviour or performance, this does not amount to bullying. It is part of normal employment and management routine, and should not be interpreted as anything different.

3.4 Examples of bullying or harassment can include but is not limited to:

- Derogatory remarks
- Use of foul or abusive language
- Insensitive or offensive (including sexist, racist or ageist) jokes or pranks.
- Insulting or aggressive behaviour.
- Setting unrealistic deadlines
- Ignoring or excluding an individual
- Public criticism
- Humiliating or demeaning the individual.
- Substituting responsible tasks with menial or trivial ones.
- Withholding necessary information.
- Constantly undervaluing effort or preventing individuals progressing by intentionally blocking promotion or training opportunities.
- Cyber bullying by colleagues.
- Unwelcome sexual advances – touching, standing too close, the display of offensive materials, asking for sexual favours, making decisions on the basis of sexual advances being accepted or rejected
- Banter

4 How to prevent and deal with sexual harassment

Westgrove will not tolerate sexual harassment, including the misuse of power through seniority or influence.

4.2 Regular training will be provided to identify and prevent sexual harassment.

4.3 It is important to create a culture where colleagues feel comfortable to raise any issues or concerns about sexual harassment so Westgrove will carry out regular surveys.

4.4 A site sexual harassment risk assessment will be completed.

4.5 Colleagues should report any incidents of sexual harassment to their line manager, anonymously if necessary, and records of complaints will be logged with HR. Any formal complaints will be dealt with through the disciplinary procedure.

4.6 If a complaint is not upheld, they will not face any disciplinary action, as long as it was not done maliciously.

4.7 Everyone should be treated with respect, as sexual harassment is less likely to happen in an inclusive environment.

5 How to deal with harassment and bullying

5.1 Many issues can be resolved informally, and you should attempt to do this first if you believe you are being bullied or harassed. Start by speaking with whomever you feel is harassing or bullying you and explain that their behaviour is unwelcome, inappropriate, or it upsets you.

5.2 Sometimes it is difficult to speak with the perpetrator directly, in which case you should talk to your manager informally and in confidence. Should the issue be with your manager - or there's another reason you would prefer not to discuss it with them - you must instead speak to their line manager or the HR Department.

5.3 If resolving the issue proves impossible, you will need to follow our grievance procedure. We will treat your complaint in confidence, as far as is possible, and if we find that you have been the victim of harassment or bullying will take steps to stop it continuing or recurring.

5.4 Should we decide that your complaint cannot be substantiated, we will explain why. Either way, we will look at ways of addressing your relationship with the person you accused. We may for example change your work pattern or theirs, or suggest counselling or mediation.

6 Protecting confidentiality

6.1 Harassment and bullying allegations can raise strong feelings and are always serious, which is why both Westgrove and the accuser have an obligation to maintain confidentiality as far as possible. This applies at every stage, including the investigation and the result.

6.2 If you make a complaint of harassment or bullying and fail to maintain proper confidentiality at any time during the process, or you are interviewed in connection with someone else's complaint and likewise fail to maintain confidentiality, you may face action under our disciplinary procedure and this could lead to dismissal for misconduct or even gross Misconduct.

POLICY 14 – ANTI-CORRUPTION AND BRIBERY POLICY

1 About this policy

- 1.1 This policy outlines the responsibilities of Westgrove (and everyone who works for us) to adhere to the high standards we have set for conducting our business affairs. You will find specific guidance in this policy on recognising and addressing bribery and corruption, whether in the UK or overseas.
- 1.2 The policy applies to all colleagues, contractors, consultants, officers, interns, casual and agency workers, and anyone else under our control. It does not form part of your contract of employment and can be amended at any time.



2 Our commitment and your obligations

- 2.1 As a Company, Westgrove are committed to absolute integrity and fairness across all our operations and accordingly will not tolerate any activities involving bribery or corruption.
- 2.2 If you are employed or engaged by Westgrove, or in any other way under our control, you are obliged to take responsibility for preventing, detecting, and reporting anything you believe amounts, or could amount, to bribery or corruption.
- 2.3 You must report any conduct or activity that you suspect amounts to bribery or corruption to your manager or a Company director.
- 2.4 You can be confident that Westgrove will never penalise anyone who refuses to become involved in bribery or corruption or who flags up their concerns to us in good faith. Should you suffer any retributive treatment in this context, you must talk to your manager. You can raise the matter formally under our Grievance Policy if you are not satisfied that it has been resolved informally.

3 What is bribery?

- 3.1 We define bribery as a reward or inducement for acting improperly to gain an advantage, whether personal, commercial, or regulatory. You do not need to have actually given or received the reward or inducement for this process to amount to bribery.
- 3.2 A bribe does not need to involve the promise, or actual payment, of money - offering hospitality, entertainment or gifts can also be classed as bribery if the purpose is to exert influence.

3.3 You may face up to 10 years' imprisonment for offering, promising, giving, asking for, or accepting a bribe as this is a criminal offence. We may as a Company also face sanctions if we fail to stop bribery taking place. This can include an unlimited fine.

3.4 This list includes the most common actions we consider to be bribery, but it is not exhaustive. You must not become involved in any of them, or allow anyone else to become involved on your behalf. They are:



- promising, offering or giving money, hospitality or gifts in the expectation that you will receive a business advantage or because you have already done so
- accepting or giving hospitality or gifts in the course of commercial negotiations of any kind, including tender processes, if there is any doubt about whether doing so could have an impact on the outcome
- accepting money, gifts or hospitality from anyone you suspect is in return seeking a business advantage
- accepting hospitality that is excessively extravagant for the context in which it is offered
- offering gifts without your manager's express approval to government or other officials, political parties, and individual politicians
- receiving gifts without your manager's express approval from government or other officials, political parties, and individual politicians
- offering or receiving gifts in return for the faster or smoother conclusion of a routine transaction or process
- retaliating against or threatening anyone who refuses to bribe a third party
- retaliating against or threatening anyone who raises concerns under the policy
- taking part in any other activity or process that might otherwise breach this policy.

4 What is corruption?

4.1 We define corruption as the abuse of power, authority, or position in return for some personal advantage.

5 What is allowed?



- 5.1 Offering or receiving hospitality and entertainment from third parties is allowed under this policy provided that it is appropriate and reasonable in the circumstances and the purpose is to:
- build or maintain business relationships
 - enhance or maintain Westgrove's reputation
 - help market Westgrove's products and services more effectively.
- 5.2 You may also give and accept gifts, but only if you observe the following conditions:
- you have your manager's prior approval in every case
 - you are not giving or receiving the gift a bid to influence a business decision
 - you are not giving or receiving the gift as a reward for new business or retaining existing business
 - you are not giving or receiving the gift in return for any other benefits or favours
 - you are giving the gift on behalf of Westgrove and not in your own name
 - you are not giving cash or any kind of cash equivalent, such as vouchers
 - your gift is appropriate for the context - eg, a small gift offered at Christmas
 - your gift is not given in secret
 - your action complies with local laws.
- 5.3 It is generally acceptable to give or receive low-value business-related gifts, eg branded umbrellas.
- 5.4 You can reimburse a third party for business-related expenses - the costs of attending a meeting, for example - and you can also accept a third party's offer to pay your expenses. Although this does not normally constitute bribery, any payment made or received that exceeds reasonable or genuine business expenses is not acceptable. An example would be payment for an extended stay in a hotel before or after business had been concluded.

6 What are kickbacks and facilitation payments?

- 6.1 Westgrove never makes or receives kickbacks or facilitation payments as defined below.
- 6.2 We define kickbacks as payments made in return for a business advantage or favour.
- 6.3 We define facilitation payments as unofficial payments, usually small, made to speed up or smooth out a routine process or activity. They are sometimes described as 'back-handers', and recipients typically include government or other officials.
- 6.4 You must avoid being put in a position where you might be asked to make or accept a kickback or facilitation payment on Westgrove's behalf. You must also avoid being put in a position from where it could be inferred that such a payment was available.
- 6.5 If anyone asks you to make a payment on behalf of Westgrove, you must consider carefully whether what is being asked for is in proportion to the goods or services involved. Always ask for a receipt, and if you have any concerns you must discuss them with your manager without delay.

7 Keeping records

- 7.1 You must keep written records of any gifts or hospitality you have given or received, and declare these. All associated expenses claims must give full details of the reason for the expenditure and be submitted to Westgrove using the process laid out in our expenses policy.
- 7.7 Invoices and other records relating to third-party dealings, including those with customers and suppliers, must be accurate and complete. You must never maintain 'off-book' accounts to conceal or facilitate payments of any kind.



POLICY 15 – COMPASSIONATE LEAVE POLICY



1 About this policy

- 1.1 Compassionate leave is designed to help you cope with the death of a close relative, deal with necessary arrangements and attend their funeral. It may also be granted where a close relative is seriously or critically ill.
- 1.2 This policy does not form part of any colleague's contract of employment and we may amend it at any time.

2 Entitlement

- 2.1 Upon the death of an immediate family member, Westgrove policy allows for paid absence of up to 5 days. An immediate family member is defined as spouse, son, daughter, step child, adopted child mother, father, brother, sister, step mother, step father, grandparent, grandparent in law, grandchild or any long-term partner living with you. This paid absence is at the discretion of your manager. Upon the death of a non-immediate family member, Westgrove policy allows for 1 day's paid absence. A non-immediate family member is defined as brother in law, sister in law, mother in law, father in law, auntie, uncle, etc. This paid absence is at the discretion of your manager.
- 2.2 We may exercise our discretion to grant a period of compassionate leave in respect of any other relative or close friend, depending on the circumstances of each case.
- 2.3 If you are still unable to return to work following an authorised period of compassionate leave you should contact your manager. It may be appropriate to take a period of annual leave, subject to your manager's approval, or we may at our discretion grant you further unpaid leave in those circumstances.

3 Requesting compassionate leave

- 3.1 We recognise that it may not always be possible to request compassionate leave in advance. However, where it is possible, you should make a request to your manager. You should tell them the reasons for your request and the number of days leave you would like to take.
- 3.2 Where it is not possible to request leave in advance you should contact your manager as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Someone can do this on your behalf if necessary.

POLICY 16 – SUBSTANCE MISUSE POLICY

1 About this policy



- 1.1 We are committed to providing a safe, healthy and productive working environment. This includes ensuring that all colleagues are fit to carry out their jobs safely and effectively in an environment which is free from alcohol and drug misuse.
- 1.2 The purpose of this policy is to increase awareness of the effects of alcohol and drug misuse and its likely symptoms and to ensure that:
 - All colleagues are aware of their responsibilities regarding alcohol and drug misuse and related problems.
 - Colleagues who have an alcohol or drug-related problem are encouraged to seek help, in confidence, at an early stage.
 - Colleagues who have an alcohol or drug-related problem affecting their work are dealt with sympathetically, fairly and consistently.
- 1.3 This policy is not intended to apply to “one-off” incidents or offences caused by alcohol or drug misuse at or outside work where there is no evidence of an ongoing problem, which may damage our reputation, and which are likely to be dealt with under our Disciplinary Procedure.
- 1.4 We will not accept colleagues arriving at work under the influence of alcohol or drugs, and/or whose ability to work is impaired in any way by reason of the consumption of alcohol or drugs, or who consume alcohol or take drugs (other than prescription or over the counter medication, as directed) on our premises.
- 1.5 This policy covers all colleagues, officers, consultants, contractors, casual workers and agency workers.
- 1.6 This policy does not form part of any colleagues contract of employment and we may amend it at any time.

2 Personnel responsible for this policy

- 2.1 Our board of directors (the board) has overall responsibility for the effective operation of this policy but has delegated day-to-day responsibility for overseeing its implementation to Head of Health & Safety & Compliance.
- 2.2 All managers have a specific responsibility to operate within the boundaries of this policy, to ensure that all colleagues understand the standards of behaviour expected of them and to take action when behaviour falls below its requirements.

2.3 Managers will, if appropriate, be given training in:

- The nature and causes of alcohol and drug problems.
- The effect of alcohol and drug misuse on workplace safety and performance.
- The assistance that can be provided by Occupational Health or outside agencies.

3 Identifying a problem

- 3.1 If you notice a change in a colleague's pattern of behaviour you should encourage them to seek assistance through their manager or the Human Resources Department. If they will not seek help themselves you should draw the matter to the attention of your manager. You should not attempt to cover up for a colleague whose work or behaviour is suffering as a result of an alcohol or drug-related problem.
- 3.2 If you believe that you have an alcohol or drug-related problem you should seek specialist advice and support as soon as possible.

4 Alcohol and drugs at work

- 4.1 Misuse of alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making and increased health and safety risks for you and other people. Irresponsible behaviour or the commission of offences resulting from the misuse of alcohol or drugs may damage our reputation and, as a result, our business.
- 4.2 You are expected to arrive at work fit to carry out your job and to be able to perform your duties safely without any limitations due to the use or after effects of alcohol or drugs (whether prescribed, over the counter or illegal).
- 4.3 You should not drink alcohol during the normal working day, at lunchtime, at other official breaks and at official work-based meetings and events. Drinking alcohol while at work without authorisation or working under the influence of alcohol may be considered gross misconduct.
- 4.4 You must comply with drink-driving laws and drug-driving laws at all times. Conviction for drink-driving or drug-driving offence may harm our reputation and, if your job requires you to drive, you may be unable to continue to do your job. Committing a drink-driving or drug-driving offence while working for us or outside working hours may lead to action under our Disciplinary Procedure and could result in dismissal.
- 4.5 If you are prescribed medication you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified or you should be temporarily reassigned to a different role. If so, you must tell your line manager without delay.

5 Searches

- 5.1 We reserve the right to conduct searches for alcohol or drugs on our sites, including, but not limited to, searches of lockers, filing cabinets and desks, bags, clothing, packages.
- 5.2 Any alcohol or drugs found as a result of a search will be confiscated and action may be taken under our Disciplinary Procedure.



6 Alcohol and drug screening – Colleagues working within aviation only

- 6.1 All colleagues who work within an aviation environment and work both air/landside in cases where there is reasonable cause to suspect that an individual's performance is impaired as the result of alcohol or drug misuse will be asked to participate in a drug screening programme.
- 6.2 The airport may operate a rolling programme of random alcohol and drug testing.
- 6.3 Alcohol and drug screening will be conducted by an external provider. Arrangements will be discussed with affected members of colleagues at the start of each screening programme.

7 Managing suspected substance misuse

- 7.1 Where a manager considers that a deterioration in work performance and/or changes in patterns of behaviour may be due to alcohol or drug misuse they should seek advice and assistance from Human Resource Department.
- 7.2 If your manager has reason to believe that you are suffering the effects of alcohol or drugs misuse, they will invite you to an investigatory interview. The purpose of the interview is to:
 - discuss the reason for the investigation and seek your views on, for example, the deterioration of your work performance and/or behaviour; and
 - where appropriate, offer to refer you to Occupational Health for medical and/or specialist advice.
- 7.3 If you arrive at work and a manager reasonably believes you are under the influence of alcohol or drugs, they shall immediately contact Human Resources and an investigation can be undertaken.
- 7.4 If you agree to be referred to the Occupational Health Department your manager will request an urgent appointment.
- 7.5 Occupational Health may ask for your consent to approach your GP for advice. A report will be sent to your manager who will then reassess the reasons for their investigatory meeting with you and decide on the way forward.

- 7.6 If, as the result of the meeting or investigation, your manager continues to believe that you are suffering the effects of alcohol or drugs misuse and you refuse an offer of referral to [the Occupational Health Department or] appropriate treatment providers the matter may be dealt with under our Disciplinary Procedure.

8 Providing support

- 8.1 Alcohol and drug-related problems may develop for a variety of reasons and over a considerable period of time. We are committed, in so far as possible, to treating these problems in a similar way to other health issues. We will provide support where possible with a view to a return to full duties. This may include:



- Referral to appropriate treatment providers, where necessary in conjunction with your GP.
- Time off work to attend treatment [and recognition of any periods of absence for such treatment as periods of sickness absence].
- Adjusting your duties or other support [as recommended by [the Occupational Health Department or] your GP or specialist] during treatment and for an agreed period thereafter, subject to operational requirements and feasibility.

- 8.2 If you do not finish a programme of treatment, or your recovery and return to work does not go as planned, [your manager OR the Human Resources Department] will meet with you to decide what further action if any should be taken.

9 Confidentiality

- 9.1 We aim to ensure that the confidentiality of any member of colleagues experiencing alcohol or drug-related problems is maintained appropriately. However, it needs to be recognised that, in supporting colleagues, some degree of information sharing is likely to be necessary.
- 9.2 If you seek help with an alcohol or drug-related problem directly from Human Resources and you wish to keep matters confidential from your manager and colleagues, this will be respected unless there is reason to believe that this could put you, your colleagues or anyone else at risk or carries some other material risk for the business. In those circumstances the HR Department will encourage you to inform your manager and will give you sufficient time to do so before discussing the matter with them.

10 Performance and disciplinary issues

- 10.1 If you agree to undertake appropriate treatment and/or rehabilitation for an acknowledged alcohol or drug-related problem, we may decide to suspend any ongoing disciplinary action against you for related misconduct or poor performance, pending the outcome of the treatment.

- 10.2 Our intention is to support all colleagues with alcohol or drug-related problems to regain good health. Depending on the progress made on the course of treatment, any disciplinary action may be suspended for a specified period, discontinued or restarted at any time as we see fit.

POLICY 17 – SMOKING POLICY

1 About this policy

- 1.1 We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all workers, service users, customers and visitors from exposure to smoke.
- 1.2 All of our workplaces (including our vehicles) are smoke-free in accordance with the Health Act 2006 and associated regulations. All staff and visitors have the right to a smoke-free environment.
- 1.3 This policy does not form part of any colleague's contract of employment and it may be amended at any time.



2 Where is smoking banned?

- 2.1 Smoking is not permitted anywhere in our workplace. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.
- 2.2 Anyone using our vehicles, whether as a driver or passenger, must ensure the vehicles remain smoke-free.

3 Where is smoking permitted?

- 3.1 You may only smoke in the designated smoking area and during scheduled breaks. When smoking outside, you must be out of sight of clients, in a designated smoking area and dispose of cigarette butts and other litter appropriately. Please refer to site specific procedures in relation to permitted smoking areas.

4 Breaches of the policy

- 4.1 Breaches of this policy by any colleague will be dealt with under our Disciplinary Procedure and, in serious cases, will be treated as gross misconduct leading to summary dismissal.
- 4.2 Smoking in smoke-free premises or vehicles is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

POLICY 18 – SOCIAL MEDIA POLICY



1 About this policy

- 1.1 This policy explains your responsibilities when you use social media, both on Westgrove premises and in your own time.
- 1.2 It applies to all colleagues and to anyone else working for Westgrove. It does not form part of your contract of employment and can be amended at any time.
- 1.3 Your use of social media may, along with your wider use of Company IT resources, be monitored to make sure you are complying with this policy. Whenever you use our IT resources and systems, you understand that we may monitor your activities in line with our Data Protection Policy.
- 1.4 If you breach this policy you may face action under our disciplinary procedure. We may require you to remove any social media content that in itself breaches this policy and may invoke the disciplinary procedure if you fail to do so. In addition, you could face legal proceedings if comments you post about Westgrove or named individuals are found to have harmed their reputation.

2 What is social media?

- 2.1 We define social media as websites and applications that allow users to create and share content and/or take part in online networking. Sites include but are not limited to:
 - Facebook - Twitter - LinkedIn - YouTube
 - Google+ - Instagram - Pinterest - Reddit
- 2.2 This policy also covers personal blogs, any posts you might make on other people's blogs, and to all online forums and notice boards.

3 Using social media at work

- 3.1 You must not use Company IT resources to access social media unless you need to do so as part of your job. You also must not use your own IT equipment - your personal phone, for example - to access social media during working hours.
- 3.2 You must not post personal content on any Westgrove social media account you are authorised to use. These accounts belong to us, and your access will be stopped if you abuse this policy in any way. If you leave Westgrove your access will also be stopped and we will ask for your user names and passwords. We may also ask for them at any other time and in either case you must supply them on request.



4 Your responsibilities when using social media



- 4.1 Always identify yourself and make it clear your opinions are your own and you are not speaking on Westgrove's behalf. You might consider doing this in a disclaimer.

Use a personal email address, not your Westgrove email address, and do not create a social media account that could be mistaken for a corporate account we have set up, or could set up.

- 4.2 It is your duty to protect Westgrove's interests and you must not publish anything that could directly or indirectly damage these or compromise our reputation. You must never speak on Westgrove's behalf on social media unless authorised to do so and you must always make sure anything you do post is accurate and lawful. Always get your colleagues' permission before posting images of them or any of their personal details.
- 4.3 You must take personal responsibility for your social media content. If you can be identified as working for Westgrove, you must make sure your profiles, and anything you post, are congruent with how we expect you to present yourself to business associates and colleagues. Be mindful that even if you do not name us as your employer, people who know you and where you work may still make an unwelcome association with Westgrove. If you are in any doubt about what is and is not acceptable, please talk to your manager.
- 4.4 You must always show respect to others when using social media. You must never criticise Westgrove, our clients, suppliers, business associates, your colleagues or anybody else you come into contact with professionally. Our other policies - in particular those covering harassment and bullying and equal opportunities - give guidance on the type of behaviour we consider unacceptable in the workplace, and we expect you to maintain the same high standards when using social media. Specifically, we will not tolerate any of the following:
- abusive or threatening language
 - sexually explicit language
 - unlawful or disrespectful comments
 - false or misleading statements
 - impersonating your colleagues or third parties
 - inciting somebody to commit a crime.

If another Company colleague is bullying, harassing or victimising you using social media, you must follow the process laid out in our harassment and bullying policy

You are obliged to respect Westgrove confidentiality at all times and not to use social media to comment on sensitive business matters, including - but not restricted to - the following:

- our intellectual property
- our trade secrets
- our current or future trading performance
- any information intended for internal use only
- anything else that is not already in the public domain.



We also insist that you never use our logo, trademark, or other corporate artwork in anything you post or as part of any of your social media profiles.

- 4.5 You must remain aware at all times of the public nature of social media. Even content posted on a restricted forum can quickly be shared across other social media and you must assume that anything you publish anywhere will sooner or later reach the public domain. When you share content posted by others, remember that you may be seen as giving tacit approval to opinions that could bring the Company into disrepute.
- 4.6 You must never air grievances about Westgrove or any of its activities on social media. You should use our internal process if you want to make a complaint, raising it first with your manager. If the issue remains unresolved, you must then follow the formal grievance procedure.

5 Other social media guidance

- 5.1 Always respect copyright and always check whether or not a third party's content is protected before you reuse or re-post it.
- 5.2 You are not allowed to add the details of business contacts you make while at work to any of your personal social media accounts.
- 5.3 You should contact your manager if you find anything posted to a social media site that breaches this policy or otherwise brings Westgrove into disrepute.



POLICY 19 – CCTV POLICY

1 About this policy

- 1.1 On some of our sites it is a requirement that CCTV systems are monitored by our colleagues. The CCTV systems are owned by the owner of the Shopping Centre these are known as 'Data Controllers'. Any colleagues monitoring members of the public through the CCTV system must hold a valid Public Surveillance System (PSS) Licence. Any person found to be operating a CCTV system without a valid PSS licence will be subject to disciplinary action. All those operating and monitoring CCTV systems must be familiar with site procedures and/or the CCTV Procedures Manual.
- 1.2 Any employee found to be removing data and/or recording data on any device without permission will be subject to disciplinary action in accordance with Gross Misconduct.
- 1.3 All subject access requests for data must be referred to the data controller and not released without permission.

POLICY 20 – ANTI-SLAVERY AND HUMAN TRAFFICKING POLICY

1 Policy statement

- 1.1 Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery

and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

- 1.2 We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our disclosure obligations under the Modern Slavery Act 2015. We expect the same high standards from all of our contractors, suppliers and other business partners, and as part of our contracting processes, we include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.
- 1.3 This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Responsibility for the policy

- 2.1 The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.
- 2.2 The Head of Health & Safety & Compliance has primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in countering modern slavery.
- 2.3 Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it and the issue of modern slavery in supply chains.
- 2.4 You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries are encouraged and should be addressed to the Head of Health & Safety & Compliance.



3. Compliance with the policy

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

- 3.3 You must notify your manager as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future.
- 3.4 You are encouraged to raise concerns about any issue or suspicion of modern slavery in any parts of our business or supply chains of any supplier tier at the earliest possible stage.
- 3.5 If you believe or suspect a breach of this policy has occurred or that it may occur you must notify your manager as soon as possible. You should note that where appropriate, and with the welfare and safety of local workers as a priority, we will give support and guidance to our suppliers to help them address coercive, abusive and exploitative work practices in their own business and supply chains.
- 3.6 If you are unsure about whether a particular act, the treatment of workers more generally, or their working conditions within any tier of our supply chains constitutes any of the various forms of modern slavery, raise it with your manager.
- 3.7 We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. We are committed to ensuring no one suffers any detrimental treatment as a result of reporting in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of our own business or in any of our supply chains. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the compliance manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

4. Communication and awareness of this policy

- 4.1 Training on this policy, and on the risk our business faces from modern slavery in its supply chains, forms part of the induction process for all individuals who work for us, and regular training will be provided as necessary.
- 4.2 Our zero-tolerance approach to modern slavery must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and reinforced as appropriate thereafter.



5. Breaches of this policy

- 5.1 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.
- 5.2 We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

