

	RG Security	H-01 Revision-01 Issuance Date: 01-06-2019
	Employee Handbook	Address: 121a Shirley Road, Southampton, SO15 3FF Landline: 02381810000 Web: www.rgsecurity.co.uk Email: info@rgsecurity.co.uk Company Registration No.:10341003

CONTENTS

- CONTENTS1**
- 1.0.Mission Statement.....1**
- 2.0.Equal Opportunity Policy2**
- 3.0.Grievance Procedure3**
- 4.0. Anti-Harassment Policy.....3**
 - 4.1. Identifying Sexual or Racial Harassment..... 3
 - 4.2. Responsibility of Managers and Supervisors 4
 - 4.3. What To Do If You Feel You Are Subject To Harassment..... 4
- 5.0. Anti Bullying Policy5**
 - 5.1. What is Bullying? 5
- 6.0. Salaries and Wages5**
 - 6.1.Payment 5
 - 6.2.Overpayments/Underpayments 5
 - 6.3.Salary/Wage Appraisal 5
 - 6.4. Expenses..... 5
 - 6.5.Overtime Payments 6
 - 6.6.Bonus Schemes 6
 - 6.7.Stakeholder Pension Scheme..... 6
- 7.0.Holidays7**
 - 7.1. Holiday Pay 7
 - 7.2.Rules Regarding Annual leave 7
- 8.0.Absence from Work8**
 - 8.1.Time Off..... 8
 - 8.2.Absence 8
 - 8.3.Lateness..... 8
 - 8.4.Sickness Absence and Pay..... 8
 - 8.5.Medical Information 9
 - 8.5.Compassionate Leave 9
 - 8.6.Parental Leave..... 9
 - 8.7.Absence Levels 9
- 9.0. Maternity9**
- 10.0.General Information10**
 - 10.1. The Probationary Period 10
 - 10.2. Flexibility 10
 - 10.3.Training 10
 - 10.4.Health and Safety 10

10.5. Drugs and Alcohol	10
11.0.General Rules	11
11.1. Personal Details.....	11
11.2.Additional Employment	11
11.3.Standards of Dress	11
11.4.Company Uniform	11
11.5.Telephone Calls	11
11.6.Personal Mobile Phones	11
11.7.Company Mobile Phones	11
11.8.Computer Usage	11
11.9.Contact of Friends and Relatives	13
11.10.Mail	13
11.11.Buying and Selling of Goods.....	13
11.12.Gratuities.....	13
11.13.Employee Notices - Changing Terms and Conditions of Employment	13
11.14.Smoking (only in designated areas)	13
11.15.Good Housekeeping	13
11.16.Parking.....	13
11.17.Kitchen/Canteen Facilities	14
11.18.Safety	14
11.19.Accidents at Work	14
11.20.Health and Hygiene	14
11.21.Protective Clothing.....	14
12.0.Company Vehicle Policy	14
12.1. General.....	14
12.1. Fuel.....	15
12.2. Personal Liability for Damage to Vehicles.....	15
13.0.Behaviour Outside Work	15
14.0.Property	16
14.1. Employees' Property	16
14.2. Company Property	16
14.3.Return of Company Property	16
14.4.Lost Property.....	16
15.0.Disciplinary Rules and Procedures	16
15.1 Categories of Misconduct	17
15.2Suspension	17
15.3 Disciplinary Procedure	18
15.3.1 Stage One - Verbal Warning	18
15.3.2 Stage Two - Written Warning	18
15.3.3 Stage Three - Final Written Warning	18
15.3.4 Stage Four - Dismissal	19
15.4 Other Possible Sanctions	19
15.5 Appeals Procedure	19
16.0. Termination of Employment.....	19
16.1. Redundancy	19
16.2Retirement	20
16.3Resignation.....	20
16.4Lay-off / Short Time Working	20

16.4.1. Implement Shorter Working Hours	20
17.0. Notice Periods	20
17.1. General	20
17.2. Garden Leave.....	21
18.0. Non-Solicitation Clause	21
19.0. Statement to the Media	21
20.0. Inventions	21
21.0. Confidentiality	21

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

1.0. Mission Statement

To be a leading provider of security services

This employee handbook has been designed to explain the procedures we adopt, your entitlements and what we expect from you, and what you can expect from the Company.

May I take this opportunity to welcome you and ask you to read this handbook carefully. If you have any questions, please ask your Immediate Manager/Supervisor to explain and clarify any specific issues with you.

Welcome to **RG SECURITY LTD.**

I look forward to meeting with you in due course and hope you will enjoy working with us.

Signature ...Mr Abdul Asmari

PositionDirector.....

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

2.0. Equal Opportunity Policy

This Company aims to ensure:

- That no job applicant or employee receives less favourable treatment on the grounds of his or her Race, Sex, or Disability.
- That no applicant or employee is placed at any disadvantage because of their Race, Sex, or Disability that is not justifiable in Law under the Race, Sex or Disability Discrimination Act.

If you feel or consider that you have been disadvantaged because of your Race, Sex, or Disability, **do not hesitate** to report the matter in order that the issue can be investigated and resolved.

If you have a disability for the purposes of the Disability Discrimination Act please notify your Immediate Manager/Supervisor so that reasonable adjustments can be considered.

The Company does not and will not tolerate any racist, sexist or disability harassment and anyone found to be acting in such a way will face disciplinary action that could include dismissal. Everyone has a duty to report any such behaviour to Management. We actively promote non-discriminatory behaviour and do not tolerate any behaviour contrary to the Sex, Race, and Disability Discrimination legislation.

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

3.0. Grievance Procedure

The Company recognises that from time to time employees may wish to raise issues relating to their employment, or matters, which are causing personal concern. It is the Company's Policy to encourage free communication between employees and their Managers to ensure that any question or problem arising during the course of employment can be resolved quickly.

In order to achieve a speedy resolution of any problems or issues that you may have, the first step is for you to have an informal discussion with your Immediate Manager/Supervisor. Having an informal discussion can quite often solve the problem; however if you are not satisfied with the outcome of the informal discussion, inform your Immediate Manager/Supervisor that you wish to take the matter further and submit a formal written grievance within 14 days to a Director.

The formal written grievance should explain fully the nature of your complaint. Every effort will be made to hear your grievance within 7 working days. At the hearing, you have the right to be accompanied by either a work colleague or, where appropriate, a Trade Union Official. All grievance proceedings and records will be kept confidential.

If, following this procedure, you are still not entirely satisfied and you consider you have not been fairly treated, you may appeal against any decision made to a Director. Every effort will be made to resolve your grievance amicably; however, the decision of the Director dealing with the appeal is final.

4.0. Anti-Harassment Policy

Harassment, whether racial or sexual in nature, can interfere with an individual's work performance and create a hostile work environment. Harassment may also occur between Employees outside working hours. The Company recognises the problems that racial and sexual harassment can have upon health, confidence and morale. All Employees have a positive responsibility to comply with this policy and ensure that its terms are put into effect.

4.1. Identifying Sexual or Racial Harassment

- Conduct based on an individual's sex or race, which is unwanted, unreasonable and offensive to the recipient. Everyone reacts differently and what may not be offensive to one person may be offensive to another. Harassment may even be unintentional on the part of the harasser. In particular, sexual attention becomes sexual harassment if it persists once it has been made clear that it is regarded by the recipient as offensive or unwelcome, although one incident alone may constitute sexual harassment if it is sufficiently serious.
- Conduct based on an individual's sex or race, which creates an intimidating, hostile, or humiliating work environment for the recipient.

Reference	RGS 01 ACS
Version	2.0
Issue Date	01/01/2019
Approved	MD

Employee Handbook

- Where a person refuses to submit sexual or racial harassment influences a decision, which affects that person's access to or continuation of employment, promotion, vocational training or any other decision affecting their employment.
- Victimization of or retaliation against an Employee who has complained in good faith of sexual or racial harassment.

The following are examples of unacceptable conduct and will amount to a breach of this harassment policy. These examples are not exhaustive and there may be others.

PHYSICAL: Unnecessary touching; patting; pinching or brushing against; assault or coercing sexual acts.

VERBAL: Advances: persistent requests for social activities (after it has been made clear that such requests are unwelcome) or other persistent unwelcome attention of a personal nature; offensive and suggestive remarks: threats; intimate questions; innuendoes; lewd comments; obscene jokes; foul or obscene language; inciting racial hatred: racial or sexual abuse; jokes, teasing, nicknames or insults which are gender or race related; and inappropriate comments about dress, appearance or physique.

NON-VERBAL CONDUCT: Displaying suggestive or offensive pictures, objects and written materials; leering; whistling and suggestive or offensive gesture.

4.2. Responsibility of Managers and Supervisors

Staff in supervisory or management positions must ensure that as far as they are able, they are responsible for and act immediately if they become aware of any harassment taking place and are supportive towards any Employees who complain of harassment.

4.3. What To Do If You Feel You Are Subject To Harassment

Any Employee who believes he/she are the victim of harassment are strongly encouraged to make it clear to the harasser that they find such conduct unwelcome or offensive. In many cases this may be sufficient to stop the harassment. Where it is not sufficient and the harassment continues or where it is difficult or inappropriate for the victim to raise the issue with the harasser (for example, where the harasser may be in a more senior position), the Employee should contact his/her Manager.

If the Employee does not wish to make a formal complaint then the Manager, as appropriate, may, if felt necessary, deal with the matter on an informal and confidential basis by speaking to the harasser on the victim's behalf.

Where a formal complaint is made the Manager will arrange for the complaint to be promptly and fully investigated. As far as is reasonably practicable to conduct a fair investigation, confidentiality will be preserved.

Following completion of the investigation in appropriate cases, any necessary disciplinary action will be taken. The disciplinary sanction will depend on the particular facts of each case. Serious incidents (even of a one-off nature) can constitute gross misconduct for which an Employee may be summarily dismissed.

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

In appropriate cases, the Company may transfer the harasser or the complainant to a different area or department, which may result in a change of responsibility and/or loss of status.

During any investigation the Company may suspend the alleged harasser on full pay and benefits or temporarily re-deploy them.

The procedure set out under 'What to do if you are subject to harassment' does not give any contractual or other legal rights to Employees.

5.0. Anti Bullying Policy

The Company does not tolerate bullying and anyone who is guilty of bullying will face disciplinary action, which in appropriate circumstances could include dismissal.

5.1. What is Bullying?

The Company defines bullying as any conduct that humiliates, degrades, or causes unwanted mental or physical injury to another.

The Company operates an anonymous Complaints Procedure for those employees who wish to make any complaint or disclose any incident that could reasonably amount to bullying. You can forward the details to any member of management and the Company will keep the information confidential unless or until the discloser permits the release of such information.

This does not prevent the use of any Grievance Procedure.

All employees are under a moral and Company duty to disclose any incident of bullying. The only way bullies escape detection is if others permit their behaviour. We do not and nor should you.

6.0. Salaries and Wages

6.1. Payment

Wages will be paid directly into a bank account of your choice. The Company reserves the right to vary the method of payment; however you will be notified of any such change in writing. You will receive a payslip detailing how the payment made to you has been calculated. It will also show the deductions that have been made and the reasons for them, for example, Tax, National Insurance, etc.

6.2. Overpayments/Underpayments

If you have been inadvertently overpaid or underpaid for any reason you must notify your Immediate Manager/Supervisor straight away. The over or underpayment will normally be corrected at the next payment. If it is later discovered that you were overpaid the Company reserves the right to deduct such overpayment from your salary. Arrangements can be made for a longer period of repayment in cases of hardship.

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

6.3. Salary/Wage Appraisal

Salary/Wage reviews will be held annually. This does not mean that you will automatically receive a pay increase. Performance levels and the profitability of the Company will be taken into account. Any changes in your salary/wages will be confirmed in writing and a record will be retained in your personnel file.

6.4. Expenses

All expenses incurred by the employee on behalf of the Business will be reimbursed by the Business after approval by Management. A valid receipt must support all claims.

6.5. Overtime Payments

If you are entitled to overtime payments details will be in your Terms and Conditions of Employment.

6.6. Bonus Schemes

Any bonuses will be paid at the discretion of the Company. There is no contractual entitlement to the Company Bonus.

6.7. Stakeholder Pension Scheme

If you are currently entitled to participate in the Stakeholder Pension Scheme you will receive details separately.

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

7.0. Holidays

7.1. Holiday Pay

The Company holiday year commences on 1st April and finishes on 31st March. Employees workers who work a 5-day week must receive at least 28 days' paid annual leave a year. This is the equivalent of 5.6 weeks of holiday. Working part-time Part-time workers are entitled to at least 5.6 weeks' paid holiday, but this will amount to fewer than 28 days. For example, if they work 3 days a week, they will get at least 16.8 days' leave a year (3 × 5.6).

The Company recognises 8 statutory Bank Holidays each year. These are Good Friday, Easter Monday, May Day, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day, Boxing Day, and New Years Day. To qualify for Bank Holidays you must work the working day before and after the particular Bank Holiday. You may be required to work Bank Holidays in order to meet the needs of the business.

If you either commence or terminate your employment during the year, holiday entitlement will be calculated as a ratio of the annual entitlement for each completed day of service during that holiday year (rounded to the nearest day).

7.2. Rules Regarding Annual leave

- Holiday Request Forms must be completed and signed by your Immediate Manager/Supervisor.
- All holidays should be authorised before bookings are made.
- The operational running of the Company must be maintained at all times.
- Holidays will be agreed to on a first-come, first-served basis.
- You should provide a notice period equivalent to twice that of the number of days requested as holiday
- No more that two consecutive weeks' holiday will be authorised at any one time unless exceptional circumstances exist and at the discretion of the Company.
- Employees are required to reserve a number of days' holiday for shut down periods. The Company will provide one month's notice for such periods.
- Employees may only take holidays as they are accrued.
- The Company does not allow any part of one year's holiday to be carried forward to subsequent years unless in exceptional circumstances.
- Holiday that is not taken will be lost and not paid in lieu. This is a legal requirement under the Working Time Regulations.
- Holiday pay is at the basic rate and does not include any bonus commission or overtime.
- Should your employment come to an end before any accrued holiday is taken, you will be paid the balance of holiday pay due.

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

- Payment made for holiday in excess of entitlement will be recovered from your final pay where appropriate. This is an express term of your Contract of Employment.

8.0. Absence from Work

8.1. Time Off

If you wish to take time off, for whatever reason, you should seek the permission of your Immediate Manager/Supervisor beforehand. The Company recognises its statutory responsibilities under the Dependant and Parental Leave Regulations. The Company would ask the employee where possible to arrange appointments outside working hours (remember the regulations do not require the employer to pay you for this time except in the case of ante-natal visits for pregnant employees). Any paid parental, or compassionate leave will be at the discretion of the Directors.

8.2. Absence

If you are unable to go to work, for whatever reason, you should:

- Notify the Company before 10am, on the first day of absence.
- Speak to a Director in person.
- Record the time and name of the person to whom you reported your absence.
- It is your responsibility to keep to Company informed of your continuing illness or otherwise. You must contact the company on the day that each sick note expires (whether or not you expect to return to work) and inform them of your intentions.

On your return to work you are required to complete a Return to Work Questionnaire detailing the reason for your absence. This should be handed to the Immediate Manager/Supervisor.

8.3. Lateness

If you are unable to get to work on time you must contact the company and inform them of your expected time of arrival. If you fail to inform the company and turn up late the Company cannot guarantee to provide you with work and may send you home with no pay.

8.4. Sickness Absence and Pay

During authorised absence due to sickness you are entitled to Statutory Sick Pay (SSP), provided you earn more than the minimum criteria set out in the SSP regulations. If you are sick for a period of 4 or more days, you may be paid SSP by us, if you are eligible. SSP is treated the same as wages and is subject to Income Tax deductions and National Insurance contributions.

Before payments of SSP are made to you there is a period of 3 waiting days. These will start from the first day that you should have been available for work.

If you are sick and your absence has been, or you think will be longer than 7 days, you must obtain a Doctor's Medical Certificate and submit it to your Immediate Manager/Supervisor.

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

If your sickness runs over 7 days you must notify the Company once a week and supply us with a Doctor's Medical Certificate to cover your absence. If you do not comply with these procedures your SSP may be delayed or not paid at all.

On your return to work after a period of sickness of less than 7 days, you must complete the Self Certification documentation and hand it your Immediate Manager/Supervisor.

Payments may be withheld if the employer believes there is reason to doubt the validity of a claim for Sick Pay. It should also be noted that failure to abide by the above requirements may lead to disciplinary action. The Company reserves the right to order an independent examination where deemed necessary. Unauthorised absences or false reporting of sickness are serious disciplinary matters.

If you are taking medication you must inform your doctor of the nature of your work or your Manager as some medication causes drowsiness, which can be dangerous when dealing with machinery.

In addition to SSP, the Company operates a Company Sick Pay Scheme. If you are entitled to this scheme details will be in your Terms and Conditions of Employment. If you are eligible under the scheme SSP will be deducted against it. This means that you will not get both concurrently.

If you are absent from work as a result of an injury or illness for which you later receive compensation, you agree to reimburse the Company for any sick pay that you have received that the Company is unable to recover from any other sources.

8.5. Medical Information

The Company reserves the right to call, at any time, for you to have a medical examination by a Doctor of the Company's choice.

8.5. Compassionate Leave

Any requests for funeral leave should be made by the earliest opportunity and ideally by the first scheduled workday following a death.

The Company will allow employees to take time off at the death of immediate family (those being husbands, wives, partners, parents or children). Employees may take the time as holiday or unpaid leave. Any paid compassionate leave will be at the discretion of the Directors. Requests for compassionate leave will be considered on an individual basis and where possible accommodated.

8.6. Parental Leave

The Company recognises its statutory responsibilities under the Dependant and Parental Leave Regulations, details of which are available from the Wages/Personnel Department. You should always seek the permission of your Immediate Manager or Supervisor beforehand taking any time off.

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

8.7. Absence Levels

Absence levels will be continually monitored and high levels of absence may lead to disciplinary action and warnings, each case will be assessed on its merits and within the Disciplinary Procedures. In order to investigate absence from work the company reserves the right to make home visits to the employee from time to time as considered necessary.

9.0. Maternity

If you are pregnant we request that you must inform the Company as soon as possible so that we can both ensure a safe working environment and explain your rights.

10.0 General Information

10.1. The Probationary Period

All new employees who join the Company will have a 12-16 week probationary period. You will be constantly reviewed during this period. If the Company is not satisfied with your performance, conduct or suitability you will be dismissed with your statutory notice. Any such dismissal is not subject to the full Disciplinary Procedure. The Company reserves the right to extend the probationary period should the required standard not be met. You shall also be required to be vetted in accordance with current standards to ascertain your suitability for the work for which you have been employed.

10.2. Flexibility

The Company reserves the right to amend your job role if the needs of the Company require it. It may also be necessary for employees to take over relevant duties not normally undertaken, particularly during holiday periods. In order that the Company can operate more effectively, it is an express condition of employment that all employees of the Company should be prepared to transfer to alternative roles and duties within the Company if the needs of the business require it.

10.3. Training

The Company undertakes to provide you with the necessary training to enable you to perform your contracted duties. Your training will include Health and Safety training; this is to ensure your own safety and that of your fellow colleagues. The Company reserves the right to train you in other duties and it is a condition of your employment that such training courses achieve a satisfactory outcome.

10.4. Health and Safety

The Company's Health & Safety Policy and Operational Guidelines are set out in a separate Health & Safety Statement of Intent (See Site Assignment Instructions). All employees are required to comply with Health & Safety regulations on which full training is provided both during induction and on an ongoing basis. If you wilfully or by neglect fail to observe the Company Health & Safety Rules and Regulations, you render yourself liable to disciplinary action. In serious cases, such action may include dismissal.

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

10.5. Drugs and Alcohol

The Company has an alcohol and drugs policy, The Company regards the use of drugs or alcohol as a disciplinary offence. The abuse of drugs or alcohol in the workplace may lead to your dismissal. The following rules will apply:-

- If an Employee is found to be consuming alcohol or under the influence of alcohol in the workplace or in their working hours then this will be treated as gross misconduct under the Company's disciplinary procedure.
- The taking of drugs or being under the influence of drugs by any Employee in the workplace or during working hours then this will be treated as gross misconduct under the Company's disciplinary procedure.
- The possession of drugs for any other reason other than medical is forbidden. If you are taking drugs for a medical reason then you should inform your Manager and if they will affect your ability to work.
- The Company may ask you to undertake a medical examination if you have a problem in relation to drugs and/or alcohol to assess if this is affecting your ability to work. You may be suspended from work until the problem is resolved. The Company will decide whether to treat it as a disciplinary matter.
- The Company will inform the Police if it believes there has been an abuse of controlled drugs for which criminal controls are appropriate by its Employee either in the workplace or when working on behalf of the Company when they are off the Company's premises.

10.0. General Rules

11.1. Personal Details

It is a statutory duty under the Data Protection legislation for the Company to maintain accurate personnel records. It is your responsibility to inform the Company of any change to your personal details.

11.2. Additional Employment

If you plan to take up additional employment you must discuss the nature of the additional employment with your Immediate Manager/Supervisor, in order to comply with the Working Time Directive Regulations 1998. This is to assess the effect that the additional employment will have on your ability to perform your work for this Company. You must obtain written confirmation from the Company authorising any additional employment.

11.3. Standards of Dress

The Company expects you to wear appropriate dress relative to the job that you are doing. Please remember that you may come into contact with customers and members of the public and it is important to present a professional image with regards to appearance and standards of dress.

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

11.4. Company Uniform

If you are issued with a Company uniform, you are responsible for laundering the uniform and for ensuring that it is in good repair.

11.5. Telephone Calls

Personal telephone calls are only allowed in the case of an emergency, and with the authorisation of Management.

11.6. Personal Mobile Phones

The use of a personal mobile phone is not permitted during working hours. They may only be used in the case of an emergency.

11.7. Company Mobile Phones

Employees issued with Company mobile phones are only permitted to use the phone for authorised Company calls. Under no circumstances should mobile phones be used while driving Company vehicles, unless using an approved hands free kit and authorised by Management.

11.8. Computer Usage

The Company will comply with all laws that regulate the use of computers, data protection and confidentiality. You are expected to assist in ensuring that the Company complies with its legal duties.

- You are not permitted to use the Company's computers for personal use unless you have the written permission of Management. The term 'computer' is also deemed to include peripheral devices such as printers, storage drives, and scanners. This list is not exhaustive.
- You should only use the Company's computers for the performance of your job. You should not use the computers or any information, data or software held on them for any other purpose. If you do then you will commit a disciplinary offence and be subject to the Company's Disciplinary Procedure. This may result in your dismissal.
- You are responsible for making sure that any faults or problems that occur whilst you are using the Company's computers are reported to Management.
- If you have access to confidential information and/or data on the Company's computers, you must ensure that such information and/or data remains confidential and is secure.
- If you have been issued with a password that gives you access to the Company's computers or any part of those computers' systems, you must keep the password confidential. It may only be given to another person with the written permission of Management. If you do then you will commit a disciplinary offence and be subject to the Company's Disciplinary Procedure. This may result in your dismissal.
- Unless you have the written permission of Management, you are not permitted to make or distribute copies of any software on the Company's computers, particularly when copying such software will amount to a breach of copyright. If you do then you

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

will commit a disciplinary offence and be subject to the Company's Disciplinary Procedure. This may result in your dismissal.

- You may make copies of information or data held on the Company's computers for back up purposes only. If you wish to transfer this information or data to another computer that does not belong to the Company, for example, so that you can work on your home computer, you will need the written permission of Management. If you do not comply with this procedure, you will commit a disciplinary offence and be subject to the Company's Disciplinary Procedure. This may result in your dismissal.
- You may only load on to the Company's computers software authorised in writing by Management. If you load unauthorised software on to any computer operated by the Company, you will commit a disciplinary offence and be subject to the Company's Disciplinary Procedure. This may result in your dismissal.
- The Company has an e-mail system, which is intended to promote the Company's business by making communication more effective. The Company may be liable if you misuse the system by, for example, sending other people either inside or outside the Company defamatory messages. This also applies to text messages on Company mobile telephones. The e-mail system is not meant for personal messages and they should be avoided.
- If you use inappropriate language, which may include malicious gossip, messages that amount to a breach of the Company's equal opportunities policies or be otherwise inappropriate, this will be treated as a disciplinary offence and be treated in accordance with the Company's Disciplinary Procedure. You may be dismissed as a result of such disciplinary action. In certain cases, you may commit a criminal offence if you send inappropriate messages.
- Any e-mail that you send through the Company's computer systems or mobile telephones are the Company's intellectual property. The Company shall have the right to retrieve all e-mails for any reasons that it deems appropriate. The Company shall also have the right to monitor all use of its computer systems without informing you. You agree that these provisions do not infringe any rights that you may have under the Human Rights Act 1998 or any legislation that amends or replaces the Human Rights Act 1998.
- If you receive an e-mail that was not meant for you, you should immediately notify the sender. If you receive an e-mail that has inappropriate contents, you should notify Management immediately.
- If you deliberately or knowingly misuse the Company's e-mail system, the Company may consider this to be gross misconduct. The Company will not tolerate the sending of e-mails that are malicious, untrue, obscene, defamatory or in any way offensive. The Company will operate its Disciplinary Procedure in respect of any such misuse.

11.9. Contact of Friends and Relatives

The Company would like to remind all employees that they are paid to work for the Company. Friends and relations should be discouraged from telephoning or visiting in person except in the case of emergencies.

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

11.10. Mail

No private mail may be posted at the expense of the Company except in the circumstances where a formal re-charge arrangement has been made. Private mail should not be sent c/o the Company as all mail that is received by the Company will be opened, including that which is sent to individuals.

11.11. Buying and Selling of Goods

You are not permitted to buy and sell goods on your own behalf on Company premises.

11.12. Gratuities

You must not accept or agree to accept any offer of gifts or services offered by customers, suppliers, distributors, or any person having similar connections to the Company without prior consent from Management.

11.13. Employee Notices - Changing Terms and Conditions of Employment

It is Company policy to keep you informed of any changes that may affect you. This will be done through the use of the notice boards, meetings or by letter. The Company reserves the right to change your Terms and Conditions subject to your agreement. Any changes will be discussed with you prior to the proposed change in a consultation exercise.

11.14. Smoking (only in designated areas)

The Company operates a smoking policy. Smoking is only permitted in designated areas. Smoking is not permitted in Company vehicles. Anyone found smoking outside these areas may face disciplinary action.

11.15. Good Housekeeping

Work areas must be kept clean and tidy at all times. This is to reduce the risk of fire and accidents.

11.16. Parking

You may only park your car in the designated parking areas, in order to avoid congestion. Personal vehicles are parked at your own risk and the Company does not accept liability for any damage to them.

11.17. Kitchen/Canteen Facilities

The Company may provide eating facilities for employees' use during authorised breaks. This area must be kept clean and tidy at all times.

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

11.18. Safety

You must read and take note of any Health and Safety Notices that are posted on the notice boards. You are expected to take reasonable care for your own well-being, and that of your fellow colleagues.

11.19. Accidents at Work

If you have an accident at work, however minor you may consider it, you must enter the incident in the accident book. You **MUST** provide details of the nature of the accident or injury, any first aid treatment that was administered, the names of any witnesses, and the date and time the incident occurred.

11.20. Health and Hygiene

All employees who have either been in contact with persons suffering from infectious or contagious diseases, or are themselves suffering from infectious or contagious diseases, must report it before commencing work. Any cut or burns to the hand or arms must be covered with appropriate dressings. Where a uniform, cap or other head covering is provided it must be worn at all times.

11.21. Protective Clothing

If you are issued with protective clothing, footwear, headgear, and other items, then they are issued to protect you because of the nature of your job. Failure to wear the issued safety equipment will be regarded as a contravention of the Health and Safety at Work Act 1974. It is your responsibility to look after these items and to report damaged or faulty equipment or clothing.

11.0. Company Vehicle Policy

12.1. General

- Company vehicles may only be driven by authorised drivers. Drivers must hold and be able to show proof of a full driving licence. You shall on request produce your driving licence for inspection.
- The Company must be informed immediately if you are prosecuted for any road traffic offences or if your driving licence is endorsed or you are disqualified from driving. The driver of the vehicle concerned is responsible for the payment of any fines incurred as a result of a motoring offence, including parking fines.
- If a Company vehicle has been allocated to you, you are responsible for that vehicle whilst it is in your care. The vehicle must be kept clean and tidy at all times and driven in accordance with the Road Traffic Acts/Regulations. Under no circumstances

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

should mobile phones be used while driving company vehicles, unless using an approved hands free kit and authorised by Management.

- The Company does not take any responsibility for personal items within Company vehicles.
- Company vehicles are not insured to carry unauthorised passengers and you should obtain authorisation before carrying any passengers. Company vehicles may not be used for any purpose other than that which has been previously authorised.
- Should you be disqualified from driving for any reason, the Company cannot guarantee to find you alternative employment and may dismiss you from employment.

12.1. Fuel

If you are found using fuel for unauthorised personal use, at the expense of the Company, you may face disciplinary action.

12.2. Personal Liability for Damage to Vehicles

You are only allowed to use Company vehicles for those uses specified by the Company. Vehicles must not be removed from the premises without prior approval from Director who must also be notified of any damage to a vehicle.

By using a Company vehicle, you agree that if a Company vehicle is damaged through your negligence, fault or lack of care, then you will rectify the damage at your own expense or pay the excess part of any insurance claim.

12.0. Behaviour Outside Work

Normally the Company has no jurisdiction over employees outside working hours. However if your activities outside work adversely affect the Company then they will become an issue. The following will result in disciplinary action:

- Bringing the name of the Company into disrepute;
- Adverse publicity;
- Actions that result in loss of faith in the Company, resulting in cancelled orders;
- Actions that result in loss of faith in the integrity of the individual.

The detriment suffered by the Company will determine the level of misconduct and most suitable disciplinary stage considering the circumstances. Your employment could be terminated if your actions cause extreme embarrassment or serious damage to the reputation or image of the Company.

Disciplinary action will only be taken after the Company has fully investigated the facts. If necessary the Company will suspend you for this period of time, you will receive normal rate of pay. The rules and procedures covering disciplinary hearings and appeals will still apply.

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

14.1. Employees' Property

You are requested not to bring valuable personal items onto the premises. The Company does not accept liability for the loss or damage to any personal items. Any loss or theft of items must be reported.

14.2. Company Property

Employees are not permitted to use Company property for any purpose other than its intended use. Company property must not be removed from the premises unless with prior approval. The appropriate Management must be notified of any damage to Company property or premises. It is an express term of your Contract of Employment that if Company property is damaged, lost or stolen through your negligence or fault, then the Company may deduct the cost of repair or replacement from your salary. Before any decision is made to deduct, the matter will be fully investigated and you will be given an opportunity to state your case and appeal any decision. Any power tools, test equipment and hand tools are not to be left within the company vehicle once the working day has ceased tools that are no longer required or in use must be returned to the office. Where the above has been ignored the company will not accept liability for loss of equipment due to your negligence. You will be responsible for the replacement of all company tools that are stolen.

14.3. Return of Company Property

Upon termination of employment for whatever reason employees must return to their Manager all property belonging to the Company including Company vehicle, computer, equipment, tools, uniforms, keys, entry passes, records, documents, accounts, letters, papers (including all copies, summaries and extracts) within their possession or control belonging or relating to the affairs and business of the Company and its customers.

14.4. Lost Property

If you find any items of lost property they should be handed to Immediate Manager/Supervisor, who will retain the items for three weeks. The property will then be handed over to the police lost property and you may apply for it if you wish.

13.0. Disciplinary Rules and Procedures

The Disciplinary Procedure establishes a process by which breaches of disciplinary standards can be dealt with fairly and consistently. The Company's Policy is to ensure employees adhere to the required standards of conduct, performance and attendance. The Company reserves the right to vary the disciplinary procedure to take account of your length of service. If you have a short period of service with the company you may be dismissed without having received any previous warnings. However you will retain the right to put forward your case and the right of appeal.

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

15.1 Categories of Misconduct

15.1.1 Gross Misconduct

Below is a list of possible acts, which the Company constitutes as Gross Misconduct. The list is not intended to be exhaustive as it is impossible to list all offences that may result in disciplinary action.

- Theft, fraud and deliberate falsification of records (including time sheets)
- Physical violence
- Serious threats of physical violence
- Serious bullying or harassment
- Deliberate damage to property
- Serious insubordination or wilful refusal to obey a reasonable instruction
- Misuse of Company property /software/copyright or name
- Bringing the employer into disrepute
- Being unfit to work through drink or drugs, or being found in possession of alcohol, illegal drugs, or obscene material at work
- Serious negligence, which causes or might cause unacceptable loss, damage or injury
- Serious infringement of Health and Safety rules.

15.1.2 Serious Misconduct

This includes acts that fall short of Gross Misconduct but which are so serious that they would justify the issue of a first and final written warning. For example:-

- Leaving your place of work without authority
- Insubordination which is not wilful, i.e. you openly refuse to do something but agree reluctantly when faced with suspension
- Persistent or serious breaches of Company procedures.

This list is not exhaustive.

15.1.3 Misconduct

This covers minor or less serious breaches of Company rules and procedures such as:-

- Persistent lateness, absence or sickness
- Minor breaches of procedure
- Neglect of duty etc.

Again this list is only a guide and is not exhaustive.

15.2 Suspension

If allegations of Gross Misconduct or Serious Misconduct are made, the Company may suspend you while further investigations are carried out.

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

Suspension will be on full pay; this does not imply any determination of guilt or innocence as it is merely a holding measure pending further investigation.

15.3 Disciplinary Procedure

The Disciplinary Procedure is designed to help and encourage all employees to achieve and maintain the standards of conduct, attendance and performance of the Company. It should be seen as a corrective procedure ensuring all employees are treated fairly.

It is important that you read and understand the following principles and procedures, as they constitute an important part of your Terms and Conditions of Employment.

The Company believe that the following Disciplinary Procedures should be followed in order to resolve any problems relating to conduct or performance fairly. **ALL** Disciplinary matters will follow this process:

- You will be notified in writing of the allegations and no hearing will take place until a minimum of 24 hours has elapsed
- You will have the right to be accompanied at the hearing by a work colleague or a Trade Union representative
- You or your representative may ask questions or make statements
- Any decision made will be based on a reasonable belief
- You have the right to appeal any decision by applying in writing within seven days of the decision stating your reasons for appealing.

15.3.1 Stage One - Verbal Warning

In the case of conduct, performance or attendance not reaching the required standard, the problem will be discussed with you and you will be given the opportunity to provide a satisfactory explanation at a Disciplinary Hearing. If you are unable to provide a reasonable explanation and the hearing concludes reasonably that you are at fault, a verbal warning will be issued which will be retained for up to 6 months. (Remember - you can appeal this decision).

15.3.2 Stage Two - Written Warning

In the case where insufficient improvement has been made following a verbal warning or the conduct is sufficient to warrant bypassing the verbal warning stage, a disciplinary hearing will be held. As a result of this, if your explanation for your conduct is unsatisfactory and the hearing concludes that your performance or conduct was at fault, you will be issued with a written warning. This will be confirmed to you in writing detailing the complaint and the improvement or change in behaviour required. Again you will have the right to appeal the disciplinary decision reached. A copy of the written warning will be kept on your personnel file for a period of 12 months.

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

15.3.3 Stage Three - Final Written Warning

If there is still insufficient improvement or change in behaviour during the term of a prior warning, or you commit an act of misconduct, or where the conduct is sufficiently serious to warrant bypassing stages one and two of the Disciplinary Procedure, a Disciplinary Hearing will be held. If no satisfactory explanation is offered for the conduct, and misconduct or poor performance is proved at the Hearing, a final written warning will be issued. The final written warning will give details of the complaint and warn you that failure to improve or modify your behaviour may lead to dismissal, or to some other action short of dismissal. Again you will have the right to appeal the decision. The final written warning will remain on your personnel file for a period of 12 months.

The Company reserves the right to impose the Penalty of Suspension without pay for up to a maximum of 5 working days as an alternative option against dismissal.

15.3.4 Stage Four - Dismissal

If you still fail to meet the necessary standard of conduct or performance required by the Company, or you commit another act of misconduct or your conduct is so serious as to warrant bypassing the first three stages of the disciplinary procedure, a Final Disciplinary Hearing will be held. You will be given every opportunity to offer an explanation for your failure to meet the required standards at the Final Disciplinary Hearing. The Company will ensure that fair and reasonable notice of the time and date of the Hearing is given and wherever possible the Disciplinary Hearing will be held during your normal hours of work. You will be given as much information as possible regarding the allegations of misconduct as well as any documentation detailing the shortfall in performance or capability that will form the basis of the Disciplinary Hearing. If the conduct or performance issue is proved then you may be dismissed with notice. The Company reserves the right to vary the Disciplinary Procedure. The Disciplinary Procedure may also vary depending on the seriousness of the allegations of misconduct/capability to be addressed. As soon as reasonably practical you will be provided with the reasons for dismissal, the date on which your employment will terminate, and the name of the person to whom you may submit your appeal in writing (see Appeals Procedure).

15.4 Other Possible Sanctions

The Company reserves the right to consider demotion as a direct alternative to dismissal.

15.5 Appeals Procedure

The purpose of appeal is to review any penalty imposed at the Disciplinary Hearing. It cannot increase the penalty.

At each stage of the Disciplinary Procedure you will have the right to appeal. If you wish to do so it should be in writing to the specified person, within 7 days of written confirmation of the Disciplinary decision taken against you. You will need to state why you feel the decision is unfair or inappropriate in relation to the misconduct addressed at the Disciplinary Hearing. You should also detail any new information or evidence that will support your appeal, including the names of any witnesses you may wish to call to attend your appeal. This is to ensure sufficient time to investigate any new information before the Appeal meeting. You of

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

course will have the right to be accompanied by a fellow worker or a Trade Union representative at the appeal stage.

The decision of the Director dealing with your appeal is final.

16.0. Termination of Employment

16.1. Redundancy

A redundancy situation arises where the work for a particular role has ceased or diminished; normally as a result of Economic, Technical or Organisational change. The Company will endeavour to consider all reasonable steps to avoid compulsory redundancies. If a redundancy situation arises the following steps will be considered to prevent compulsory redundancy:

- Reduction, or a freeze on overtime;
- Lay-off or short time working (without pay) other than Statutory Guarantee Pay;
- The Company will seek to find volunteers as the first step, but reserves the right to refuse particular volunteers if the needs of the Company require it.

In the case of compulsory redundancy the Company will ensure that employees are fully consulted both individually and if necessary collectively. A selection criterion will be adopted and alternative work will be considered if any is available. The Company will make sure you are given every opportunity to put forward any views of your own during consultation.

16.2 Retirement

The retirement age within the Company is 65 years for all employees both male and female. You would normally retire on your 65th birthday. Any continuation of employment after your 65th birthday is at the discretion of the Company.

16.3 Resignation

You must inform the Company in writing of your wish to terminate the Contract of Employment. The period of notice will begin from the date of this notification. The last day of service should be mutually agreed between you and your Immediate Manager/Supervisor and confirmed in writing.

16.4 Lay-off / Short Time Working

If a situation arises where there is a reduction of work, or there is an occurrence that may affect the normal running of the Company, the Company reserves the right, in line with your Terms and Conditions of Employment, to:

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

- Lay-off without pay, other than the Statutory Guarantee Pay;
- In any 3-month period the Company will pay up to 5 days' Guarantee Pay at the current Government regulated rate. If the Lay-off lasts longer than 5 days you will be given a letter to take to the Benefits Agency. Even though you are still an employee of the Company you should still be able to "sign on" as Temporarily Unemployed.

16.4.1. Implement Shorter Working Hours

Wherever possible, alternative suitable work will be offered to employees best suited to carry out whatever work is available. Short Working Hours or periods of Lay-off do not affect your continuity of employment. If you are laid off you must still be available for work as and when necessary.

17.0. Notice Periods

17.1. General

The details of your notice are in your Terms and Conditions of Employment. If you leave the Company without working, or giving the required notice, and the Company incurs any additional expense(s) from covering your duties during your notice period because you have failed to work it, then these costs will be deducted from any final payment. **This is an express term of your Contract of Employment.**

If you are dismissed for Gross Misconduct you will not be entitled to notice or notice pay. If your employment is terminated due to redundancy, the same rules regarding notice will apply.

17.2. Garden Leave

The Company reserves the right to place an individual who is on notice on "Garden Leave", i.e., during your notice period to require you to neither attend your place of work, nor to contact clients/customers, and nor to provide you with any work. This right is exercisable at the absolute discretion of the Company. Whilst on Garden Leave you would be paid basic pay and still be subject to the Company's Rules and Disciplinary Procedures.

18.0. Non-Solicitation Clause

It is a condition that you will not solicit, contact or approach any client of the Company in order to obtain, or attempt to obtain, their Business for yourself or others, or divulge the details of any client or customer of this Company to a competitor for the period of three years from the effective date of termination of employment.

<i>Reference</i>	RGS 01 ACS
<i>Version</i>	2.0
<i>Issue Date</i>	01/01/2019
<i>Approved</i>	MD

Employee Handbook

19.0. Statement to the Media

The Managing Director will give any statement to reporters from the newspapers, radio, television etc.

20.0. Inventions

It is a condition of your employment that any invention or discovery made by an employee will become the property of the employer if it was made in the normal course of duties or the duties specifically assigned to the individual employee.

21.0. Confidentiality

The Business operates a very strict policy with regard to confidential information. You will appreciate that the very nature of the Business is such that its success will depend on information remaining confidential. This information includes, but is not limited to:

- Marketing and sales policies
- Pricing information
- Customer information
- Supplier information

The affairs of the Business' clients are also private and any information that you obtain about clients during the period you are employed must be regarded as confidential. The Business will regard any breach of confidentiality as a disciplinary offence and any breaches may lead to dismissal. Accordingly, you agree that during and after your employment you will not disclose any confidential information that has come to your attention during the course of your employment. You will at all times protect and maintain the confidentiality of the company's information and that of its clients and may only disclose such information as required by law or as is necessary during the course of your duties with the company. You understand that this obligation will continue at all times both during and after the termination of employment unless and until the information has come into the public domain.

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