

C2*i*

**Company
Handbook**

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1. COMPANY HISTORY

C2 was formed in January 2002 when the company acquired the Water Witch pub and restaurant in Lancaster. Following a major overhaul of the venue's bar and restaurant area, the Water Witch went on to win numerous local and national awards before being sold to Mitchells of Lancaster in 2006.

C2 Comprises of:

The Sun Hotel (Lancaster)
Lancaster Brewery
The Mill at Ulverston

The Duke of Edinburgh Hotel (Barrow in Furness)
The Palatine (Morecambe)
Molinari's – Lancaster

The Sun Hotel

In 2003 C2 purchased a tired ramshackle 'back street' Lancaster boozier called The Sun Hotel. During a two year period, the Sun was extended into the next door building, completely refurbished from the cellar up and introduced 16 en-suite bedrooms. Since 2003 the Sun has won over a dozen local and national awards, and is generally regarded as the most consistently busy pub in Lancaster

The Duke of Edinburgh Hotel

In 2006 C2 bought an extremely run-down collection of bricks known in Barrow-In-Furness as the Duke of Edinburgh Hotel. Following almost three years of continual development, the Duke is now a booming 34 bedroom boutique hotel/bar with a busy cask ale bars, restaurant and large banqueting room.

Lancaster Brewery

In 2007 C2 took control and overall ownership of Lancaster Brewery. For the last two years, Lancaster Brewery has been the fastest growing brewery in the UK, now selling its beer across the UK, Europe and the USA. Focussed on quality ingredients, contemporary branding and brewing excellence – the brewery has steadily built up a large and loyal customer base across the country.

The Palatine

In 2008 C2 bought a small, old fashioned Morecambe pub called the Palatine. Enjoying fantastic views across Morecambe Bay and a superb position on the promenade, the pub has been thoroughly modernised and is now a stylish and contemporary cask ale bar serving huge quantities of beer, wine and food to both local regulars and tourists.

The Mill at Ulverston

In 2009 C2 bought a large and largely ignored pub/restaurant in Ulverston. The Mill at Ulverston is now a stunning gastro pub with cask ale bar, restaurant, separate lounge bar area and sizeable outside terrace.

Molinari's –Lancaster

Run as a joint venture between the Molinari family and C2 since February 2012. This well established restaurant is renowned for its truly superb Italian food, great atmosphere and wonderful service.

1.1 Welcome on Board

We are very pleased to be introducing this handbook to you and we hope that you will read it carefully, whether you have just joined us or you have been with us for some time.

The handbook is designed to give you details of the processes, company operating practices and procedures we have in place and to help you and the expectations we, and our customers have of our businesses through providing, good food, a family friendly environment and great service. It also acts as a reference book when you need to know details of your terms and conditions of employment, and other employment information.

You will find the people in our company are friendly and that a pleasant atmosphere exists here. There is willingness to give and take, to look at the others point of view and to apply common sense, good judgement, and honesty to whatever issues arise in our day-to-day work.

Our staff are our most important asset and we greatly value the contribution you make to the business.

1.2 Terms and Conditions

A condition of your employment with C2 Investment Limited is that we are able to satisfy ourselves regarding your employment history and obtain satisfactory references.

In line with statutory requirements you will be asked to provide proof of entitlement to live and work in the United Kingdom. If you are a UK passport holder, have a passport of another country in the European Economic Community or hold some other entitlement to live and work in the United Kingdom, we will need to see documentary evidence of this when you join. If you do not hold a passport, we will be required to see your birth certificate and verification of your national insurance number.

If you do not have the right to live and work in the United Kingdom, then a Work Permit is required before you can be employed.

2. EMPLOYEE ENTITLEMENTS

2.1 Annual Holidays & Procedures

The holiday year runs from 1st February to 31st January of the following year.

Salaried Staff (monthly Paid)

Annual holiday entitlement is shown on the individual Contract of Employment, Main Terms of Employment and is currently 5.6 weeks per annum inclusive of bank/public holidays

All periods of annual holiday must be authorised in advance by your Line Manager or a person designated by your Line Manager. Employees must not make firm holiday arrangements prior to receiving confirmation that their request has been authorised.

Holiday Authorisation Procedures

A completed Holiday Request Form for all holiday entitlement must be passed to management for authorisation before any holidays are booked. For holidays of less than one week in length holiday requests are required to be submitted to management at least one week prior to the commencement of the holiday start date.

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

Any holidays taken over and above your holiday entitlement will be unpaid.

Employees who take unauthorised annual holiday may be subject to disciplinary action.

As per Working Time Regulations, employees must now take all of their statutory holidays each year and cannot carry over untaken holidays or exchange any holiday entitlement for pay.

Employees who are absent from work because of sickness immediately prior to a period of authorised annual holiday, and whose incapacity extends into the authorised annual holiday period, may be permitted to delay the period of annual holiday until a later time. Employees taking advantage of this facility are required to submit a further annual holiday request in respect of the new period of annual holiday.

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

New Employees

During the first year of employment annual holiday entitlement is calculated on a pro-rata basis. . If a new employee has not accrued sufficient holiday entitlement at the time of taking a holiday or during any shutdown period, holidays will be taken unpaid.

Part-Time Staff

Entitlement for part-time employees is calculated on average hours worked if these differ from an individual's contracted hours.

Leavers

In the event of termination of employment, employees will be entitled to holiday pay calculated on a pro-rata basis in respect of all annual holiday already accrued but not taken at the date of termination of employment or be required to take any outstanding holiday as part of the notice period.

If on termination of employment an employee has taken more annual holiday entitlement than he or she has accrued in that holiday year, an appropriate deduction will be made from the employee's final payment.

Weekly Paid Staff

Holiday pay is calculated on hours worked, and paid weekly in arrears unless advised otherwise advised.

3. SICK PAY ENTITLEMENT & REPORTING PROCEDURES

3.1 Statutory Sick Pay

Employees who are absent because of sickness will normally be entitled to receive Statutory Sick Pay (SSP) from the Company.

SSP is not normally payable for the first 3 days of sickness absence, unless the employee has been absent and in receipt of SSP within the previous eight weeks. Thereafter the Company will normally pay SSP at the statutory rate in force for a maximum of 28 weeks.

In order to qualify for SSP the employee must comply with all Company procedures relating to the notification and certification of absence. Certain employees are excluded from the SSP scheme, e.g. employees who do not earn enough to pay National Insurance Contributions.

If an employee has more than one job, entitlement to SSP for each job depends on how the Class 1 National Insurance Contributions on earnings is worked out.

The rules of the Company sick pay scheme do not imply that termination of employment may not take place prior to the payment of Company sick pay being exhausted.

3.2 Reporting Procedures

An employee who is unable to attend work due to ill health is required to observe the following procedure:

Day 1 of Absence

1. Report absence and reasons as soon as possible but within 2 hours of your normal start time to your Line Manager/Duty Manager.
2. Notification should be **made personally** wherever possible, and by telephone, *text messages are not acceptable*.
3. At the same time, indicate the expected date of return to work.

If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.

Return to Work (Within 7 Days)

1. Complete a Self Certified Sick Absence Form.
2. Your Manager will authorise whether the absence is paid or unpaid.

Continuous Absence (8 Continuous Days or More)

1. The employee is required to see his/her Doctor and obtain a Doctor's Certificate.
2. The employee completes the employee's section of the form, which should then be posted or handed in to the place of work as quickly as possible.
3. The employee should advise of the expected date of return to work, if possible.

Subsequent Days of Absence

1. Obtain and forward additional Doctor's Certificate to cover the continuing period of absence and ensure these are forwarded as before.
2. Keep your Manager informed regarding expected date of return to work. **Employees are required to personally confirm their "return back date," the day before.**

Notes:

1. The "days" referred to above are sequential calendar days and include weekends e.g. an employee whose first day of absence falls on a Wednesday must produce a Doctor's Certificate unless he/she returns to work on the following Wednesday at the latest.
2. The fact that a Doctor's Certificate is not required until the eighth day of absence does NOT mean that a Doctor may not be consulted before then. A Doctor may be consulted from the first day of absence if appropriate.
3. Observance of the above reporting and certification requirements is essential for Statutory Sick Pay to be paid in accordance with entitlement.
4. The Reporting and Certification Procedure must be followed whether or not an employee is entitled to Statutory Sick Pay.
5. Follow-up action will be initiated by The Employer where there is a gap between any of the certificates (Employee/Doctor's) covering the absence;

The Disciplinary Procedure will be used if it is necessary to inform the employee that the frequency and/or duration of sick leave are becoming too much for the Company to sustain.

Untrue Claims

An employee, who is found after investigation, knowingly to have made an untrue claim with regard to absence due to sickness, will be treated in accordance with the Disciplinary Procedure.

33 Medical Reports of Examinations

Should frequent short term absences or long term illness be considered to affect normal duties that you are expected to undertake, it may be necessary from time to time for the Company to obtain a medical report from an employee's Doctor in order to gather further information about the employee's medical condition and its probable effect on future attendance at work or ability to do the job.

Therefore the Company reserves the right to ask for permission to contact your doctor. You will be informed of your rights under the Access to Medical Reports Act 1988.

Staff Seeking To Return To Work before Expiry of Medical Certificate

When an employee has been absent on sick leave for more than 7 calendar days, and has therefore submitted a Medical Certificate from a Doctor, the employee should not subsequently return to work until the date for return specified on the Medical Certificate.

If the employee feels that he/she is fit for work before the date specified, then the correct procedure is for the employee to return to the Doctor to obtain a ***fit to return to work note***.

The above provision arises from notification from the Company's Insurers that if an employee returned to work before the expiry of the Medical Certificate and an accident occurred as a result of the employee being unfit for work, complications could arise with the Company's Liability Insurance, since it would be within the law for the Insurers to refute liability on a claim arising in such a situation.

It is not open to the Company simply to notify the employee that there would be no Employer's Liability cover until the Medical Certificate expired, provision of such cover being statutory requirement under Health & Safety at Work legislation.

3.4 Long Term Sickness

Any employee unfortunate enough to be absent through long-term illness will be treated with sympathy and consideration bearing in mind the following factors:

- the nature of the job;
- the length of absence;
- the likely prospects of recovery and return to work;
- the company need for the work to be done.

If the prolonged absence is making it impossible to organise the business effectively, a decision may have to be made with regards to the continuation of employment. Before such a final decision is taken, the matter will be investigated fully and will consider:

- consulting with the employee;
- consulting with the employee's doctor;
- consulting with an independent medical practitioner where appropriate;
- the availability of alternative employment;
- the Company reserves the right to request an employee in any of the above circumstances to undergo a private medical examination arranged and paid for by the Company.

4. FAMILY FRIENDLY POLICIES

Statutory Rights

It is not possible to set out here your full statutory maternity, paternity, adoption and parental rights. Below is a summary of the main provisions. You are advised to study the relevant statutory provisions in more detail and if you have any queries at all to contact *Head Office*.

If the law changes or there is an inconsistency between this document and your statutory rights, your statutory rights will prevail.

4.1 Maternity Leave

All women, irrespective of their length of service, are entitled to take up to one year (52 weeks) maternity leave.

Maternity leave is a single continuous period and is made up of:

- 26 weeks Ordinary Maternity Leave
- 26 weeks Additional Maternity leave (the additional maternity leave can be taken by the father if the mother returns to work)

Additional Maternity Leave follows Ordinary Maternity Leave and there must be no gap between the two.

Whilst it is up to the employee to decide how much maternity leave they wish to take, up to 52 weeks maximum, the law requires that a minimum of 2 weeks leave must be taken.

Ordinary Maternity Leave may begin at any time of the employees choosing, any time from 11 weeks before the expected week of birth up until the birth itself.

If you know that you are pregnant you should advise **your Line Manager** immediately to ensure compliance with Health and Safety Regulations (including risk assessment). Pregnant women, whether full-time or part-time are entitled to paid time off during working hours to attend antenatal care appointments

4.2 Statutory Maternity Pay

SMP is paid during maternity leave or if the employee has resigned and after the start of the 15th week before the baby is due. Pregnant employees are entitled to up to 39 weeks SMP.

NB. If an employee has more than one job, entitlement to SMP/SPP for each job depends on how the Class 1 National Insurance Contributions on earnings is worked out.

4.3 Parental Leave

Employees, male and female, are entitled to 13 weeks unpaid 'parental' leave for every child born or adopted (for a child with a disability 18 weeks). The leave must be taken in periods of at least 1 week at a time but we have the right to restrict the amount of leave you take in any 1 year to a maximum of 4 weeks. Parents of disabled children may take the leave a day at a time or longer if they wish. A disabled child is one for whom disability living allowance is awarded.

In order to be entitled to parental leave you must meet the following conditions:

- You must have 1 year's continuous service;
- You must have formal parental responsibility for the child;
- The child must be under the age of 5 or, if disabled, under the age of 18;
- You must take the leave for the purpose of caring for the child;
- Specify the dates on which leave is to begin and end;
- Give at least 21 days notice;
- Provide evidence of parental responsibility and age of child if requested.

While on parental leave, an employee will not receive normal pay, but will be entitled to the benefits of the other terms and conditions of employment which would have applied if the employee had not been absent.

On return from parental leave, the employee will return to his/her original job on pay and conditions no less favourable than if they had not been absent or on parental leave. Parental leave can be taken immediately after maternity leave if permission is sought.

4.4 Paternity Leave

An 'expectant father' is entitled to 2 weeks' paternity leave subject to having 26 weeks service. This will be paid at the same rate as Statutory Maternity Pay and can be taken in a single block of 1 or 2 weeks but must be within 56 days of the birth of the child, and be used for the specific purpose of caring for the new born baby and supporting the mother. Paternity leave can extend up to 26 weeks if the mother returns to work early.

Prior to taking leave, the father must:

- Specify the length of leave required.
- Specify the expected week of childbirth.
- Give at least 28 days' notice before the beginning of the expected week of childbirth.

Employers may request a copy of the MATB1 certificate for confirmation of the pregnancy.

4.5 Adoptive Parental Leave

Subject to having 26 weeks' service before the adoption agency makes a match, adoptive parents will be entitled to 6 months of ordinary leave followed by 6 months of additional leave and it is intended that the full 6 months of ordinary leave will, after the first 6 weeks, be paid at the same rate as Statutory Maternity Pay. However, only one of the parents can take this leave whilst the other will be able to take the paid paternity leave.

4.6 Flexible Working

Employees with 6 months service or more are now able to request a change in their working hours or their place of work to help enable them to care for a child under 16 years of age or if disabled under 18 years of age. The employee will need to submit a written application to the Employer and will be limited to one written application per year. This application must indicate the reasons for the request, how and why flexible hours will assist and when the employee would like the proposed working pattern to begin. The employee will also need to make reasonable suggestions as to how the company can accommodate this request.

Once the request is received, a meeting will be arranged with the employee within 28 days, and a reply will be given in writing. If due to additional costs, inability to meet customer demands, problems recruiting other staff, or if it would have a detrimental impact on the performance of the business, or the quality of customer service provided, then your request may be turned down. If the request can be accommodated, the employee will not have the right to revert back to his/her original working hours once your child reaches the cut off age of 16.

If the company is unable to meet your request the employee will have the right to appeal against this decision and this will be heard within a further two weeks.

4.7 Time Off for Dependants

Employees are entitled to take a reasonable period of time off work (**unpaid**) to deal with an emergency involving a dependent. If such a problem occurs the employee should provide as much notice as possible. This right enables you to deal with an unexpected or sudden problem and to make any necessary longer term arrangements.

Typical circumstances include:

- If a dependant falls ill or has been involved in an accident or has been assaulted, including where the victim is hurt or distressed rather than injured physically;
- When a partner is having a baby;
- Making longer term care arrangements for a dependent who is ill or injured;
- Dealing with the death of a dependant, e.g. to make funeral arrangements or to attend a funeral;
- Dealing with an unexpected disruption or breakdown in care arrangements for a dependant, e.g. where a childminder or nurse fails to turn up;
- Dealing with an incident involving a dependent child during school hours.

Who Counts as a Dependant?

A dependant is the partner, child or parent of the employee, or someone who lives with you as part of your family. This could be an elderly aunt or grandparent but it does not include tenants or boarders living in the family home or someone who lives in the household as an employee – a nanny or live-in housekeeper, for example.

In cases of illness, injury or where care arrangements break down, a dependant may also be someone who reasonably relies on you for assistance. This may be where you are the primary carer or the only person who can help in an emergency. This could include helping a neighbour or dealing with emergency services.

4.8 Other Authorised Absences

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

- Jury service*
- Time off for Safety Representatives
- Witness in a court Case*
- Prison Visitors*
- Time off to take part in Trade Union Activities*
- Time off in Redundancy Situation

- Time off to carry out Trade Union Activities*
- Time off to receive Ante-Natal Care
- Time off for Public Duties*
- Bereavement Leave *

** Normally unpaid*

If you are called for Jury Service or as a witness in a court case you should inform Your Line Manager.

You will be given time off and should claim expenses including those for loss of earnings allowed by the Court.

4.9 Bereavement Leave

Individuals' reactions to bereavement vary greatly, and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your Manager and agree appropriate time off. The Company will pay the first day of absence, thereafter time off will be unpaid, or taken out of any accrued holidays.

4.10 Dentist and Medical Appointments

You are requested to arrange any dental, medical or optician's appointments outside working hours. Where this is not possible Employees should obtain permission from your Manager or a person designated by your Manager, prior to taking any time off.

5. OPERATIONAL POLICIES & PROCEDURES

5.1 Equal Opportunities

The company is fully committed to providing a harmonious working environment in which employees are able to maximise their full potential and to contribute to business success, irrespective of their gender, race, disability, age, religion, belief or marital status. The company is committed to identifying and eliminating discriminatory practices, procedures and attitudes throughout the organisation.

The company believes that all employees are entitled to be treated with dignity and respect while at work and also when representing the business in any capacity outside of work. The company expects employees to support this commitment and to assist in all possible ways.

The aim of this policy is to prevent discrimination, provide guidance to resolve any problem should it occur and prevent recurrence.

Preventing Discrimination in Employment

The company endeavours to ensure that no employee or job applicant is discriminated against, either directly or indirectly, on the grounds of gender, race, nationality, ethnic origin, marital status, disability, religion, age or belief. This commitment applies to all the aspects of employment outlined below:

- Recruitment and selection, including advertisements, job descriptions, interview and selection procedures;
- Training;
- Promotion and career development opportunities;
- Terms and conditions of employment, and access to employment-related benefits and facilities;
- Grievance handling and the application of disciplinary procedures;
- Selection for redundancy.

Equal Opportunities Awareness

The company expects high standards of conduct from its employees in respect of equality of opportunity in employment. It aims to make employees aware of the need for equality in the workplace, the impact that discrimination may have on fellow employees and what the consequences of derogatory conduct or remarks may include. Where necessary, the company will take steps to ensure there is an appropriate awareness amongst employees of the effects of discriminatory behaviour.

5.2 Bullying & Harassment, Whistle Blowing

Harassment is unwanted conduct of a sexual, racial or disability nature directed towards an employee by a fellow employee (or group of employees) which is regarded as unwelcome and offensive by the recipient. Harassment may include:

- Unwanted physical contact, ranging from touching to serious assault;
- Unwelcome sexual advances, propositions, suggestions or pressure to participate in social activities outside work where it has been made clear that this is not welcome;
-

- Suggestions that sexual favours may further an employee's career, or that refusal may hinder it;
- Conduct, which is intimidating, such as physical, verbal and non-verbal abuse. This includes the display of sexually explicit or racially offensive material, the use of sexually explicit or racially offensive humour, and comments of a discriminatory nature, whether directed specifically at any particular individual or not.

It is the impact of this behaviour, which is relevant, not the motive or intended aim.

Employees' Responsibilities

All employees have the right to work in an environment, which is free from any form of harassment. All employees have a responsibility to help ensure a working environment in which the dignity of employees is respected; employees must ensure their behaviour to colleagues, clients or customers, does not cause offence and could not in any way be considered to be harassment.

The company fully recognises employees' right to complain about harassment should it occur and recommends the following procedure:

Informal Complaint

Where an employee does not view the harassment as serious or where it is not repeated and the employee simply wants the behaviour to stop, they should approach the alleged harasser directly, making it clear to the person(s) harassing them that the behaviour is offensive, is not welcome and that it should be stopped.

Where the employee finds this difficult or embarrassing, they may ask a colleague to approach the alleged harasser informally on their behalf.

Formal Complaints by Employees

The formal complaints procedure is appropriate if the employee views any harassment to which they have been subjected as serious, if they prefer this method or if the harassment continues after the informal procedure has been used. All formal complaints will be dealt with seriously, promptly and confidentially under the company's Grievance Procedure.

Formal complaints should be made in accordance with the company's Grievance Procedure. An investigation will be conducted to clarify and formally record the nature of the complaint and the events surrounding the complaint, and will include meetings with anyone who can assist with the investigation. During this time, every effort will be made to distance the associated parties from each other.

If An Employee Is Accused Of Discrimination and Harassment

If an employee is accused of acting in a discriminatory manner towards a fellow employee or a job applicant, or if they are accused of harassment, they will be given a proper opportunity to rebut the allegation as part of the investigation, and provide an explanation of their actions.

If it is concluded that there was no discrimination or harassment, this will be the end of the matter. If it is concluded that a false claim has been maliciously made against the employee, the person or persons responsible may be subject to disciplinary action.

If it is concluded that they have acted in a discriminatory manner, or have harassed another employee, their manager will consider what action to take. This may range from counselling to formal disciplinary action, including dismissal in serious cases.

Management Responsibilities

Managers are the guardians of equality of opportunity within their areas of responsibility. Equal Opportunities are part of the larger management responsibility of ensuring that the employment environment provides employees with motivation to do a good job. This will be impossible to achieve if individuals feel that they are being treated unfairly.

Whistle Blowing

The Company always wants to work in the most ethical way possible, and this means working within the law. If you believe that there is something happening in the company, which is not as it should be (such as a criminal offence or something which endangers a colleague's health and safety) then we encourage you to report it. We will ensure that if you follow the correct procedure and are not acting maliciously, you will be protected from any recriminations.

5.3 Training

Induction

New Employees will undertake an induction programme during the first few days with the Company. The programme takes into account all administration and initial training required by the position in which you are being employed.

In addition to the training they receive as part of their induction programme, employees may also receive further training with respect to their individual positions.

The Company Policy is to encourage promotion for all levels within the workforce. Promotion will be based on the development of individual skills, reliability and commitment to the business.

All food handling employees must undertake basic Food Hygiene Training within the first year of their employment, such training may be paid for at the discretion of the Company.

In House Training

From time to time, the Company may bring outside trainers into the workplace and organise internal training courses.

External Training

External training may be provided in a variety of forms some leading to the award of qualifications and as required by current legislation. Where necessary, the Company will arrange for employees to undertake external training where this cannot be provided in house.

5.4 Data Protection

As part of the company's terms and conditions of employment, employees give the company permission to the holding and processing of personal data provided by them for all purposes relating to their employment, but not limited to administering and maintaining personnel records, paying and reviewing salary, other remuneration and benefits, sickness and other absence records.

Employees also acknowledge and agree that the company may, in the course of its duties, be required to disclose personal data relating to you, after the end of your employment. This does not affect employee's rights under the Data Protection Act 1998.

5.5 Code of Conduct

The Code of Conduct set out below is designed to cover the main areas of the required standards of behaviour and performance

5.6 Professional Conduct

Employees are required to co-operate fully with their colleagues and with management, and to ensure the maintenance of acceptable standards of politeness. Also, to conduct themselves at all times in a responsible manner which is appropriate to a business which takes pride in itself and its reputation.

Employees are required to take all necessary steps required to safeguard the Company's public image and preserve positive relationships with its Customers.

5.7 Attendance and Time-Keeping

It is essential for the smooth running of the business that you attend work regularly and are punctual. If you are going to be late then you must let us know, by telephone, as soon as possible. Texted messages are unacceptable.

Our business is built on trust and whilst we understand that there should always be flexibility we do not take unauthorised absences lightly. They could result in disciplinary action up to and including dismissal. To avoid this please ensure that you follow the correct sickness/absences reporting procedure.

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

Employees are required to maintain satisfactory standards of performance at work, a high level of quality, accuracy, and diligence to include the maintenance of records required in the performance of duties to the prescribed Company standards.

5.8 Job Flexibility

It is a condition of employment that you are prepared, whenever necessary, to transfer to suitable alternative duties within our business. During holiday periods etc, it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential as it allows us to operate efficiently and gain maximum potential.

5.9 Work Wear, Protective Clothing and Equipment

It is important that you present a good image with regards to appearance and standards of dress at all times.

You are expected to dress in accordance with any dress code that we issue applicable to your job.

If you are provided with a uniform it must be worn at work and must be kept clean and in a good state of repair.

If you are provided with protective clothing and equipment this must be worn/used at work as instructed. Any failure to comply with these rules, which are designed to protect your health and safety and that of other employees, will be treated as a serious act of misconduct and may lead to disciplinary action

Any items of clothing or equipment provided to you by the company will remain the property of the Employer.

5.11 Signing In and Out

You are required to sign in and out on the days you work. It is important that you remember to do this at the beginning and end of each duty, as it is a record for payment of wages and also for fire regulations. Failure to do so may result in inaccurate or non-payment of wages. It is the employee's responsibility to ensure these are accurately completed.

5.12 Alcohol and Drugs

The Company is committed to providing a safe, healthy and productive workplace for all its employees. The Company accepts that the decision to consume alcohol or to use drugs or other substances within the law, outside the working day, and away from company property is a personal matter. However, the company cannot ignore the inappropriate use of alcohol or drugs where this gives rise to poor attendance, unsatisfactory work standards or safety risks.

5.13 Consumption/Possession of Alcohol during the Working Day

Employees are not permitted to consume alcohol when on duty, with the exception of being a requirement in the course of your work. Any breach of this rule will be treated as gross misconduct and is likely to result in summary dismissal.

You are allowed to have non alcoholic drinks whilst you are working, which must be kept out of the view of customers and paid for prior to consumption unless advised otherwise by the Manager.

5.14 Drug Misuse or Abuse on the Premises

Employees, who take drugs that have not been prescribed on medical grounds during working hours or on Company premises, will be committing an act of gross misconduct and will thus render themselves likely to be summarily dismissed, as will any employee believed to be in possession of, or buying or selling non-prescription drugs, during working hours or on Company premises.

Where an employee is rendered unfit for work as a result of taking prescribed medication, the company reserves the right to send the employee home for their own or others safety.

5.15 Intoxicated Employees

No employee will be allowed to commence work, whilst under the influence of alcohol, or drugs. If an employee is found to be intoxicated by alcohol or drugs during working hours or on Company premises, arrangements will be made for the employee to be escorted from the premises immediately.

Disciplinary action will take place when the employee has had time to become sober or recover from the effects of alcohol or drugs. This kind of behaviour will normally be treated as gross misconduct and result in summary dismissal.

5.16 Use of Company Equipment

In order to provide a cost effective service, employees are expected to take care of company property and equipment and are requested to use the Company's equipment, materials and services wisely. Company property and equipment must not be taken from the Company's premises unless authorised by your Line Manager.

Where an employee damages equipment/stock belonging to the Company, either through misuse or carelessness, the Company reserves the right to make a deduction of the cost in full or in part, from the employee's wage in respect of the loss incurred from the damaged equipment.

5.17 Wastage

We maintain a policy of 'minimum wastage' which is essential to the cost effective and efficient running of all our operations:

- Take care during your normal duties by avoiding unnecessary or extravagant use of services.
- Handle equipment and stock with care.
- Turn off any unnecessary lighting and heating.
- Keep doors closed whenever possible and do not allow taps to drip.
- Or any other procedure that Management may advise from time to time

5.18 Lost Property

Any third party property found on our premises must, at the first opportunity be handed to the Duty Manager or where it will be recorded in the company lost property log.

5.19 Personal Property

Personal property, including bags and mobile phones must not be taken into your working area whilst on duty but left in the designated area or locked away by request. Any personal property left on the premises, is entirely at your own risk. The Company will not accept responsibility for loss or damage of any of these items.

5.20 Smoke Free Policy

In accordance with legislation, smoking is prohibited in all enclosed and substantially enclosed premises belonging to the Company, including company cars and commercial vehicles. Appropriate 'No Smoking' signs are clearly displayed at the entrances to and within all company premises and in all smoke free vehicles.

We ask that all staff adhere to and support this policy, company disciplinary procedures will be used if any personnel do not comply with this policy. Non-compliance of the smoke free law may also lead to a fixed penalty fine and criminal prosecution.

Employees who wish to smoke must do this in their own time or during breaks. Smoking immediately outside company premises or on surrounding grounds is also not acceptable as this creates a poor impression to customers and the general public. If designated smoking areas are provided smoking must be restricted to these areas.

5.21 Staff Purchases

Tabs are allowed at the Managers discretion and if not paid at the time, or at the end of your shift, payment will be deducted from your next wage.

5.22 Staff Personal Mobile 'Phone Policy

The use of personal mobile phones during working hours is not permitted. Personal mobile phones should be switched off or on silent when on duty; receiving and sending text messages is not permitted during working hours. Should employees need to be contacted in an emergency, this should be done through our land line numbers.

If on some occasion you believe you need to have your phone switched on at work for a specific reason, first speak to your Line Manager who will decide whether it can be allowed. Any employee found to be in breach of this policy may be subject to disciplinary action, particularly where it is a health and safety issue.

5.23 CCTV Monitoring

The Company uses CCTV to monitor certain areas of its premises. The reason for using CCTV is to safeguard the security of employees and customers, their belongings and the Company's property. The CCTV cameras are visible and this monitoring is carried out overtly. However, the Company will be entitled to carry out covert monitoring if overt monitoring would prejudice the prevention or detection of crime or the apprehension of offenders.

5.24 Email and Internet Policy

The company regards the integrity of its computer system as central to the success of the business. The aim of this policy is to ensure that the necessary measures are taken to protect all aspects of the system.

- Overall computer security is the responsibility of the Employer.
- Employees are permitted access to only those parts of the computer systems which they need to enter in order to carry out their duties.
- Regular back-ups must be carried out as requested.

There are a number of legal points, which arise from the use of e-mail, both internally within the company and externally over the Internet. To protect your own and the businesses interests, please make sure you apply the following:

You should not:

- Use a Company Computer for anything other than Company business, this includes the use of social networking
- Respond to “junk mail” or give warnings to new e-mail viruses.
- Forward or respond to chain letter type e-mails.
- Make comment, or statements, which could in any way be contrived to be defamatory however innocent you consider them to be.
- Include any information in your e-mail which is protected by copyright i.e. it is copied or published without the consent of the author.
- Initiate or forward an e-mail, which contains obscene or pornographic material.
- Initiate or forward e-mail which could be considered to constitute an act of harassment or be discriminatory. There are a number of laws, which prohibit discrimination on the grounds of sex, race and disability
- Disclose information, which is protected by embargo or could in any way be considered confidential to the business and /or the employees.
- Make any statements via e-mail, which intentionally or unintentionally create a binding contract or make negligent statements.

Failure to comply with the above policy may result in disciplinary action that may lead to dismissal

6. CHANGES IN PERSONAL DETAILS

You must notify us of any change of name, address, telephone number etc, so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

7. TERMINATION OF EMPLOYMENT

7.1 Notice Periods

In the event of you wishing to leave our employment you are required to provide notice as outlined in your Contract of Employment.

8. CAPABILITY

Introduction

We recognise that during your employment with us your capability to carry out your duties may deteriorate.

This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or your personal circumstances changes (most commonly because of health reasons) and you can no longer cope with the work.

8.1 Job Changes

If the nature of your job changes we will make every effort to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. If we have concerns regarding your capability, these will be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate, you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.

If there is still no improvement after a reasonable time, and we cannot transfer you to more suitable work, you will be issued with a warning.

If such improvement is not forthcoming after an agreed period of time, your employment will be terminated with due notice.

8.2 Personal Circumstances

Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health).

If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise.

When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

There may also be personal circumstances that prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances.

When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

9. DISCIPLINARY RULES & PROCEDURES

Introduction

In any organisation it is necessary to have a minimum number of rules in the interest of both the employer and the employee.

Rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is the aim of the rules and procedures to emphasise and encourage improvement in the conduct of individuals where they are failing to meet the required standards.

Every effort will be made to ensure that any action taken under this procedure will be fair and you will be given the opportunity to state your case and appeal against any decision you consider to be unjust. The following rules and procedures should ensure that:

- You are fully aware of the standards of performance, action and behaviour required;
- Disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
- You will only be subject to disciplinary action after careful investigation of the facts and having had the opportunity to present your side of the case.
- With the exception of investigatory stages you will have the right to be accompanied by a fellow employee, or by any other companion as defined in current employment legislation, at all stages of the formal disciplinary process;
- Normally you will not be dismissed for a first breach of discipline except in the case of gross misconduct.
- If you are the subject of the disciplinary process you will receive both an explanation of the penalty imposed and your right to appeal against the penalty.

9.1 Disciplinary Rules

It is not practicable to specify all disciplinary rules or offences, which may result in disciplinary action as circumstances can vary depending on the nature of the work.

The following disciplinary rules (which are not exhaustive) and procedures form an important part of your contract of employment and they should be carefully read and understood.

Rules Covering Unsatisfactory Conduct and Misconduct (These are not exhaustive)

a) Health and Safety

1. You should make yourself familiar with our Health and Safety Policy and your individual
2. Health and Safety duties and responsibilities which are specified separately.
3. You must abide by the above mentioned general health and safety rules, procedures and responsibilities at all times.

4. No action is to be taken by you which could threaten the health and safety of yourself, other employees or other persons.
5. A no smoking policy exists within the Company.
- b) Absence/Timekeeping
 1. You must attend for work punctually at the specified time(s). Continued lateness in attending work will render you liable to disciplinary action.
 2. All absences must be notified in accordance with the procedures outlined in this handbook. Failure to follow such procedures will render you liable to disciplinary action and/or loss of the appropriate payment.
 3. Unacceptable levels of absence will be investigated, the consequences of which may result in disciplinary action.
- c) Working Standards
 1. If your standards of work are not satisfactory to us and are caused by your carelessness or neglect of duty, you will be subject to disciplinary action.
- d) Behaviour at Work
 1. You should behave with civility toward fellow employees and no rudeness will be permitted towards other persons. Objectionable or insulting behaviour or bad language will render you liable to disciplinary action.
 2. You shall use your best endeavours to promote our interests and shall, during your normal working hours, devote the whole of your time, attention and abilities to our business and affairs.
 3. You shall not, during or after the termination of your employment, disclose to any person whomsoever any confidential information regarding our business.
 4. All reasonable instructions from your employer are to be obeyed.
 5. Incapacity at work or poor performance at work due to the taking of intoxicants or drugs will be treated as a serious breach of the rules.
- e) Behaviour Outside Working Hours
 1. Activities which result in adverse publicity or which cause us to lose faith in the integrity of a particular individual, may give us grounds for your dismissal.
- f) Property
 1. Use of our property or property on our premises for any purpose other than normally defined duties, is not permitted unless authorised by the employer.
 2. Property of any type is not to be taken away from the premises unless with prior approval.

3. You must immediately notify the employer of any damage to property or premises that comes to your attention.

Rules Covering Gross Misconduct (these are not exhaustive)

You will be liable to summary dismissal without notice or pay in lieu of notice if you are found to have acted in any of the following ways:

1. A serious or wilful breach of the above Unsatisfactory Conduct and Misconduct Rules.
2. Gross negligence.
3. Indecent or immoral behaviour.
4. Threatening behaviour, fighting, physical assault, or verbal abuse.
5. Serious bullying, sexual, racial or other harassment or discrimination of or against another employee or customer.
6. Dishonesty, including the deliberate falsification of any records, absence records, and so on, in respect of yourself or any fellow employee.
7. Breach of rules regarding recording of hours worked.
8. Breach of rules regarding payment of purchases.
9. Theft or misappropriation of money or property whether belonging to another employee, a third party or the employer.
10. Destruction/sabotage of our property or any other property on the premises.
11. Serious Health and Safety breaches which could endanger the lives of employees or any other person.
12. Gross insubordination and/or refusal to obey legitimate instructions given by the employer.
13. Any breach of a legal statute or registration which has a direct effect either on your ability to undertake your stated duties or on the desired characteristics of your position.
14. Serious breach of confidentiality (subject to the Public Interest (Disclosure) Act 1998).
15. Bribery or corruption.
16. Smoking on Company premises Or Company vehicles
17. Consuming alcohol (except in the course of work requirements) or drugs on Company premises whilst on duty
18. Incapacity through an excess of alcohol or drugs.
19. Misuse of or improper interference with computer hardware or software (including unauthorised or improper use of the Internet or e-mail facilities).

- 20 The use of social networking sites, on Company computers in working time
- 21. Posting anything onto social networking sites such as ‘Face Book’ that could be construed to have any impact on the Company’s reputation.
- 22. Posting anything onto social networking sites that would offend any other member of staff or customers.
- 23. Use of foul or abusive language

9.2 Disciplinary Procedure

Normally any disciplinary action taken against you will be based on the following procedure:

Offence	1st Occasion	2nd Occasion	3rd Occasion	4th Occasion
Unsatisfactory conduct	Written verbal warning recorded on file	Written warning recorded on file	Final written warning recorded on file	Dismissal
Misconduct	Written warning recorded on file	Final written warning recorded on file	Dismissal	
Gross misconduct	Dismissal			

Notes:

We reserve the right to suspend you with/without full pay for the purpose of carrying out investigations into any alleged offence.
 The employer may appoint an external representative to carry out an investigation on behalf of the Company.

In respect of the disciplinary procedure we reserve the right to take into account the severity of the offence and your length of service. This may result in proceeding to a final writing warning or even dismissal, without warnings having previously been given to the employee.

Dependent upon the circumstances for which disciplinary proceedings are taken, alternative action to dismissal may be considered. This may include demotion or suspension with or without pay.

If you are dismissed for Gross Misconduct you have no right to any period of notice or payment in lieu.

9.3 Steps Prior to Disciplinary Action

Informal Discussions/Counselling

Before taking formal disciplinary action, we will make every effort to resolve the matter by informal discussions with the employee. Only where this fails to bring about the desired improvement should the formal disciplinary procedure be implemented.

Steps Prior to Formal Disciplinary Action

The following steps will always precede formal disciplinary action:

The employee will be advised of the nature of the complaint against him/her and of the possible consequences.

- A Manager or representative appointed by the Company will conduct a thorough investigation into the complaint against the employee.
- The employee will receive adequate prior written notice to attend a disciplinary hearing, which will include written details on the nature of the complaint that could lead to dismissal or disciplinary action.
- The employee will be advised of the entitlement to be accompanied by a fellow employee/trade union official of his choice, and to call witnesses.
- The employee will be given the opportunity to state his case before a decision is reached on the matter.

If the employee fails to attend the disciplinary hearing without reasonable cause the investigating manager shall be entitled to make a determination on the evidence otherwise available.

Representation

The employee is entitled to be accompanied by a fellow employee/union representative and to call witnesses to support his/her case.

The employee must let his/her Manager know in advance who the representative is going to be so that appropriate arrangements can be made.

The Manager who is taking formal disciplinary action should always be accompanied by a representative. The role of this representative, who must also be a Company employee, is to support the Manager, taking notes in the course of the discussion and interjecting where appropriate.

9.4 Steps Following a Disciplinary Interview

The following steps will be observed after a disciplinary hearing:

- The employee will be advised in writing without undue delay of any disciplinary action to be taken.
- Intimation of a written warning will specify the reason for the warning, the action necessary to remedy the situation and the timescale involved and, where applicable, the fact that the warning is final; it will also warn that action at the next higher disciplinary level will be taken if no satisfactory improvement occurs or a further disciplinary offence is committed.

- Intimation of dismissal will specify the grounds for the dismissal and whether it is with or without notice or pay in lieu thereof.

The intimation will also note the right of appeal against the disciplinary action. You have the right to appeal against any disciplinary action taken against you.

If you wish to appeal you must do so in writing within 5 days of receiving the decision of the disciplinary meeting. We will then invite you to a further meeting, should you decide to appeal against the decision, and will remind you of your right to be accompanied by either a work colleague or trade union representative. After the meeting, you will be informed in writing of the outcome of the appeal. This decision is final.

Suspension

At any stage of the disciplinary procedure the Company may suspend the employee with/without pay.

Duration of Warnings

A written verbal warning will be valid and retained on file for a period of 12 months. A written warning will be valid and retained on file for a period of 12 months.

NB: In the above text, words denoting the masculine include the feminine and vice versa.

Notes:

Sickness Absence

In the case of sickness absence, before any action is taken, a Manager will meet with the employee to hear the latter's view on current progress and the likely duration of the absence. Any warning subsequently issued will not be disciplinary but an indication that the level of absence is too great for the Company to bear, and if prolonged absence continues beyond a particular date or intermittent absences continue to occur the employee's contract of employment will be terminated.

No Disciplinary Offence

If at any stage (for example, on initial investigation or following any interview, hearing or appeal) it is adjudged that the employee was not blameworthy, all documents relating to the allegation shall be destroyed and, where the employee has been suspended, any money or benefits to which he or she would have been entitled but for the suspension shall be repaid or made good.

9.5 Dismissal for Other Reasons - Non Disciplinary

The same procedures apply for employees being dismissed for 'non- disciplinary' reasons – specifically:

- Employees whose fixed term contract (of a year or more) has expired and is not being renewed
- Redundancy.
- Dismissal for health reasons.

Excluded Employees

The disciplinary procedure does not apply to any employee where because of absence, imprisonment or other fundamental reason, the Company is unable to locate the employee, or call the employee for interview. In such cases, the Company may after reasonable investigation decide that in the circumstances this amounts to repudiation of the Contract of Employment. This automatically terminates the Contract.

10. GRIEVANCE PROCEDURE

Purpose and Scope

The aim of this procedure is to resolve grievances of individual employees as efficiently, equitably and promptly as possible. This procedure shall apply to all employees of the Company.

If the employee's grievance relates to a disciplinary offence, as defined in the Company's disciplinary procedure that matter will be dealt with in accordance with the disciplinary procedure rather than this procedure.

At each level at which a grievance is heard, the matter should be dealt with promptly and a reply given to the employee as soon as practicable and in any case within 5 days unless there are special circumstances which justify a longer period.

Consideration of the grievance by the Company's representative will involve carrying out such investigation as is judged appropriate in the circumstances, which should include interviewing the employee, and may involve interviewing other employees including those against whom the grievance has been raised.

Such interviews may be conducted separately or together as is thought to be appropriate.

At any stage in this procedure, any employee shall be entitled to be accompanied, or represented, by a Trade Union Official or Company employee of their choice, provided that such choice does not delay the investigation.

10.1 The Procedure

Informal

We wish to ensure that any employee who feels dissatisfied with any matter relating to their work has a means by which such a grievance can be aired and resolved both amicably and fairly.

We hope that employees would aim to settle most grievances informally. Where the matter cannot be resolved informally, the following procedure will apply.

The Company reserves the right to appoint an external representative to participate on this matter.

Formal

Stage One – Provide Written Details

Where any employee has a grievance on any employment matter that has not been resolved on an informal basis, (s) he should then provide full written details of the grievance to the employee's immediate superior.

If the employee's grievance involves the employee's immediate superior, the matter will be handled by a representative appointed by the Company.

Stage Two – Face To Face Meeting

The Manager or representative will arrange a face-to-face meeting as soon as possible but no later than 10 days in order to discuss the grievance with the employee.

The Manager/representative will consider the grievance and will, if possible, give a decision on the day. If this is not possible, the decision will be confirmed in writing to all parties involved as soon as practicable.

The employee will also be advised of their right to appeal.

Stage Three – Appeal

Where an employee wishes to appeal against the decision reached at Stage Two, this should be done in writing stating full reasons for the grievance appeal and clearly specify the desired outcome. A second meeting will be arranged as soon as possible, but no later than 10 days to discuss the appeal. After the meeting the employee will be informed of the final decision.

11. COMPANY VEHICLES & DRIVING ON COMPANY BUSINESS

11.1 Driving Licences

It is a condition of being permitted to use a Company vehicle that the employee is not under 25 years of age and holds a full and valid UK driving licence.

Employees are required to submit an up to date copy of their driving licences to the company on an annual basis and when there is any change to the details on the licence, such as the addition of penalty points.

11.2 Driving Convictions

Employees who are charged or convicted of driving offences, or have their driving licence endorsed, must report this fact to the company within 24 hours.

11.3 Driving & Parking Fines

Driving related fines are the responsibility of the employees who incur them, whether or not incurred in the course of Company business, and must be paid immediately by the employee. If the Company pays a driving related fine on behalf of an employee, the company will deduct the cost of paying the fine from the employee's salary.

11.4 Disqualification

If any Employee is disqualified from driving and this affects his/her ability to carry out their work duties, this may lead to dismissal. Each situation will be considered on its own merits, particularly where disqualification is for a short time. The Managing Director's decision will be final.

11.5 Use of Company Vehicles for Personal Purposes

Employees are not permitted to use a Company vehicle for personal purposes unless authorised to do so by a Director.

11.6 Accidents and Damage

All accidents occurring whilst on Company business must be reported to the office immediately. A full written report of the circumstances in which the vehicle was damaged should be submitted thereafter.

Where damage to a Company vehicle is incurred due to the employee's negligence, the Company reserve the right to recoup any insurance excess in the event of a blameworthy accident.

11.7 Care Of Company Vehicles

It is the responsibility of the driver to ensure that the inside and outside of the vehicle is clean and tidy at all times. Smoking is not permitted in any Company vehicle.

It is the driver's responsibility to see the vehicle is in a fit condition and that the levels of oil, water, battery fluid, brake fluid and clutch fluid are all adequate and that the tyre pressure, wear wheel nuts are kept constantly in the correct state and that all lights are working properly. Checks should be made prior to use.

11.8 Alcohol and Drugs

Any use by an Employee of alcohol or drugs (prescribed or otherwise) whilst driving on Company business, where that alcohol or drug use has any potential effect on the Employee's fitness to drive, will render the Employee liable to disciplinary action, and will normally result in summary dismissal.

11.9 Driving Rules

- Employees are required to drive in a safe, lawful and efficient manner, in all weather and traffic conditions, observing the recommendations of the Highway Code.
- Employees must not take a vehicle onto the road if they know or suspect that it has a defect.
- Employees must not leave keys in the ignition and must always lock the vehicle when left unattended.
- The safety and security of the vehicle is the responsibility of the driver.
- All loaded goods must be distributed and secure in order to prevent any movement which could cause damage to the goods or to the vehicle, or any nuisance or danger to other road users. Employees have joint responsibility with the Company to ensure that vehicle carrying capacities do not exceed the lawful weight limits for the make and model of the type of vehicle supplied.
- Whilst driving on company business you must not use your phone. If you do need to use your phone, you should first park safely and switch off the engine before making or receiving a call.