NEW BEGINNINGS NURSERIES LTD

EMPLOYEE HANDBOOK

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Definitions

Introduction

The Company as referred to in this Handbook means New Beginnings Nurseries Ltd.

You are expected to familiarise yourself with these policies and to abide by the rules and instructions contained in this document. It is your responsibility to request guidance or further information (if required) to enable policies, rules, procedures and instructions to be complied with.

Categories Covered

At any given time, the workforce of any organisation can be made up of employees, workers and contractors. For the purpose of employment legislation, it is necessary to set out at the start of each policy within this Employee Handbook, which policies apply to which group. Definitions can be found below although these are only intended as a guide as specific legislation varies:

- an employee is somebody employed under a Contract of Employment or Apprenticeship;
- a worker is an individual with any other type of contract with the Company which involves personally performing work or services, e.g. a casual worker or a dependent self-employed contractor. This does not include circumstances in which the Company is a client or a customer of the individual;
- a contractor is an individual who has a contract to provide services to the Company e.g. an independent self-employed contractor.

Changes to the Employee Handbook

The Company reserves the right to review this document regularly and to ensure that this is updated where there are changes in legislation or Company procedure. You will always have an up to date copy available to consult.

Absence

What this policy covers

This policy applies to employees and workers.

The purpose of this policy is to ensure that where you are genuinely unwell you are treated fairly and consistently, while minimising the impact of sickness absence on the Company.

The policy sets out procedures for reporting sickness absence and for the Company's management of short-term and long-term absence. Any absences that are disability-related will be managed in accordance with relevant legislation and related Codes of Practice.

This policy also contains information on your entitlements in relation to paid and unpaid time off work for reasons other than sickness.

Your responsibilities

Breach of absence procedures

Breach of any of the absence reporting procedures detailed below, including those relating to the notification of absence or provision of a medical certificate, may result in disciplinary action. Any periods of absence that are unauthorised may be treated as gross misconduct and could lead to your dismissal without notice from the Company. Unauthorised absence will not be subject to pay.

Frequent short-term absence

Persistent absenteeism has a detrimental impact on your colleagues and on the Company as a whole. If it is considered that your absence level is a cause for concern, the Company may meet with you to investigate the situation fully. The Company may require you to undergo an Occupational Health assessment.

The Company cannot sustain frequent short-term absences, even if the reasons for the absences are genuine. Therefore, unacceptable levels of absence will be subject to disciplinary proceedings. The Company will take into account the reasons, frequency and pattern of your non-attendance in determining an appropriate course of action.

The Company considers frequent absence to be more than three occasions [of any length] or a total of 20 working days or more in any rolling 12 month period. In the event that your level of absence reaches either of the absence trigger points an investigation will take place and disciplinary action may be taken.

If you are issued with a formal disciplinary warning you will be advised as to the level of attendance which the Company expects of you. If you fail to achieve this level of attendance further disciplinary action may be taken.

Medical report

It may be necessary for the Company to obtain a medical report during the course of your employment in order to gather further information about your medical condition, its probable effect on your future attendance at work, your ability to do your job and whether there are any reasonable adjustments to be made, if appropriate.

Although you have the statutory right to withhold your consent to the Company to approach your GP or consultant for a medical report, if you do choose to withhold your consent to our application, the Company may need to assess your state of health and its impact on your continued employment without the benefit of professional medical advice.

You may also be required to undergo a medical examination by a doctor nominated by the Company. The Company will be entitled to receive any report produced in connection with any such examination, and the Company may discuss the contents of the report with the doctor in question.

If you refuse to undergo a medical examination without good reason, this may be viewed as a failure to follow a reasonable management instruction and could result in disciplinary action, up to and including dismissal without notice.

Medical suspension

If the Company becomes concerned about your health and safety at work, or that the health and safety of others is being affected by your physical and/or mental health, you may be suspended on medical grounds pending further investigation to establish that you are fit to work. You will receive full pay during the period of your suspension.

Your entitlements

Medical and dental appointments

Where possible, you are requested to arrange any medical or dental appointments outside working hours.

If this is not possible, you must obtain permission from management before taking any time off and appointments should be arranged at the beginning or end of your working day to minimise any disruption to the Company. Unless otherwise agreed, you will not be paid for any time off as a result of medical or dental appointments, with the exception of antenatal appointments.

Jury service

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

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

Time off for religious observance

You should make any requests for time off for religious observance to your manager as early as possible. Although you have no legal or contractual right to religious leave or time off to pray, the Company will consider all such requests.

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

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

Bereavement leave

In addition to your right to take reasonable unpaid time off following the death of a dependant, the Company may, at its discretion, permit you to take paid or unpaid leave following the death of an immediate or close relative. Please ask your manager for further information.

Adverse weather and other exceptional circumstances

If you are unable to attend work due to adverse weather conditions or other exceptional circumstances, you will not be paid for any periods of non-attendance. You may request to take paid holidays or work additional hours at an alternative time to make up for the time you have been absent. The Company reserves the right to refuse such requests depending on the needs of the business.

If the Company cannot operate due to these exceptional circumstances, it reserves the right to require you to take holidays during this time or impose a period of lay-off, when appropriate. The Company also reserves the right not to provide you with advance notice of this requirement.

Other types of leave

The Company will adhere to statutory requirements in providing time off when you have commitments relating to public office or role, trade union duties and activities and the Armed Forces Reserves. You should discuss such requests for time off with your manager at the earliest opportunity in order to work out the necessary arrangements, allow planning time and work with your manager to minimise any potential disruption to the Company.

Disabilities

If you have a disability that impacts on your attendance at work, the Company will give consideration to whether there are any reasonable adjustments that could be made to your job or other aspects of your working arrangements to minimise absenteeism or assist your return to work.

Absence-reporting procedures

Sickness absence reporting

You must notify the Company as soon as possible of your sickness absence. You should do this personally, by telephone at the earliest opportunity, to a senior nursery member, which may mean leaving a message n the nursey answer machine. You should however ensure that you call back and speak to a manager by no later than 8.00 a.m. on the first day of absence.

It is not acceptable for you to text, email, contact a colleague, or have a friend or relative call on your behalf. If your manager is unavailable you should contact someone in a position of authority in the Company.

You should provide the reason for your absence, an estimate of how long you expect to be off work, a telephone number by which you can be contacted and details of any outstanding or urgent work that requires attention.

You must notify the company on the day of your absence, no later than 2 p.m, as to whether you are fit to return to work the next day.

Medical certification

If your absence lasts for seven calendar days or fewer, you must complete an absence form immediately upon your return to work.

However, if you are entitled to contractual sick pay (please see your contract of employment for details) you may also be required to provide the appropriate medical certification for absences of fewer than seven days.

If your absence lasts more than seven calendar days, you must forward a medical certificate, completed by a medical practitioner, to management in order to cover the absence.

The medical certificate must be submitted as soon as possible. If you unreasonably delay in providing a medical certificate, your absence will be classed as unauthorised.

If, on a medical certificate, your doctor recommends any adjustments to your duties, hours or working conditions, the Company will discuss these with you and implement the recommendations, if these are reasonably practicable.

Failure to comply with the arrangements to assist your return to work without good reason may be treated as misconduct and may result in disciplinary action.

It is essential that you keep the Company updated on the reasons for your continued absence and its estimated duration. You should contact the Company daily during periods of absence unless you are instructed otherwise by your manager. You should also contact the Company before the expiry of your medical certificate if you continue to be unwell. In addition, a further medical certificate should be submitted immediately on expiry of the previous certificate. Failure to contact the Company or submit a medical certificate at this time may result in the interim absence being classed as unauthorised.

Procedure for return to work

You should contact your manager as soon as you become aware of your intended return date. If this date changes, you should update the Company immediately.

Return to work meeting

Your manager will interview you on your return to work following a period of absence. The reasons for your absence will be discussed and your manager will decide whether the absence should be authorised. The onus is on you to satisfy management that there was a genuine medical reason for the absence.

Long-term absence

Welfare meetings

During a period of long-term absence, you are required to attend any scheduled welfare meetings with the Company. The purpose of these meetings is to discuss your current state of health, how long you expect to be absent from work and what steps, if any, the Company can take to facilitate your return to work.

If you are medically incapable of attending your place of work, a representative of the Company will come out to visit you. If the time scheduled for the meeting is not suitable, you should contact the Company immediately so that an alternative time can be agreed. You are also required to respond to any correspondence from the Company and any requests for information about your health.

Medical certification

You should continue to provide medical certificates, completed by your medical practitioner, even if you have exhausted your entitlement to sick pay.

Failure to co-operate

The Company will always be sensitive to your physical and mental wellbeing during periods of long-term absence. However, where there is a failure, without good reason, to co-operate with the Company in relation to attending meetings, communicating effectively, attending occupational-health assessments and providing necessary information, this may be treated as misconduct and the Company may take disciplinary action.

Termination of employment

The Company is committed to supporting you during your absence and assisting your return to work. However, a prolonged period of absence cannot be sustained indefinitely, and the Company may need to review your continued employment periodically. Before any decision is made in relation to termination of your employment on the grounds of capability, the Company will consult fully with you and may obtain up-to-date medical advice.

Alcohol and Drugs Misuse

What this policy covers

This policy applies to employees, workers and contractors.

The purpose of the policy is to set out the Company's position on drug or alcohol misuse in the workplace, to protect the health and safety of workers and to comply with relevant legislation.

Breaches of the policy may be viewed as gross misconduct and may result in disciplinary action up to and including dismissal without notice.

Your responsibilities

You must not be under the influence of drugs or alcohol when you report for work or during working time.

If you are taking medication or herbal remedies that may affect your work performance, or the safety, of yourself or others, you must inform the Company as soon as possible of which medication you are taking and the possible side effects.

Support for alcohol or drug misuse problems

If you have, or believe you may have an alcohol or drug problem, you should inform the Company and seek medical advice before it affects your performance or conduct at work. If you come forward and seek help for an alcohol or drug problem you will be treated sympathetically and any discussions will remain confidential.

The Company will treat any absence due to drug and alcohol abuse in the same way as sickness absence on condition that you have obtained professional help and/or are receiving treatment. However, you must not be under the influence of alcohol or drugs at work throughout this time of support.

The use, possession, storage, transportation, promotion and/or sale of illegal drugs are forbidden in any situation connected to the Company. The Company reserves the right to involve the relevant authorities if it is deemed appropriate.

You are also expected to comply with any third party site rules, policies and procedures.

Procedure

The Company will take all reasonable steps to prevent anyone carrying out work-related activities, if they are considered to be unfit or unsafe to undertake the work as a result of drug or alcohol consumption.

You can still be under the influence of alcohol the day after the night before and you should be aware of this, ensuring this is not the case when starting work.

If you are suspected to be under the influence of alcohol or drugs during working hours or on Company premises, the Company reserves the right to send you home. This type of incident may be viewed as a gross misconduct offence and dealt with under the Company's Disciplinary Procedure, which could result in dismissal without notice. If the Company has reasonable grounds to believe that you were under the influence of drugs and/or alcohol at work you will not be paid for this day.

Annual Holidays

What this policy covers

This policy sets out the rules and procedures in relation to taking annual holidays. It applies to all employees and workers.

Your entitlements and responsibilities

Details of the holiday year and your annual holiday entitlement can be found in your Contract of Employment.

Accrual of holidays

Annual holiday entitlement during your first year of employment accrues at the rate of one-twelfth of the full annual holiday entitlement, on the first day of each month, in advance.

You will not be permitted to take annual holiday during the first year of employment before it has accrued, unless otherwise agreed. Thereafter, you will be entitled to your full annual holiday entitlement each year and there will be no requirement to accrue holiday rights.

If you are classed as an irregular hour or part-year worker or employee, you will be notified separately of the different accrual rules which apply to your holiday entitlement.

Timing and length of holidays

You are not normally permitted to take more than two weeks' holiday at any one time, except at the sole discretion of the Company.

Due to an increase in business activities, annual holiday will not normally be approved between the first two weeks of September except at the discretion of management.

You are required to reserve a specified amount of your annual holiday entitlement to cover the shutdown period between Christmas and New Year. The exact number of days and timing of the leave will be confirmed to you as early as possible on an annual basis.

The Company requires you to have booked 10 days annual leave by 31st March each year and remaining holiday booked by 31st July. A minimum of 10 days of annual leave must be used by 31st July.

The Company may require you to reserve a specified amount of annual holiday entitlement to be taken at a time set by the Company, depending on the needs of the business. The Company reserves the right not to provide you with advance notice of this requirement.

Carrying over unused holidays

You are not normally permitted to carry over accrued annual holiday from one holiday year to the next. Holidays not taken within the holiday year will be lost.

You will be permitted to carry over annual holiday that you have been unable to take due to statutory leave (for example maternity, paternity, adoption or shared parental leave). Holiday entitlement carried over as a result of statutory leave must be used within 12 months.

If you have been unable to take annual holiday due to sickness, carry-over will be restricted to a maximum of four weeks (minus any annual holiday taken). This restriction does not apply if you are classed as an irregular hour or part-year worker/employee. Holiday entitlement carried over as a result of sickness absence must be used within 18 months.

Holiday during long-term absences

You will continue to accrue holiday entitlement during sickness absence.

You are permitted to take annual holiday during periods of sickness and this must be requested via the normal procedure.

Termination of employment

The Company may require you to take all or part of any outstanding holiday entitlement during a period of notice to terminate employment or garden leave. The Company reserves the right not to provide you with advance notice of this requirement.

Upon the termination of your employment, for whatever reason, you will be entitled to be paid for holiday accrued but not taken in the current holiday year, at the date of termination of employment.

If upon the termination of your employment you have taken more annual holiday than you have accrued in the current holiday year, an appropriate deduction will be made from your final payment.

If you are dismissed for gross misconduct or if you fail to give the required notice on resignation, you are not entitled to be recompensed for unused holidays in excess of the minimum statutory entitlement.

Unauthorised holidays

If you are absent from work on a date on which a holiday request has been refused, the Company will investigate the reason for your absence. If the Company considers that you do not have a reasonable explanation for your non-attendance, you may be subject to disciplinary action, up to and including dismissal without notice.

Sickness and holidays

If you are taken ill or sustain an injury during a period of authorised holiday, you may be permitted to take the holiday at a later time. You must follow normal absence reporting and medical certification procedures.

If you are absent from work due to sickness immediately prior to a period of authorised holiday and your incapacity extends into the authorised holiday period, you may be permitted to delay the period of holiday until a later time. You should submit a written request to postpone the planned holiday, together with a medical certificate completed by a medical practitioner.

If you receive more than the statutory minimum annual holiday entitlement and you are absent without authorisation on the day before or the day after a public holiday, the Company reserves the right to withhold holiday pay in respect of that public holiday.

Procedure

Procedure for requesting holidays

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

You are required to submit holiday requests to your manager as early as possible, normally giving a minimum notice of one month.

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

Bereaved Partner’s Paternity Leave Policy

What this policy covers

This policy applies to employees only.

The Company recognises that the death of a child's mother or primary adopter is an exceptionally distressing circumstance. This policy sets out the statutory right to Bereaved Partner's Paternity Leave, the qualifying conditions and the procedure to request Bereaved Partner's Paternity Leave. It also explains how and when the leave can be taken and sets out your contractual rights during such leave.

If you meet the qualifying conditions set out below, you are entitled to take Bereaved Partner's Paternity Leave. The Company will administer this leave in accordance with the relevant statutory requirements and will handle all requests sensitively and confidentially.

Your entitlements

You will qualify for Bereaved Partner's Paternity Leave if:

- you are an employee
- you are the spouse, civil partner or partner of the child's mother or primary adopter at the time of their death
- the child's mother or primary adopter dies within 52 weeks of the child's birth or placement for adoption
- you have, or expect to have, responsibility for the upbringing of the child following the death and
- the death occurs on or after 6 April 2026.

There is no minimum length of service requirement to qualify for Bereaved Partner's Paternity Leave.

If you meet the qualifying conditions, you are entitled to take up to 52 weeks' Bereaved Partner's Paternity Leave. Bereaved Partner's Paternity Leave is unpaid.

Parental orders

Parental orders (surrogacy cases): If a child is born through a surrogacy arrangement, Bereaved Partner's Paternity Leave may apply where the child's "primary parental order parent" dies within the first year after birth. A parental order is a court order which transfers legal parenthood from the surrogate to the intended parent(s). You do not need to have received the parental order before taking Bereaved Partner's Paternity Leave, but you must have applied (or intend to apply) for one within six months of the child's birth and expect it to be granted. As with other cases, you must have main responsibility for the child's upbringing.

Keeping in Touch (KIT) days

During your Bereaved Partner's Paternity Leave, you may work up to 10 days for the Company, during your Leave.

Any days worked will be paid at your normal rate of pay.

Neither you nor the Company is under any obligation to agree to work or provide work for KIT days.

Procedure

The leave must be taken as a single continuous period and must be taken within 52 weeks of the child's birth or placement for adoption.

Where the death occurs less than 14 days before the end of the 52-week period, leave can be taken up to 14 days after the bereavement date.

Bereaved Partner's Paternity Leave is separate from:

- statutory paternity leave;
- parental bereavement leave; and
- time off for dependants.

During Bereaved Partner's Paternity Leave, you are entitled to your normal terms and conditions of employment, with the exception of pay (unless statutory or contractual pay applies).

Notification

If you wish to take Bereaved Partner's Paternity Leave, you must notify the Company of:

- the date of the death of the child's mother or primary adopter;
- the date on which you wish the leave to begin; and
- the intended duration of the leave.

Where leave is to begin within eight weeks of the death, notice may be given informally (including verbally) before the first day of absence, or as soon as reasonably practicable.

Where leave is to begin more than eight weeks after the death, you should provide at least one week's written notice before the intended start date.

The Company may request a written declaration confirming that you meet the eligibility criteria.

Given the nature of the circumstances, the Company will apply these requirements sensitively and with flexibility where appropriate.

Varying or cancelling leave

You may vary the start date or cancel your leave by notifying the Company before your leave begins. If the new leave start date is more than eight weeks after the bereavement date, you should give at least one week's notice of any change. If insufficient notice is given, the Company may postpone the start of leave, but not beyond the end of the 52-week eligibility period.

Varying the return to work date

If you wish to vary your return to work date and the new return date is no more than eight weeks after the bereavement date, you must give at least one week's written notice. If your new return date is more than eight weeks after the bereavement date, you should give at least eight weeks' notice of the new date. If you do not give the required notice, the Company may postpone your return. The Company will not postpone your return beyond the end of your original 52-week leave period.

Returning to work after Bereaved Partner's Paternity Leave

Your terms and conditions of employment will remain unchanged upon your return from a period of Bereaved Partner's Paternity Leave.

Breach of this policy

If you knowingly take Bereaved Partner's Paternity Leave when you do not meet the qualifying conditions, this may be treated as a disciplinary matter and could potentially lead to dismissal.

Bring Your Own Device to Work

What this policy covers

This policy applies to employees, workers and contractors.

This policy sets out the Company's guidelines on using your personal mobile device such as a tablet, smartphone, PDA and laptop or notebook computer to access the Company's computer and electronic communication systems for business purposes and the action that will be taken when breaches of the policy occur.

You are only permitted to use your device to access the Company's systems for business purposes in accordance with the Company's policies detailed in the Employee Handbook and the following guidelines.

Your responsibilities

You must adhere to these guidelines wherever you use your device for business purposes, both during and outside your working hours.

When you access Company systems using your device, you will have access to Company data. This includes but would not be limited to data about the Company, our customers, clients, distributors, suppliers and other business connections, including information which is confidential, proprietary or private.

When you access the Company's systems using a device, you must take adequate steps to protect any data which is confidential, proprietary or private, and you are not permitted to disclose such data without the Company's prior authorisation.

When you access the Company systems using a device, you should be aware that the Company is exposed to a number of risks which include:

- the loss or theft of the device (which could result in unauthorised access to our systems or Company data);
- the threat of malware (such as viruses, worms, spyware, Trojans or other threats that could be introduced into the Company's systems via a device); and
- the loss or unauthorised deliberate alteration of Company data (including personal and confidential information which could expose the Company to the risk of non-compliance with any legal obligations of confidentiality, data protection and privacy).

Such risks could result in damage to the Company's systems, our business and our reputation therefore you must have the Company's prior authorisation of your device and your use of it for business purposes.

You must not take a device you use for business purposes out of the UK without the Company's prior authorisation.

Using your device for business purposes will be at your own risk and the Company will not be responsible for any losses, damages or liability arising out of its use.

The Company will not provide technical support for devices. If you use a device for business purposes you are responsible for any repairs, maintenance or replacement costs and services. You must pay for your own device costs under this policy, including voice and data usage charges and any purchase and repair costs.

Any misuse or suspected misuse of a device or breach of this policy should be reported to your manager.

Company data

The contents of our systems and Company data are our property. All materials, data, communications and information, including but not limited to e-mail (both outgoing and incoming), telephone conversations and voicemail recordings, instant messages and internet and social media postings and activities created on, transmitted to, received or printed from, or stored or recorded on, a device during the course of business or on the Company's behalf is our property.

Processing personal data

When you access the Company's systems using a device, you may have access to the personal data of other individuals and of our customers and clients that is being processed within the Company's computer systems. Where this is the case, the Company relies on you to help meet its data protection obligations both internally and to customers and clients.

If you have access to personal data, you are required:

- to access only data that you have authority to access and only for lawful purposes;
- not to disclose or copy data without the Company's prior authorisation;
- to keep data secure; and
- not to store personal data on your personal device.

Failing to observe these requirements may amount to a disciplinary offence which will be dealt with under the Company's disciplinary procedure.

Significant or deliberate breaches of this policy, such as accessing personal or customer data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to your dismissal without notice.

Monitoring your device

We reserve the right to monitor, intercept, review and wipe, without further notice, all Company data on your device. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, log-ins, recordings and other uses of the device, whether or not the device is in your possession.

Monitoring, intercepting, reviewing or wiping of Company data on your device will only be for legitimate business purposes, in order to:

- prevent misuse of the device and protect Company data;
- ensure compliance with our rules, standards of conduct and policies in force from time to time (including this policy);
- monitor performance at work; and
- ensure that you do not use our facilities or systems for any unlawful purposes or activities that may damage our business or reputation.

It is possible that personal data may be inadvertently monitored, intercepted, reviewed or wiped. Therefore you should have no expectation of privacy in any data on the device. You are advised not to use Company systems for any matter intended to be kept private or confidential.

The Company may also store copies of the data (including personal data) on your device for a period of time after they are created and may delete such copies from time to time without notice. The Company may obtain and disclose copies of the data on your device (including personal data) for legal purposes or disciplinary investigations.

The Company will not track your device via GPS or location based Wi-Fi without your prior consent.

Security requirements

When using a device to access Company systems, in order to maintain the systems' security, you must:

- consent to our efforts to manage your device and secure Company data, including providing us with any necessary passwords;
- at all times, use your best efforts to physically secure the device against loss, theft or use by persons, such as family, friends and business associates who we have not authorised to use your device;
- protect the device with a pin number or password, and keep that pin number or password secure at all times. If the confidentiality of a pin number or password is compromised, you must change it immediately. The use of pin numbers and passwords should not create an expectation of privacy by you in relation to the device;
- install and use any anti-virus, anti-malware or any other software that the Company requests and comply with our device configuration requirements;
- maintain the device's original operating system and keep it current with security patches and updates;
- not alter the security settings of the device without the Company's consent;
- not download or transfer any Company data to the device, for example via e-mail attachments, unless specifically authorised to do so. You must immediately erase any such information that is inadvertently downloaded to the device; and
- not backup the device locally or to cloud-based storage or services where that might result in the backup or storage of Company data. Any such backups inadvertently created must be deleted immediately.

We reserve the right, without further notice or permission, to inspect your device and access data and applications on it, and remotely review, copy, disclose, wipe (partially or completely) or otherwise use some or all of the Company data on it for legitimate business purposes.

You must co-operate with the Company to enable such inspection, access and review, including providing any passwords or pin numbers necessary to access the device or relevant applications.

If the Company discovers or reasonably suspects that there has been a breach of this policy, including any of the security requirements listed above, the Company shall immediately remove access to our systems and, where appropriate, remove any Company data from your device.

Lost or stolen devices and unauthorised access

In the event of a lost or stolen device, or where you believe that a device may have been accessed by an unauthorised person or otherwise compromised, you must report the incident to your manager immediately.

Appropriate steps will be taken to ensure that Company data on or accessible from the device is secured, including remote wiping of the device if appropriate. The remote wipe will destroy all Company data on the device.

Although the Company has no intention to wipe your personal data (such as photographs or personal files or e-mails) from your device, it may not be possible to distinguish or protect your personal data in these circumstances. You should therefore regularly backup any personal data contained on the device.

Your personal data

The Company shall use reasonable endeavours not to access, copy or use any personal data held on the device, unless absolutely necessary. If such access or copying occurs inadvertently, we shall delete any and all such personal data as soon as it comes to our attention. This limitation does not apply to personal data which is also Company data (including personal e-mails sent or received using our e-mail system). For this reason, you are encouraged not to use work e-mail for personal purposes.

Health & Safety

To ensure Health & Safety procedures are adhered to, employees bringing their own devices to work are not permitted to bring the following items as they present a fire safety risk:

- Mobile phone chargers
- Vaporiser chargers

Procedure

Before you can use your device for business purposes, the Company must authorise your device and your use of it for business purposes before you may access the Company's systems.

The Company reserves the right to refuse or remove permission for your device to connect with our systems where in our reasonable opinion a device is being or could be used in a way that puts, or could put, the Company, those who work for us, our business connections, our systems, or our Company data at risk or that may otherwise breach this policy.

Some devices may not have the capability to connect to the Company's systems. The Company is not under any obligation to modify our systems or otherwise assist you in connecting to our systems.

In order to access Company systems it may be necessary for the Company to install software applications on your device. If you remove any such software, your access to the Company's systems will be disabled.

Procedure on termination of employment

On your last day of work, all Company data and any software applications provided by the Company for business purposes will be removed from the device. If this cannot be achieved remotely, the device must be submitted to the Company for wiping and software removal. You must provide all necessary co-operation and assistance to the Company in relation to this process.

Breach of this policy

Breach of this policy may lead to us revoking your access to Company systems, whether through a device or otherwise. It may also result in disciplinary action up to and including dismissal and in some cases lead to possible criminal charges.

Capability Policy and Procedure

What this policy covers

This policy applies to employees only.

This policy is designed to ensure that all instances of repeated short term absence are dealt with fairly and consistently and to encourage an improvement in individual attendance at work. It outlines the procedures that the Company will follow should there be a need to take action in respect of repeated short term absence and your right to appeal.

The Company reserves the right not to follow this procedure if you have less than 24 months' continuous service.

Your entitlements and responsibilities

The Company aims to deal with instances of repeated short term absence fairly and consistently.

You have the right to appeal against a decision the Company makes at a formal meeting related to your repeated short term absences from work. In these cases, the Company will make every effort for the appeal to be dealt with by a different manager to the person who dealt with the matter initially.

The Company's decision at the appeal stage is final and there is no further right of appeal.

You have a responsibility to assist the Company, if required, to investigate the matters raised at meetings relating to your repeated short term absences and to comply with the capability procedure.

Disabilities

At each stage of the procedure consideration will be given to whether your unsatisfactory attendance is arising from a disability and if so whether there are any reasonable adjustments that could be made to support you. Where appropriate the Company may also consider making reasonable adjustments to this procedure.

Levels of Capability sanctions

Where possible, the Company will seek to deal with instances of repeated short term absence informally. Where informal steps are not enough to improve your level of attendance or where the absences become more persistent, formal action will be taken as described below. Other than in exceptional circumstances you will not normally be dismissed for a first instance of unacceptable short term absence.

Written Improvement Notice

A Written Improvement Notice will usually be applied as the first step of corrective action in case of repeated short- term absences.

The Written Improvement Notice will:

- provide an explanation of the reasons for the improvement notice;
- set out the improvement in attendance required;
- set out any support the Company can offer you;
- set out a review period during which your attendance will be monitored;
- set out the consequences of your failure to meet the required improvement in attendance; and
- confirm your right of appeal against the decision to issue you with an improvement notice.

At the end of the review period the Company will inform you whether you have achieved the improvement in attendance required in which case no further action will be taken.

If you have not achieved the improvement in attendance required the review period may be extended or further action may be taken.

Final Written Warning

If you have not achieved the improvement in attendance required as set out in the Written Improvement Notice a Final Written Warning may be issued to you. The Final Written Warning will:

- provide an explanation of the reasons for the Final Written Warning;
- set out the improvement in attendance required;
- set out any support the Company can offer you;
- set out a review period during which your attendance will be monitored;
- set out the consequences of your failure to meet the required improvement in attendance and that this could include your dismissal; and
- confirm your right of appeal against the decision to issue you with a Final Written Warning.

At the end of the review period the Company will inform you whether you have achieved the improvement in attendance required in which case no further action will be taken.

If you have not achieved the improvement in attendance required the review period may be extended or further action may be taken.

Dismissal

If you have not achieved the improvement in attendance required as set out in the Final Written Warning the outcome may be your dismissal.

You will be provided with confirmation of your dismissal in writing. This will

- set out the reasons for your dismissal;
- confirm the date your employment has terminated or will terminate; and
- confirm your right to appeal the decision to dismiss you.

The Company reserves the right, at its complete discretion, to impose a sanction short of dismissal if it is deemed appropriate. This may include demotion, transfer to a different post or another appropriate sanction. Any such decision will be confirmed to you in writing once you have been informed of the outcome.

Procedure

In the first instance, absence issues should normally be dealt with informally between you and your line manager as part of day-to-day management. The formal procedure should be used in any case where an earlier informal discussion has not resulted in a satisfactory improvement.

Invitation to a Capability meeting

If you are required to attend a formal Capability meeting, the Company will inform you of this in writing.

In the letter, the Company will set out the issues that are to be considered, the potential consequences and, since this is a formal meeting, your right to be accompanied by a companion.

Where appropriate, we will also enclose copies of relevant documents, for example, your absence records, any medical report obtained and any relevant policies. The letter will also inform you of the date and time of the meeting to allow you sufficient time to prepare your case.

Your right to be accompanied at a Capability meeting

You are entitled to be accompanied at a Capability meeting by a fellow worker or a trade union official. With the exception of those under the age of 18, when a parent or guardian will be permitted, no other person will normally be permitted to attend.

We may, at our sole discretion, allow you to bring a companion who is not a colleague or union representative where reasonable adjustments are necessary to help you overcome a particular difficulty caused by a disability.

Should you wish to be accompanied, you must notify the Company of the name and position of your chosen companion as soon as possible.

Your companion is permitted to put forward and summarise your case, respond on your behalf to views expressed in the meeting, ask questions and confer with you, but will not be entitled to answer questions directly on your behalf.

Action if you cannot attend the meeting on the proposed date

If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to advise them of this fact immediately. The meeting may then be delayed to facilitate your attendance, if this is considered reasonable.

Attending the Capability meeting

You must attend the meeting at the proposed time. Failure to participate in the process or attend arranged meetings without good reason may result in a decision being made in your absence.

Prior to the meeting, you should ensure that you are fully prepared to answer questions relating to the circumstances in question. At the meeting you will be given every opportunity to state your case and present any evidence before any decision is made.

After the Capability meeting

At the end of the meeting there will normally be an adjournment to allow for consideration of the facts. You will be informed of the outcome and any sanction will be confirmed in writing to you as soon as possible.

In some circumstances there may be a need to adjourn and reconvene a meeting at a later date if we need to gather any further information, or give consideration to matters discussed at the meeting. In this case you will be advised accordingly.

Notification of the decision

Following the Capability meeting, the Company will notify you of its decision and the Capability sanction it will apply. This letter will also explain your right to appeal against any decision taken and sanction applied.

Your right of appeal against a Capability sanction

If you wish to appeal against a decision you must submit your request in writing, stating the reasons for the appeal, to the individual identified in the letter confirming the sanction. This should be submitted within five working days of receiving notification.

The Appeal meeting

You will be informed of the date and time of the Appeal meeting. If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to inform them of this fact immediately. The meeting may then be delayed to facilitate your attendance, if this is considered reasonable. You will be entitled to be accompanied by a fellow worker or a Trade Union official.

At the Appeal meeting you will be given an opportunity to state your case. Your companion is permitted to put forward and summarise your case, respond on your behalf to views expressed in the meeting, ask questions and confer with you, but will not be entitled to answer questions directly on your behalf.

The meeting will then be adjourned to allow the Company to consider the facts and the decision will be confirmed in writing. The outcome will be communicated as soon as possible, taking into account the complexity of the issues raised in the appeal. The decision at this stage will be final.

Carer's Leave

What this policy covers

This policy applies to employees only.

The Company recognises that employees may need to take unpaid leave from work to provide or arrange care for their dependants with long-term care needs. This policy outlines the qualifying conditions and the procedure to request Carer's Leave. It also sets out how and when the leave can be taken, and provides information on your contractual rights in relation to Carer's Leave.

If you meet the qualifying conditions set out below, you are entitled to take the relevant Carer's Leave for dependants with long-term care needs. The Company will consider all requests for Carer's Leave; however, you must be aware that Carer's Leave can only be authorised at times when this does not unduly disrupt the operational needs of the business.

Your entitlements

Qualifying conditions

In order to qualify for Carer's Leave you must also have a dependant with a long-term care need.

A dependant is defined as any of the following:

- a spouse;
- a civil partner;
- a child;
- a parent;
- a person who lives in the same household as you other than as your tenant, lodger, boarder or someone you employ;
- a person who reasonably relies on you to provide or arrange care.

A dependant has a long-term care need if:

- they have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months;
- they have a disability for the purposes of the Equality Act 2010;
- they require care for a reason connected with their old age.

Taking Carer's Leave

If you meet the qualifying conditions, you are entitled to one week's unpaid leave to provide or arrange care in each rolling 12-month period.

The leave may be taken in either individual days or half days, up to a block of one week.

The right to Carer's Leave is separate to the statutory right to time off for dependants, as detailed in the Time Off for Dependants policy.

Contractual benefits during Carer's Leave

You are entitled to enjoy your normal terms and conditions of employment, with the exception of pay, while on Carer's Leave.

Procedure

You are required to give the Company notice in advance, specifying that you are entitled to take Carer's Leave, and the period of leave requested. The notice that you give should be either twice as many days as the period of leave required, or three days, whichever is greater. For example, you should give at least two weeks' notice to take one week's leave, or at least three days' notice to take one day's leave.

The right to postpone Carer's Leave

The Company may postpone a Carer's Leave request where it reasonably considers that the operation of the business would be unduly disrupted if it allowed the leave during the requested period.

If the Company is required to postpone the Carer's Leave request, it will give you a written notice as soon as possible and no later than seven days from the date of your initial request, setting out the reason for the postponement and the agreed dates on which the leave can be taken. The postponed Carer's Leave will be of the same duration and within a month of the period initially requested.

Returning to work after Carer's Leave

Your terms of employment will remain unchanged upon your return from a period of Carer's Leave.

Breach of this policy

If you take a period of Carer's Leave under this policy for any purpose other than to care or arrange care for your dependant, you may be subject to disciplinary action, up to and including dismissal.

Code of Conduct

What this policy covers

This Code of Conduct is designed to give clear guidance on the standards of behaviour expected of all employees working within the Company. Nursery staff are role models and as such, are in a unique position of influence which necessitates the need to set outstanding examples to all children with the nursery. As a member of our nursery community, each employee has an individual responsibility to maintain their personal reputation and that of the nursery, whether inside or outside of working hours.

This code of conduct applies to all employees that are employed and contracted to work for the nursery.

Behaving as a role model

All employees who work in nurseries set examples of behaviour and conduct that can be copied by children. They must therefore model high standards of conduct in order to encourage children to do the same.

- Employees should model at all times the behaviour they expect to see from their children, this includes calm responses to confrontation, diffusion techniques, respect, courtesy, empathy and patience.
- Employees must recognise the professional boundaries expected of their behaviour towards children.
- Employees must not share personal information, become overly familiar or involve children in emotional situations where it is not appropriate.
- Employees and children should be clear at all times of the boundary between nursery staff and children.

At no time should staff kiss children. Cuddles are for reassurance and when the children need comfort or reassurance. These should also be in the presence of other practitioners for your own safeguarding.

- Employees should not socialise with parents outside of nursery - this includes contact on social networking sites.
- Employees should take all reasonable precautions to avoid putting themselves at risk of allegations of unprofessional conduct. If they are concerned this may have happened they should report their concerns to the nursery manager straight away.

Professional behaviours with students

Employees have a duty to safeguard children from: physical abuse, sexual abuse, emotional abuse and neglect. The duty to safeguard children includes the duty to report concerns to the nursery's Designated Safeguarding Officer.

Employees are provided with copies of the nursery's child protection policy via the nursery website and are expected to familiarise themselves on safeguarding related policies.

Employees must act respectfully towards children at all times, for example:

- Speak in a calm objective way, even in the face of challenging circumstances;
- Show a model good manners to children;
- Treat children as we would wish to be treated ourselves;
- Judge children on current and not past behaviour;
- Be friendly and supportive, but maintain professional integrity at all times.

Employees should acknowledge that they act in 'loco parentis' and as such must take reasonable care of children under their supervision to ensure their safety and welfare.

Employees have a professional duty to inform the appropriate person if they believe that a colleague is behaving in a way that compromises the safety or well-being of a child.

Employees have an obligation to share with the nursery's Designated Safeguarding Officer any information which gives rise to concern about the safety or welfare of a child. Staff must never promise a child that they will not act on information given to them if the child is deemed to be at risk of harm.

Professional behaviours

Employees must maintain high standards of honesty and integrity in their work. This includes the handling and claiming of money as well as the use of nursery property and facilities.

Employees must not engage in conduct outside of work which could seriously damage the reputation and standing of the nursery, the employee or the reputation of other members of the nursery community. Employees must inform the nursery manager of any such situation that could bring the nursery into disrepute.

All criminal offences are likely to be regarded as unacceptable behaviours, any behaviour leading to a caution or prosecution must be reported to the nursery manager immediately.

Employees must exercise extreme caution when using information technology especially when using social networking sites. Any comments made on sites such as this that are likely to bring the nursery or children into disrepute will be deemed unacceptable behaviour. Comments regarding children or nursery business must not be made on social networking sites and staff who do so may be subject to disciplinary action.

Employees may undertake work outside of nursery, either paid or voluntary, provided that it does not conflict with the interests of the nursery or affect an individual's work performance. If you are engaged in such an activity, you should notify the nursery manager.

Employees must behave in a courteous and respectful manner towards all colleagues, irrespective of position or status with the nursery. This includes publicly supporting colleagues and dealing with concerns privately with support if necessary.

It is completely unacceptable to bully or threaten colleagues; when speaking to colleagues we should treat them as we would want to be treated.

All employees are accountable for their own actions and performance which may need to be challenged at times by leaders. All challenges should be given sensitively, constructively and shared only with those that need to know.

Employees should never act in a way that publicly undermines a colleague.

Personal and professional conduct

A nursery practitioner is expected to demonstrate consistently high standards of personal and professional conduct. The following statements define the behaviour and attitudes which set the required standards for conduct throughout a nursery practitioner's career.

Nursery practitioners uphold public trust in the profession and maintain high standards of ethics and behaviour, within and outside the nursery, by:

- Treating children with dignity, building relationships rooted in mutual respect and at all times observing proper boundaries appropriate to a nursery practitioners professional position;

Having regard for the need to safeguard children's well-being, in accordance with statutory provisions;

Showing tolerance of and respect for the rights of others;

Not undermining fundamental British Values, including democracy, the rule of law, individual liberty and mutual respect, and tolerance of those with different faiths and beliefs;

Ensuring that personal beliefs are not expressed in ways which exploit children's vulnerability or might lead them to break the law.

- Nursery practitioners must have proper and professional regard for the ethos, policies and practices of the nursery in which they teach and maintain high standards in their own attendance and punctuality.
- Nursery practitioners must have an understanding of, and always act within, the statutory frameworks which set out their professional duties and responsibilities.

Computers, Electronic Devices and Communications

What this policy covers

This policy applies to employees, workers and contractors.

This policy sets out the Company's guidelines on access to and the use of the Company's computers, electronic devices, systems and communications. It sets out the action which will be taken when breaches of the guidelines occur.

You are only permitted to use the Company's computer systems in accordance with the policies detailed in the Employee Handbook and the following guidelines.

Your responsibilities

The Company's computer systems and software and their contents belong to the Company and they are intended for business purposes only. You are not permitted to use the Company's systems for personal use, unless authorised by your manager.

You are not permitted to download or install anything from external sources unless you have express authorisation from your manager.

No device or equipment should be attached to the Company's systems without prior approval of your manager.

The Company has the right to monitor and access all aspects of its systems, including data that is stored on the Company's systems as notified to you in the Company's Privacy Notice and in compliance with data protection laws.

System security

You must only log on to the Company's systems using your own password which must be kept confidential. You should select a password that is not easily broken (e.g. not your name). Passwords with a mix of letters, numbers and other characters are more secure than passwords with only letters.

You are not permitted to use another person's password to log on to the systems, whether or not you have their permission. If you log on to a computer or electronic device using another person's password, you may be liable to disciplinary action up to and including summary dismissal for gross misconduct. If you disclose your password to another person, you may also be liable to disciplinary action.

To safeguard the Company's systems from viruses, you should take care when opening documents or communications from unknown origins. Attachments may be blocked if they are deemed to be potentially harmful to the Company's systems.

All information, documents, and data created, saved or maintained on the Company's systems remain, at all times, the property of the Company.

Processing personal data

You may have access to the personal data of other individuals and of our customers and clients that is being processed within the Company's systems in the course of your employment. Where this is the case, the Company relies on you to help meet its data protection obligations to staff and to customers and clients.

If you have access to personal data, you are required:

- to access only data that you have authority to access and only for authorised purposes;
- not to disclose data except to individuals (whether inside or outside the Company) who have appropriate authorisation
- to keep data secure by complying with rules on access to premises, access to computers including password protection and secure file storage and destruction
- not to remove personal data, or devices containing or that can be used to access personal data, from the Company's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device
- not to store personal data on local drives or on personal devices that are used for business purposes.

Failure to observe these requirements may amount to a disciplinary offence which will be dealt with under the Company's disciplinary procedure. Significant or deliberate breaches of this policy, such as accessing employee, customer or client data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to your dismissal without notice.

Use of e-mail

Where the Company's computer systems contain an e-mail facility, you should use that e-mail system for business purposes only.

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

You should take care when opening e-mails from unknown external sources. Attachments to e-mails may be blocked if they are deemed to be potentially harmful to the Company's systems.

E-mails can be the subject of legal action (for example, claims of defamation, breach of confidentiality or breach of contract) against both the person who sent them or the Company. As e-mail messages may be disclosed to any person mentioned in them, you must always ensure that the content of the e-mail is appropriate.

Abusive, obscene, discriminatory, harassing, derogatory or defamatory e-mails must never be sent to anyone. If you do so, you may be liable to disciplinary action up to and including dismissal without notice.

Internet access

You are required to limit your use of the internet to sites and searches appropriate to your job. The Company may monitor all internet use by everyone using the Company's system.

You are expressly forbidden from accessing web pages or files downloaded from the internet that could in any way be regarded as illegal, offensive, discriminatory or inappropriate.

Monitoring

Monitoring of the Company's systems, electronic devices and communications may take place in accordance with the Company's Monitoring Policy. Please refer to the Company's Monitoring Policy for further details.

Procedure

Misuse of computer systems

Examples of misuse include, but are not limited to, the following:

- accessing on-line chat rooms, blogs, social network sites
- use of on-line auction sites
- sending, receiving, downloading, displaying or disseminating material that discriminates against, degrades, insults, causes offence to or harasses others
- accessing pornographic or other inappropriate or unlawful materials
- engaging in on-line gambling
- forwarding electronic chain letters or similar material
- downloading or disseminating copyright materials
- issuing false or defamatory statements about any person or organisation via the Company's electronic systems
- unauthorised sharing of confidential information about the Company or any person or organisation connected to the Company,
- unauthorised disclosure of personal data; and
- loading or running unauthorised games or software

Any evidence of misuse may result in disciplinary action up to and including dismissal without notice. If necessary, information gathered in connection with the investigation may be handed to the police.

Complaints of bullying and harassment

If you feel that you have been harassed, bullied or are offended by material received from a colleague, you should inform your manager immediately.

Conduct and Standards

What this policy covers

This policy applies to employees, workers and contractors.

This policy details the main standards of behaviour that you need to adhere to and also details the behaviours that the Company would normally regard as gross misconduct. The standards of behaviour and the details of gross misconduct listed in this policy should not be considered exhaustive.

Your duties and responsibilities

You are under a duty to comply with the standards of behaviour required by the Company and to behave in a reasonable manner at all times.

Attendance and Timekeeping

You must:

- comply with the rules relating to notification of absence set out in the Company's Absence Procedure
- arrive at work promptly, ready to start work at your contracted starting time
- remain at work until your contracted finishing time
- obtain management authorisation if for any reason you wish to arrive later or leave earlier than your agreed normal start and finish times

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

Persistent poor timekeeping may result in disciplinary action.

Conduct Standards

You must:

- maintain satisfactory standards of performance at work
- comply with all reasonable management instructions
- co-operate fully with your colleagues and with management
- ensure the maintenance of acceptable standards of politeness
- take all necessary steps to safeguard the Company's public image and preserve positive relationships with all persons and organisations connected to the Company
- ensure that you behave in a way that does not constitute unlawful discrimination
- comply with the Company's Operating Policies and Procedures

Unless otherwise instructed, personal mobile telephones must be switched off at all times during normal working hours.

Readiness for Work and Punctuality

You are required to be present, appropriately attired, and fully prepared to commence duties at your designated start time each working day. This includes being ready to work before the arrival of children to ensure a safe, calm, and welcoming environment.

Failure to be ready to work at the agreed start time may lead to disciplinary action in accordance with the company's policies and procedures.

Children

You are required to ensure that any personal relationships with the Company's clients, in particular parents of children attending the Nursery, do not affect the level of care that any particular child/children receive/s. All children attending the Nursery must receive the same high standard of care.

You may not babysit or childmind for any child registered with one of the nurseries.

You are not permitted to bring into the nursery, or use, any camera except for the nursery camera, the use of which has been previously authorised by the Nursery Manager.

You are only permitted to use personal camera phones in the staff room while on an authorised break. Telephones must be stored in the lockers provided and not taken into the nursery areas.

You must not take a child out of Nursery premises unless they are on a scheduled outing or visit which has been pre authorised by the Company.

Medication

You may never administer medication to any child unless they have received prior written authority to do so from the Company. Further information is contained in the Medication Procedure.

Flexibility

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

You may also be required to undertake duties outside your normal job remit and to work at locations other than your normal place of work.

Human resources personnel

The Company aims to have a high quality staff team that act at all times in the best interests of children's safety and welfare. To achieve this we have a range of policies to support the recruitment, development and retention of staff.

The Company's policies in respect of personnel are governed by the following:

- The best interests of the children, their welfare, safety, care and development;
- The requirements of the Early Years Foundation Stage;
- The needs of the children including maintaining continuity of care;
- Compatibility between all employees and the building of a good team spirit;
- Consideration of the advancement of each employee both by internal and external training to help them achieve their maximum potential;
- Equal pay for work of equal value;
- Compliance with the current legislation including the principles of the Equality Act 2010 and all current legislation governing discrimination.

We will ensure:

- The provision of a person specification and job description for every member of staff prior to an interview;
- All interviews will follow our recruitment procedures to ensure safe and fair and non-discriminatory recruitment occurs;
- The provision of a statement of terms and conditions and contract for every employee in employment;
- Prior to commencement of employment, the successful applicant shall be provided with an offer letter (conditional on an enhanced Disclosure and Barring Service (DBS) clearance) with the induction procedure and any details of other information relevant for their first day of work;
- New employees will be provided with access to all the policies and procedures and we will ensure their understanding and adherence to these over an induction period;
- Harassment of any employee relating to sex, race, sexual orientation, gender, gender reassignment, age, religion or belief and disability will not be acceptable. This includes unwanted verbal or physical third-party harassment by those not employed by the nursery.

Confidentiality

You must keep confidential, except as required by law, both during your employment and at any time after its termination, all information gained in the course of your employment about the Company and that of all persons and organisations connected to the Company.

Conduct while representing the Company

As a general rule, behaviour outside of normal working hours is a personal matter and does not directly concern the Company. However, there are some exceptions to this rule. The Company will become involved when incidents occur:

- at office parties or other work related social occasions or gatherings
- at social occasions or gatherings organised by a third party, where you have been invited in your capacity as a representative of the Company
- at work related conferences
- while working away on business on behalf of the Company

On these occasions you are expected to behave in an appropriate and responsible manner, keeping in mind that you are representing the Company. You are instructed specifically not to consume any alcohol at such events where you are driving.

If your conduct brings the Company into disrepute you will be subject to the Company's disciplinary procedure. Such behaviour may be viewed as a gross misconduct offence and could render you liable to disciplinary action up to and including dismissal without notice.

Outside activities and other employment

You are not permitted to engage in any activity outside your employment with the Company that could reasonably be interpreted as competing with the Company.

You are required to seek permission from management before taking on any other employment while employed by the Company unless you are on a zero hours contract.

Health and Safety

It is your duty and responsibility to familiarise yourself with, and to comply with, the Company or any third party's health and safety policies and procedures. Breach of these rules may result in disciplinary action, up to and including the termination of your employment without notice for gross misconduct.

You must report all accidents, however minor, as soon as possible, making a comprehensive entry in the Company's Accident Book.

Special consideration for employees

The Company recognises that certain employees such as, but not limited to, young persons, new and expectant mothers and persons with a disability, may require special consideration.

The Company follows the legal requirements set out in The Management of Health and Safety at Work Regulations 1992 and the Equality Act 2010. Our Health and Safety Policy has regard to any employees requiring special consideration at the commencement of employment and during the course of it. The following procedure is followed.

The nursery manager will:

- Assess any employee requiring special consideration in conjunction with the individual on induction to the nursery or when their condition or disablement comes to light;
- Carry out any risks assessments relating to the occupation of such employees;
- Agree with the employee any necessary special measures such as training and supervision, arrangements, modifications and medical surveillance;
- Carry out further assessments and reviews at least annually, or if and when any changes to the special circumstances or environment occur.

Property and equipment

You are not permitted to make use of Company or a third party's telephone, fax, postal or other services for personal purposes.

You must not remove property or equipment from Company or a third party's premises unless for use on authorised business or with the permission of management.

Where you damage property belonging to the Company either through misuse or carelessness, the Company reserves the right to make a deduction from your pay in respect of the damaged property.

On termination of your employment you must return all Company property, such as keys, laptops, mobile telephones, Company vehicles, documents or any other items belonging to the Company.

Clear desk policy

To improve the security and confidentiality, you are required to ensure that when your workstation is unoccupied you take all necessary steps to clear your work station of any sensitive and confidential information.

This ensures that all sensitive and confidential information, whether it be on paper, a storage device, or a hardware device, is properly locked away or disposed of when a workstation is not in use. This policy will reduce the risk of unauthorized access, data protection breaches, loss of, and damage to information during and outside of normal business hours or when workstations are left unattended.

Whenever a desk is unoccupied for an extended period of time the following will apply:

- All sensitive and confidential paperwork must be removed from the desk and locked in a drawer or filing cabinet. This includes mass storage devices such as CDs, DVDs, and USB drives;
- All waste paper which contains sensitive or confidential information must be placed in the designated confidential waste bins. Under no circumstances should this information be placed in regular waste paper bins;
- Computer workstations must be locked when the desk is unoccupied and completely shut down at the end of the work day;
- Laptops, tablets, and other hardware devices must be removed from the desk and locked in a drawer or filing cabinet;
- Keys for accessing drawers or filing cabinets should not be left unattended at a desk.

Printers and scanners should be treated with the same care.

Personal searches

The Company may reasonably request to search your clothing, personal baggage, personal storage areas or vehicles. An authorised person must conduct any such search in the presence of an independent witness. Should you refuse such a request, the Company will require the appropriate authorities to conduct the search on behalf of the Company. Failure to co-operate with the Company in this respect may be treated as gross misconduct.

Personal property

You are solely responsible for the safety of your personal possessions on Company premises and should ensure that your personal possessions are kept in a safe place at all times. If you find an item of lost property on the premises, you are required to inform management immediately.

Expenses

The Company will normally reimburse you in respect of any expenses wholly, necessarily and proportionately incurred in the course of your work against the relevant receipts. The Company reserves the right to refuse to pay an expense claim where the expenditure is unreasonable, disproportionate or unnecessary

Smoking

In accordance with Smoke-Free Legislation, smoking is not permitted anywhere on Company premises and is only permitted during normal break times. Further information is set out in the Company's No Smoking Policy.

Environment

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

Changes in Personal Details

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

Meetings

The Company will normally arrange for summary minutes to be taken at any formal meeting. It is not the policy of the Company to record meetings by any other means (e.g. digital, audio recording and photographs). You (or any party accompanying you) must not record any meeting without the express permission of the Company in advance. Where a meeting is to be recorded then parties must agree to it in advance. If requested, a copy of the minutes/recording will be provided (in line with data protection principles).

Monetary Transactions

You may only handle cash or receive payments on behalf of the Company where you are specifically authorised to do so.

You are responsible for all monetary transactions that you handle. Should the Company suffer any loss through your negligence then the loss shall be deducted from your pay in accordance with the provisions of the Employment Rights Act 1996.

Breach of this policy

A breach of the Company's standards of behaviour is likely to result in disciplinary action being taken.

Gross Misconduct

Set out below are details of behaviour that the Company views as gross misconduct, which is likely to result in dismissal without notice. This list is not exhaustive. Such behaviour includes:

- theft, dishonesty or fraud
- deliberate recording of incorrect working hours
- unauthorised absence
- smoking on Company or a third party's premises or in a vehicle belonging to the Company
- sleeping during working hours
- assault, acts of violence or aggression
- bullying
- unacceptable use of obscene or abusive language
- possession or use of or being under the influence of non-medicinal drugs or alcohol on Company premises or during working hours
- wilful damage to Company, employee or third party property
- serious insubordination
- serious or gross negligence
- bringing the Company into disrepute
- falsification of records or other Company documents, including those relating to obtaining employment
- unlawful discrimination, including acts of indecency or harassment
- refusal to carry out reasonable management instructions
- gambling, bribery or corruption
- serious breach of health and safety policies and procedures
- breach of confidentiality, including the unauthorised disclosure of Company information to the media or any other party
- unauthorised accessing or use of computer data
- unauthorised copying of computer software
- breach of Safeguarding Code of Conduct

Data Protection

What this policy covers

This policy details your rights and obligations in relation to your personal data and the personal data of third parties that you may come into contact with during the course of your work. In addition to this Policy, you will be provided with a Privacy Notice for you to sign, this will be held on your personnel file.

"Personal data" is any information that relates to a living individual who can be identified from that information.

"Processing" is any use that is made of personal data, including collecting, storing, amending, disclosing or destroying it.

"Special categories of personal data" means information about an individual's racial or ethnic origin, political opinions, religious or political beliefs, trade union membership, health, sex life or sexual orientation and biometric data.

"Criminal records data" means information about an individual's criminal convictions and offences and information relating to criminal allegations and proceedings.

If you have access to the personal, special categories or criminal records data of staff or of third parties, you must comply with this Policy. Failure to comply with the Policy and procedures may result in disciplinary action up to and including dismissal without notice.

Data Protection principles

The Company processes HR-related personal data in accordance with the following data protection principles:

- the Company processes personal data lawfully, fairly and in a transparent manner;
- the Company collects personal data only for specified, explicit and legitimate purposes;
- the Company processes personal data only where it is adequate, relevant and limited to what is necessary for the purposes of the processing;
- the Company keeps accurate personal data and takes all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay;
- the Company retains personal data only for the period necessary for the processing;
- the Company adopts appropriate measures to make sure that personal data is secure and is protected against unauthorised or unlawful processing and from accidental loss, destruction or damage.

Your entitlements

Data protection legislation prescribes the way in which the Company may collect, retain and handle personal data. The Company will comply with the requirements of data protection legislation and anyone who handles personal data in the course of their work must also comply with it.

The Company will inform individuals of the reasons for processing their personal data, how it uses such data and the legal basis for processing in its privacy notices. It will not process personal data about individuals for other reasons.

Where the Company processes special categories of personal data or criminal records data to perform obligations or to exercise rights in employment law, this is done in accordance with the rules relating to special categories of data and criminal records data.

The Company will update HR-related personal data promptly if an individual advises that their information has changed or is inaccurate.

Personal data gathered during the employment or engagement of an employee, worker, contractor, volunteer, or intern is held in the individual's personal file (in hard copy or electronic format, or both), and on HR systems. The periods for which the Company holds HR-related personal data are contained in its privacy notices.

Access to your personal data [subject access requests]

You have the right to make a subject access request. If you make such a request, the Company will tell you:

- whether or not your data is processed and if so why; the categories of personal data concerned and the source of the data if it is not collected from you;
- to whom your data may be disclosed, including any recipients located outside the UK and the safeguards that apply to any such transfers;
- for how long your personal data is stored or how that period is decided;
- your rights to rectification or erasure of data, or to restrict or object to processing;
- your right to complain to the Information Commissioner if you think the Company has failed to comply with your data protection rights; and
- whether or not the Company carries out any automated decision-making and the logic involved in such decision-making.

The Company will also provide you with a copy of the personal data undergoing processing. This will normally be in electronic form if you have made the request electronically, unless you request otherwise.

If you want additional copies, the Company will charge a fee, which will be based on the administrative cost of providing the additional copies.

Other rights

You have a number of other rights in relation to your personal data. You can require the Company to:

- rectify inaccurate data;
- stop processing or erase data if your interests override the Company's legitimate grounds for processing data (where the Company relies on its legitimate interests as a lawful basis for processing data);
- stop processing or erase data if it is unlawful; and
- stop processing data for a period if it is inaccurate or if there is a dispute about whether or not your interests override the Company's legitimate interests for processing the data.

Complaints

If you have any concerns or complaints in relation to your rights, please follow the process set out in the grievance procedure. We aim to manage data protection complaints internally without employees having to escalate matters externally. In accordance with our grievance procedure we will investigate any concerns, provide clear outcomes and seek to resolve complaints satisfactorily. In the event that you are not satisfied with any outcome you are entitled to complain to the Information Commissioner. Upon receiving a complaint we will acknowledge receipt within 30 days.

Your responsibilities

You are responsible for helping the Company keep your personal data accurate and up to date. You should let the Company know if personal data provided to the Company changes, for example, if you change bank or move house.

You may have access to the personal data of other individuals and of our customers or clients in the course of your employment, contract, volunteer period, internship or apprenticeship. Where this is the case, the Company relies on you to help meet its data protection obligations.

If you have access to personal data, you are required:

- to access only data that you have authority to access and only for authorised purposes;
- not to disclose data except to individuals (whether inside or outside the Company) who have appropriate authorisation;
- to keep data secure (for example by complying with rules on access to premises, computer access including password protection, and secure file storage and destruction);
- not to remove personal data or devices containing or that can be used to access personal data, from the Company's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device; and
- not to store personal data on local drives or on personal devices that are used for work purposes.

Failure to observe these requirements may amount to a disciplinary offence which will be dealt with under the Company's disciplinary procedure. Significant or deliberate breaches of this policy, such as accessing employee, customer or client data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to your dismissal without notice.

Processing special categories and criminal records data

The Company will process special categories and criminal records data primarily where it is necessary to enable the Company to meet its legal obligations and in particular to ensure adherence to health and safety legislation; vulnerable groups protection legislation; or for equal opportunities monitoring purposes.

Procedure

The Company keeps a record of its processing activities in respect of HR-related personal data in accordance with the requirements of data protection legislation.

Personal data relating to staff may be collected by the Company for the purposes of:

- making a decision about your recruitment or appointment;
- determining the terms on which you work for us;
- checking you are legally entitled to work in the UK;
- paying you and, if you are an employee, deducting tax and National Insurance contributions;
- liaising with your pension provider;
- administering the contract we have entered into with you;
- business management and planning, including accounting and auditing;
- conducting performance reviews, managing performance and determining performance requirements;
- making decisions about salary reviews and compensation;
- assessing qualifications for a particular job or task, including decisions about promotions;

- gathering evidence for possible grievance or disciplinary hearings;
- making decisions about your continued employment or engagement;
- making arrangements for the termination of our working relationship;
- education, training and development requirements;
- dealing with possible legal disputes involving you, or other employees, workers and contractors, including accidents at work;
- ascertaining your fitness to work;
- managing sickness absence;
- complying with health and safety obligations;
- to prevent fraud;
- to monitor your use of our information and communication systems to ensure compliance with our policies;
- to ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution;
- to record digital meetings to allow replay or storage;
- to conduct data analytics studies to review and better understand employee retention and attrition rates, and
- equal opportunities monitoring

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

How we use special categories and criminal records data

"Special categories" data and "criminal records" data require higher levels of protection. We need to have further justification for collecting, storing and processing these types of personal data. We may process special categories or criminal records data in the following circumstances:

- in limited circumstances, with your explicit written consent;
- where we need to carry out our legal obligations;
- where it is needed in the public interest, such as for equal opportunities monitoring, or in relation to our occupational pension scheme;
- where it is needed to assess your working capacity on health grounds.

Less commonly, we may process this type of data where it is needed in relation to legal claims or where it is needed to protect your vital interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

Accuracy of personal data

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

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

Security of personal data

The Company will ensure that personal data is not processed unlawfully, lost or damaged. If you have access to personal data during the course of your employment, you must also comply with this obligation. If you believe you have lost any personal data in the course of your work, you must report it to your manager immediately. Failure to do so may result in disciplinary action up to and including dismissal without notice.

Data breaches

The Company will record all data breaches regardless of their effect.

If we discover that there has been a breach of HR-related personal data that poses a risk to the rights and freedoms of individuals, we will report it to the Information Commissioner within 72 hours of discovery.

If the breach is likely to result in a high risk to the rights and freedoms of individuals, we will tell affected individuals that there has been a breach and provide them with information about the likely consequences of the breach and the mitigation measures we have taken.

Access to personal data ["subject access requests"]

To make a subject access request, you should send your request to the Company. In some cases, the Company may need to ask for proof of identification before the request can be processed. We will inform you if we need to verify your identity and the documents we require.

We will normally respond to a request within one month from the date we receive it. In some cases, such as where the Company processes large amounts of the individual's data, we may respond within three months of the date the request is received. We will write to the individual within one month of receiving the original request to tell them if this is the case.

If a subject access request is manifestly unfounded or excessive, the Company is not obliged to comply with it. Alternatively, we can agree to respond but will charge a fee, which will be based on the administrative cost of responding to the request. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which we have already responded. If you submit a request that is unfounded or excessive, we will notify you that this is the case and whether or not we will respond to it.

Disciplinary Policy and Procedure

What this policy covers

This policy applies to employees only.

This policy is designed to ensure that all disciplinary matters are dealt with promptly, fairly and consistently and to encourage an improvement in individual conduct and/or performance. It outlines the procedures that the Company will follow should there be a need to take disciplinary action and your right to appeal.

The Company reserves the right to discipline or dismiss you without following the Disciplinary Procedure if you:

- are an employee with less than 24 months' continuous service; or
- have less than six months' continuous service effective from 1 January 2027; or
- are engaged as a worker.

Your entitlements and responsibilities

The Company aims to deal with disciplinary matters promptly and fairly.

You have the right to appeal against a decision the Company makes at a disciplinary meeting. In these cases, the Company will make every effort for the appeal to be dealt with by a different manager to the person who dealt with the matter initially.

The Company's decision at the appeal stage is final and there is no further right of appeal.

You have a responsibility to assist the Company, if required, to investigate the matters raised at disciplinary meetings and comply with the disciplinary procedures.

Disciplinary sanctions

The level of the disciplinary sanction, if any, will be determined by the severity of the offence. The Company will normally select one of the following:

Written warning

A Written Warning will usually be applied as the first step of corrective action following unsatisfactory performance or conduct offences.

The Company will define the unacceptable acts and explain the conduct or standards required in the future. You will be advised in writing that a failure to improve the standard of conduct or performance may result in further disciplinary action. A time limit will be placed on the warning.

Final written warning

A Final Written Warning is usually applied after a Written Warning has been given and performance or conduct has not improved but may be applied after a more serious first or a second offence.

You will be advised in writing that a failure to improve the standard of conduct or performance may result in dismissal. A time limit will be placed on the warning.

Dismissal

Dismissal occurs when your employment is terminated either with or without notice. Dismissal without notice is also referred to as 'summary dismissal' and is restricted to cases of gross misconduct.

The Company reserves the right, at its complete discretion, to impose a sanction short of dismissal if it is deemed appropriate. This may include demotion, transfer to a different post or another appropriate sanction. Any such decision will be confirmed to you in writing once you have been informed of the outcome.

Disciplinary procedure

Suspension from work

If the Company believes it is appropriate, it may decide to suspend you from your work pending further investigation or disciplinary action. Suspension itself is not a disciplinary sanction.

If a decision to suspend is made, you will be informed verbally and this will usually be followed up in writing. While you are suspended, you should not attend work or make contact with anyone connected to the Company unless otherwise instructed by the Company. If you need to contact anyone connected to the Company while you are suspended, you must notify your manager. Any reasonable request will not be refused. Breach of the terms of your suspension may result in additional disciplinary action up to and including dismissal without notice.

The Company will endeavour to keep any suspension as brief as possible. Any period of suspension will normally be on full pay. However, should you fail to co-operate at any time with the investigatory process, for example by failing to attend any meeting, without good reason then the Company reserves the right to treat this as unauthorised absence and this may result in pay being withheld until such time as you attend any rearranged meeting.

Your entitlement to pay if you fall sick during a period of suspension will be in accordance with the Sick Pay policy.

Investigation Meetings

Depending on the circumstances, you may be required to attend Investigation Meetings before a decision is taken to invoke the disciplinary procedure. An Investigation Meeting is an informal meeting and so you are not permitted to be accompanied unless you are under the age of 18 (when a parent or guardian will be permitted).

You must notify and obtain the consent of all those present at the meeting if you intend to record it.

Depending on the outcome of the investigation, the Company will decide whether or not to proceed with a Disciplinary Meeting.

If it is decided that there is no case to answer then you will be informed of this fact either verbally or in writing. You will be expected to return to work at the agreed date and time. This will end the process.

Recording meetings

The Company will normally arrange for summary minutes to be taken at any formal meeting. It is not the policy of the Company to record meetings by any other means (e.g. digital, audio recording and photographs). You (or any party accompanying you) must not record any meeting without the express permission of the Company in advance. Where a meeting is to be recorded then parties must agree to it in advance. If requested, a copy of the minutes/recording will be provided (in line with data protection principles).

Invitation to a Disciplinary Meeting

If you are required to attend a Disciplinary Meeting, the Company will inform you of this in writing.

In the letter, the Company will set out the issues that are to be considered, how seriously these are being viewed, the potential consequences and details of any intention to call witnesses. The letter will also inform you of the date and time of the meeting to allow you sufficient time to prepare your case.

As this is a formal meeting, the letter will also detail your right to be accompanied.

Your right to be accompanied at a Disciplinary Meeting

You are entitled to be accompanied at a Disciplinary Meeting by a fellow worker or a trade union official. With the exception of those under the age of 18, when a parent or guardian will be permitted, no other person will be permitted to attend.

Should you wish to be accompanied, you must notify the Company of the name and position of your chosen companion as soon as possible.

Your companion is permitted to put forward and summarise your case, respond on your behalf to views expressed in the meeting, ask questions and confer with you, but will not be entitled to answer questions directly on your behalf.

Action if you cannot attend the meeting on the proposed date

If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to advise them of this fact immediately. The meeting may then be delayed to facilitate your attendance, if this is considered reasonable.

Attending the disciplinary meeting

You must attend the meeting at the proposed time. Failure to participate in the process or attend arranged meetings without good reason may result in additional disciplinary action or a decision being made in your absence.

Prior to the meeting, you should ensure that you are fully prepared to answer questions relating to the incident/circumstances in question. At the meeting you will be given every opportunity to state your case, present any evidence and call relevant witnesses before any decision is made.

You must notify and obtain the consent of all those present at the meeting if you intend to record it.

After the Disciplinary Meeting

At the end of the meeting there will normally be an adjournment to allow for consideration of the facts. You will be informed of the outcome and any sanction will be confirmed in writing to you as soon as possible.

In some circumstances there may be a need to adjourn and reconvene a meeting at a later date, to allow further investigation. In this case you will be advised accordingly.

Notification of the decision and disciplinary sanction

Following the Disciplinary Meeting, the Company will notify you of its decision and the disciplinary sanction it will apply. This letter will also explain your right to appeal against any decision taken and sanction applied.

Your right of appeal against disciplinary action

If you wish to appeal against a decision you must submit your request in writing, stating the reasons for the appeal, to the individual identified in the letter confirming the sanction. This should be submitted within five working days of receiving notification.

The Appeal Meeting

You will be informed of the date and time of the Appeal Meeting. If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to inform them of this fact immediately. The meeting may then be delayed to facilitate your attendance, if this is considered reasonable. You will be entitled to be accompanied by a fellow worker or a Trade Union official.

You must notify and obtain the consent of all those present at the meeting if you intend to record it.

At the Appeal Meeting you will be given an opportunity to state your case. Your companion is permitted to put forward and summarise your case, respond on your behalf to views expressed in the meeting, ask questions and confer with you, but will not be entitled to answer questions directly on your behalf.

The meeting will then be adjourned to allow the Company to consider the facts and the decision will be confirmed in writing. The outcome will be communicated as soon as possible, taking into account the complexity of the issues raised in the appeal. The decision at this stage will be final.

Disclosures and Disclosure Information

What this policy covers

This policy applies to employees, workers and contractors.

The Company uses a Disclosure service to assess the suitability of individuals for employment in positions of trust. As recipients of Disclosure Information, the Company must comply fully with the relevant Code of Practice.

This policy outlines the Company's legal basis for processing and also obligations in respect of the handling, use, storage, retention and disposal of Disclosures and Disclosure Information. It also sets out your obligations regarding disclosing information and the implications of an unsatisfactory disclosure being received.

The Company's responsibilities

General principles

The Company will only process Disclosure and Disclosure Information to perform obligations or to exercise rights in employment law as provided under data protection legislation.

The Company will tell you the reasons for processing Disclosure and Disclosure Information, how it uses such data and the legal basis for this processing in its Privacy Notices.

Where a Disclosure is required for the position concerned, all application forms, job advertisements and recruitment briefs will contain a statement that a Disclosure will be conducted in the event of the candidate being offered the position.

The Company also complies fully with its obligations under data protection legislation and other relevant legislation pertaining to the safe handling, use, storage, retention and disposal of Disclosure Information.

Use of disclosure information

Disclosure Information is only used for the specific purpose for which it was requested, as detailed in the Company's Privacy Notice and for which the Company has the legal right to use it and for which your full consent has been given.

In the event of an unsatisfactory Disclosure the Company will arrange to meet with you to discuss this issue and reserves the right to withdraw any employment offer or terminate your employment.

Storage and access

Disclosure Information is held separately from your personnel file and stored securely, in lockable, non-portable, storage containers with access strictly controlled and limited to those who are entitled to see it as part of their duties.

Handling

In accordance with relevant legislation, Disclosure Information is only passed to those who are authorised to receive it in the course of their duties. The Company maintains a record of all those to whom Disclosures or Disclosure Information has been revealed and recognises that it is a criminal offence to pass this information to anyone who is not entitled to receive it.

Retention

The Company will not retain your Disclosure Information for any longer than is absolutely necessary. This retention will allow for the consideration and resolution of any dispute or complaint, or be for the purpose of completing safeguarding audits.

Throughout this time the usual conditions regarding safe storage and strictly controlled access will prevail.

Disposal

Once the retention period has elapsed, the Company will ensure your Disclosure Information is immediately destroyed by secure means. While awaiting destruction, Disclosure Information will not be stored in any unsecured receptacle (e.g. waste bin).

The Company will not keep any photocopy or other image of the Disclosure Information or any copy or representation of the contents of a Disclosure. However, the Company may keep a record of the date of issue of a Disclosure, the name of the subject, the type of Disclosure requested, the position in relation to which the Disclosure was requested, the unique reference number of the Disclosure and the details of the recruitment decision taken.

Your responsibilities

You are required to inform the Company immediately if at any time during your employment you are questioned in connection with, charged with or convicted of any criminal offence or if you are in receipt of any notice of prosecution or police caution. Failure to notify the Company may result in disciplinary action against you, up to and including dismissal without notice for gross misconduct.

Domestic Abuse

What this policy covers

This policy applies to employees, workers and contractors.

The Company wishes for all staff to be comfortable in being themselves at work, and to provide a safe working environment.

The purpose of this policy is to detail the support available to you from the Company if you are experiencing domestic abuse, or are suffering the effects of previous abuse. This policy also details how signs of domestic abuse may be spotted, and how we will deal with any perpetrators.

What is domestic abuse?

Domestic abuse often occurs in relationships, but may also occur between family members. Anyone can experience domestic abuse, which can take many forms, including but not limited to:

- physical violence;
- controlling behaviour; and
- financial, emotional, verbal and/or sexual abuse.

Raising awareness and spotting signs

Managers will be informed of how to spot the signs of domestic abuse, which may include (but are not limited to):

- becoming withdrawn, anxious, isolated, secretive and/or depressed;
- appearing to have a decrease in self-esteem and/or self-confidence;
- changes in appearance;
- a drop in performance;
- more frequent absence and/or lateness;
- spending more time at work out of hours;
- mentioning controlling behaviour in their partner or family member;
- the partner or family member makes regular phone calls and/or visits to the workplace;
- physical signs (such as bruising); and
- excessive drinking and/or substance abuse.

Managers will reach out to the member of staff in these circumstances, to explore how they are, what changes the manager has noticed, what the reasons may be, and offer support.

If you believe that one of your colleagues may be experiencing domestic abuse, please reach out to them if you feel able, and/or seek guidance from your line manager.

In order to raise awareness of domestic abuse, we may display information posters around the Company premises and/or offer information/ training sessions to managers and staff.

Available support

Where possible, the Company will provide support as you may reasonably require. Examples of the support we may be able to provide include (but are not limited to):

- a safe space for you to discuss the issue;
- ensuring your work environment is safe and secure where reasonably practicable (such as ensuring that you are not working alone);
- allowing you unpaid time off work to seek specialist support (paid time off may be agreed at the Company's discretion);
- being flexible with your working hours, duties and/or workplace, on a temporary or longer-term basis (please also refer to the Flexible Working Policy) where reasonably practicable;
- paying all or some of your wages into different bank accounts;
- diverting phone calls/visits from your partner/family member;
- agreeing code words or signals to flag if you are in danger; and
- signposting you to other organisations who may be able to provide further support and/or involving expert organisations if appropriate.

Please refer to your line manager for initial support, or another manager if you feel more comfortable. All conversations will be confidential, unless the manager believes that there is an imminent threat to life or of harm (when we may need to contact the police).

We will be guided by the support you feel you require where possible, rather than make any assumptions, and will work with you to provide practical and ongoing support, for as long as is reasonably required.

Perpetrators

Where the Company becomes aware that a member of staff is a perpetrator or alleged perpetrator of domestic abuse, we may provide them with support to assist in changing their behaviour, depending on the circumstances. Perpetrators should contact their line manager in the first instance to discuss what support may be appropriate.

However, we recognise that any form of domestic abuse is unacceptable, and reserves the right to treat such conduct, whether it is committed inside or outside of work, as a disciplinary matter, which could result in summary dismissal depending on the circumstances where the perpetrator is an employee. (Where the perpetrator is not an employee then the Company reserves the right to terminate the applicable agreement or contract).

Circumstances that may give rise to disciplinary action or dismissal, in relation to abuse committed outside of work, include:

- where the abuse is linked to work in any way;
- If the Company's trust and confidence in the perpetrator has been destroyed;
- if the abuse undermines the perpetrator's suitability for their role;
- if the perpetrator is unable to perform their role (for example, due to a custodial sentence);
- if the abuse has brought the Company into disrepute.

If the alleged perpetrator and the member of staff making the allegation/survivor both work for the Company, then we may take any of the following steps to support the investigation into the allegations:

- require the alleged perpetrator to undertake different duties, work different hours and/or move to work in a different part of the organisation for the duration of the investigation;
- suspend the alleged perpetrator on full pay for the duration of the investigation, in accordance with the Disciplinary Policy & Procedure;
- agree with the member of staff making the allegation/survivor that they undertake different duties, work different hours and/or move to work in a different part of the organisation for the duration of the investigation.

Data Protection

The Company will process any personal data collected in accordance with its Data Protection Policy. Data collected from the point at which the Company becomes aware of the issue is held securely and accessed by, and disclosed to, individuals only for the purposes of providing the necessary support.

Dress Code

What this policy covers

This policy applies to employees and workers.

Personal appearance and cleanliness makes an important contribution to the Company's reputation and image. For this reason, it is important that your personal appearance is professional, creates a good first impression and reflects the environment in which you work.

The directions and requirements within this policy are not exhaustive and you will be expected to comply with further management instructions concerning dress, appearance and cleanliness.

Your responsibilities

General Guidelines

You must always dress in your uniform provided. If a uniform or specified clothing is not provided or for a dress down day, you are required to dress in a manner appropriate to the function in which you are engaged.

Non uniform clothing should be smart, professional, appropriate and suitable for the role. You should avoid wearing clothing that causes offence to others through exposure to skin, inappropriate or offensive logos or is overly casual in appearance.

You must ensure that your hands and nails are clean and tidy when at work. Nails must not be more than 0.5cm in length past your fingertip.

Jewellery should be kept to a minimum in line with responsibilities towards health and safety of yourself and others. Employees are expected to avoid all facial piercings, stretchers or bars in order to model good practice to children.

Employees should not wear open toe footwear on the grounds of health and safety.

Uniforms and Company Clothing

It is a condition of your employment that you wear any uniforms or clothing specified by the Company at all times during working hours. This includes personal protective clothing.

The Company will supply you with the appropriate uniforms or clothing at the Company's expense. You are expected to take care of any such items and to maintain them in a reasonable condition. Any damage caused to uniforms or clothing as a result of your actions may result in an appropriate deduction being made from your pay.

You must return any uniforms or clothing supplied by the Company at the termination of your employment. The Company reserves the right to deduct from your final pay the cost of any uniforms or clothing that are lost, damaged or not returned.

To maintain a professional, safe, and child-appropriate environment, the company will provide the top part of the uniform (polo shirts, jackets, etc). Employees are required to wear plain black bottoms (e.g., trousers or leggings) and black, comfortable, closed-toe shoes (trainers are permitted). For health and safety reasons, open-toe footwear, high heels, and shoes without adequate support are not permitted.

Clothing must be modest and suitable for working with children. This includes avoiding skirts, dresses, or garments that are revealing, excessively tight, or otherwise inappropriate for active and hands-on work. All clothing should allow for ease of movement and reflect a professional standard aligned with the nature of our work.

Equality, Diversity and Inclusion

What this policy covers

This policy applies to employees, workers and contractors.

The Company values and actively strives to have a diverse and inclusive workforce in a working environment free from discrimination. An inclusive work culture where people of different backgrounds are valued equally will ensure better outcomes for us all. We continually engage with our staff as well as external partners to help us to understand how we can make our workplace more inclusive and gain an insight into what our staff need most from us.

The Company will seek to promote the principles of equality, diversity and inclusion in all its dealings with employees, workers, job applicants, clients, customers, suppliers, contractors, recruitment agencies and the public.

Everyone who acts on the Company's behalf are required to adhere to this policy when undertaking their duties or when representing the Company.

Your entitlements and responsibilities

Unlawful discrimination

Unlawful discrimination of any kind in the working environment will not be tolerated and the Company will take all necessary action to prevent its occurrence.

Specifically, the Company aims to ensure that no employee, worker or job applicant is subject to unlawful discrimination, either directly or indirectly, on the grounds of sex, gender reassignment, race (including colour, nationality, caste and ethnic origin), disability, having a neurodivergent condition, sexual orientation, marital status, part-time status, pregnancy or maternity, age, religion or belief, political belief or affiliation or trade union membership. This commitment applies to all aspects of employment, including:

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

Equality, diversity and inclusion practice is developing constantly as social attitudes and legislation change. The Company will review all policies and implement necessary changes where these could improve equality of opportunity.

Inclusion

Everyone within the Company must fully understand and comprehend how this policy will affect them. When working for or representing the Company you must abide by the following when carrying out your duties:

- ensure that you are always presenting the best of yourself at work and in supporting your colleagues so that we encourage an engaged, welcoming and committed workplace which realises the potential of all involved
- understand the policies surrounding Equality, Diversity and Inclusion in the capacity of your role and how they affect not only you but your fellow colleagues
- be receptive and open to differences and where appropriate challenge your own thinking to ensure you do not fall foul of making assumptions about colleagues and/or service users who may be different to you
- understand the full breadth of the negative impact discrimination of any kind can have on the Company, our service users and your colleagues
- follow the appropriate channels to challenge behaviours that are not inclusive
- ensure that the Company's Equality, Diversity and Inclusion Policy is at the forefront of your mind when dealing with service users in order to respect their differences so that you represent the Company in the correct light.

Managers

In addition, managers must:

- establish inclusive values throughout your team to ensure differences are being valued and inappropriate behaviour is being challenged swiftly
- take appropriate action where there is a clear breach of the Company's Equality, Diversity and Inclusion Policy in order to discourage such behaviour, e.g. provide relevant training to encourage correct behaviours
- be a clear role model to the team you manage to demonstrate your own actions and behaviours are in line with those of the Company's inclusion commitment
- consider all steps to ensure inclusion is prevalent within every stage from induction to exiting, ensuring that all decisions taken are based completely on merit and that clear opportunities to develop skills and potential is available to all.

Recruitment of ex-offenders

The Company actively promotes equality of opportunity for all candidates, including those with criminal records where appropriate.

The Company requires you to provide details of any relevant criminal record at an early stage in the application process. Specific rules about which convictions and spent convictions you should disclose and those you need not disclose - known as "protected convictions" - are contained in legislation.

Any such information should be sent in a separate confidential letter to the designated person. Only those who need to see it as a formal part of the recruitment process will have access to this information.

Having a criminal record will not necessarily prevent you from being appointed.

Any recruitment decision will depend on the nature of the position and the circumstances and background of the offence(s). The Company will discuss with you the relevance of any offence to the job in question.

If you fail to reveal any information relating to disclosures in accordance with the Company's Disclosures Policy, this may lead to the withdrawal of an offer of employment.

The Company's policy in relation to the handling of criminal records data is contained in the Disclosure and Disclosure Information Policy.

Career development

While positive measures may be taken to encourage under-represented groups to apply for employment opportunities, recruitment or promotion to all jobs will be based solely on merit.

Everyone will have equal access to training and other career-development opportunities appropriate to their experience and abilities.

However, the Company will take appropriate positive action measures (as permitted by equal opportunities legislation) to provide specialist training and support for groups that are under-represented in the workforce and encourage them to take up training and career-development opportunities.

Procedure

Complaints of discrimination

Everyone is responsible for the promotion and advancement of this policy. Behaviour, action or words that breach the policy will not be tolerated and could be deemed an act of discrimination.

The Company will treat seriously all complaints of discrimination made by employees, clients, customers, suppliers, contractors or other third parties and will take action where appropriate.

If you believe that you have been discriminated against, you are encouraged to raise the matter as soon as possible with your manager or other senior manager using the Company's Grievance Procedure (outlined elsewhere in the Employee Handbook). If the Grievance Procedure does not apply, you should raise a complaint to a senior manager.

Allegations regarding potential breaches of this policy will be treated in confidence and investigated thoroughly. If you make an allegation of discrimination, the Company is committed to ensuring that you are protected from victimisation, harassment or less favourable treatment. Any such incidents will be dealt with under the Company's Disciplinary Procedures (or other such appropriate measures where the Disciplinary Procedure does not apply).

Investigating accusations of unlawful discrimination

If you are accused of unlawful discrimination, the Company will investigate the matter fully.

During the course of the investigation, you will be given the opportunity to respond to the allegation and provide an explanation of your actions.

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

If the investigation concludes that your actions amount to unlawful discrimination, you will be subject to disciplinary action, up to and including dismissal without notice for gross misconduct.

Monitoring

The Company may carry out monitoring for the purposes of measuring the effectiveness of its Equality, Diversity and Inclusion Policy.

Expenses

What this policy covers

This policy applies to employees and workers.

This outlines the Company's policy on the authorisation and reimbursement of business expenses incurred during the course of your employment.

The Company reserves the right to refuse to pay an expense claim if the expenditure is unreasonable or unnecessary, or if the appropriate documentation has not been provided.

Failure to follow this policy will constitute a disciplinary offence that will be managed in accordance with the Company's Disciplinary Procedure (detailed elsewhere in the Employee Handbook).

Your entitlements and responsibilities

The Company's responsibilities

The Company will reimburse you in respect of any expenses wholly, necessarily and reasonably incurred in the course of your work.

Your responsibilities

You must use the most cost-effective transport methods and routes in conducting business.

You should ensure that all expense claims are made promptly, as directed by the Company.

What can be claimed?

Set out below are details of the expenses that can be claimed. This list is not exhaustive.

Travelling expenses

Travelling expenses will be paid to you when you need to travel on Company business to other locations, and this is generally limited to the cost of travel from the office to the destination and return. The Company will normally reimburse:

- standard-class rail fares
- business mileage in accordance with HM Revenue & Customs guidelines or as advised by the Company
- car-parking costs (but not parking fines or penalties) incurred whilst undertaking your duties for the Company
- air travel (the prior consent of your manager must have been obtained)
- taxi fares if no suitable public transport is available

Procedure

Claims should be made on the appropriate claim form, and should include original receipts, in order for them to be authorised by your manager.

Claims for business mileage must be supported by a completed mileage record sheet, giving full details of the journeys involved and the reasons for them.

When your employment ends, for whatever reason, any Company credit card must be returned to the Company no later than on the final day of your employment.

Flexible Working

What this policy covers

This policy applies to employees only.

The Company recognises that you may be interested in reducing your working hours, working from home or changing working patterns.

This policy outlines who is eligible to make a formal flexible working request, the procedure that should be followed and the issues that will be taken into account when deciding whether to agree to the request.

The Company will make every effort to accommodate requests for flexible working, provided that your duties can still be carried out effectively.

Your entitlements

Eligibility for flexible working

You are eligible to make a maximum of two flexible working requests in a 12-month period.

Procedure

Where you are considering making an application to the Company in terms of this policy you have a responsibility to think carefully about your desired working pattern before making an application.

Making an application

You are permitted to make two formal applications in a 12-month period, which runs from the date when the application was made.

Applications must be made in writing and submitted to your manager. An application will be considered to have been made on the day that it was received by the Company.

For an application to be considered by the Company, you must:

- set out the date of the application, the change to working conditions that you are seeking and when you would like the change to come into effect; and
- state that this is a statutory request and whether a previous application has been made to the Company and, if so, when it was made.

If you fail to provide this information, the Company reserves the right to ask you to re-submit the application. An application may not be considered unless this information is completed and submitted in full.

You may have only one live request for flexible working with the Company at any one time. Once your request has been made, it remains live until any of the following occur:

- a decision about your request is made by the Company;
- your request is withdrawn;
- an outcome is mutually agreed;
- the statutory two-month period for deciding your request ends.

A request continues to be live during any appeal or any extension to the statutory two-month decision period that you have agreed with the Company.

To help the Company consider the request please also provide details of the reasons for your application.

How your application will be considered

Unless your manager intends to approve the request straight away, they will arrange to meet with you. The proposed changes will be considered in light of the impact on the Company financially, from a service viewpoint and in terms of the impact upon colleagues, as well as other practical considerations.

The meeting provides an opportunity to explore the desired work pattern in depth and to discuss how best it might be accommodated. It will also provide an opportunity to consider other alternative working patterns, should there be difficulties in accommodating the desired work pattern outlined in your application. You can be accompanied by a work colleague or a trade union official at this meeting.

If the application for flexible working is granted, it will mean a permanent change to your own terms and conditions of employment. Accordingly, it will be important that, before making an application, you give careful consideration to:

- any financial implications it might have on you in cases where the desired working pattern will involve a drop in salary; and
- any effects it will have on the Company and how these might be addressed.

The Company's response

Following the meeting your manager will write to you to either:

- confirm the details of the agreed contract variation and the date from which it shall take effect;

Or

- provide clear business grounds as to why the application cannot be accepted and setting out your right to appeal.

Business reasons for which the Company may reject your request are:

- the burden of additional costs;
- detrimental effect on its ability to meet customer demand;
- inability to reorganise work among existing employees;
- inability to recruit additional employees;
- detrimental impact on quality;
- detrimental impact on performance;
- insufficiency of work during the periods that you propose to work;
- planned changes.

There may also be occasions on which the Company will need further time to consider an application or to put in place other arrangements before notifying you of the final decision. Accordingly, all time periods can be extended by agreement.

Appealing if your application is refused

If you wish to appeal against a decision, you must submit your request in writing to the individual identified in the letter confirming the outcome, no later than the end of the fifth working day after you have been notified in writing of the decision.

You will be informed of the date and time of the subsequent appeal. If you cannot attend on this day, you must contact the person named on the invitation letter to inform them of this fact. You can be accompanied by a work colleague or a trade union official at this meeting.

After the appeal meeting, the Company shall write to you notifying you of the decision reached. This decision will be final.

All requests, including any appeals, will be considered and decided on within a period of two months from first receipt, unless an extension of this time period has been agreed with you.

Food Handling and Hygiene

What this policy covers

When you are handling food and drink they are obliged to abide by the following procedures, these are set out to ensure the health and comfort of the Company's clients as well as to meet health and safety requirements. If you are found to be in breach of this policy you may face disciplinary action up to, and including, dismissal.

Procedures

You must always wash your hands before handling food and particularly after using the toilet.

You must inform management at once of any skin, nose, throat or bowel conditions.

You must inform management if anyone at home, or any pet or animal with which you have contact, is suffering from diarrhoea or vomiting.

You must ensure that any cuts or sores you may have are covered with a coloured (not skin-coloured) waterproof dressing.

You must ensure that protective clothing is clean and is worn at all times.

You are not permitted to smoke during food preparation or in serving areas during working hours.

You should be careful not to cough and sneeze over or near food.

You should ensure that all equipment and work surfaces are scrupulously clean at all times.

You should take care to keep the handling of food to a minimum and should not let your hands touch your clothes, face, nose, mouth or hair while handling food.

You must ensure that unused food is disposed of properly.

You must ensure that you wash your hands after handling bins and rubbish.

Grievance

What this policy covers

This policy applies to employees and workers.

A grievance is any concern, problem or complaint that you have in relation to your employment.

Where possible, you should try to settle any grievance informally with your manager at the earliest opportunity. Where any grievance is unable to be resolved informally, this policy sets out the Company's Grievance Procedure.

Your responsibilities

You have a responsibility to raise any grievances promptly and reasonably, assist the Company, if required, in any investigation of the matters raised in your grievance, follow the grievance procedure and attend all meetings arranged under it.

You may raise grievances either informally or formally. If you raise a grievance informally first, you may still raise the grievance formally subsequently if it is not resolved to your satisfaction.

The Company aims to deal with all grievances promptly and impartially, and to make all reasonable efforts to achieve a satisfactory outcome.

You have the right to appeal against a decision the Company makes in respect of a grievance raised by you. In these cases, the Company will make every effort for the grievance to be dealt with by a different manager to the person who dealt with the grievance initially.

The Company's decision at the appeal stage is final and there is no further right of appeal.

Procedure

Dealing with grievances informally

If you have any grievance, you should discuss this with your manager in the first instance, who will then attempt to resolve the situation on an informal basis.

If you feel unable to approach your manager directly, you should approach another manager or a more senior member of the Company, who will discuss with you ways of dealing with the matter.

If attempts to resolve the matter informally do not work, it may be appropriate for you to raise a formal grievance under the following formal procedure.

Your right to be accompanied at Grievance Meetings

At all formal stages of this procedure, you are entitled to be accompanied by a fellow worker or by a trade union official. If you are under 18, your parent or guardian will be allowed to accompany you.

Should you wish to be accompanied, you must notify the Company of the name and position of your chosen companion as soon as possible.

Formal procedure

The Company will make all reasonable efforts to deal with formal grievances in a fair and consistent manner. While the Company will make every effort to settle any grievance within the time limits detailed in this procedure, this may not be possible on some occasions.

You must set out the nature of the grievance, and the full particulars of it, in writing. The written grievance should be submitted to your manager in the first instance, or to the person identified in your contract of employment. If your grievance is against your manager, you should submit it to another manager or a more senior member of the Company.

Attending the Grievance Meeting

You will be invited to a meeting to discuss the grievance, normally within five working days of the Company receiving your grievance. You must take all reasonable steps to attend this meeting.

Prior to the meeting, you should ensure that you are fully prepared to present your grievance, share any supporting evidence and answer any questions relating to the incident/circumstances in question.

You must notify and obtain the consent of all those present at the meeting if you intend to record it.

Notification of the outcome

After the Grievance Meeting, an appropriate period of time may be taken to allow for any further investigation and/or the consideration of all the facts before a decision is reached. The Company will then, normally, inform you in writing of its decision regarding the raised grievance without unreasonable delay. The letter will also explain your right to appeal against any decision taken.

Recording of meetings

The Company will normally arrange for summary minutes to be taken at any formal meeting. It is not the policy of the Company to record meetings by any other means (e.g. digital, audio recording and photographs). You (or any party accompanying you) must not record any meeting without the express permission of the Company in advance. Where a meeting is to be recorded then parties must agree to it in advance. If requested, a copy of the minutes/recording will be provided (in line with data protection principles).

Appeals against grievance outcomes

If you are dissatisfied with a decision made regarding a grievance you have raised, you have the right of appeal. Whenever possible, the appeal will be dealt with by a different manager to the person who dealt with the grievance.

Your appeal must be made in writing, stating the reasons for the appeal, to the individual identified in the decision letter. This should be submitted no later than the end of the fifth working day after you received written notification.

The Appeal Meeting

The Company will arrange and hold an Appeal Meeting as quickly as possible, normally within five days. You will be entitled to attend the Appeal Meeting and will be given an opportunity to state your case.

You must take all reasonable steps to attend this meeting. If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to inform them of this fact immediately. The meeting may then be delayed to facilitate your attendance, if this is considered reasonable.

You must notify and obtain the consent of all those present at the meeting if you intend to record it.

Harassment and Bullying

What this policy covers

This policy applies to employees, workers and contractors and covers bullying & harassment of anyone in the workplace. The workplace includes normal business premises, client sites or any work-related setting (including locations for training and work-related social events). This policy also applies to virtual settings and social media where deemed to be work-related.

As part of the Company's overall commitment to equality of opportunity, it is fully committed to promoting a fair and harmonious working environment in which everyone is treated with respect and dignity and in which no individual feels bullied, threatened or intimidated. The aim of this policy is to prevent harassment and bullying in the workplace which includes harassment and bullying by other workers or by third parties you encounter while doing your job.

The Company has a zero-tolerance policy toward any form of harassment or bullying in the workplace. Such behaviour is unacceptable and will not be permitted or condoned, and will be viewed as a gross misconduct offence which may result in dismissal without notice.

What is harassment and bullying?

Harassment and bullying detract from a productive working environment and can impact on the health, confidence, morale and performance of those affected by it, including anyone who witnesses or has knowledge of the unwanted or unacceptable behaviour.

Definition of harassment

Harassment is any unwanted physical, verbal or non-verbal conduct based on sex, sexual orientation, marital or civil partnership status, gender reassignment, religion or belief, age, race or disability which affects the dignity of anyone at work or creates an intimidating, hostile, degrading, humiliating or offensive environment.

A single incident of unwanted or offensive behaviour can amount to harassment. Some examples are given below, but many forms of behaviour can constitute harassment. These examples are:

- physical conduct, ranging from touching, pushing or grabbing to punching or serious assault
- verbal or written harassment through jokes, offensive language, defamatory remarks, gossip, threats or letters
- unwelcome sexual behaviour, including unwanted suggestions, propositions or advances
- the sending or displaying of material that is pornographic or obscene, including e-mails, text messages, video clips, photographs, posters, emblems or any other offensive material
- inappropriate posts or comments on or via social media commonly known as "cyber bullying"
- isolation, non-co-operation at work or exclusion from social activities
- coercion, including pressure for sexual favours
- inappropriate personal contact, including intrusion by pestering or spying

It should be noted that it is the impact of the behaviour that is relevant and not solely the motive or intent behind it.

Third-party harassment

Third-party harassment occurs where a worker is harassed by someone that does not work for the Company but has come into contact with them during the course of employment. This may include but not be limited to customers, suppliers, clients, service users, residents, guests, patrons, passengers, agents, patients and contractors.

The Company takes all reasonable steps to proactively prevent third-party harassment of its staff.

Definition of bullying

Bullying is persistent, offensive, abusive, intimidating or insulting behaviour, which, through the abuse of power, makes the recipient feel upset, threatened, humiliated or vulnerable.

Bullying can be a form of harassment and can undermine an individual's self-confidence and self-esteem and cause them to suffer stress.

Bullying can take the form of physical, verbal and non-verbal conduct. As with harassment, there are many examples of bullying, which can include:

- shouting at or humiliating others
- high-handed or oppressive levels of supervision
- unjustified, offensive and/or insulting remarks about performance
- exclusion from meetings, events or communications without good cause
- physical or emotional threats

Bullying can occur in the workplace and outside of the workplace at events connected to the workplace, such as social functions or business trips.

Sexual harassment

Sexual harassment is unwanted conduct of a sexual nature which has the purpose or effect of violating a worker's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that worker.

The Company has a positive legal duty to prevent the sexual harassment of its workers.

Sexual harassment can take many forms and may occur in the workplace, outside of work, in person, over the phone or online.

Examples of sexual harassment include:

- persistent suggestions to meet up socially after a person has made clear that they do not welcome such suggestions
- suggestions of sexual activity
- unwanted physical contact or touching
- showing or sending offensive or sexual material by any method (e.g. by text, email or social media etc.)
- unwelcome sexual advances, suggestive behaviour or propositions
- offensive comments about appearance or dress, innuendo or lewd comments
- making sexually suggestive gestures
- spreading gossip and speculation about a person's sexual orientation or status, including spreading rumours.

The Company takes all reasonable steps to proactively prevent sexual harassment of its staff in the workplace, including:

- providing appropriate training for workers and ensuring that this training is regularly refreshed
- undertaking appropriate workplace risk assessments to consider risks and control measures relating to sexual harassment
- ensuring that line managers understand their role in preventing and stopping bullying and harassment from occurring in the workplace
- encouraging and welcoming concerns and complaints being raised where individuals consider they have experienced or witnessed incidents of sexual harassment
- ensuring that concerns or complaints of sexual harassment are treated with sensitivity and care and addressed in a proper and thorough manner.

Third party harassment

Third party harassment occurs where a person is harassed by someone who does not work for the same employer, such as a visitor or supplier; we have zero tolerance towards such behaviour including understanding that harassment, of any kind, is subjective and so depends on how the behaviour makes someone feel. Training ensures staff understand this in order to create a culture of zero tolerance towards sexual harassment in the workplace

Ensure a zero-tolerance approach is actually taken by challenging. Expecting all staff to intervene in the case of third-party harassment, reporting issues to the nursery manager and/or reporting criminal acts to the police; we have an anonymous reporting procedure for sexual harassment

We foster a safe, inclusive, and positive work environment, with our leadership team ensuring policies are kept up-to-date, conducting risk assessments, providing regular training and monitoring to ensure effective implementation. These demonstrate taking 'reasonable steps' to ensure compliance with the duty to prevent harassment of our employees, including harassment from third parties, such as visitors to the premises.

Your rights and responsibilities

Your rights

You have the right to work in an environment which is free from any form of harassment or bullying. The Company recognises your right to complain about harassment or bullying should it occur. All complaints will be dealt with seriously, promptly and confidentially.

Every effort will be made to ensure that, when you make a complaint, you will be protected from further acts of bullying and harassment. If others also give evidence or information in connection with the complaint, they equally will be protected. Perpetrators of these acts will be subject to disciplinary action which may warrant dismissal.

Your responsibilities

You have a responsibility to help ensure a working environment in which the dignity of everyone is respected. You must comply with this policy and you should ensure that your behaviour to colleagues and anyone connected to the Company, does not cause offence and could not in any way be considered to be harassment or bullying.

You should discourage harassment and bullying by making it clear that you find such behaviour unacceptable. You should also support colleagues who suffer such treatment and are considering making a complaint. You must alert a manager or supervisor immediately to any incident of harassment or bullying to enable the Company to deal with the matter promptly and effectively.

The Company's responsibilities

The Company will ensure that adequate resources are made available to promote respect and dignity in the workplace and to deal effectively with complaints of harassment and bullying. This policy and procedure will be communicated effectively to all and the Company will ensure that everyone is aware of their responsibilities. Appropriate training, where necessary, will be provided.

Procedure

In order to raise a complaint of harassment or bullying, please refer to the Company Grievance Procedure (outlined elsewhere in this Employee Handbook).

Maternity and Adoption Leave

What this policy covers

This policy applies to employees. However, Statutory Maternity and Adoption Pay may be available to both employees and workers.

This policy outlines your statutory rights and responsibilities when you are pregnant, give birth or adopt a child. It also outlines the arrangements and notification requirements before, during and after a period of Maternity or Adoption Leave, your statutory entitlements to pay during your leave and your right to return to work following Maternity or Adoption Leave.

This policy also covers associated issues such as holidays.

This policy applies if a child is stillborn 24 weeks or more into the pregnancy as you will be entitled to statutory maternity leave and, if eligible, pay.

Entitlements and procedures that apply to Shared Parental Leave are contained in a separate policy in this Handbook.

Your entitlements

Time off for antenatal care

If you are pregnant, you have the right to take reasonable time off work, with pay, during your working hours to receive antenatal care, regardless of your length of service. This includes relaxation and/or parent craft classes, when this has been recommended on medical grounds by your registered medical practitioner or registered midwife.

The Company requires you to give reasonable notice when making a request to take time off for scheduled antenatal appointments. Prior to time off being authorised, you will also be required to provide a copy of your appointment card and/or medical certificate confirming your pregnancy, with the exception of your first appointment.

Time off for adoption appointments

If you intend to adopt a child, you are entitled to time off to attend adoption appointments. Adoption appointments refer to those which take place after you are notified that a child is to be placed with you for adoption or for a fostering for adoption placement and before the placement occurs.

The amount of time off (and any entitlement to pay) depends on whether you have elected to be the main adopter or are the partner of the main adopter. No request for time off will be unreasonably refused.

If you are the main adopter, you are entitled to time off to attend adoption appointments on up to five occasions. The maximum time off which can be taken on each occasion is six and a half hours. Time off will be paid at your normal rate of pay.

If you are the partner of the main adopter, you are entitled to time off to attend up to two adoption appointments. The maximum time off which can be taken on each occasion is six and a half hours. Time off is unpaid.

Different types of leave available

If you are pregnant or you have recently given birth, you are entitled to Maternity Leave.

If you adopt a child, either you or your partner will be entitled to Adoption Leave. Adoption leave can be taken by either partner adopting a child jointly, regardless of your gender. To obtain the benefit of these rights, you must comply with the qualifying conditions that are outlined below.

Where you meet the eligibility criteria, you are entitled to 52 weeks' Maternity or Adoption Leave, in order to care for a new baby or a newly adopted child who is up to 18 years of age.

Maternity and Adoption Leave is made up of 26 weeks' Ordinary Leave, followed by 26 weeks' Additional Leave. Additional Maternity Leave (AML) or Additional Adoption Leave (AAL) follows immediately after the end of your Ordinary Leave. There can be no gap between the two types of leave.

New mothers and adoptive parents have the right to transfer all, or part, of their AML or AAL entitlement to the other parent or to share Parental Leave. Further details can be found in the Paternity Leave policy and the Shared Parental Leave policy (outlined elsewhere in the Employee Handbook).

Compulsory Maternity Leave

When you give birth, you are legally compelled to take a minimum of two weeks' Maternity Leave immediately after giving birth. For health and safety reasons, new mothers who work in a factory have a longer minimum period of four weeks.

Benefits during Maternity or Adoption Leave

During Maternity or Adoption Leave, you are entitled to receive all your normal contractual benefits, including annual holiday entitlement, with the exception of your normal pay.

Statutory Maternity and Adoption Pay (SMP/SAP)

SMP and SAP are payable for up to 39 weeks.

The first six weeks are payable at the higher rate, which is the equivalent of 90% of your normal earnings. For SMP your normal earnings are calculated based on the eight-week period before the Qualifying Week, i.e. the 15th week before your expected week of childbirth. For SAP your normal earnings are calculated over the eight-week period ending with the week in which you are notified of having been matched with the child for adoption.

The remaining 33 weeks are payable at a standard rate for the relevant tax year and can change each year.

If your earnings are below the standard rate set by the Government, you will be paid at the equivalent of 90% of your average earnings in the eight-week period before the Qualifying Week or the date the child is matched.

If you do not qualify for SMP or SAP, you may be entitled to claim for an allowance of financial support by contacting your local benefits office.

Qualifying for SMP and SAP

To qualify for SMP or SAP you must:

- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes during the eight-week period up to and including the Qualifying Week or the date you are matched with a child
- have been continuously employed for at least 26 weeks, ending with the 15th week before your expected week of childbirth (the 'Qualifying Week') or the date you are informed by the approved adoption agency, or the central authority, that you have been matched with a child
- (if you are pregnant) still be pregnant at the 11th week before your expected week of childbirth or have had the child by that time
- give the Company at least 28 days' notice (or, if that is not possible, as much notice as is reasonably practicable) of the day you would like your SMP or SAP to start
- provide the Company with the appropriate medical certification of your expected week of childbirth, normally using the medical certificate MAT B1, or provide a written declaration that you have chosen to receive SAP rather than Statutory Paternity Pay

Returning to work after Maternity or Adoption Leave

You do not need to give notice of your return to work if you simply return at the end of your Maternity or Adoption Leave period.

If you wish to return to work before the full entitlement of your Maternity or Adoption Leave has ended, or change your mind about the intended date of return to work, you must give the Company a minimum of eight weeks' notice of the intended date of your return.

In the event that you fail to give the required eight weeks' notice of an earlier date of return, the Company may postpone your return until the end of the eight weeks' notice you should have given, or until the end of the Maternity or Adoption Leave period, whichever is earlier.

You are entitled to return to your original job at the end of Ordinary Maternity or Adoption Leave. Where you take Additional Maternity or Adoption Leave, you are also entitled to return to your original job at the end of the Additional Leave. However, if this is not reasonably practicable, you will be offered a similar role on no less favourable terms and conditions.

You will not lose the right to return to work if you do not follow the correct notification procedures. However, the Company may take appropriate disciplinary action if you fail to return to work at the end of the Maternity or Adoption Leave period.

In the event that you are unable to return to work at the end of the Maternity or Adoption Leave due to ill health, the Company's normal sickness absence rules, procedures and payments will apply.

Holiday entitlement and Maternity or Adoption Leave

Annual holiday entitlement will continue to accrue during the whole of your Maternity or Adoption Leave. You must discuss and agree with the Company, in advance, when your accrued holiday entitlement can be taken.

Holiday entitlement cannot be taken simultaneously with Maternity or Adoption Leave. Accrued holiday can only be taken either before the beginning of the Leave or after the end of the Leave. Authorisation must be obtained from the Company in the normal way prior to your accrued holiday being taken.

Contact during Maternity or Adoption Leave

The Company may make reasonable contact with you during your Maternity or Adoption Leave. In addition, you may attend work during your Maternity or Adoption Leave, for a limited period, without affecting your Maternity or Adoption Leave. These days are referred to as Keeping in Touch days (see below).

Keeping in Touch (KIT) days

During your Maternity or Adoption Leave, you may work up to 10 days for the Company, during your Leave, without losing your right to your Maternity or Adoption Leave pay.

Any days worked will be paid at your normal rate of pay, and any SMP or SAP will be taken into account for these purposes.

Neither you nor the Company is under any obligation to agree to work or provide work for KIT days.

Procedures

Notification procedures for Maternity Leave

If you are pregnant and give birth to a child, you are entitled to take Maternity Leave. To be eligible, you must comply with the rules and procedures set out below:

- no later than the end of the 15th week before the week your child is due, you must give the Company notice of:
    - the fact that you are pregnant and the date on which you intend to start your Maternity Leave
    - the expected week of childbirth, which must be confirmed by providing the medical certificate MAT B1
- within 28 calendar days of you giving notice, the Company will respond in writing, to confirm the date on which your Maternity Leave will end. This will normally be 52 weeks from the start of your Maternity Leave
- the earliest you may start your Maternity Leave is 11 weeks before your expected week of childbirth. However, Maternity Leave will start automatically if you give birth before this date

Your Maternity Leave will automatically start if you are absent from work for a pregnancy-related illness during the four weeks before your expected week of childbirth.

Changing the start of your Maternity Leave

You may change your mind about when you want to start your Maternity Leave, as long as you notify the Company, in writing, of your new start date. You must give the Company the relevant notice by whichever date is the earlier of the following notice periods:

- 28 days before the date on which you originally intended to start your leave

Or

- 28 days before the new date on which you want to start your leave

Notification procedures for Adoption Leave

If you adopt a child, you are entitled to Adoption Leave. This right applies to both men and women.

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

If you are part of a couple that adopts a child, you can choose which partner will take Adoption Leave and which will take Paternity Leave. Either partner can choose the type of leave that applies to them.

To qualify for Adoption Leave, you must:

- be newly matched with a child for adoption by an approved adoption agency (this includes placement of a child with local authority foster parents who are prospective adopters under the fostering for adoption scheme)
- have notified the agency that you agree that the child should be placed with you and have agreed the date of placement
- notify the Company of when you want to take Adoption Leave no more than seven calendar days after being notified that you have been matched with a child
- in the case of surrogacy adoption leave, be in receipt of, or in the process of applying for, a parental order.

You should also give the Company the matching certificate from the approved adoption agency as evidence of your entitlement to Adoption Leave. Only one period of Adoption Leave will be available, irrespective of whether you have more than one child placed with you for adoption as part of the same arrangement.

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

You may choose to start your Adoption Leave either from;

- the date of the child's placement

Or

- a fixed date, which can be up to 14 calendar days before the expected date of the child's placement

Changing the start of your Adoption Leave

You may change your mind about when you want to start Adoption Leave, as long as you notify the Company, in writing, of your new start date. You must give the Company the relevant notice by whichever date is the earlier of the following notice periods;

- 28 days before the date you originally intended to start your leave or
- 28 days before the new date you want to start your leave

Overseas adoption

If you are adopting a child from overseas, you must have received official notification that the adoption has been approved by the central authority and give the Company notice, in writing, at each of the three notification stages.

The Company will require copies of official notification as evidence of the child arriving in the UK and to support your request to take Adoption Leave.

The procedures for overseas adoption are determined by the central authority and are thorough. In the first instance, you should discuss your intention to take Adoption Leave within 28 days of the date on which you received the official notification.

Menopause Policy

What this policy covers

This policy applies to employees, workers and contractors.

This policy sets out the rights of anyone experiencing menopausal symptoms and explains the support available to them in the workplace. It also helps line managers to understand how best to support someone who is experiencing symptoms and what adjustments might need to be considered.

Your entitlements and responsibilities

The menopause usually occurs in women who are in their late 40's or early 50's and is a natural stage of life for women when their periods stop and they experience hormonal changes such as a decrease in oestrogen levels. It can also happen much earlier in their twenties/thirties for women but this is not common. The term 'perimenopause' is used when a woman's body is starting to change in the build up to the menopause. The perimenopause usually starts in the mid-forties, but can start earlier or later and last several years. It is important to be aware that certain surgery such as a hysterectomy or having chemotherapy, rather than natural ageing, will trigger the menopause in a woman.

Managing the impact of the menopause at work is important for all parties.

For those experiencing symptoms:

- it can be a difficult and stressful time which sometimes goes undiagnosed and/or untreated;
- they could be experiencing physical changes to the body which can be considerable and require a change in lifestyle and habits;
- their mental health and over-all sense of wellbeing could be impacted; and
- it is a very sensitive and personal matter which can last many years.

For management:

- to understand the health and wellbeing issues which might be raised and ways in which they can provide support; and
- to understand the potential impact on work

Your responsibilities

If you believe you are in the perimenopause stage or are entering the menopause and you feel that this is impacting upon your work it is important to talk to your manager or the relevant person at work. Understanding the symptoms is not easy as there are more than 34 symptoms, which can include:

- difficulty sleeping and night sweats;
- feeling tired and completely lacking in energy;
- mood swings;
- depression;
- feeling anxious and panic attacks;
- hot flushes;
- struggling to remember things or to concentrate and focus;
- taking longer to recover from illness;
- irregular periods which can become heavier before stopping altogether;
- aches and pains including muscle and joint stiffness;
- recurring urinary tracts infections and problems;
- headaches including migraines;
- putting on weight;
- noticeable heartbeats;
- skin irritation;
- dry eyes; and
- joint stiffness, aches and pains.

Each of these symptoms might affect performance at work. In order to support you during this time the company needs to be made aware of how the menopause is impacting you, so honest and open conversations are encouraged. With your consent medical information may be requested and guidance from professionals sought.

Employer responsibilities

Provide support

The Company aims to facilitate an open and understanding working environment. You are encouraged to inform your line manager that you are experiencing menopausal symptoms at an early stage to ensure that symptoms are treated as an ongoing health issue rather than as individual instances of ill health. Early notification will also help line managers to determine the most appropriate course of action to support your individual needs. If you do not wish to discuss the issue with your direct line manager you may find it helpful to have an initial discussion with a trusted colleague or another manager.

There are many external sources of help and support for employees and managers, including the information points below:

- www.menopausematters.co.uk which provides information about the menopause, menopausal symptoms and treatment options;
- the www.daisynetwork.org charity , which provides support for women experiencing premature menopause or premature ovarian insufficiency; and
- the www.menopausecafe.net which provides information about events where strangers gather to eat cake, drink tea and discuss the menopause.

Reasonable adjustments

Following discussions with your manager and/or after seeking medical advice certain reasonable adjustments may be put in place to support you because being able to manage the effects of the menopause and perimenopause includes making sure health and safety checks are in place, are regularly carried out and risks minimised, reduced or where possible removed.

Environment

Consideration will be given to your wellbeing and this could include things like the environment, for example are you able to access ventilation easily or sit next to a window to enable you to cool down quickly when experiencing a hot flush. Take the time to discuss any needs.

Flexible working

The Company recognises that difficulty sleeping is a common symptom of the menopause. To reflect this, as well as the impact of other common symptoms, we aim to facilitate flexible working wherever possible. Requests for flexible working could include asking for:

- a change to the pattern of hours worked;
- permission to perform work from home;
- a reduction in working hours; or
- more frequent breaks.

You should discuss such requests with your line manager and (where applicable) follow the Flexible Working Request procedure in the Flexible Working Policy. Depending on the circumstances, requests may be approved on a permanent or temporary basis.

Data Protection

The Company will process any personal data collected in accordance with its Data Protection policy. Data collected from the point at which the Company becomes aware of the issue is held securely and accessed by, and disclosed to, individuals only for the purposes of providing the necessary support.

Discrimination

The menopause can in extreme cases amount to a disability for the purposes of the Equality Act 2010. The Company will ensure that you are not treated less favourably than others as a result of any disability and will also work with you to make reasonable adjustments as required.

Health and safety

The Health and Safety at Work etc. Act 1974 imposes a duty on the Company to ensure, so far as is reasonably practicable everyone's health, safety and welfare at work. The Company will consider whether or not a risk assessment is necessary to identify how working conditions could affect those experiencing the menopause in the workplace.

Mobile and Office Telephones

What this policy covers

This policy applies to employees, workers and contractors.

This policy outlines your responsibilities in respect of Company mobile and office telephones and the rules relating to personal mobile phones at work.

Your entitlement and responsibilities

Provision and use of equipment

If the Company provides you with a mobile phone or use of a landline for business purposes, the Company will meet the rental and standard costs in respect of business use. You must ensure that the mobile phone and accessories are kept in good condition at all times and that your mobile phone is charged and available for use during working hours.

You must observe any site specific restrictions imposed by other organisations regarding the use of mobile phones, including requests to keep mobile phones turned off or to be stored in a separate location.

Inappropriate use

The content of any messages, emails and voicemails must comply with the standards required of any other form of written or verbal communication and be consistent with accepted conventions and practice.

Abuse of the digital or voice messaging facility may result in disciplinary action. The sending and/or receiving of any material which is, in the opinion of the Company inappropriate i.e. defamatory; offensive or obscene; untrue or malicious; may constitute gross misconduct and result in summary dismissal.

If you receive any inappropriate emails or messages, you must notify your line manager immediately.

The Company monitors the use of its mobile and office telephones in compliance with the Monitoring Policy. Company mobile or office telephones may not be used for personal purposes unless specified otherwise in your Contract of Employment.

The Company reserves the right to deduct from your pay the cost of any personal use or alternative arrangements may be agreed to repay these costs.

Set out below are details of what the Company considers unacceptable usage of Company phones. This list is not exhaustive. Unacceptable usage includes:

- carrying out any work which is not on the Company's behalf, without prior authorisation;
- contacting recruitment agencies or logging into recruitment applications or websites (unless work related);
- contacting other employers with a view to seeking employment;
- engaging in gambling;
- the purchase or sale of goods, unless you have been authorised to do so by a member of senior management;
- browsing or "surfing" online during working hours;
- communicating for lengthy periods of time for personal purposes; or
- communicating confidential information outside the organisation unless specifically authorised to do so.

Company mobile phones should not be used to download or interact with any non-work related applications or websites. If social media apps are required as part of your role within the Company then their use may be permitted within reason and in compliance with the Social Media policy.

Personal mobile phones

Unless otherwise instructed, personal mobile phones must be switched off or switched to silent mode at all times during normal working hours. No personal mobile phones / Cameras can be taken into areas where children are present also see Company working practises.

Loss or damage

Your Company mobile phone is your responsibility. You must take all reasonable precautions to ensure that your mobile phone is not stolen, lost or damaged. Do not leave your mobile phone in a visible place such as in an unattended vehicle. Where possible you must set up a personal identification number (PIN) to prevent any unauthorised person from accessing or using your phone.

In the event that your Company mobile phone is stolen, lost or damaged you must contact your manager immediately.

If loss or damage is caused to your Company mobile phone as a result of your negligence, you may be charged for the cost of the repair or for a replacement phone. You may be required to reimburse the Company for the associated costs or the Company may deduct the sum owed directly from your pay.

Procedure

Mobile phones and Driving

You must not use a mobile phone or any other hand-held device while driving for any purpose including calls, messages, photos and videos, scrolling through playlists and playing games. Mobile phones should only be used when the vehicle has been parked in a safe place and the engine has been switched off. You should divert your phone to voicemail so that messages can be left while you are driving and picked up when it is safe to do so.

If you incur a fixed penalty or fine in relation to the use of a mobile phone whilst driving you will be responsible for the associated costs. You must inform your line manager immediately of any fine or penalty points placed on your licence or if you are disqualified from driving.

Returning the equipment

If you are requested to return your mobile phone to the Company you must return the phone and accessories immediately. On termination of your employment, the mobile phone must be returned to the Company no later than the final day of your employment. The Company retains the right to deduct the cost of the mobile phone and/or accessory that is not returned, or is returned in a damaged condition due to your negligence, from your final pay.

Breach of this policy

If this policy is breached the Company reserves the right to withdraw the Company mobile phone and take disciplinary action. Any breach of the policy including, but not limited to, inappropriate use of Company mobile or land-lines and using a mobile phone device whilst driving may be treated as gross misconduct and may result in your dismissal without notice.

Monitoring

What this policy covers

This policy applies to employees, workers and contractors.

This policy sets out the Company's approach to monitoring, provides information relating to the types of monitoring used and the Company's obligations in relation to such monitoring and in introducing additional monitoring.

The Company's responsibilities

You should be aware that the Company may carry out monitoring of employees, workers and contractors.

Monitoring may be necessary either to allow the Company to perform its contract with you or for the Company's own legitimate interests. The Company's reasons for monitoring include:

- security and the prevention and detection of crime
- ensuring appropriate use of the Company's telecommunications and computer systems
- ensuring compliance with regulatory requirements
- monitoring attendance, work and behaviour;

Types of monitoring

The monitoring carried out may include:

- monitoring of premises using video cameras
- monitoring e-mails and analysing e-mail traffic
- monitoring websites visited by staff using Company systems
- recording telephone calls and checking call logs
- monitoring the use of Company vehicles via vehicle-tracking systems
- monitoring, including recording, of digital meeting systems used by staff
- entry and exit systems, including the use of biometric data such as fingerprints
- tracking via mobile devices

The Company may use information gathered through monitoring as the basis for disciplinary action.

If disciplinary action results from information gathered through monitoring, you will be given the opportunity to see or hear the relevant information in advance of the disciplinary meeting.

The Company will ensure data collected through monitoring is processed in accordance with the Company's Data Protection Policy and data protection legislation and, in particular, it will be kept secure and access will be limited to authorised individuals.

Additional monitoring

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

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

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

Covert monitoring

If the Company has reason to believe that certain employees, workers or contractors are engaged in criminal activity, the Company may use covert monitoring to investigate that suspicion. In such instances, any monitoring will take place under the guidance of the police and will be carried out in accordance with Data Protection legislation.

Neonatal Care Leave

What this policy covers

This policy applies to employees. However, Statutory Neonatal Care Pay may be available to both employees and workers.

This policy outlines your statutory right to Neonatal Care Leave, the qualifying conditions for Statutory Neonatal Care Pay and the procedure that you need to follow when requesting Neonatal Care Leave. It also provides information relating to your contractual rights and your right to return to work following Neonatal Care Leave.

The following sections provide only a general guide; further guidance and clarification must be sought from Management.

Your entitlements and responsibilities

You can take Neonatal Care Leave if you are a parent (or partner of a parent) of a child who is receiving, or has received, neonatal care. Neonatal care must have begun within the first 28 days of birth, and care must continue for a period of at least seven continuous days, beginning with the day after neonatal care started.

Neonatal care is defined as:

- medical care received in a hospital
- medical care received under the direction of a consultant following discharge from hospital
- palliative or end of life care.

Timing and length of Neonatal Care Leave

You can take one week of leave in respect of each week the child receives neonatal care without interruption, up to a maximum of 12 weeks.

You can choose to take the leave whilst the child is receiving neonatal care and/or at a later time, provided that the leave is taken within 68 weeks of your child's birth date. If you have already started a period of statutory leave (such as maternity, paternity, shared parental or adoption leave) you can take your neonatal care leave after completing the other statutory leave.

Leave taken whilst the child is receiving neonatal care (and up to 7 days after care ends) can be taken in non-continuous blocks of a minimum of one week at a time. Leave taken at a later date must be taken in one continuous block.

Neonatal Care Leave can start on any day of the week. The earliest that leave can start is the eighth day after the first period of neonatal care started.

Multiple births

The 12 week limit also applies if more than one child born as a result of the same pregnancy is receiving neonatal care. If more than one child is receiving neonatal care at the same time, entitlement to Neonatal Care Leave for that period can only be accrued in respect of one child.

Qualifying conditions for Neonatal Care Leave

In order to qualify for Neonatal Care Leave you must:

- be a parent or adopter, or intended parent or adopter, of the child or be the partner of the child's mother or adopter
- have responsibility for the child's upbringing
- be taking the leave to care for the child
- comply with the notice requirements detailed below.

Statutory Neonatal Care Pay

Statutory Neonatal Care Pay is paid at a statutory rate, or 90% of weekly earnings, whichever is the lower amount.

In order to qualify for Statutory Neonatal Care Pay you must:

- have worked continuously for the Company for 26 weeks up to the end of the week prior to the relevant week
- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes over the eight week period leading up to the end of the relevant week.

'Relevant week' means:

- the 15th week before the expected week of childbirth (if you are entitled to statutory maternity pay or statutory paternity pay in relation to the birth)
- the week in which the adopter is notified of being matched with the child (if you are entitled to statutory adoption pay or statutory paternity pay in relation to adoption)
- the week immediately before the one in which the neonatal care starts (in all other cases).

Contractual benefits during your Neonatal Care Leave

You are entitled to your normal terms and conditions of employment, with the exception of pay, whilst on Neonatal Care Leave.

Contact during Neonatal Care Leave

The Company may make reasonable contact with you during your Neonatal Care Leave.

Procedure

Notice to take Neonatal Care Leave

You must give the Company notice of your intention to take Neonatal Care Leave, including:

- the date of the child's birth or placement for adoption
- the date on which neonatal care started (and ended, when this is known)
- the date and duration of your Neonatal Care Leave
- confirmation that you will be taking the leave to care for the child and that you meet the qualifying conditions.

Notice to take leave whilst the child is receiving neonatal care

If you are taking leave whilst the child is receiving neonatal care, or up to seven days after neonatal care has ended, notice does not have to be in writing, but it should be given before your scheduled start time on your first day of absence. If this is not reasonably practicable, notice should be given as soon as reasonably practicable.

If you qualify for Statutory Neonatal Care Pay, you must provide the information listed above in writing within 28 days after the start of the leave.

Notice to take leave after neonatal care has ended

If you are taking leave more than seven days after neonatal care has ended (such as at the end of another period of statutory leave), notice should be given in writing in advance, as follows:

- 15 days' notice of one week of neonatal care leave (and pay, if eligible)
- 28 days' notice of two or more weeks of neonatal care leave (and pay, if eligible).

Returning to work after Neonatal Care Leave

You are normally entitled to return to the same job following your Neonatal Care Leave.

If your Neonatal Care Leave immediately follows Parental Leave of more than four consecutive weeks, or other statutory family-related leave totalling more than 26 weeks, you are also entitled to return to your original job. However, if this is not reasonably practicable, you will be offered a similar role on no less favourable terms and conditions.

Breach of this policy

If you take a period of Neonatal Care Leave fraudulently, you may be subject to disciplinary action up to and including dismissal.

Monitoring Staff Behaviour

What this policy covers

The Company takes the safety and welfare of our children and employees seriously. This policy ensures employees behave in an appropriate manner to act as a role model for and protect all children in their care. Within this policy we will also ensure that any changes to employee behaviours or ways of working are closely monitored, discussed and supported to ensure all children are safeguarded throughout their time here.

Your responsibilites

Within our nursery we expect our employees to:

- Put our children first, their safety, welfare and ongoing development is the most important part of their role;
- Behave as a positive role model for the children in their care by remaining professional at all times and demonstrating caring attitudes to all;
- Work as part of the wider team, cohesively and openly;
- Be aware of their requirements under the EYFS Statutory Framework and the nursery policies and procedures designed to keep children safe form harm whilst teaching children and supporting their early development;
- React appropriately to any safeguarding concerns quickly and concisely in accordance to the nursery / Local authority procedures and training received;
- Not share any confidential information relating to the children, nursery or families using the facility;
- Maintain the public image of the nursery and do nothing that will pull the setting into disrepute;
- Ensure that parental relationships are professional and external social relationships are not forged. If a relationship exists prior to the child starting at the setting, discussions with management will be held to ensure the relationship remains professional;
- Adhere to the Mobile and Office Telephones and Social Networking policy;
- Report to management immediately any changes in personal life that may impact on the ability to continue the role. These may include (but not limited to) changes in police record, medication, any social service involvement with their own children.

The Company's responsibilites

Within the nursery we:

- Conduct regular peer observations using all employee and management, during which we will look at interactions with children and their peers;
- Have regular supervisions with all employees in which ongoing suitability will be monitored and recorded;
- Use a whistleblowing policy that enables employees to discuss confidentially any concerns about their colleagues;
- Operate staff suitability forms and clauses in employee contracts to ensure any changes to their suitability to work with children are reported immediately to management;
- Ensure all new employees are deemed suitable with the appropriate checks as detailed in the safeguarding policy.

Some behaviours that may cause concern and will be investigated further:

- Change in moods;
- Sudden change in religious beliefs / cultural beliefs (may be a sign of radicalisation);
- Changes in the way of acting towards the children or the other members of the team (becoming friendlier and closer, isolation, avoidance, agitation etc.);
- Sudden outbursts;
- Becoming withdrawn;
- Secretive behaviours;
- Missing shifts, calling in sick more often, coming in late;
- Standards in work slipping;
- Extreme changes in appearance.

Procedure

If we have a concern about changes in an employees behaviour within the nursery, an immediate meeting will be called with the individual and a member of management to ascertain how the person is feeling. We will aim to support the employee wherever possible and will put support mechanisms in place where appropriate.

Ultimately, we are here to ensure all employees are able to continue to work with the children as long as they are suitable to do so, but if any behaviours cause concern about the safety or welfare of the children then the procedure on the safeguarding policy will be followed as in the case of allegations against a team member and the Local Authority Designated Officer (LADO) will be called.

All conversations, observations and notes on employees will be logged and kept confidential.

No Smoking or Vaping

What this policy covers

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

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

Your entitlements and responsibilities

Implementation

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

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

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

Exemptions

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

Company Vehicles

The policy applies to all Company vehicles which are driven by more than one person. Where you have a Company vehicle that is for your exclusive use, you may smoke or vape in the car if they have been given written permission by your line manager.

Non-Compliance

A breach of the no smoking or vaping policy will be a serious disciplinary matter, which, depending on the circumstances of the case, may be regarded as gross misconduct.

Should you discover a visitor smoking or vaping within the premises, you should politely remind the visitor of the no smoking or vaping policy.

Should you discover another employee smoking or vaping on the premises or within a Company vehicle, you should remind the employee of the no smoking or vaping policy, and should report the breach of policy to Management.

Help to Stop Smoking or Vaping

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

Parental Bereavement Leave

What this policy covers

This policy applies to employees. However, Statutory Parental Bereavement Pay may be available to both employees and workers.

This policy outlines your statutory right to Parental Bereavement Leave and the qualifying conditions for Statutory Parental Bereavement Pay and the procedure that you need to follow when requesting Parental Bereavement Leave. It also provides information relating to your contractual rights and your right to return to work following Parental Bereavement Leave.

The following sections provide only a general guide; further guidance and clarification must be sought from Management.

Your entitlements and responsibilities

You can take up to two weeks' Parental Bereavement Leave in the 56 weeks following the death of a child aged under 18 of which you are a parent or partner of a parent. You can also take up to two weeks' Parental Bereavement Leave in the 56 weeks following the birth of a stillborn child born after 24 weeks of pregnancy.

Leave may be taken as a single unit of two weeks, or as two units of one week each.

Qualifying conditions for Parental Bereavement Leave

In order to qualify for Parental Bereavement Leave you must:

- be a "parent" of the child or be the partner of such a person. "Parent" is defined widely and includes adoptive parents and kinship carers.
- confirm the requested leave is parental bereavement leave.

If you are eligible you are entitled to take up to two weeks' paid parental bereavement leave.

Parental bereavement leave must be taken in units of either one whole week or two consecutive whole weeks. Leave may start on any day of the week, on or following the child's death, but must be completed within 56 weeks of the date of death of the child.

Statutory Parental Bereavement Leave Pay

Statutory Parental Bereavement Leave Pay is paid at a statutory rate, or 90% of weekly earnings, whichever is the lower amount.

In order to qualify for Statutory Parental Bereavement Leave Pay you must:

- have worked continuously for the Company for 26 weeks up to the end of the week prior to the child's death (the "relevant week")
- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes over the eight week period leading up to the end of the relevant week.

Contractual benefits during your Parental Bereavement Leave

You are entitled to your normal terms and conditions of employment, with the exception of pay, whilst on Parental Bereavement Leave.

Contact during Parental Bereavement Leave

The Company may make reasonable contact with you during your Parental Bereavement Leave.

Procedure

Requesting Parental Bereavement Leave

The Company understands that, due to the nature of the circumstances giving rise to Parental Bereavement Leave, it will not always be possible to give the Company advance notice of any leave, but you should let the Company know as soon as you can.

You must give the Company notice of your intention to take Parental Bereavement Leave, stating:

- the date of the child's death
- the date on which the leave is to begin
- whether you intend to take one or two weeks' leave

You do not have to do this in writing, but you will need to give the Company sufficient information for us to understand that your time off falls under the Parental Bereavement Leave provision.

If notice to take Parental Bereavement Leave is being given within the first 56 days after your child's death, this should be given before your scheduled start time on the first day of absence or, if this is not reasonably practicable, notice should be given as soon as reasonably practicable.

If you wish to take Parental Bereavement Leave later than 56 days after your child's death, you must give at least one week's notice.

Taking Parental Bereavement Leave

Leave may start on any day of the week on or following the child's death. Your leave must be completed within 56 weeks of the date of death of the child.

Claiming Parental Bereavement Leave Pay

Although you do not need to give notice in writing to request Parental Bereavement Leave, if you wish to claim Parental Bereavement Leave Pay (subject to the qualifying conditions), you must provide the Company with the following information in writing:

- the date of your child's death;
- a declaration that you meet the qualifying conditions (i.e. that you are the parent of the child).

Returning to work after your Parental Bereavement Leave

You are normally entitled to return to the same job following your Parental Bereavement Leave.

If your Parental Bereavement Leave immediately follows Parental Leave of more than four consecutive weeks, or other statutory family-related leave totalling more than 26 weeks, you are also entitled to return to your original job. However, if this is not reasonably practicable, you will be offered a similar role on no less favourable terms and conditions.

Breach of this policy

If you take a period of Parental Bereavement Leave fraudulently, you may be subject to disciplinary action up to and including dismissal.

Parental Leave

What this policy covers

This policy applies to employees only.

The Company recognises that working parents may need to take additional unpaid leave from work to care for their children. This policy outlines the qualifying conditions and the procedure to request Parental Leave. It also sets out how and when the leave can be taken, provides information on your contractual rights and your right to return to work following Parental Leave.

If you meet the qualifying conditions set out below, you are entitled to take the relevant Statutory Parental Leave for each child. The Company will consider all requests for Parental Leave, however, you must be aware that Parental Leave can only be authorised to be taken at a time to suit the needs of the business.

Your entitlements

Qualifying conditions

In order to qualify for Parental Leave, you must have responsibility for the child and you must be one of the following:

- the biological mother or father of the child
- the child's adoptive parent (male or female)
- have legal responsibility for the child, as the child's legal guardian

You must confirm that the requested leave is intended for the purpose of spending time with or caring for the child.

Taking Parental Leave

If you meet the qualifying conditions, you are entitled to:

- a maximum of 18 weeks' unpaid Parental Leave for each of your children under the age of 18; the leave must be taken before the child's 18th birthday.

You should be aware that there is a maximum of four weeks' Parental Leave that can be taken in any one year.

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

Contractual benefits during Parental Leave

You are entitled to enjoy your normal terms and conditions of employment, with the exception of pay, while on Parental Leave.

Procedure

If you meet the qualifying conditions detailed above, you are required to give the Company a minimum of 21 calendar days' notice, in writing, of your request to take Parental Leave. The request must specify the start and end date of the intended leave and state that the purpose of the leave is to spend time with or to take care of the child.

You must confirm if you have previously taken Parental Leave, in relation to the same child, during any previous or other employment with another employer.

You are also required to provide evidence of your responsibility to the child and the child's date of birth or date of adoption placement. This evidence can be a birth certificate; adoption or matching certificate; court order or parental responsibility agreement.

If you intend to take a period of Parental Leave immediately after a period of Paternity Leave, you must give the Company a minimum of 21 days' notice from the beginning of the expected week of childbirth or placement.

The right to postpone Parental Leave

The Company has the right to postpone your Parental Leave for up to six months if the timing of your absence will unduly disrupt the business. However, any Parental Leave requested to take place immediately after the birth of your child, or the date of placement, will not be postponed provided that you have given 21 calendar days' notice of your intention to take Parental Leave at this time.

Returning to work after Parental Leave

You are normally entitled to return to the same job following your Parental Leave.

If your Parental Leave is for more than four consecutive weeks, or immediately follows other statutory family-related leave totalling more than 26 weeks, you are also entitled to return to your original job. However, if this is not reasonably practicable, you will be offered a similar role on no less favourable terms and conditions.

Breach of this policy

If you take a period of Parental Leave under this policy for any purpose other than to spend time with or otherwise care for your child, you may be subject to disciplinary action, up to and including dismissal.

Paternity Leave and Paternity Pay

What this policy covers

This policy applies to employees. However, Statutory Paternity Pay may be available to both employees and workers.

This policy outlines your statutory right to Paternity Leave and the qualifying conditions and the procedure that you need to follow when requesting Paternity Leave. It also provides information relating to your contractual rights and your right to return to work following Paternity Leave.

You may also be eligible to take Shared Parental Leave. Entitlements and procedures that apply to Shared Parental Leave are contained in a separate policy in this Handbook.

The following sections provide only a general guide; further guidance and clarification must be sought from Management.

Your entitlements and responsibilities

Right to accompany a pregnant woman to antenatal appointments

You have the right to take unpaid time off during working hours to accompany a pregnant woman to antenatal appointments where you:

- are the pregnant woman's husband or civil partner, or
- live with the woman in an enduring family relationship (whether heterosexual or same-sex relationship) and are not a relative of the woman, or
- are the expected child's father, or
- are one of a same-sex couple who is to be treated as the child's other parent under the assisted reproduction provisions, or
- are the potential applicant for a parental order under surrogacy laws.

This time off is limited to:

- no more than two occasions, and
- each lasting no more than six and a half hours.

Paternity Leave

You can take Paternity Leave in relation to the birth or adoption of a child. If you are the partner of an individual who adopts, or you are the other member of a couple who is adopting jointly, you may be entitled to Paternity Leave.

If you have adopted the child, you can choose who will take the Adoption Leave and who will take the Paternity Leave. You cannot take Paternity Leave if you take Adoption Leave.

Further details of Adoption Leave entitlement are set out in the Maternity and Adoption Policy (outlined elsewhere in the Employee Handbook).

Qualifying conditions for Paternity Leave

In order to qualify for Paternity Leave you must:

- be the biological father of the child or the mother's husband or partner (male or female) or have, or expect to have, responsibility for the child's upbringing
- confirm the requested leave is intended for the purpose of caring for the child, or to support the child's mother or adoptive parent in caring for the child

If you qualify, you are entitled to take up to two weeks' Paternity Leave. Paternity Leave must be taken in units of either one whole week, two whole weeks or two non-consecutive whole weeks. Paternity Leave may start on any day of the week, on or following the child's birth, but must be completed within 52 weeks of the actual date of the birth of the child.

You may change your mind about the starting date for Paternity Leave, providing you tell the Company at least 28 calendar days in advance of the changed start date (or as soon as is reasonably practicable, if not in a position to do so within the prescribed period).

Statutory Paternity Pay

If you are entitled to pay during your Paternity Leave, it will be paid at the standard rate of Statutory Paternity Pay (SPP). In order to qualify for SPP you must:

- have worked continuously for the Company for 26 weeks leading into the 15th week before the child is due; or by the week in which an approved adoption agency matches you with the child (the notification week)
- meet the Paternity Leave qualifying conditions mentioned above; and
- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes over the eight week period leading up to and including, the 15th week before the child is due or, in adoption cases, the Notification Week.

Contractual benefits during your Paternity Leave

You are entitled to enjoy your normal terms and conditions of employment, with the exception of pay, whilst on Paternity Leave. You are also entitled to return to the same job following your leave.

If the Company provides you with an enhanced contractual right to Paternity Leave or Paternity Pay you should clearly understand, that when payment of contractual paternity pay is made this is inclusive of any SPP entitlement i.e. you are not entitled to both.

Contact during Paternity Leave

The Company may make reasonable contact with you during your Paternity Leave.

Procedure

Notification of intention to take Paternity Leave

If you wish to take Paternity Leave you must notify the Company by the 15th week before the expected week of childbirth, or as soon as reasonably practicable, or no more than seven days after you are notified of being matched with the child, stating your entitlement to Paternity Leave and the week the child is due, or the expected placement date.

Requesting Paternity Leave

You are required to give the Company notice in advance, specifying the dates that you would like your Paternity Leave to commence. The notice that you are required to provide for each week of Paternity Leave should be 28 calendar days, or as soon as reasonably practicable.

Taking Paternity Leave

You are permitted to take Paternity Leave in units of either one whole week, two whole weeks or two non-consecutive whole weeks.

Leave may start on any day of the week on or following the child's birth or the date of adoption placement. Your leave must be completed within 52 weeks of the actual date of birth of the child, or the date of the adoption placement.

Changing the start of your Paternity Leave

Where you are to take Paternity Leave in respect of a child's birth or to coincide with the day a child is placed with you, you can give written notice to vary the start date of your leave from that which you originally specified.

At least 28 days before the Expected Week of Childbirth or the Expected Placement Date, notice should be given where you wish to:

- vary your leave to start on the day of the child's birth
- vary your leave to start a specified number of days after the child's birth or after the placement date of the child (minus the specified number of days), or
- vary your leave to start on a specific date (or a different date from that you originally specified).

Returning to work after your Paternity Leave

You are normally entitled to return to work following Paternity Leave to the same position you held before commencing your leave. Your terms of employment will continue to be the same as they would have been had you not been on Paternity Leave.

If you are unable to return to work following a period of Paternity Leave due to sickness or injury, this will be treated as sickness absence and the normal reporting procedures will apply.

You should be aware if you do not return to work for any other reason, the Company will treat a late return as an unauthorised absence, which may result in disciplinary action up to and including dismissal without notice.

Breach of this policy

If you take a period of Paternity Leave under this policy for any purpose other than to care for the child, you may be subject to disciplinary action up to and including dismissal.

Safeguarding

What this policy covers

This policy applies to employees, workers and contractors.

The Company is committed to protecting service users against all forms of abuse. You have a responsibility towards service users to ensure that they are protected from abuse.

This policy sets out the Company's obligations on handling recruitment into job roles that involve working with vulnerable people and on monitoring and reporting information about you received during the course of your employment in those roles.

It also sets out your responsibilities for reporting abuse to any service users and the procedure for doing so.

Your entitlements and responsibilities

What is "abuse"?

Abuse is a violation of an individual's human or civil rights by another person and may consist of a single act or multiple acts. As well as physical and psychological abuse, it includes financial abuse and acts of neglect or an omission to act may amount to abuse. Abuse may also occur when a child or vulnerable adult is persuaded to enter into a financial or sexual transaction to which he or she has not consented or cannot consent.

Recruitment

The Company will make it clear when advertising jobs whether the work will involve "regulated activity" as defined by the Safeguarding Vulnerable Groups Act 2006.

Before an applicant can be employed in a regulated activity, the Company will require you to provide a satisfactory Enhanced Disclosure with a barred list check from the Disclosure and Barring Service to confirm your suitability to carry out regulated activity.

Work that becomes a regulated activity

If your work either becomes a regulated activity or where you are asked to perform work that is a regulated activity, the Company will require you to provide a satisfactory Enhanced Disclosure with a Barred List check from the Disclosure and Barring Service to confirm your suitability to carry out regulated activity

If you refuse to undertake this check, or if you appear on the Barred List, the Company will investigate whether you can continue to be employed in activities that are not regulated activities, but the Company reserves the right to dismiss you.

If you are added to a barred list during the course of your employment

If you are added to a barred list during your current employment, the Company will be legally obliged not to allow you to continue to engage in regulated activity. This may mean that the Company cannot continue to employ you.

If the Company receives notification that you have been barred, the Company will investigate whether you can continue to be employed in activities that are not regulated activities, but in these circumstances the Company reserves the right to dismiss you without notice.

The Company's duty to refer information

By law, the Company has a duty to refer certain information to the Disclosure and Barring Service. This includes:

- if the Company has dismissed an individual because he or she has harmed, or may harm, a vulnerable adult or child
- if an individual has resigned from the Company in circumstances where there is a suspicion that he or she has harmed, or may harm, a vulnerable adult or child (this will apply where an allegation has been made and they resign before the Company can take disciplinary action)
- if the Company has suspended an individual and has reason to think they have engaged in "relevant conduct" or has harmed, or may harm, a vulnerable adult or child, or has received a caution or a conviction for, a relevant offence

Procedure

You must remain vigilant at all times of the risk to service users of abusive behaviour from different sources including members of their family, other service users, colleagues, or any third party.

Shared Parental Leave

What this policy covers

This policy applies to employees. However, Shared Parental Pay may be available to both employees and workers.

This policy outlines the statutory right to take Shared Parental Leave (SPL) to care for a child following its birth or placement for adoption. It also outlines notification requirements before a period of SPL and entitlement to pay during SPL.

SPL gives those with caring responsibilities for babies or newly adopted children the opportunity to share up to 52 weeks' leave should they wish to do so. Parents taking SPL can take leave in separate blocks, returning to work in between blocks, and both parents can be on leave at the same time. Eligible carers are entitled to submit up to three 'period of leave' notices and are entitled to take SPL on those dates if a continuous period of leave is requested.

Your entitlements

Qualifying for Shared Parental Leave

To be entitled to SPL you must:

- be the mother, father, or main adopter of the child, or the partner of the mother or main adopter (each will be referred to in this policy as a parent)
- have (or share with the other parent) the main responsibility for the care of the child
- have at least 26 weeks' continuous service at the 15th week before the expected week of birth or at the week in which the main adopter was notified of having been matched for adoption with the child (known as the 'relevant week')
- still be in continuous employment until the week before any SPL is taken.

In addition, the other parent must:

- have at least 26 weeks' employment (employed or self-employed) out of the 66 weeks prior to the relevant week
- have average weekly earnings of at least £30 during at least 13 of the 66 weeks prior to the relevant week

If the other parent meets those conditions, but does not qualify for SPL, you may be entitled to the whole SPL period.

You must also follow the statutory notification and information requirements detailed in this policy.

Amount and timing of Shared Parental Leave

SPL must be taken in weekly blocks and within a one year period beginning with the date of the baby's birth or the child's placement for adoption.

The maximum of 52 weeks' SPL will be reduced by the number of weeks' maternity or adoption leave that has already been taken by the mother or main adopter (or the number of weeks' Statutory Maternity/Adoption Pay or maternity allowance already taken if the mother or main adopter is not entitled to Statutory Maternity/Adoption Leave).

After the birth of a child it is compulsory for the mother to take two weeks' maternity leave (four weeks for new mothers who work in a factory), so in the majority of cases working parents will have the opportunity to split 50 weeks of SPL.

SPL is in addition to the statutory right to two weeks' paternity leave for fathers and partners.

Benefits during Shared Parental Leave

During SPL, you are entitled to receive all your normal contractual benefits, including annual holiday entitlement, with the exception of your normal pay.

Shared Parental Pay

In addition to the requirements regarding entitlement to leave outlined above, if you wish to claim Shared Parental Pay (ShPP) you must have average weekly earnings equal to or above the Lower Earnings Limit over the eight week period ending with the relevant week.

A maximum of 39 weeks' ShPP is payable, and this will be reduced by the number of weeks' Statutory Maternity/Adoption Pay or maternity allowance already taken by the mother or main adopter. ShPP is a standard weekly rate (or 90% of your normal weekly earnings if this is lower) which is set by government each tax year.

You must follow the statutory notification and information requirements detailed below.

Holiday entitlement and Shared Parental Leave

Annual holiday entitlement will continue to accrue during the whole of your SPL. You must discuss and agree with the Company, in advance, when your accrued holiday entitlement can be taken.

Holiday entitlement cannot be taken simultaneously with SPL. Accrued holiday can only be taken either before the beginning of the leave, after the end of the leave or in between blocks of leave. Authorisation must be obtained from the Company in the normal way prior to your accrued holiday being taken.

Contact during Shared Parental Leave

The Company may make reasonable contact with you during your SPL. In addition, you may work for up to 20 days without bringing the SPL to an end, but work during SPL will not have the effect of extending your SPL period. These days are referred to as Shared Parental Leave In Touch (SPLIT) days. If you do work, you will be paid your normal rate of pay inclusive of any ShPP entitlement. You are under no obligation to work during SPL, and the Company is under no obligation to offer work.

The 20 SPLIT days available during SPL are in addition to the 10 "Keeping in touch" days available during Maternity and Adoption Leave.

Procedure

Where possible you should have an informal discussion prior to giving formal notification of intention to take SPL so that statutory entitlements to other types of leave and pay can be discussed, and to ensure that plans for any discontinuous periods of leave can be considered as early as possible.

Notice of entitlement and intention to take SPL and ShPP

You must notify the Company in writing at least eight weeks before the start date of the first period of SPL. The written notice must contain the following information:

- your name and the other parent's name
- the start and end dates of the mother's or main adopter's maternity/adoption leave (or the start and end dates of the statutory maternity/adoption pay or maternity allowance period if the mother/main adopter is not entitled to statutory leave)
- the expected date of birth/placement and the actual date of birth/placement if the written notice is given after the birth/placement
- the amount of SPL and ShPP available and an indication of how much each parent intends to take (this may be varied by a subsequent written notice signed by both parents)
- an indication of the start and end dates of the periods of SPL and ShPP that you intend to take. This indication is not binding and can be amended at a later date
- a signed declaration that you meet the conditions for entitlement to SPL, that the information provided is accurate and that you will notify the Company immediately if you cease to meet the conditions for entitlement
- a signed declaration from the other parent containing:
    - their name, address and National Insurance number
    - confirmation that they meet the employment and earnings conditions
    - confirmation that, at the time of the birth, they will share the main responsibility for the care of the child
    - their consent to the amount of leave you intend to take
    - confirmation that they will immediately inform you if they cease to satisfy the employment and earnings conditions

Notice of curtailment of Statutory Maternity/Adoption Leave and payments

At the same time that a notice of entitlement and intention to take SPL is submitted, the mother/main adopter must give the Company a leave and pay curtailment notice giving 8 weeks' notice of the date on which Maternity/Adoption Leave and Pay is to end (or the date on which Maternity/Adoption Pay is to end if they are not entitled to Maternity/Adoption Leave). If the mother is only entitled to maternity allowance (and not Maternity Leave) her notice of curtailment must be submitted to Jobcentre Plus. Her maternity allowance cannot be reinstated, so she is in effect giving consent for her partner to take the whole of any ShPP entitlement.

A notice of curtailment is usually binding, but may be revoked in the following circumstances:

- if it becomes apparent that neither parent is entitled to SPL or ShPP; or
- if the curtailment notice was given before the birth and is revoked up to six weeks following the birth (in this case another curtailment notice can be submitted); or
- if the other parent dies.

Notice to take a specific period of SPL and ShPP

The first period of SPL may be identified in the initial notice of entitlement and intention to take SPL. You are entitled to submit a maximum of three formal periods of leave notices.

Each period of leave notice must be given at least eight weeks before the start of a period of leave, stating the dates of the leave and the dates on which ShPP will be claimed, if applicable.

If the first period of leave notice is given prior to the birth of a child, the notice may express the start date in relation to the date of birth, for example 'starting two weeks after the baby is born for a period of four weeks'.

Confirmation of SPL & ShPP

If a continuous period of leave is requested in each period of leave notice, you will be entitled to take that period of leave and this will be confirmed in writing.

If more than one period of leave is requested in a period of leave notice, the Company will seek to accommodate the request but this cannot be guaranteed. Your manager will discuss the request with you to determine if it can be accommodated. If it cannot be accommodated, there may be an alternative pattern of leave which can be agreed, or the request may be refused. The Company's decision will be confirmed in writing.

If no agreement is reached within 14 calendar days of the period of leave notice being submitted you can:

- take the discontinuous periods of leave requested in one continuous block, beginning on the original start date; or
- withdraw the request within 15 calendar days of the request being submitted. If the request is withdrawn in these circumstances it will not count as one of your three requests; or
- take the continuous block starting on a new date, as long as the new date is later than the original start date, and you notify the Company of the new date within 19 calendar days.

Varying a period of leave

If you wish to vary your period of SPL, you are entitled to submit a request to:

- vary the start date as long as the variation is requested at least eight weeks before the original start date and the new start date; or
- vary or cancel the amount of leave requested at least eight weeks before the original start date; or
- request that a single period of leave becomes a discontinuous period of leave, or vice versa

A variation will count as one of your three periods of leave notices unless:

- it is made as a result of the child being born earlier or later than the expected week of childbirth
- the Company has requested the variation
- the Company has agreed to accept more than three period of leave notices

The usual eight week notice requirement may be modified if your child is born early and the new start date for the period of leave is the same length of time following the birth as in the original notice. In this case notice to vary the start date should be given as soon as reasonably practicable after the birth of the child.

Evidence requirements

The Company may request a copy of the child's birth certificate and the name and address of the other parent's employer.

In the case of adoption, the Company may request the name and address of the other parent's employer, along with evidence confirming the following:

- the name and address of the adoption agency
- the date that the main adopter was notified of having been matched for adoption with the child
- the date on which the adoption agency expects to place the child

Any such request will be made by the Company within 14 days of receiving your notice of entitlement and intention to take SPL and ShPP. You must respond to the request for evidence within 14 days (or within 14 days of the birth of the child if our request was made before the child was born).

If a birth certificate has not yet been issued, you must sign a declaration stating that fact along with the date and location of the child's birth. If the other parent has no employer, this must also be declared.

Returning from Shared Parental Leave

If you wish to return early from SPL, or extend the period of your SPL, you must notify the Company at least 8 weeks before both the original end date and the new end date.

If you return to work immediately after a period of SPL which (together with any Statutory Maternity/Adoption Leave you may have taken to care for the same child) was 26 weeks or less, you will return to work in the same job that you left.

If you return to work from a period of SPL which (together with any Maternity/ Adoption Leave you may have taken to care for the same child) was more than 26 weeks you will normally be entitled to return to the job in which you were employed before your absence. If that is not reasonably practicable, you will be offered a similar role on no less favourable terms and conditions.

You will not lose the right to return to work if you do not follow the correct notification procedures. However, the Company may take appropriate disciplinary action if you fail to return to work at the end of the SPL period.

In the event that you are unable to return to work at the end of the SPL due to ill health, the Company's normal sickness absence rules, procedures and payments will apply.

Sick Pay

What this policy covers

This policy applies to employees and workers.

This policy sets out your entitlement to sick pay and outlines the basic rules and qualifying criteria that apply to sick pay. The payment of sick pay is dependent on your adherence to the Company's Absence Procedures, which can be found in this Employee Handbook.

Your entitlements

Statutory Sick Pay

Regardless of your length of service, if you are absent from work because of sickness or injury, you will normally be entitled to receive Statutory Sick Pay (SSP) from the Company at the prevailing rate.

Once you have provided the required medical evidence that you are unfit for work, SSP will be paid for each day that you remain absent due to sickness or injury. You will only be paid for those days on which you would normally work or are scheduled to work.

SSP is normally payable for a maximum of 28 weeks.

If your absence is as a result of an injury or illness caused by a third party, any Statutory Sick Pay paid is required to be repaid if any compensation for loss of earnings is recovered from the third party.

The provisions relating to SSP are extremely complex. If you have any questions about this policy, you should discuss these with your manager.

Procedure

You must comply with the Company's Absence Procedure, which is outlined in this Employee Handbook.

Social Media

What this policy covers

This policy applies to employees, workers and contractors.

This policy sets out the Company's position on use of social media, whether conducted on Company systems and in work time or your own private systems or devices in your own time.

For the purposes of this policy, social media is any online platform or application that allows parties to communicate instantly with each other or to share data in a public forum. This includes social forums such as Facebook, X, Instagram, and LinkedIn. Social media also includes blogs and video and image-sharing websites such as YouTube and TikTok.

Your responsibilities

Social media can offer a useful means of keeping in touch with friends and colleagues, and can be used to exchange views and thoughts on shared interests, both personal and work-related.

The Company does not object to you setting up personal accounts on social media and networking sites on the internet, in your own time. However, you must not do so on Company systems or devices or in work time.

You must not link your personal social networking accounts or blogs to the Company's website, social networking site or profile without the Company's prior consent.

You must limit your use of social media on your own devices to your official rest breaks.

You must not disclose Company secrets, breach copyright, defame the Company or its clients, suppliers, customers or any individual who works for the Company, or disclose personal data or information about any individual who works for the Company, on social media.

Social media posts or blogs should not be insulting or abusive to employees, workers, contractors, suppliers, Company contacts, clients or customers.

Compliance with related policies

Social media should never be used in a way that breaches any of the Company's other policies. If an internet post would breach any of our policies in another forum, it will also breach them in an online forum.

For example, you are prohibited from using social media to:

- breach our obligations with respect to the rules of relevant regulatory bodies
- breach any obligations contained in our policies relating to confidentiality
- breach our Disciplinary Policy or procedures
- harass or bully colleagues in any way
- post insulting, abusive, bullying or 'trolling' comments regarding colleagues, contractors, suppliers, clients or customers
- post anything that is likely to be harmful to the Company's reputation
- unlawfully discriminate against colleagues or third parties
- breach our data protection rules (for example, never disclose personal information about a colleague online)
- breach any other laws or regulatory requirements.

You should never provide references for other individuals on social or professional networking sites, as such references, positive and negative, can be attributed to the organisation and create legal liability for both the author of the reference and the Company.

References to the Company

If reference is made to your employment or to the Company, you should state to the reader that the views that you express are your views only and that they do not reflect the views of the Company. You should include a notice such as the following:

'The views expressed on this website/blog are mine alone and do not reflect the views of my employer'

You should always be conscious of your duty to act in good faith and in the best interests of the Company under UK law. The Company will not tolerate criticisms posted in messages in the public domain or on blogs about the Company or any other person connected to the Company.

You must not bring the Company into disrepute through the content of your posts.

Any misuse of social media as mentioned above may be regarded as a disciplinary offence and may result in dismissal without notice.

You should be aware that any information contained in social media may be used in evidence, if relevant, in any disciplinary proceedings.

Business Use of Social Media

If your job duties require you to speak on behalf of the Company in an online social media environment, you must still seek approval for such communication from your manager, who may require you to have training before you are permitted to participate in social media on behalf of the Company.

Similarly, if you are invited to comment about the Company for publication anywhere, including in any social media outlet, you should inform your manager and you must not respond without prior written approval.

If you disclose your affiliation with the Company on your business profile or in any social media postings, you must state that your views do not represent those of your employer, unless you are authorised to speak on our behalf. You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.

Third parties

You must not disclose any information that is confidential or proprietary to the Company or to any third party that has disclosed information to the Company.

Confidential Information and Intellectual Property

You must not post comments about sensitive business-related topics, such as the Company's performance, or do anything to jeopardise trade secrets, confidential information and intellectual property. You must not include the Company's branding, logos or other trademarks in any social media posting or in your profile on any social media platform.

You are not permitted to add business contacts (such as customers or suppliers) made during the course of your employment to personal social networking accounts.

Details of business contacts made during the course of your employment are regarded as Company confidential information, and are the property of the Company. This includes information contained in databases such as address lists contained in Outlook, or business and contacts lists created and held on any electronic or social media format, including but not limited to LinkedIn and Facebook.

On termination of employment you must provide the Company with a copy of all such information, surrender or delete all such information from your personal social networking accounts, and destroy any further copies of such information that you may have.

Monitoring

The Company reserves the right to monitor, intercept and review, without further notice, staff activities using our IT resources and communications systems, including but not limited to social media postings and activities, to ensure that our rules are being complied with and for legitimate business purposes and you consent to such monitoring by your use of such resources and systems.

Procedure

Breaches of this policy will be dealt with under the Company's Disciplinary Procedure. You should be aware that the Company regards breach of any part of this policy as gross misconduct that may result in disciplinary action up to and including dismissal without notice.

If you become aware of information relating to the Company posted on the internet, you should bring this to the attention of your manager.

Supervision Policy

What this policy covers

This policy applies to employees, workers and contractors.

Under the care standards the Company must ensure that the employment policies and procedures it adopts and its induction, training and supervision arrangements are put into practice.

Under the care standards you are required to have Supervision that is relevant to your role.

A written record is kept by the Company detailing the time, date and length of each Supervision held for each employee, worker or contractor including the registered person.

Your entitlements and responsibilities

The Company aims to carry out Supervisions as follows:

- Care staff receive formal supervision at least 6 times a year.
- All other staff are supervised as part of the normal management process on a continuous basis.
- Volunteers receive training, supervision and support appropriate to their role and do not replace paid staff.

Procedure

The record is signed by the supervisor and you at the end of supervision and this record is available for inspection by the Care Quality Commission (CQC).

Supervision is normally conducted by your line manager, or other nominated person, and may take place in the form of a group session, a team meeting or on a one to one basis.

Your Supervision may address the following:

- all aspects of practice,
- the philosophy of care in the Company,
- responses to and methods of working with the service users,
- work with any service users, for whom you are a key worker,
- your role, including your accountability, in fulfilling the Company's Statement of Purpose,
- your work in fulfilling placement plans for individual service users,
- degree of personal involvement, feelings, concerns and stress,
- feedback on performance,
- your development and training and career development needs,
- guidance on current and new tasks, including the setting and maintenance of standards,
- personal issues which may impinge on your ability to carry out your duties effectively.

Clinical Supervision may take place for those employees working in Extra Care Housing, sometimes referred to as very sheltered housing or housing with care. The Company will provide you with details if this is applicable to you.

Time Off for Dependants

What this policy covers

This policy applies to employees only.

The purpose of this policy is to ensure those who are genuinely in need of unpaid time off in order to deal with an emergency are treated fairly and consistently while minimising the impact on the business.

You are entitled to take a reasonable amount of unpaid time off during working hours to deal with particular situations affecting your dependants. The amount of time off will depend on the nature of the incident and your individual circumstances.

This policy explains what is meant by dependant and in which circumstances unpaid time off can be granted and sets out the notification procedures.

Your entitlements and responsibilities

Definition of dependant

A dependant is:

- a spouse
- a civil partner
- a child
- a parent
- a person who lives in the same household as you other than as your tenant, lodger, boarder or someone you employ
- any person who would reasonably rely on you for assistance or who would rely on you to make arrangements for the provision of care in the event of illness or injury
- any other person who may rely on you for the provision of care or arrangements for the provision of care

What counts as time off

Reasonable time off will be granted in the following circumstances:

- to provide assistance when a dependant falls ill, gives birth or is injured or assaulted
- to make arrangements for the care of a sick or injured dependant or to make arrangements to deal with an unexpected disruption to their care provision
- in consequence of the death of a dependant
- to deal with an unexpected incident involving your child during school hours or those of another educational establishment

The right is only to deal with emergencies and to put care arrangements in place - for example, arranging to employ a temporary carer or arranging for the dependant to stay with relatives. You would not be entitled to time off under this policy for the ongoing care of the dependant.

Procedure

You must inform the Company as soon as practicable of your unavailability for work, the reason for it and how long you expect to be away from work.

You do not have to do this in writing, but you will need to give the Company sufficient information for it to be determined that your time off falls under the Time Off for Dependants provision.

You may be required to provide evidence to the Company of your need to take time off under this provision.

If you fail to inform the Company as soon as is reasonably practicable that you need time off, or if you abuse the rights under this provision, you may be subject to disciplinary proceedings, up to and including dismissal without notice.

Training

What this policy covers

The Company values its employees highly. We believe that personal and professional development is essential for maintaining the delivery of high-quality care and learning for children in their early years. It underpins all aspects of positive interactions and activities planned for children.

The Company will provide you with appropriate training to develop the knowledge and skills necessary for you to perform your duties effectively. Wherever possible, the Company will ensure you have every opportunity for career development.

The Company ensures that 70% or above of employees are qualified to Level 3 (or equivalent) or above in childcare and education. Other employees working at the nursery will either be qualified to Level 2 or undertaking training. Where necessary employees will be supported to achieve a suitable level 2 qualification in Maths and English (as defined by the Department for Education on the Early Years Qualifications List) for the completion of the Early Years Educator.

This policy covers the different types of training and development you might expect and how the Company may recover the costs of training from you in particular cases.

Your entitlements

The types of training that the Company provides falls into four broad categories: induction, occupational, internal and external.

Induction training

As a new starter, you will be given a comprehensive introduction to the workplace, your colleagues, catering facilities, duties, health and safety and other procedures.

Your manager or supervisor will assess your training requirements and arrange for that training to be provided. As far as possible, the Company will meet your training needs by a combination of occupational, internal and external training.

Occupational training

Throughout your time with the Company, there may be a need to acquire new skills and these can be gained through occupational training delivered by colleagues.

Internal training

Occasionally, the Company may arrange for external training providers to deliver training courses in the workplace. This form of training might be triggered by the introduction of new equipment or working methods and will be arranged when the Company feels the training cannot adequately be provided in-house.

External training

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

Where necessary, the Company will arrange for you to undertake external training if this cannot be provided internally.

Facilitation of employee development

The Company strongly promotes continuous professional development and all employees have individual training records and training plans to enhance their skills and expertise, based on discussions at supervision meetings and appraisal meetings. The Company also has a training budget which is set and reviewed annually to ensure that the team gain external support and training where needed.

To facilitate the development of staff we:

- Coach, lead and offer encouragement and support to achieve a high level of morale and motivation;
- Promote teamwork through ongoing communication, involvement and a no blame culture to enhance nursery practice;
- Provide opportunities for delegation based on skills and expertise to offer recognition and empower employees;
- Encourage employees to contribute ideas for change within the nursery and hold regular staff meetings and team meetings to develop these ideas. Regular meetings are also held to discuss strategy, policy and activity planning;
- Encourage employees to further their experience and knowledge by attending relevant external training courses;
- Encourage employees to pass on their knowledge to those who are less experienced and share knowledge from external training with small groups of employees within the nursery;
- Provide regular in-house training relevant to the needs of the nursery;
- Every staff member will have a minimum of three meetings a year with their manager, a formal appraisal, an informal review and a supervision meeting. The supervision meeting will provide opportunities for the employee to discuss any particular issues relating to the children in their care and to allow solutions to be addressed. Employee appraisals will provide an opportunity for the manager and the member of staff to discuss training needs for the following six months as well;
- Develop a training plan that sets out the aims and intended outcomes of any training, addressing both the qualification and continuous professional development needs of the nursery and individual employees;
- Promote a positive learning culture within the nursery;
- All new employees will follow the 6 month induction programme and be assigned a 'work mentor" to coach and support;
- Offer ongoing support and guidance;
- Offer varied information sources including membership of local and national organisations, resources, publications and literature to all employees.

Procedure

Paying back your training costs

When you undertake external training courses with significant cost implications, you will be required, prior to commencing the course, to sign an agreement to repay all or a proportion of the costs of the course if you leave the Company's employment within a certain time period. Full details will be set out in your training cost agreement.

Transgender Equality Policy

What this policy covers

This policy applies to employees, workers, agency workers and contractors.

The Company values and actively strives for transgender equality and creates an environment where the transgender community are respected, protected from discrimination and comfortable and confident being their authentic selves.

The Company will seek to promote the principles of equality, diversity and inclusion in all its dealings with employees, workers, job applicants, clients, customers, suppliers, contractors, recruitment agencies and the public through this Transgender Equality Policy.

When acting on the Company's behalf you are required to adhere to this policy when undertaking your duties or when representing the Company in any other guise.

The Company is committed to managing a workplace that integrates, benefits from, and achieves equality for their diverse employees, as well as promoting an inclusive workplace that celebrates and supports diversity.

In this policy we will use "Trans" as an umbrella term, to describe people whose gender is not the same as, or does not sit comfortably with the sex they were assigned at birth. Many will undergo the process of aligning their life and physical identity to match their gender identity, and this is called transitioning. Individuals will always view themselves and their experience in a unique way and will have personal preferences in terms of the language that their employers and colleagues use.

Trans people may describe themselves using one or more of a wide variety of terms, including (but not limited to) trans/transgender, transsexual, gender-queer (GQ), gender-fluid, non-binary, gender-variant, crossdresser, genderless, agender, nongender, third gender, bi-gender, trans man, trans woman, trans masculine, trans feminine and neutrois.

Some trans people will be "out" i.e. open about their gender identity or expression and others may not be. However, given that many transitioning will come out to their employers to live consistently with their gender identity full-time, employers may often become involved in an employee's transition.

The Company is committed to ensuring this workplace celebrates and supports a workplace of diversity and equality. It is vital to provide a welcoming and supportive environment for those who want to transition at work and the trans-colleague, co-workers, and management that need to respond, accept, and adapt to the change.

Key terminology

Trans

Trans people are individuals whose gender identity and/or gender expression differs from the sex they were assigned at birth. Trans is an umbrella term that includes people of different gender identities and gender presentations and includes people who are transsexual, cross-dressers or otherwise gender non-conforming.

Many trans people wish to live as a member of the gender with which they identify and this may involve changing names, hormone therapy or surgery. The process is referred to as 'transitioning' (see below). Not all trans people wish to transition. Some people do not identify as either male or female but see themselves as being on a gender spectrum.

Transitioning

Transitioning is a process through which some trans people begin to live as the gender with which they identify, rather than the one assigned at birth. Each person's transition will involve different things.

For some this involves medical transition, such as hormone therapy and surgeries, but not all trans people want or are able to have this.

Transitioning also might involve things such as telling friends and family, dressing differently and changing official documents.

Gender

Often expressed in terms of masculinity and femininity, gender is largely culturally determined and is assumed from the sex assigned at birth. Gender is a social construction relating to behaviours and attributes based on labels of masculinity and femininity. This is different from sex, referring to the biological aspects of an individual as determined by their anatomy.

Gender identity

A person's innate sense of their own gender, whether male, female or something else (see non-binary), which may or may not correspond to the sex assigned at birth. It is important to note that an individual's gender identity is separate from their sexual orientation or sexual preference.

Trans people may identify as straight, gay, lesbian or bisexual.

Gender expression

Refers to how an individual expresses their socially constructed gender. This may refer to how an individual dresses, their general appearance, the way they speak, and/or the way they carry themselves. Gender expression is not always correlated to an individual's gender identity or gender role.

Gender reassignment

A way to describe a person's transition. The term usually implies some sort of medical intervention, but it can also mean changing names, pronouns, dressing differently and living in their self-identified gender.

Non-binary

Non-binary is an umbrella term for gender identities that fall outside the gender binary of male or female. This includes individuals whose gender identity is neither exclusively male nor female, a combination of male and female or between or beyond genders. Like the usage of transgender, people under the non-binary umbrella may describe themselves using one or more of a wide variety of terms e.g. gender fluid, bigender and gender neutral.

Sex

Assigned to a person based on primary sex characteristics (genitalia) and reproductive functions. Sometimes the terms 'sex' and 'gender' are interchanged to mean 'male' or 'female'.

Our responsibilities

Trans colleagues have the right to be who they are openly. This includes expressing their gender identity without fear of consequences.

When you or a colleague begins transitioning, it can mean a change for the workplace. The Company will provide a welcoming and supportive environment for individuals who want to transition at work. Transitioning is an experience unique to that person and each person's experience of the process can be different.

Notification of transitioning

If you are beginning the transitioning process you may contact your line manager to speak about your intentions. Your line manager will support your transitioning, listen to your intentions and address any needs and concerns that you have.

As a trans person, you may choose to dress consistently with your gender identity and you are required to comply with the same standards of dress and appearance, including uniforms, as apply to all other employees in your workplace and similar position. The decision as to when and how you express your gender identity remains your choice.

Access to toilets, washing, and changing facilities

The Company aims to respect all colleagues with its provision of appropriate facilities.

Single-sex facilities are designated according to birth sex. If you prefer not to use facilities aligned with your birth sex due to your gender identity, you are welcome to use gender-neutral facilities, if available.

If you are unsure about the available options or need support, please speak with your line manager in confidence.

Statement of confidentiality

Your trans status is considered confidential and would only be disclosed on a need-to-know basis, and only with your consent. However, when transitioning you are encouraged to participate in the necessary education of your co-workers at whatever level they are comfortable.

Initial conversation

Line Managers will immediately reassure you that the Company is supportive and will be as involved/proactive in your transition as you desire.

Management will discuss how they and the Company can assist you during your coming out or transition, and will ask you for suggestions regarding any changes that should be made within the business.

Pronoun and name changes

Where a person's legal name does not match their new name, the new name should be used on all documentation such as email, phone directory, company identification card or access badge, name plate, etc except where records must match the legal name, such as on payroll and insurance documents.

Your trans status is considered confidential and would only be disclosed with your consent as per the "Statement of confidentiality" section above.

The Company will take responsibility for ensuring that any necessary third parties are notified.

In everyday written and verbal communication, your new name and pronouns will be used when you are ready.

Appointments (including medical appointments related to transition)

Line Managers will provide sufficient flexibility to meet your needs for appointments, subject to operational requirements. Time off for medical procedures is to be treated the same as other scheduled medically necessary procedures. The process of transitioning may include surgery. The Company recognises that when transitioning you may or may not have these surgeries for any number of personal reasons and, furthermore, that surgery in and of itself is not the goal of a gender transition. As with other aspects of the transitioning process, plans should be discussed and communicated only with affected parties to manage expectations and to minimise disruption. Medical information, including surgery plans communicated by you, will be treated confidentially.

Absence and sick pay

The Company will follow the sickness absence and sick pay procedures for any periods of sickness.

Working with your own Children or Close Relation

What this policy covers

The Company understands the potential stresses of employees returning to work after having a baby or working in the same environment as your child or a close relation.

The Company believes our employees should remain neutral and treat all children with the same regard. It is generally not appropriate for employees to care for their own children or those of a close relative whilst working in the nursery. However, we recognise that this may not always be possible and we will also try to accommodate the wishes of any employee with a child or close relative in the nursery and come to an agreement which suits us all.

We wish to support all employees in this position and request the member of staff meet with the nursery manager and room leader, where appropriate, to discuss the needs of all parties.

Your entitlements and responsibilities

This agreement is based on the following principles:

- Where an employee works in the same room as their child or close relation, there is an agreed set of guidelines between the nursery and the employee setting out the expectations of working with their child/close relation. These include a clear statement that during their time at nursery the child is in the care of the nursery and it is the nursery that retains responsibility for the child and their care.
- Where this agreement is not working or is impacting on the care of the child or other children in the room, the manager and the employee will reassess the situation.
- Employees caring for another employee's child will treat them as they would any other parent/child. No special treatment will be offered to any child or parent who has connections with the nursery.

The Company responsibilites

Where the manager assesses that the agreement is not working and/or there is an impact on the care of the children in the room because of the employee's relationship with their child or close relation:

- The manager will consider moving the employee and not the child. This will enable the child to be in the appropriate age/stage group and to continue to forge consistent relationships with other children in this group;
- Where the employee is in another room, there will be an agreement between the employee, manager and room leader about contact with the child during the nursery day. Although we do not want to restrict a parent seeing their child, we must consider the room routine and the upset a visit may cause the child when their parent leaves the room again;
- If there are staff shortages resulting in the movement of employees, the employee will be placed in a different room to that of their child or close relation, wherever possible;
- Where an employeequote s baby requires breastfeeding, the nursery will adapt the above guidelines to suit both the baby's and mother's needs. Cover will be provided during this time.

Wellbeing

What this policy covers

This policy applies to employees and workers.

The Company has developed a wellbeing policy to manage its obligations to maintain the mental health and wellbeing of all staff. It covers the Company's commitment to employee and worker health, the responsibilities of managers and others for maintaining psychological health, health promotion initiatives, communicating and training on health issues, the range of support available for the maintenance of mental health, and organisational commitment to handling individual issues.

Objectives

The aim of this policy is to describe the Company's commitment to the mental health and wellbeing of staff in its broadest, holistic sense, setting out how the organisation fulfils its legal obligations, the responsibilities of different functions and specialists and the range of services available to help staff maintain health and wellbeing. The Company recognises that wellbeing and performance are linked. Improving staff's ability to handle pressure and to balance work and home life will ultimately lead to improved individual and organisational performance.

Organisational commitment

The Company has legal obligations under health and safety legislation to manage risks to the health and safety of its staff. In addition to reducing safety risks, this means operating the business in a way that minimises harm to its staff's mental health, for example by ensuring that the demands of jobs are not unacceptable and having policies and procedures in place to support individuals experiencing mental ill health at work.

The Company will put in place measures to prevent and manage risks to staff wellbeing, together with appropriate training and individual support. It will also seek to foster a mentally healthy culture by incorporating these principles into line manager training and running regular initiatives to raise awareness of mental health issues at work.

Responsibilities

Organisation

The Company has a legal duty of care to employees and workers to ensure health at work, as set out in the Health and Safety at Work etc Act 1974 and the Management of Health and Safety at Work Regulations 1999. The organisation will ensure that its policies and practices reflect this duty and review the operation of these documents at regular intervals.

Line managers

Line managers will put in place measures to minimise the risks to staff wellbeing, particularly from negative pressure at work. Managers must familiarise themselves with the Health and Safety Executive's stress management standards, and use these to mitigate psychological risks in their teams. For example, managers should ensure that staff understand their role within the team and receive the necessary information and support from managers and team members to do their job. Managers must also familiarise themselves with the Company's policies on diversity and tackling inappropriate behaviour in order to support staff, for example on bullying and harassment issues.

In particular, line managers must ensure that they take steps to reduce the risks to staff health and wellbeing by:

- ensuring that the right people are recruited to the right jobs and that a good match is obtained between individuals recruited and job descriptions/specifications
- keeping the team up to date with developments at work and how these might affect their job and workload
- ensuring that staff know who to approach with problems concerning their role and how to pursue issues with senior management
- making sure jobs are designed fairly and that work is allocated appropriately between teams and
- ensuring that work stations are regularly assessed to ensure that they are appropriate and fit for purpose.

Human Resources

The HR department will develop Company-wide policies and procedures to protect the wellbeing of staff, assist line managers in supporting individuals, and liaise as appropriate with occupational health and other medical professionals, with the object of helping employees and workers to maintain good psychological health.

Occupational health

Occupational health professionals will provide a comprehensive service designed to help staff to stay in work, or to return to work, after experiencing mental health problems. This will include preparing medical assessments of individuals' fitness for work following referrals from line managers and the HR department, liaising with GPs and working with individuals to help them to retain employment.

Occupational health professionals will play a critical part in developing rehabilitation plans for employees and workers returning to work after absences related to mental ill health, and work with GPs and line managers on designing jobs and working environments to ensure that rehabilitation is successful. Occupational health professionals will also design and implement health promotion and lifestyle behaviour management programmes, including initiatives on managing pressure and ongoing health conditions at work.

Employee Assistance Provider

The provider of external employee assistance services Hero Health will alert the Company's management to clusters or "hotspots" of psychological risk in the organisation, drawing on anonymised data provided by calls to its 24-hour helpline and information from face-to-face counselling with employees and workers.

Employees and workers

You must take responsibility for your own health and wellbeing, by adopting good health behaviours (for example in relation to diet, alcohol consumption and smoking) and informing the Company if you believe work or the work environment poses a risk to your health. Any health-related information disclosed by you during discussions with managers, the HR department or the occupational health service is treated in confidence.

Health promotion initiatives

The Company will develop and run a range of health promotion initiatives designed to raise awareness of health and lifestyle issues affecting mental health and wellbeing. Occupational health professionals and the HR department will have primary responsibility for leading these programmes, but line managers and staff will be expected to participate. These programmes will be evaluated to determine their effectiveness. The programmes will cover:

- stress management
- disability awareness
- bullying and harassment
- handling violence and traumatic incidents at work
- lifestyle behaviours, with voluntary screening (for example in relation to alcohol, drugs and smoking) and
- physical activity and fitness.

Staff will also be encouraged to establish clubs and groups designed to foster wellbeing, for example lunchtime walking or dancing clubs.

Training and communication

Line managers and staff will regularly discuss individual training needs to ensure that staff have the necessary skills to adapt to ever-changing job demands. An examination of training needs will be particularly important prior to, and during, periods of organisational change.

Managers and staff are encouraged to participate in communication/feedback exercises, including stress audits and staff surveys. You are expected to be aware of the importance of effective communication and to use the media most appropriate to the message, for example team meetings, one-to-one meetings, electronic communications and organisation-wide methods. The Company will ensure that structures exist to give employees and workers regular feedback on their performance, and for them to raise concerns.

The Company will consider special communication media during periods of organisational change.