



employee handbook

Version 6

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1. Introduction

Liquid Friday is a business that both employs and contracts out individuals, with a wide range of specialist skills and experience, for use by third-parties on temporary assignments and projects. Our strategy is to be a responsible, flexible employer and a 'first-choice' partner to provide services, skills and expertise in a variety of industries including: construction, engineering, education, IT, health & social care.

This Employee Handbook contains the Company's rules and its procedures and policies but is not intended to have contractual effect.

We are constantly revising our administrative procedures and policies to ensure best practice. When appropriate, changes may be made to reflect such best practice or for update purposes, from time to time. The Company may vary this Employee Handbook at its absolute discretion.

It should be noted that breach of the Company's rules and procedures may lead to disciplinary action being taken against you.

This Handbook is confidential and is for the sole use of the Company and its staff. It is the property of the Company and may not be reproduced in full or in part, in any form, except with the written permission of the Directors of the Company.

2. Definitions and Meanings of Terms

The following terms shall have the following meanings throughout this Handbook

"Assignment" the employee's supply of such services in such capacity and for such hours per week and on such other basis as may be set out from time to time in the employee's assignment notification as issued or agreed by the Company in relation to projects and other forms of work for the benefit of the End user;

"Company" Liquid Friday Limited;

"Contract" the Employment Contract including all assignment details as confirmed by the relevant staffing company to the Employee;

"employee" an individual employed by the Company under the Company's Contract of Employment;

"End Users" any user organisation to whom you are assigned by the Company to provide services;

"End User Contact" the person(s) specified by the End user as the individual(s) who is/are authorised to give instructions, directions and/or approvals to the employee;

"End User Policies" any policies and procedures in force at the End User's site which are stipulated as applying to the employee or which otherwise apply as a matter of law to the employee;

3. Equal Opportunities Policy

- (a) We are an equal opportunities employer. Our future success in a highly competitive world depends upon our employees and the development of their skills and abilities.
- (b) There will be no discrimination on grounds of sex, sexual orientation, gender reassignment, disability, being married or a civil partner, colour, age, race, religion or belief which is not permitted by law; or on any other grounds, except where this is necessary to ensure that the job is done effectively and safely.
- (c) All employees have a responsibility to apply this principle in practice. It is the responsibility of every employee to ensure that the Company's equal opportunity policy is observed and to understand clearly that there is a moral and legal duty not to discriminate against individuals. However please note that neither this policy nor any part of it is intended to have contractual effect.
- (d) If you believe that the Company or any of its employees has acted in breach of the policy, you should immediately raise the matter through the grievance procedure.

4. Harassment Policy

- (a) Harassment of colleagues, members of End User staff or visitors is unacceptable conduct and will normally be regarded as gross misconduct. Neither this policy nor any part of it is intended to have contractual effect.
- (b) Harassment may be any situation involving unwanted conduct which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual. Condoning such conduct may be harassment in itself. A single incident can amount to harassment if sufficiently grave. It should also be remembered that the perception of the person being harassed will be very important and employees should not assume that conduct which they may find acceptable would also be acceptable to other employees.
- (c) Harassment may take many forms. One form of harassment is sexual harassment and this includes unwanted conduct:
 - (d) of a sexual nature (including, but not limited to, unwelcome sexual advances, requests for sexual favours and other such verbal or non-verbal, visual or physical conduct or behaviour), or
 - (e) related to a woman's (or man's) sex or that of another person; or
 - (f) on the grounds that they have undergone, are undergoing or intend to undergo gender reassignment.
- (g) It can also include less favourable treatment because an employee has rejected, or submitted to, such conduct.
- (h) Harassment may be engaged in by one employee towards another, or by an employee towards a third party (or vice versa) such as a visitor, a customer, End User staff or other service providers providing services to the End User. Where the Company becomes aware of an employee being harassed by a third party on at least 2 occasions it will endeavour to take reasonably

practicable steps to prevent such harassment reoccurring. For this reason it is important that all such unwanted conduct, even by those outside the Company, is properly reported to the Company.

(i) Harassment can also include racial harassment, which covers any verbal, visual or physical conduct, which causes embarrassment or distress to another employee of a particular colour, ethnic background or religion.

(j) Additionally an employee could be subjected to harassment on grounds of:

- their religious or political convictions;
- their membership or non-membership of a trade union;
- their disability, sensory impairments or learning difficulties or a perceived disability;
- their sexual orientation;
- their marital status (including being a civil partner);
- the fact that they have undergone, are undergoing or intend to undergo gender reassignment; and
- their age.

Examples of unacceptable conduct include:

- (a) verbal abuse or insulting behaviour;
- (b) sexist or racist jokes, jokes about an individual's sexual orientation or jokes about an individual's physical or mental attributes;
- (c) the display or circulation of sexually suggestive, racially abusive, homophobic or other discriminatory material;
- (d) bullying, coercive or threatening behaviour;
- (e) the ridicule or exclusion of an individual for cultural or religious differences, on the grounds of sex, sexual orientation, gender reassignment or on the grounds of disability;
- (f) unwelcome sexual advances including touching, staring or commenting;
- (g) comments of a sexual nature about a person's appearance or dress; and
- (h) victimisation of a person who has made a complaint of harassment or of someone who is involved in assisting such a person or accompanying them to a meeting.

Informal Stage

- (a) If you are the recipient of unwanted conduct amounting to harassment you may try to resolve the problem, if you so prefer, by explaining to the individual concerned that the behaviour is not welcome, that it offends or makes you uncomfortable and that it interferes with your work.
- (b) Anyone who has been subjected to harassment or bullying behaviour may seek confidential assistance from the Company. An informal approach to the Company will be treated as completely confidential. You must be aware that the Company cannot take action to protect

you from specific harassment or to punish the proprietor of such harassment if you require complete confidentiality. The Company will endeavour to support you but will not be able to take further action.

- (c) The informal stage will not result in any formal internal investigation or disciplinary action but is intended to enable you to resolve the matter yourself without it going any further in the Company.

Formal Stage

- (a) Where informal resolution is not appropriate, is not requested or where the outcome has been unsatisfactory then you should use the grievance procedure to bring the matter to the attention of the Company.
- (b) Wherever possible consideration will be given to ensuring the complainant and alleged harasser are not required to work together whilst the complaint is under investigation.
- (c) The results of the investigation will be made known through the normal procedure.
- (d) Employees should note that an employee who, after investigation, is thought to be guilty of harassment will be subject to the Disciplinary Procedure, for the purpose of which the harassment may be regarded as gross misconduct. Any employee who is found to be guilty of making a malicious claim of harassment against another employee will also be subject to the Disciplinary Procedure and depending on the circumstances the action may be regarded as gross misconduct.

5. Holiday Policy

- (a) Each employee's holiday year runs from their 12 month employment anniversary.
- (b) Each employee's annual holiday entitlement in any holiday year is as set out in the employee's Contract.
- (c) It is each employee's responsibility to take their full annual leave entitlement during the holiday year, preferably between assignments. Employees are reminded that paid annual holiday entitlement was introduced for health and safety reasons to ensure that all workers take a minimum amount of annual leave away from the work place. Employees are therefore encouraged to take their full annual leave entitlement during the holiday year. Employees are also encouraged, where possible, to take annual leave between Assignments.
- (d) Part-time employees' annual holiday entitlement accrues on a pro-rata basis.
- (e) In the event of termination of employment, employees will be entitled to holiday pay calculated on a pro-rata basis in respect of all annual holiday already accrued but not taken at the date of termination of employment.
- (f) If on termination of employment an employee has taken more annual holiday entitlement than he or she has accrued in that holiday year, an appropriate deduction will be made from the employee's final payment.

- (g) All periods of annual holiday must be authorised in advance by the Company.
- (h) Employees are required to submit requests to the Company to take annual holiday a minimum of 4 weeks prior to the requested annual holiday start date when employees are requesting leave of one week or longer.
- (i) Employees must not make firm annual holiday arrangements prior to receiving confirmation from the Company that their request has been authorised.
- (j) Employees are not permitted to carry over accrued annual holiday entitlement from one holiday year to the next.
- (k) Employees who take unauthorised annual holiday whilst on Assignment will be subject to disciplinary action.
- (l) The End User may operate a Christmas closure period or school holidays and employees may be required to reserve part of their annual holiday entitlement to cover any such closure period. The Company retains an absolute discretion in relation to the award of additional annual leave days. Employees will be informed as to the number of days they are required to reserve at the start of the holiday year.
- (m) During your first year of employment you will only be entitled to take annual leave as it accrues.

6. Disciplinary Procedure

- (a) This Disciplinary Procedure (the "Procedure") encompasses the procedures that will be followed when the Company has to consider dismissing an employee or taking other action short of dismissal in respect of disciplinary matters.
- (b) There are a number of situations where dismissal is not a disciplinary sanction but a consequence of other circumstances. Obvious examples of this are:
 - ill-health;
 - redundancy;
 - other substantial reasons relating to the operation of the business; and
 - retirement.
- (c) Where dismissal is being contemplated by the Company, or where the Company considers that dismissal may be the potential outcome of a disciplinary process, the Company will notify you of this at the earliest appropriate stage. If the Company considers that your conduct may amount to gross misconduct, it is reasonable to conclude that dismissal is a sanction being contemplated by the Company.
- (d) This Procedure is referred to in your contract of employment, but is not contractual.

Investigation

- (a) Where investigation is appropriate, no meeting to consider disciplinary action or dismissal will take place until the circumstances have been fully investigated to the extent necessary

by the Company. You may be asked to assist in that investigation. Where practicable, in misconduct cases, different people will carry out the investigation and disciplinary meetings. An investigation may conclude that no further action is required or that the matter can be satisfactorily resolved informally.

- (b) The Company reserves the right where appropriate to suspend you on your basic salary while investigations and this Procedure are completed, for such period as it considers appropriate. However the Company will endeavour to keep this period as brief as possible and will keep the suspension under review. Suspension in these circumstances is not a disciplinary sanction.
- (c) You may be accompanied at any formal investigation meeting.

Letter Inviting Employee To A Meeting

- (a) Where it has been decided that a disciplinary meeting or a meeting to consider dismissal or action short of dismissal is justified, the Company will provide a letter informing you of the nature of your alleged conduct or characteristics or other circumstances which have led the Company to contemplate disciplinary action, dismissal or action short of dismissal. You will also be informed of what the basis for this is. Where any documents or other evidence are to be referred to or are considered relevant, you will be given copies of those documents or details of the evidence in advance of the meeting. In most circumstances, the Company will not ask witnesses who have provided a written statement to attend the meeting. However, if the Company considers it necessary for a relevant witness to attend the meeting, you will be notified in advance.
- (b) You will be invited to a meeting to discuss the circumstances at an appropriate time and location. This meeting will be arranged at a time which gives you a reasonable opportunity to consider and prepare your response to the written information you have received. As general guidance this will normally be no less than 2 working days and no more than 5 working days. You and your companion should make every effort to attend the meeting. You should inform those dealing with the matter of any difficulties in respect of attendance as soon as possible. If you are persistently unable or unwilling to attend a disciplinary meeting without good cause the Company reserves the right to make a decision in your absence on the evidence available.
- (c) If you feel that there is a relevant witness who has not provided a written statement you should inform those dealing with the matter immediately and list the information you consider they would be able to comment upon. The Company will usually interview that person and obtain a written statement from them before the meeting takes place. If you feel there is a good reason why a relevant witness should attend the meeting in person you should notify the Company in advance.

Right To Be Accompanied

- (a) You have the right to be accompanied at any dismissal or disciplinary meeting (which includes any hearing or appeal hearing) by a companion of your choice (unless the request is unreasonable).

- (b) You will need to inform the Company in advance who your chosen companion is. If your companion cannot attend on the date the Company has set for the meeting, then the Company can postpone the meeting for up to five days and may (at its discretion) postpone it for longer.

Meeting And Outcome

- (a) At the meeting you and your companion will be given the opportunity to state your case, answer the allegations where applicable, ask questions, present evidence and make representations as to all matters under consideration. Usually there will be an adjournment before a decision is made concerning the outcome of the meeting.
- (b) Where it is decided that further action will be taken, this may include:
- dismissal; or
 - action short of dismissal usually entailing a change in your working arrangements; or
 - Any type of disciplinary sanction in disciplinary cases. General principles for disciplinary matters are set out below.
- (c) After the meeting you will be informed in writing of the outcome of the meeting and notified of your right to appeal against that decision. If the decision is dismissal, you will be informed of the reasons, the date on which your employment contract will end, and the period of notice applicable.

Appeals

- (a) You may appeal against any decision to take the action specified by informing the Company in writing within 5 working days of the outcome of the meeting being confirmed to you in writing.
- (b) All appeals must set out in writing the grounds on which you are making the appeal.
- (c) You will be invited to an appeal hearing and will be notified that you have the right to be accompanied at that meeting. The Company will wherever possible appoint someone to hear the appeal who is more senior than the person who took the disciplinary decision, and if possible someone who was not involved in the original meeting or decision.
- (d) The outcome of any appeal will be confirmed to you in writing.
- (e) The decision of the person appointed by the Company to hear the appeal is final. There is no further internal right of appeal.

Schedule 1 to the Dismissal and Disciplinary Procedure: Gross Misconduct

- (a) The following list provides examples of conduct which is usually regarded as gross misconduct. This list is given by way of example and is not exhaustive:
- theft, fraud, dishonesty, deliberate falsification of records;
 - fighting, assault on another person, bullying, harassment, victimisation or discrimination;

- deliberate damage to End User property;
- unauthorised absence;
- receiving a driving ban;
- being concerned or interested in action which is damaging or anti-competitive to the business of the End User;
- attending work under the influence of alcohol or non-medically prescribed drugs;
- serious negligence which causes unacceptable loss, damage or injury;
- deliberately accessing internet sites containing pornographic, offensive or obscene material;
- serious insubordination;
- unauthorised use or disclosure of confidential information;
- sleeping on duty;
- breach of statutory or regulatory requirements or health and safety rules, which endangers the health and safety of others;
- conviction for any serious criminal offence or one which may affect the performance of your job while an employee of the Company;
- rudeness to customers or suppliers of the End User, or bringing the End User into serious disrepute without seeking the End Users' advice in advance.

Schedule 2 to the Dismissal and Disciplinary Procedure: Guidance On Sanctions And Outcomes

- (a) Minor faults will usually be dealt with informally but where the matter is more serious the following procedure and sanctions will usually apply.
- (b) Stage one – Written warning: If your conduct or performance does not meet acceptable standards, you will be given a formal written warning, together with the reason for it. It will warn that action under stage two will be considered, and could ultimately lead to dismissal, if there is further misconduct or no satisfactory improvement during the following 12 months (unless there are exceptional reasons for making this period longer than 12 months). This will be placed on your personnel file and will usually remain current for disciplinary purposes for a period of 12 months.
- (c) Stage two – Final written warning: If there is a further offence, or a continuing failure to improve conduct or performance within the set period, or if the conduct or unsatisfactory performance is sufficiently serious, you will usually be given a final written warning, together with the reason for it. It will warn that dismissal will result if there is a continued failure to comply with the request for improved conduct or performance during the following 12 months (unless there are exceptional reasons for making this period longer than 12 months). This will be placed on your personnel file and will usually remain current for disciplinary purposes for a period of 12 months (in exceptional cases the period may be longer).
- (d) Stage three – Dismissal: In the event of any further misconduct or failure to achieve satisfactory standards within the set period, or if the conduct is sufficiently serious, dismissal will usually result. Only the Company can take the decision to dismiss. As soon as reasonably practicable after the disciplinary meeting, you will be provided with written reasons for the dismissal and the date on which your employment will terminate.

- (e) Summary Dismissal for Gross Misconduct: If on completion of the Procedure the Company is satisfied that your conduct has amounted to gross misconduct, you will usually be dismissed without notice or payment in lieu of notice.
- (f) You may appeal against any of these sanctions.
- (g) If your standard of work or conduct is unsatisfactory and, after warnings, remains below the level which is acceptable, you may be dismissed.
- (h) Action Other Than Dismissal Or Warnings Which May Also Be Considered
- (i) Depending on the nature of the case, the Company reserves the right to take action in addition to or as an alternative to warnings, or as an alternative to dismissal, both in disciplinary cases and in cases not involving disciplinary matters. This will normally be a change in working arrangements. Examples of action which may be taken in appropriate cases are:
 - (j) reallocation of duties;
 - (k) transfer to a different type of work or, Assignment or End User;
 - (l) change in working hours
- (m) These may either be temporary or (where appropriate) permanent changes depending on the overall circumstances under consideration.
- (n) You may appeal against any such action.

7. Grievance Procedure

Principles

- (a) The following procedure should be adopted where you have a grievance arising from your employment, except where the matter relates to disciplinary action or constitutes an appeal against a disciplinary decision. In these cases, the grievance should be raised in the context of the Company's separate Disciplinary Procedure. If a grievance is raised by you during a disciplinary meeting, the grievance can in most circumstances be dealt with at any subsequent disciplinary appeal hearing. In these circumstances there is no need for the Company or you to follow this Grievance Procedure.
- (b) In some circumstances the Company may consider whether it is appropriate for the matter to be dealt with by a third party mediator. Mediation can only be undertaken if the Company and the employee agree to that course of action. The Company emphasises that mediation can only proceed if there is an agreement for that course of action to be taken. Any mediation procedure will be confidential to the parties with the expenses of an agreed mediator met by the Company. On-going internal procedures will be postponed for the purpose of the mediation. This will mean that if mediation fails to achieve a satisfactory

resolution between the parties then the postponed internal procedures will be resumed after the completion of the mediation.

- (c) This Procedure is referred to in your Contract, but is not contractual.

Procedure

- (a) Where you have a grievance arising from your employment, you should initially raise the matter informally with the Company, who will record details of the grievance and attempt to resolve it with you.
- (b) Should you be dissatisfied with the result, or if the grievance cannot be resolved informally, you should raise the grievance formally without unreasonable delay, by writing to the Company setting out the nature of the grievance.
- (c) The Company will invite you to discuss the grievance either in person or by phone. You will have a right to be accompanied. You and your companion should make every effort to attend the meeting or call. You should notify those dealing with the matter of any difficulties in respect of attendance as soon as possible.
- (d) Prior to the meeting or call please make sure that the Company has all the information it needs to carry out any investigation relating to the grievance and to have a reasonable opportunity to consider the information in advance of the meeting. Sometimes further investigation will be necessary after the meeting or call.

Right To Be Accompanied

- (a) You have the right to be accompanied at any formal grievance meeting (which includes any appeal meeting) by a companion of your choice (unless the request is unreasonable).
- (b) You will need to inform the Company in advance who your chosen companion is. If your companion cannot attend on the date the Company has set for the meeting, then the Company can postpone the meeting for up to five days and may (at its discretion) postpone it for longer.

Meeting and Outcome

- (a) During the meeting, you will be allowed to explain your grievance and how you think it should be resolved.
- (b) After the meeting, a decision will be given to you in writing. You will be informed of your right to appeal the decision.

Appeals

- (a) You may appeal against the decision by referring the matter in writing within 5 working days of receiving confirmation of the outcome of the grievance to the Company.

- (b) You will be invited to the appeal meeting and informed of your right to be accompanied. You and your companion should make every effort to attend this meeting. You should notify those dealing with the matter of any difficulties in respect of attendance as soon as possible.
- (c) The Company will hear representations from you and your chosen companion (if any) before giving a decision. This decision will be final and will be confirmed to you in writing without unreasonable delay. There is no further internal right of appeal.
- (d) Please note that if you have already left the Company's employment then a different procedure may apply.

8. Health and Safety

Health and Safety at Work Policy Statement In Accordance With the Health and Safety at Work Etc. Act 1974

- (a) The employee must adhere to all End User Policies regarding Health and Safety insofar as they apply to a third party employee working at the End User's site. In situations where an employee visits or works at the site of an End User's client or customer the employee shall also observe and comply with all relevant health and safety policies and procedures in force at that site.
- (b) All employees are expected to give all possible assistance aimed at successfully implementing End User health and safety policies and to take reasonable care for their own safety and that of others. In order to achieve this end, the employee must:
 - comply with any safety instructions and directions issued by the End User and the Company;
 - take reasonable care for their health and safety and the health and safety of other persons (e.g. other employees, contractors, customers, workmen, etc.) who may be affected by your acts or omissions at work, by observing safety rules which are applicable to you;
 - co-operate with the End User to ensure that the aims of the Health and Safety Policy Statement are achieved and any duty or requirement imposed on the Company by or under any of the relevant statutory provisions is complied with;
 - report and co-operate in the investigation of all accidents or incidents that have led to or may lead to injury;
 - use equipment or protective clothing provided in accordance with the training you have received; and
 - report any potential risk or hazard or malfunction of equipment to the appropriate authority.
- (c) Any failure by the employee to comply with any aspect of the End User Policies, specifically assigned to the employee with regard to health and safety will be regarded by the Company as misconduct which will be dealt with under the terms of the Company's disciplinary procedure.

9. Alcohol and Drug Abuse Policy

The End User has a duty to take reasonable steps to ensure a safe working environment. The use of alcohol and non-prescription drugs may impair the safe and efficient running of the business and/or the safety of others. It is important that every employee complies with their obligations under the End User Policy, and any queries should be addressed to the End User Contact.

The Company's policy with regards to the abuse of alcohol and drugs is as follows:

- (a) To forbid the consumption of alcohol on the End User's premises (or any premises at which the employee works whilst on Assignment) except in circumstances which have been authorised by the End User.
- (b) The possession, use or distribution of drugs or other intoxicants for non-medical purposes on End User's premises (or any premises at which the employee works whilst on Assignment) is strictly forbidden.
- (c) If you are prescribed drugs by your doctor which may affect your ability to perform your work you should notify the Company and the End User forthwith.
- (d) Any employee who is found to be intoxicated at work will face disciplinary action on the ground of gross misconduct under the Company's disciplinary procedure.
- (e) Any employee who is found to be under the influence of drugs or intoxicants at work will face disciplinary action on the ground of gross misconduct under the Company's disciplinary procedure.

Enforcement

- (a) If the Company or any End User suspects there has been a breach of the prohibition on substances, or your work performance or conduct has been impaired through substance abuse, the Company reserves the right to require you to undergo a medical examination to verify this and determine the cause if appropriate.
- (b) Anyone who is asked to undergo a medical examination will be given details of how information obtained from the examination will be used and what safeguards are in place for employees undergoing a medical examination.
- (c) If you refuse to undergo a medical examination in such circumstances your refusal may constitute gross misconduct in accordance with the Company's disciplinary procedure.
- (d) If you are suspected of drug or alcohol abuse or where it has been confirmed that you have been positively tested for a controlled drug or alcohol, the Company reserves the right to suspend you from an Assignment and your employment to allow the Company to decide whether to deal with the matter under the terms of the Company's disciplinary procedure or to require you to undergo treatment and rehabilitation.
- (e) If you refuse to accept the offer of rehabilitation or you at any time disobey an instruction given to you by the Company with regard to the rehabilitation or suffer a relapse during or

following treatment the Company reserves the right to withdraw support and to proceed to deal with the matter under the terms of the Company's disciplinary procedure, which may include dismissal.

- (f) The Company reserves the right to search you or any of your property held on Company premises at any time if there are reasonable grounds to believe that the prohibition on substances is being or has been infringed.
- (g) If you refuse to comply with these search procedures, your refusal will normally be treated as amounting to gross misconduct and it will entitle the Company to take disciplinary action, which could include dismissal.
- (h) The Company reserves the right to inform the police and the End User of any suspicions it may have with regard to the use of controlled drugs by its employees on the Company's premises.

Where an employee believes that he may have an alcohol and/or drug problem, then that person should seek specialist help as soon as possible.

10. Smoking Policy

- (a) There is a total ban on smoking in all parts of the End User's premises.
- (b) There is a total ban on smoking in any of the End User's vehicles
- (c) Any employee driving one of the End User's vehicles must ensure that no passenger is permitted to smoke in the vehicle.
- (d) An employee whose own vehicles are used by them primarily for work purposes must not smoke or permit smoking in their vehicle where it is used by other employees or to transport members of the public.
- (e) This policy has been developed in consultation with employees to provide a healthy, safe and comfortable working environment.
- (f) The employee is reminded that it is criminal offence to smoke in smoke-free premises or to allow any other person to do so. Any breach of this policy will be considered a disciplinary offence and will lead to the normal disciplinary procedures being applied in accordance with the Company's disciplinary rules.

11. Sickness and Absence Policy

Introduction

- (a) You are required to be available to attend work in accordance your Contract which, during an Assignment will mean during the hours set out in the relevant Assignment confirmation. You must make every effort to attend work. However, the Company recognises that from time to time employees will be unable to attend work due to sickness or other unavoidable absence.

- (b) If for whatever reason you are unable to get to work or are delayed, you must inform the Company and the End User by telephone as soon as possible, giving the reason for your absence or delay.
- (c) Failure to notify the Company and the End User of your absence and the reason for it will be considered unauthorised absence and could result in you not being paid your salary or sick pay.

Notification Of Absence

- (a) The provisions for notification of absence are as follows:-
 - In the event of you being absent from work, you must inform the Company and the End User Contact by 09.00 a.m. on the morning of your first absence, unless you have a proper and fully valid reason for not doing so. In the case of personal sickness, failure to do so may result in the non-payment of any sick pay to which you are entitled. Unless you have a full Doctor's certificate already produced to the Company, the notification must be made for every day that you are absent.
 - On return to work following an absence of between one and seven days (including weekends and public holidays) a Company Self Certificate form must be completed and payment will only be made if the form is endorsed by the Company.
 - If absence lasts more than seven days (including weekends and public holidays) a Company Self Certificate form must be completed, and in addition, for sickness absences a Doctor's certificate must be obtained and sent to the Company. Further certificates should be sent as each one expires until your return to work.

Statutory Sickness Pay

- (a) The employee, subject to certain conditions, in particular immigration law conditions in relation to claiming state benefits, may be entitled to receive Statutory Sickness Pay ("SSP") at a level fixed by the government under the provisions of current legislation. The Company has to ensure that it keeps its sickness records in accordance with government requirements and payment of SSP is dependent upon your compliance with rules concerning notification of absence and evidence of sickness as well as eligibility conditions being met.
- (b) Provided eligibility conditions are met SSP will be paid in accordance with current legislation.
- (c) If you have any questions about the SSP please contact the Company which will be pleased to deal with your enquiries.

12. IT, Internet And Email Policy

Purpose

- (a) The End User may provide the use of email and internet to the employee in connection with and to facilitate work done whilst on Assignment. The Company expects the employee to use computers and the Internet responsibly, for the purposes of their job and the incidental needs of the business and in accordance with the End User Policy relating to IT, Internet and Email Policy.
- (b) However, because of the potentially dangerous and/or sensitive nature of IT communications, failure to comply with End User Policy may result in disciplinary action up to and including termination of employment for the employee. The employee should also be aware that there are laws which cover the use of IT communications and that in all cases failure to comply with this policy may lead to civil or criminal liability and/or recovery of damages.

Social Networking Policy

- (a) Use of professional networking sites is subject to the following rules:
 - You should create the account on the professional networking website using your work email address.
 - You must notify the Company's and (as appropriate) the End User's IT Manager of the details of your account including the password to the account.
 - Your password is confidential and should not be disclosed to any unauthorised person. You should only use the account for the purpose for which it was authorised.
 - The Company reserves the right to restrict your access to professional networking websites to accounts that the Company and/or the End User has created for you.
- (b) On or prior to the termination of your employment with the Company or expiry or termination of an Assignment for whatever reason you must speak to the Company and the End User to determine what steps to take in relation to any professional networking websites you use. The Company reserves the right to:
 - require you to advise your business contacts on any professional networking website of the date on which you will be leaving the Company and/or Assignment with the End User and who your business contacts can contact at the Company when you leave the Company;
 - require you to delete your account on any professional networking website;
 - require you to delete all of your business contacts and not retain a copy of your business contacts' details without prior written permission from the Company and/or the End User; and
 - require you to hand over control of your account on all or any professional networking website(s) to the End User together with all passwords. That End User will be entitled to notify your contacts on all or any professional networking website(s) of the fact that it has taken over your account.

- (c) The employee must be aware that failure to comply with the above rules regarding professional networking websites could result in disciplinary action or dismissal even if it occurs outside the workplace.

Use Of Social Networking Websites

- (a) The Company respects an employee's right to a private life, but the use of social networking websites (such as Facebook, Twitter and MySpace) may also impact on the Company and/or the End User, potentially causing damage to its/their reputation, loss of confidentiality or exposing it/them to other liabilities such as claims of discrimination, harassment or workplace bullying. For this reason, access to social networking websites in the workplace is strictly forbidden.
- (b) Employees who use social networking websites outside the workplace are nevertheless required to refrain from:
- identifying themselves as working for the Company and/or the End User;
 - any conduct or comments which are detrimental to the Company and/or the End User;
 - any conduct or comments which could damage working relationships between members of staff and clients of the Company;
 - making information available which could provide a person with unauthorised access to the Company and/or the End User and/or any Confidential Information; and
 - recording any Confidential Information regarding the Company and/or the End User on any social networking website.
- (c) Employees must be aware that failure to comply with the above rules regarding social networking websites could result in disciplinary action or dismissal even if it occurs outside the workplace.

13. Data Protection Guidance and Principles for Employees

Introduction

- (a) The Data Protection Act 1998 (referred to in this guidance as the “Act”, including all the Regulations issued under the Data Protection Act 1998) regulates the maintenance and processing of ‘personal data’ by the Company. This affects both information held about you and about the Company’s, business contacts and clients. In particular, the Company must adhere to the Data Protection Principles set out in the Act (see 7.3.3 below).
- (b) This guidance sets out how data should be processed and may be accessed in accordance with the Act and the Data Protection Principles. You will need to ensure that you observe the provisions of this guidance when you deal with information concerning members, End Users, customers, business contacts, suppliers or other employees of the Company. Any serious disregard for the provisions set out in this guidance may result in disciplinary action under the Company’s disciplinary procedure and could ultimately lead to your dismissal. Contravention of the Act could also lead to criminal charges being brought by the relevant regulatory authorities either against you personally or the Company. At the very least, a

breach of the Act could damage our reputation and affect our ability to use personal data which would have serious consequences for our business.

- (c) This guidance is for staff only and forms no part of any employee's terms and conditions of employment nor is any part of it intended to have contractual effect. The Company may amend the provisions of this document at any time according to changes in legislation or as necessary due to business needs.

Personal Data

- (a) "Personal Data" means information which relates to a living, identifiable individual (sometimes referred to as a "data subject") whether in their personal or family life, their business or professional capacity, or which is used (or is likely to be used) to evaluate, treat in a certain way or influence the status or behaviour of an individual, or which is likely to have an impact on an individual's rights and interests.
- (b) Personal Data refers to all information held by the Company and/or the End User which can be used to identify an individual.
- (c) Personal Data may be held on computer or in manual filing systems. All information held in electronic form is covered. Manual filing systems are covered if they are structured so that you can find specific information about a particular individual easily. It is usually more than just a bundle of documents filed in date order.

Data Protection Principles

- (a) The Data Protection Principles ensure that personal data must be:
- (b) processed fairly and lawfully (First Principle);
- obtained for only specified lawful purposes and processed in a manner compatible with those purposes (Second Principle);
 - adequate, relevant and not excessive in relation to the purposes (Third Principle);
 - accurate and kept up to date (Fourth Principle);
 - kept only for as long as is necessary for the purpose(s) (Fifth Principle);
 - processed in accordance with the data subject's rights (Sixth Principle);
 - protected by adequate technical and organisational measures (Seventh Principle); and
 - transferred to other countries only where adequate levels of protection for the rights and freedoms of data subjects in relation to the processing of personal data exist (Eighth Principle).

Purposes For Which Personal Data Are Held and Processed by the Company and End Users

- (a) The Company maintains records of all staff employed by the Company. Such records may include information gathered from you and any references obtained during your recruitment; details of your terms of employment; work history and qualifications, payroll, tax and national insurance information; information about your performance; details of your job title and job duties; health records; absence records including holiday records, self-

certification forms and medical certificates; details of any disciplinary investigations and proceedings; training records; contact names and addresses; correspondence with the Company and other information you have given to the Company. Data defined as “sensitive personal data” by the Act may be held by the Company. This may consist of information relating to:

- your race or ethnic origin;
 - your religious or other beliefs of a similar nature;
 - whether you are a member of a Trade Union;
 - your physical or mental health or condition;
 - the commission or alleged commission of any offence by you including details of any proceedings relating to any such offence.
- (b) These records are used for personnel administration purposes including pensions and other benefits administration, arranging and supplying employees' services in relation to Assignments, responding to End User enquiries relating to the identity, suitability, qualifications, experience, skills and right to work in the UK of employees, recording of working time and shifts, analysis of staffing levels and structures, staff appraisals and disciplining, and all other associated administrative and personnel functions carried out by the Company as an employer.

Accuracy of Personal Data

- (a) Any changes to personal data such as change of address, name (e.g. owing to marriage) or any other information should be immediately sent to the Company to allow updating of data.
- (b) If any former or current staff member contests the accuracy of the information held on their record, they should inform the Company in writing of their concerns. The Company will either amend the personal data in accordance with the request and forward amended records to the individual concerned or confirm in writing to the individual why an amendment to the personal data is not be appropriate.
- (c) If you have any questions regarding your responsibilities, please seek advice from the Company.

14. Redundancy

- (a) Redundancy payments will be calculated in accordance with the statutory redundancy pay provisions in force at the time.

15. Jury Service Policy

Introduction

- (a) From time to time employees are called up for Jury Service. Legislation sets out certain rights and possibilities relating to an employee who has been called up for Jury Service, and the End User may have End User Policy which must be adhered to by the employee.

Policy

- (a) If you are called for Jury Service, you must let the Company know as soon as possible, and produce the summons. You are not entitled to be paid during any period spent on Jury Service. However, you should enquire about claiming compensation for loss of earnings and other expenses from HM Court Service, details of which can be found on the HMCS website.
- (b) If on any day during the period of your Jury Service you are released early, you must make every effort to attend work on that day. If in doubt, you should telephone the Company for guidance.
- (c) Anyone called for jury service is entitled to ask for a deferment once. If the Company believes that your absence on the dates given is likely to cause substantial problems for the End User, you will be asked to request to defer your Jury Service. The Company will provide you with a letter to the court explaining the reasons why you are required to be at work during the particular dates. You will need to make the request for a deferment when you return the Jury Service forms to the Court, setting out all other unavailable dates over the next year, and providing the Court with the letter from the Company.
- (d) You have the right not to be subjected to a detriment or unfairly dismissed for a reason relating to Jury Service. However, if the Company makes you aware that your absence will cause substantial problems to the business and you are asked to request a deferment, you will not be protected against detrimental action or dismissal if you unreasonably refuse to make the request.

16. Mobile Telephone Policy

This policy relates to the provision and use of mobile telephones. Neither this policy nor any part of it is intended to have contractual effect.

Provision of Company Mobile Telephones

- (a) If you are provided with a mobile or car telephone (whether by the Company or the End User), this is to be used for business telephone calls only. If the telephone is used for private telephone calls, the Company will require you to comply with the Company's (or, as appropriate) the End User Policy regarding company mobile telephones

Use of Mobile Telephones Whilst Driving

- (a) Since 1st December 2003 it has been a legal offence to drive whilst using a hand-held mobile phone. The Company will not tolerate use of a hand-held mobile phone while driving in any circumstances.
- (b) The Company's policy on the use of mobile phones when driving on company business is set out below. Failure to comply with the policy will be treated as a disciplinary matter and could result in disciplinary action against you. In serious cases it could result in your dismissal from the Company.
- (c) Do not hold your mobile phone to make or answer a call while driving. It is imperative that you switch the phone off, let a passenger use it or find a safe place to park before using the phone. The hard shoulder of a motorway is not a safe place to stop. Having the engine on while you are using the phone can constitute "driving" and therefore it is important that you park properly and turn your engine off when making or answering a call. It is also an offence to make or receive text messages whilst driving.
- (d) Never use your mobile phone casually, while driving. The overriding principle is that responsibility for the safe control of a vehicle always rests with the driver. In law, you must have proper control of your vehicle at all times. If the use of the phone, in whatever way, causes you to drive in a careless or dangerous manner, you could be prosecuted, receive a fine, disqualification, or 2 years in prison.
- (e) Use voicemail or call divert wherever possible. It is the Company's recommendation that hands-free mobile phones are not used while driving on Company business or in a Company vehicle. Using voicemail or call divert will enable messages to be left for you when your mobile phone is switched off. You can then return calls when it is safe and appropriate to do so.
- (f) If you have to make or receive calls whilst driving, use accessories that enable totally hands-free operation.
- (g) Used in conjunctions with a hands-free kit, most mobile phones can be set for automatic answering - you won't need to press a single key to respond to your calls.
- (h) Remember that, even with hands-free operation, unless you are careful and concentrate on your driving, using a mobile phone whilst driving may distract your attention on the road.
- (i) If it is really necessary to make calls using a hands-free mobile phone:
 - wait until the traffic conditions are appropriate and it is safe to call;
 - use pre-programmed numbers or operator connected calls so that you can operate the phone completely hands-free;
 - keep calls brief and limit them to a casual or routine conversation; and
 - warn incoming callers that you are driving and may have to break off your conversation.
- (j) Make regular stops to check for, and return calls. Stopping will also help you avoid tiredness, a significant cause of accidents.

- (k) Every effort should be made to contact the emergency services if an incident needs immediate attention. If you are on a motorway, use a roadside emergency telephone.

17. Bribery and Corruption Policy

Policy Statement

- (a) The Company expects its employees and sub-contractors to demonstrate honesty, integrity and fairness in all aspects of their business dealings and exercise appropriate standards of professionalism and ethical conduct in all their activities. The company expects the same approach to doing business from its business partners and suppliers.
- (b) Pursuant to this, Liquid Friday Ltd will not tolerate bribery or corruption in any form and has a 'zero tolerance' approach to any breach of this policy.

Application

- (a) This means that the company, its employees and sub-contractors will never seek, accept or give a bribe, facilitation payment, kickback or other improper payment. We must also always ensure that we operate with appropriate transparency in all our business dealings.
- (b) If you are in any doubt as to whether something is appropriate ask yourself how your fellow employees would view your conduct, or how you would feel if your conduct featured on the front page of a national newspaper. If you are in any doubt as to whether something is right seek guidance from your appropriate liquid Friday representative. If you are still uncomfortable or are concerned by the actions of others you can report this to the Chief Executive Officer on **0800 316 6030** or email phillip.venn@liquidfriday.co.uk if you consider that it would be inappropriate to report the issue through line management or have any concern about confidentiality.

We will take appropriate steps to ensure that:

- We do not, directly or indirectly, offer, promise, give, accept or demand a bribe or other undue advantage (including excessive gifts and hospitality) in order to obtain or retain business, or gain any other improper advantage.
- We do not offer, nor give in to demands, to make illicit or illegal payments to agents, public officials (at whatever level), or the employees of business partners or anybody else that we do business with.
- We engage and remunerate agents and other third parties only for legitimate services and adopt appropriate transparency in our approach
- We promote employee awareness of, and compliance with, company policies against bribery and corruption through appropriate dissemination of our own procedures (including disciplinary procedures) policies and training programmes on induction and subsequently.
- We adopt management control systems that discourage bribery and corruption, and adopt financial and tax accounting and auditing practices that prevent the establishment of "off the books" secret accounts or the creation of documents which do not properly and fairly record the transactions to which they relate.

- We raise awareness of the need to combat bribery and corruption with our business partners by publication of this Policy and (where appropriate) relevant contractual provisions and support initiatives designed to reduce the risk of bribery and corruption.

18. Training Policy

During the course of employment with Liquid Friday, the company may invest in third party training, seminars or conferences that add to the employee’s professional skills, knowledge and personal development.

Should the employee decide to leave the company after receiving such training, they will be liable to reimburse Liquid Friday Ltd in the following table:

Time left Liquid Friday	Amount payable to Liquid Friday
0-6 months after completion	100% of the cost of training
7 – 12 months “ “	66% “ “
13 – 18 months “ “	33% “ “
19 months +	0% “ “

For the avoidance of doubt completion will be deemed as the last day of attendance.

In the event of dismissal following disciplinary action any amount owed will be deducted from any final pay due. If the amount owed exceeds what is due then an arrangement to pay will be made on an individual basis.