

Lynn Star Distribution and Logistics Ltd



Employee Handbook

Prepared by

Citation Ltd

June 2014

Contents

- 1. Mission statement / Company background**
- 2. About this Handbook**
- 3. Annual holiday entitlement and authorisation**
- 4. Absence from work**
- 5. General information**
- 6. Company facilities and amenities**
- 7. Company procedures**
- 8. Company policies**

1

Mission statement / Company background

To perform our role as Norfolk's premier transport and logistics company with a promise to deliver effective solutions to our customer's needs in an open and honest way.

To ensure that we maintain a long term relationship with our customers, enhancing our growth and developing our staff to meet the demands of the business

2

About this Handbook

This Handbook has been drawn up by the Company to provide you with information on employment policies and procedures. It is important for you to read the Handbook carefully as this, together with your Contract of Employment, sets out your main terms and conditions of employment.

The information covers a wide range of subjects relating to your employment and in the event that information in this Handbook conflicts with terms and conditions as stated in your Contract of Employment, the Contract will take precedence.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with Management

It is important that you do this before signing that you have read, understood and are willing to abide by all the Company's terms and conditions.

3

Annual holiday entitlement and authorisation

Entitlement

Full details of your holiday entitlement are in your Contract of Employment.

Carrying over holidays to the following year

You **MUST** take your full holiday entitlement during the holiday year. Holidays may not be carried forward into the next holiday year, nor will you receive payment for holidays not taken.

Request for holidays

Employees and their supervisors are mutually responsible for planning and scheduling the use of employees' annual leave throughout the leave year. Annual Leave requests must receive management approval prior to being booked or taken. Notice of twice the length of the holiday request is required except in special circumstances.

Annual leave must be requested via the company Leave request form available from your line manager or HR. Once completed the form must be submitted to your line manager for approval.

All requests, providing they have been received in time, will be processed in date and time order.

Unpaid leave must be reserved for emergency purposes only and will not be authorised as an extension to your annual leave. Requests will be considered on an individual needs basis and authorized at the managers discretion. No more than two members of the same department will normally be allowed to take holidays at any one time.

Length and timing of holidays

The Company will not normally agree a request for a holiday that involves more than two consecutive weeks.

You are required to reserve annual holidays to take during the Company's "shut down" periods, the dates of which will be notified to you on an annual basis.

Holidays will not normally be granted during the first 3 months following initial employment.

Refusal of holidays

In the event that the Company has to refuse a holiday request because of business needs, the Company is not responsible for any financial commitment made by you prior to authorisation. You are therefore advised not to book holidays with tour operators, travel agents, hotels or passenger carriers, etc., until your holiday request form has been authorised.

Adjustment to holidays

On joining the Company you will be entitled to holiday leave in proportion to the holiday year remaining on the date when your employment began.

On leaving the Company you will be entitled to holiday leave in proportion to the holiday year worked on the date when your employment ended. If you have been paid for more holidays than your entitlement then the balance will be deducted from your final payment. If you have been paid for fewer holidays than your entitlement then the balance will be paid to you with your final payment.

4

Absence from work

Appointments

Unpaid leave should be reserved for emergency purposes only and will not be authorized as an extension to your annual leave. Requests will be assessed on an individual needs basis and authorized at the management's discretion.

If you need to be absent from work to keep a medical, dental or other essential appointment, prior permission should always be obtained from Management. Absences for essential appointments will be unpaid. You must try to arrange such appointments outside normal working hours wherever possible and any regular appointments that have to be made during working hours must be supported by an appointment card. Any such absences from the workplace should be minimal. Requests for unpaid leave to attend essential appointments must be made using the Company's leave request form.

Sickness and injury

Notification of absence

If you are absent from work without prior authorisation, you or someone on your behalf should notify your line manager by phone no later than 1 hour in advance of your scheduled start time on the first day of absence. Text messages and emails are not acceptable. Any unauthorised absence must be properly explained in that first contact and, if the absence continues, you must keep the Company fully informed. This applies to both short and long term situations and you will be expected to contact the Company on a daily basis during the first week and weekly thereafter.

Period of absence

If your sickness is for more than seven calendar days then you must provide the Company with a doctor's medical certificate. You must continue to provide medical certificates to cover the whole of the absence period.

Please note that the Company will review the attendance levels of all employees on a regular basis. In deciding whether to take further action in respect of sickness absence, the evidence of a medical certificate may not be sufficient and the Company may seek alternative medical information.

Returning from absence

On your return to work after absence because of sickness, irrespective of the length of absence, you must complete the Company's return to work form and

return it to a member of the operations management team no later than the first day back to work.

When you are fit to resume duty you must make contact with a member of the operations management team in person (text messages and e-mails are not acceptable) no later than one working day prior to your availability for work so that the manager may make the necessary arrangements for return (rostering etc)

If you have been suffering from a notifiable disease such as food poisoning, measles, mumps, scarlet fever, etc., you must not report for work without clearance from your doctor.

Statutory Sick Pay (SSP)

Sickness will be paid in accordance with the statutory Sick Pay Scheme. The Company is responsible for paying SSP to you if you are eligible.

The maximum period for which SSP is payable is 28 weeks in one period of sickness absence and is paid at a rate specified by law. As with other earnings, SSP is subject to the deduction of income tax and all other normal deductions. We will inform you if you are not eligible for SSP.

SSP is paid in respect of qualifying days on which you are unable to work through sickness. Qualifying days are those days on which you would normally work. Generally SSP is not payable for the first three qualifying days of sickness which are known as "waiting days", but this may not always be the case if you are absent on more than one occasion within a short period of time.

SSP is only paid when the sickness absence is for four or more consecutive qualifying days.

"Family friendly" rights

Information on the current statutory provisions relating to the following is available from the HR Manager with whom you should raise any queries.

- Leave and pay connected with the birth of a baby.
- Leave and pay on the adoption of a child.
- Unpaid parental leave.
- Unpaid time off for dependants.

Felxible working

If you have at least 26 weeks continuous service with the Company you have a statutory right to ask for your contract of employment to be varied

Any request for a variation must relate to:

- the hours you are required to work,
- the time you are required to work, or
- the place you are required to work (i,e, at home or at any place of business operated by the Company).

Requests must be made in writing and must include the following information:

- a statement that it is a request for a variation of your contract of employment
- the variation you are seeking and the proposed commencement date,
- an explanation of the effect you think the change would have on the Company and how it might be dealt with.

On receipt of your formal request, the Company will arrange to meet with you to discuss it.

You can only make one request in any 12 month period for your contract of employment to be varied and if the Company grants your request, the variation will be a permanent change to your contract of employment.

Jury service and attendance at court as a witness

If you are called for jury service or as a court witness, you will be granted unpaid leave of absence and you should claim for loss of earnings from the court. You will normally be given a form from the court asking for confirmation of your normal salary, which should be completed by the company.

Public duties

The Company will allow reasonable time off without pay for designated public duties, such as a Justice of the Peace.

General

If there are any aspects of this section that are unclear, you are encouraged to put any questions you may have to the HR Manager

5

General information

Insurance whilst on Company business

The Company's employers' liability insurance covers all employees for injury or death from an incident whilst working for the Company. This is only payable when the Company is found to have been negligent in its role as an employer.

Damage or loss to personal property

Compensation for damage to or loss of personal possessions will only be considered if the Company can be held to have been negligent. All damage or loss should be reported to Management immediately. Where there is evidence that the accident or loss occurred through lack of care on your part, compensation will not normally be paid and you should check whether a claim could be made on your personal insurance policy to cover such circumstances.

You are advised not to leave any personal possessions or valuables unattended on Company premises.

Private vehicles parked on company premises are left entirely at the owners risk and the company will not accept liability for loss or damage.

Return of Company property

On the termination of your employment for whatever reason, you must return all Company property in your possession or for which you have responsibility. Failure to return all such items will result in the cost of the unreturned items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

Change of address or personal circumstances

You must always advise the Company, in writing, when you have a change in personal circumstances that will affect your personnel record. Particular examples include details of your address, telephone number, emergency contact, bank details and any qualifications.

You must also seek authority from the Company if you wish to take additional employment. In order to work more than an average of 48 hours in a week, you must sign an individual waiver form.

Health and safety

From the point of view of safety and appearance, work areas must be kept clean and tidy at all times.

You are required to take reasonable care of your own well-being and that of all other employees. The relevant health and safety notices are posted around the premises and you are expected to be familiar with their requirements.

If you have an accident or injury at work you must follow the company's accident reporting procedure detailed in the employee Health and Safety Handbook and observe the Company's safe system of work procedures.

Pay

Payslips

At the relevant payment interval you will receive a payslip giving details of all payments and deductions e.g. gross pay, income tax, national insurance, etc.

Overpayments

If you are overpaid for any reason you are required to notify the person who pays the wages. The amount of overpayment will normally be deducted from the following payment but if this would cause hardship, alternative arrangements to repay may be made. Any failure to report an overpayment may result in disciplinary action.

Income tax

In compliance with the law, you will receive a P60 from the Company each year detailing earnings and payment of income tax and National Insurance. This document should be kept in a safe place.

Drivers time sheets

Time sheets and work records must be handed in at designated times together with diesel receipts.

Deductions from wages

If during or on termination of your employment you owe any money to the Employer you agree that the Employer has the right to deduct this sum from your wages or any other money it owes to you. By signing this agreement, you expressly consent to any such deduction/s pursuant to part II of the Employment Rights Act 1996. Examples of deductions which may be made by the employer include, but are not limited to the following:

- Loans, overpayments or advances of pay.
- Annual leave taken over and above your accrued entitlement.
- Over claimed or disallowed expenses.
- Repayment of training costs.
- Costs incurred through fuel card misuse.
- Cost of personal phone calls and personal fuel.
- Any cash floats not repaid by you at the end of your employment.

- Cost of replacement or repair of equipment or uniform lost, stolen, damaged or not returned due to your negligence during or after your employment.
- Other costs reasonably incurred in connection with equipment not returned, returned damaged or unusable during or after your employment (e.g. replacement of locks where keys are not returned).
- Any insurance excess payable by the Employer as a result of damage caused by your negligence or lack of care.
- Costs incurred as a result of you not working your notice period.

6

Company facilities and amenities

Unless specified to the contrary in your Contract of Employment, the benefits and facilities in this section are discretionary and may be withdrawn or altered by the Company at any time.

Food and drink facilities

These facilities are provided for the convenience of all employees. Please ensure that all facilities are left in a clean and tidy condition after use. Care must be taken when using hot/electrical equipment and all health and safety rules concerning their use should be adhered to.

Please note that for health and safety reasons portable electrical appliances must not be brought onto Company premises.

Site working

When working on a Company customer's site you are required to follow the customer's own site rules and procedures. There is no obligation on our customers to make their site services and facilities available to our employees.

Car parking

The Company provides car parking facilities for use by customers and employees. Cars must be parked sensibly and the Company does not accept liability for damage or loss to employees' private vehicles.

7

Company procedures

Disciplinary procedure

Purpose

The Company firmly believes that the fairest way to resolve any problems relating to conduct or performance is to have a well-structured disciplinary procedure. The procedure is designed to help and encourage all employees to achieve and maintain the Company's standards of conduct, attendance and performance and should be looked upon as a corrective process.

Please read the following principles and procedures carefully as they form an important part of your terms and conditions of employment:

Principles

Apart from an informal verbal warning, you have the following rights in relation to disciplinary action:

- to be informed of the allegations of misconduct or poor performance to be addressed at any disciplinary hearing
- to be accompanied by a work colleague or by an accredited trade union official
- to appeal against any disciplinary action.

The procedure

Formal verbal warning

In the case of conduct, attendance or performance not reaching the required standard, the problem will be discussed with you at a disciplinary hearing where you will be given the opportunity to offer a satisfactory explanation. If the explanation is unsatisfactory, you will be issued with a formal verbal warning. The topics discussed at the meeting will be confirmed in writing to you and the verbal warning will remain on your file for six months.

Written warning

A written warning will be issued following a disciplinary hearing where there is a current formal verbal warning on your file and sufficient improvement has not been made or where the misconduct or poor performance is serious enough to warrant the Company bypassing the formal verbal warning stage. A written warning will remain on file for 12 months.

Final written warning

If there is still insufficient improvement in your conduct, or if your performance is still unsatisfactory, you will be asked to attend a further disciplinary hearing. If no satisfactory explanation is offered for the lack of improvement, you will be issued with a final written warning that will remain on file for 12 months.

If the misconduct is sufficiently serious to warrant only one warning but is not sufficiently serious to justify dismissal, a final written warning will be issued. You will be informed in your final written warning that any further misconduct or failure to meet the required standard will result in your dismissal.

Dismissal

Dismissal will normally result if you still fail to achieve the standard of conduct or performance required by the Company. You will be given every opportunity to offer an explanation for your failure to meet the required standards at a final disciplinary hearing. As with all previous stages of the disciplinary procedure you will be offered the right to be accompanied and the right to appeal against the decision.

If you are dismissed, you will be provided, as soon as is reasonably practicable, with the reasons for dismissal, the date on which your employment will terminate and details of how you may appeal.

In exceptional circumstances, the Company reserves the right, as an alternative to dismissal, to impose a penalty of suspension without pay for up to a maximum of five working days, together with a final written warning that will remain on file for 12 months.

General

You will always be given as much information as possible regarding the allegations of misconduct, or any documentation detailing the shortfall in performance or capability that will form the basis of the disciplinary hearing. You will also be given fair and reasonable notice of the date and time of the hearing and whenever possible the disciplinary hearing will be held during your normal working hours.

Any disciplinary action will only be taken after a full investigation of the facts, and if it is necessary to suspend you for this period of time, you will receive your normal rate of pay.

The Company reserves the right to vary the disciplinary procedure dependent on either the seriousness of the allegations of misconduct or capability to be addressed, or if you only have a short amount of service.

If you are a short service employee or are still within the probationary period, you may not be issued with any warnings before dismissal.

NB The Company reserves the right to deduct from pay the cost of any damage or loss to property or goods, which after a disciplinary hearing was found to have been caused by your negligence or vandalism.

Conduct covered

Conduct at work

The Company expects all employees to behave in a normal and reasonable manner. The following list provides examples of the type of conduct that the Company would expect:

- To be punctual for the start of work and to keep within the break times.
- To give regular attendance at work and to minimise all absenteeism.
- To be courteous, helpful and polite to all those with whom you have contact.
- To devote all your time and attention, whilst at work, to the Company and ensure that all its property including confidential information, records, equipment, information technology, etc., is kept safe and used correctly.
- To comply with all the Company's rules and regulations and to observe and perform all the terms of your employment as set out or referred to in your Contract of Employment.
- Not to be involved with any company, client or agent who is in direct competition with this Company. You are expected to devote all your loyalty to this Company.

Conduct outside working hours

Normally the Company has no jurisdiction over employee activity outside working hours. Behaviour outside working hours will only become an issue if the activities adversely affect the Company.

Adverse publicity, bringing the Company name into disrepute, or actions that result in loss of faith in the Company, resulting in loss of business, or loss of faith in the integrity of the individual, will result in the disciplinary procedure being instigated.

The detriment suffered by the Company will determine the level of misconduct and it will also determine which disciplinary stage is most appropriate to suit the circumstances.

If the actions cause extreme embarrassment or serious damage to the Company's reputation or image, a decision may be taken to terminate the employment.

The Company's procedures covering disciplinary hearings and appeals still apply.

Gross misconduct

Gross misconduct will result in summary dismissal, which means you lose your right to notice or pay in lieu of notice.

Here is a list of offences that are normally regarded as "gross misconduct". It is not exhaustive, but it describes the kind of offence that can result in summary dismissal.

- Deliberate failure to comply with the published rules of the Company, including those covering cash handling, security, health and safety, equal opportunities, the Internet, etc.

- Fighting, threatening behaviour, or use of physical violence of any nature at any time during the employee's working hours, or at any time if committed on any of our premises or premises of any customers, or in any circumstances where the reputation of the company may be adversely affected.
- Stealing, or any acts of dishonesty, whether committed during or outside normal working hours
- Illegal use of a mobile phone or interactive device while in control of a moving vehicle (LGV Drivers)
- Smoking at work or in company vehicles.
- Deliberate falsification of records.
- Reckless or careless giving of false information with regard to driving licence particulars or previous driving record.
- Any actions that warrant the suspension of a licence.
- Failure to give written information about any other paid work done outside this employment.
- Failure to wear issued PPE as indicated when on duty.
- Committing any breaches of the EU Regulations or UK statutes and Regulations in relation to maximum driving/minimum break and rest periods (LGV Drivers).
- Serious breaches of the Road Traffic Acts or VOSA Regulations relating to the safety of the vehicle and its load (LGV Drivers)
- The committing of offences against current discrimination legislation whilst acting on behalf of the Company.
- Using threatening, abusive or offensive language towards customers or other employees.
- Making yourself unfit to work by solvent abuse, drinking alcohol, taking of illegal substances or failing to follow medical instructions on prescribed drugs.
- Possession or consumption of, alcohol and/or illegal drugs, of any amount, during working hours
- Unauthorised use of company/customer's vehicles, property, tools, equipment and facilities.
- Any employee who by their actions hazards or endangers the health and safety of another employee whilst at work.
- Obscene behaviour.
- Gross negligence or recklessness.
- Behaviour likely to bring the Company into disrepute.
- Wilful and deliberate damage to or misuse of Company property.
- Tampering with recording equipment, speed limiters, or any other devices and failing to report to the company any defects on these devices (LGV Drivers)
- Refusal to carry out reasonable duties or instructions.
- Conviction on a criminal charge that is relevant to your employment with the Company.

- Failure to notify any conviction relating to driving of vehicles or the employees driving licence.
- Failing to attend for duty with the appropriate digital driver card when required at all times even when using a vehicle with an analogue tachograph (LGV Drivers)
- Failing to notify the company that the driver digital card has been lost or stolen and/or failing to apply for a replacement card within 15 working days. (LGV Drivers)
- Failure to stop after a crash.
- Failure to use a seatbelt or failure to ensure that a passenger uses a seatbelt in company vehicles.
- The misuse including use for personal gain, of confidential information in the course of working for the Company.
- Disclosure to any unauthorised persons any confidential information relating to the company, its business, or customers, including the publicising of any information/actions/comments about the company on any social networking, internet or similar sites.
- Undertaking private work on the premises without permission.
- Any employee found to be working illegally would be dismissed.

Disciplinary appeal procedure

At each stage of the disciplinary procedure, you will be given the right of appeal. If you wish to exercise your right of appeal, you should put your reasons in writing to the CEO within five days of receiving written confirmation of the disciplinary decision taken against you. You will need to explain why you feel the decision is unfair, or inappropriate in relation to the matters addressed at the disciplinary hearing.

If you have any new information or evidence to support your appeal, please give details in full and include the names of any witnesses you may wish to call to support you in your appeal. This is in order that there will be sufficient time to investigate any additional information before the appeal hearing. You are entitled to be accompanied at the appeal hearing by a work colleague or by an accredited trade union official.

Although the purpose of the appeal is to review any disciplinary penalty imposed, it cannot increase the disciplinary penalty.

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

Grievance procedure

A grievance procedure is quite simply a way for all employees to discuss any problems, or air their views on any dissatisfaction that relates to their work. An informal discussion can often resolve matters, but if you wish to raise the grievance formally, it should be done in the following way.

Submit your formal written grievance to The Managing Director who will make every effort to hear your grievance within five working days. If you feel that you need help in putting your point of view across, you may ask a work colleague or

an accredited trade union official to be present to help you explain the issue you are raising.

If you are not satisfied with the outcome of your meeting, tell the person who dealt with your grievance that you wish to take the matter further and intend to appeal against the outcome.

Submit your formal written appeal to The CEO within five days of receiving written confirmation of the grievance decision, including an explanation of why you are dissatisfied with the original decision. Every effort will be made to hear your appeal within five working days and you may ask a work colleague or an accredited trade union official to be present to help you. Although the Company will always be willing to try to resolve your grievance as amicably as possible, a decision reached at the appeal stage is final.

Public interest disclosures

Employees and workers who make public disclosures, generally about wrong doings in the workplace, are commonly referred to as "whistleblowers". Under certain circumstances "whistleblowers" are protected under legislation for disclosing information that is known as "qualifying". A qualifying disclosure must relate to:

- committing a criminal offence,
- failing to comply with a legal obligation,
- a miscarriage of justice,
- endangering the health and safety of an individual,
- environmental damage,
- concealing any information relating to the above.

All employees are legally protected if they make a qualifying disclosure relating to any of the above points. Anyone wishing to make a disclosure is strongly recommended to raise the issue with a senior manager in the first instance so that, where appropriate, there is an opportunity to address the area of concern.

Where an employee wishes to make a disclosure that concerns a matter that cannot be dealt with through the above procedure, it should be raised with *Public Concern at Work*, an independent whistleblowing charity based at 3rd Floor, Bank Chambers, 6 - 10 Borough High Street, London SE1 9QQ (0207 404 6609).

Claiming and accounting for expenses

If you incur or anticipate incurring legitimate expenses on the Company's behalf then you can claim them back on production of valid receipts. Claims can only be made for expenses incurred wholly in respect of business purposes.

Petty cash

Amounts may be claimed by presenting the receipt to The Managing Director.

Expense claim forms

All expenses must be claimed for in detail and backed up by VAT receipts for the relevant items. Claim forms should be submitted to The Managing Director as soon as possible.

Cash advance

All cash advances must be authorised by Management in advance. Any surplus cash must be returned with receipts for all business expenditure to The Managing Director on your return to work.

Company credit and fuel cards

If you are issued with a Company credit or fuel card all expenditure must be accounted for. All receipts including VAT receipts must be submitted to The Managing Director as soon as possible.

Company cards must not be used for personal expenditure.

Rights of search

The Company has a contractual right of search in order to combat misappropriation of the Company's property, stock losses, or if the Company genuinely believes that drugs or any illegal substances are on the premises. The right of search is to address problems relating to the above issues.

Under the rights of search procedure the Company may carry out random checks on the identity, person, and property, including vehicles of employees at any time whilst they are on the Company's premises or business. It is understood that such checks in themselves do not imply suspicion in relation to the individual concerned.

You may be asked to remove the contents of your pockets, bags, vehicle, etc., and you will have the right to be accompanied by a third party who is on the premises at the time of search.

If a personal search is deemed to be necessary, you will be entitled to be searched by a member of the same sex.

Any refusal will be regarded as a refusal to carry out a reasonable instruction and will normally result in dismissal.

The Company reserves the right to call the police for assistance at any stage.

Company vehicle procedure

Introduction

Vehicles may be allocated to employees on a temporary or permanent basis primarily with a view to the needs of their employment or, in certain cases, as a part of their remuneration package.

When allocated with a vehicle, either on a temporary or permanent basis, you will be bound by the following Company vehicle procedures.

General

If you are allocated a vehicle to assist you in carrying out your duties for the Company, the use of the vehicle must obviously be primarily for the benefit of the Company.

The private usage of individual vehicles may be permitted for social and domestic purposes only. Under no circumstances may any vehicle be used for outside business activities.

You must produce your driving licence before permission to use a vehicle is first given and it must be produced at regular intervals thereafter, as notified by us. Any type of driving conviction or summons must be reported immediately to Management. The company reserve the right to use external licence checking agencies to collect information relating to employee traffic offences. The company will take all reasonable steps to maintain the security of the information, to process the information fairly and will not pass it on to third parties without your consent.

You are entirely responsible for ensuring that the vehicle is in a good and roadworthy condition at all times. You will meet penalties arising from any form of non-compliance whatsoever. This also includes any penalty that may be imposed on the Company.

You must never drive in an unsafe manner or condition. You will meet any penalty arising from non-compliance, including any penalty that may be imposed on the Company.

More detailed information about everyday working practices related to company vehicles can be found in the Company's Driver's Handbook which forms part of the Company Policy.

Use of private vehicles on Company business

The use of your own private vehicle for Company business requires authorisation. Once authorised you may claim a mileage allowance providing the Company has agreed the travel in advance.

You are responsible for ensuring that your vehicle is in a roadworthy condition, with a valid MOT certificate (if applicable) and that you have adequate insurance cover in place before undertaking any business travel. The Company will not accept any liability in the event of an accident, prosecution or fine.

8

Company policies

Equal opportunities and discrimination policy

Statement of policy

The aim of the policy is to ensure no job applicant or employee is discriminated against either directly or indirectly on any unlawful grounds.

The Managing Director has overall responsibility for ensuring that this policy is implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.

The Company will ensure that the policy is circulated to any agencies responsible for its recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.

The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

The Company will maintain a neutral working environment in which no worker feels under threat or intimidated.

Discrimination is unacceptable and breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.

Recruitment and selection

The Company will endeavour, through appropriate training, to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.

Job descriptions, where used, will be in line with this equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.

The Company will adopt a consistent, non-discriminatory approach to the advertising of vacancies.

The Company will not confine its recruitment to areas or media sources that provide only, or mainly, applicants of a particular group.

All applicants who apply for jobs with the Company will receive fair treatment and will be considered solely on their ability to do the job.

All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.

Short listing and interviewing will be carried out by more than one person where possible.

Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

The Company will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

Selection decisions will not be influenced by any perceived prejudices of other employees.

Training and promotion

Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

All training and promotion will be in line with this policy.

Monitoring

The Company will maintain and review the employment records of all employees in order to monitor the progress of this policy.

Monitoring may involve:

- the collection and classification of information regarding the race in terms of ethnic/national origin, the sex, age and disability of all current employees,
- the examination by ethnic/national origin, sex, age and disability of the distribution of employees and the success rate of the applicants,
- recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and employees.

Harassment policy

The Company will not tolerate any form of harassment or bullying.

The purpose of this policy is to inform employees of the type of behaviour that is totally unacceptable and to explain what solutions there are to employees who may suffer harassment or bullying.

The Company intends to provide a neutral working environment in which no one feels threatened or intimidated.

Harassment is a discriminatory act and is also a criminal offence. It is very difficult to define as it can take many forms, but in the main it takes the form of unwanted behaviour by one employee towards another, for example:

- Patronising or belittling comments.
- Comments about appearance/body/clothes.
- Leering or staring at a person's body.
- Unwelcome sexual invitations or pressure.
- Promises or threats, concerning employment or conditions, in exchange for sexual favours.
- Displaying offensive or sexually explicit material.
- Touching, caressing, hugging or indecent assault.

Please remember the test is that the behaviour is UNWELCOME, UNINVITED AND UNRECIPROCATED.

Bullying is also difficult to define. Obvious examples are:

- Threats of or actual physical violence.
- Unpleasant or over repeated jokes about a person.
- Unfair or impractical work loading.

Procedure

If you encounter a problem of this nature, it is vital that you make the person responsible aware that his/her remarks or conduct are offensive to you. This should be done in a simple, straightforward way.

It is recognised that complaints of harassment or bullying are often of a sensitive or worrying nature and that it may be difficult to speak directly to the other employee involved. If this is the case, you should put your request in writing and hand it to the harasser or bully.

When or if the informal approach fails or if you believe that the harassment or bullying is of a very serious nature you must bring the matter to the attention of a member of Management. If possible, you should keep notes of the harassment or bullying so that the formal complaint can be investigated, including the date, time and whereabouts of the act.

If you make a formal complaint it will be dealt with under the grievance procedure and all possible actions will be taken to separate you from the alleged harasser or bully.

If you bring a complaint of harassment or bullying you will not be victimised for having brought the complaint. If however after a full investigation, the Company has grounds to believe that the complaint was brought with malicious intent, you will be subject to disciplinary action under the Company's disciplinary procedure.

The Company's appeal procedures apply to appeals against decisions made under the equal opportunities and discrimination policy and the harassment policy.

Anti-bribery policy

Introduction

The Company values its reputation for ethical behaviour and for financial probity and reliability. It recognises that over and above the commission of any crime,

any involvement in bribery will also reflect adversely on its image and reputation. Its aim therefore is to limit its exposure to bribery by:

- setting out a clear anti-bribery policy,
- establishing and implementing anti-bribery procedures as appropriate,
- communicating this policy and any relevant procedures to employees and to others who will perform services for the Company,
- undertaking appropriate due diligence measures before engaging others to represent the Company in its business dealings,
- monitoring and reviewing the risks and the effectiveness of any anti-bribery procedures that are in place.

Policy

The Company prohibits the offering, giving, solicitation or acceptance of any bribe (whether cash or other inducement)

- to or from any person or company (wherever they are situated and whether they are a public official or body or private person or company),
- by any individual employee, agent or other person or body acting on behalf of the Company,
- in order to gain any commercial, contractual or regulatory advantage for the Company in a way that is unethical,
- or in order to gain any personal advantage (pecuniary or otherwise) for the individual or anyone connected with the individual.

This policy prohibits any inducement that results in a personal gain or advantage to the recipient or any person or body associated with them, and which is intended to influence them to take action that may not be solely in the interests of the Company or of the person or body employing them or whom they represent.

This policy is not meant to prohibit normal and appropriate hospitality or the giving of a gift on a festival or at another special time, providing they are customary in a particular market, are proportionate and are properly recorded.

Inevitably, decisions as to what is acceptable may not always be easy. If you are in any doubt as to whether a potential act constitutes bribery, the matter should be referred to a Director before proceeding.

Employees' responsibility

The prevention, detection and reporting of bribery is the responsibility of all employees and the Company is committed to:

- encouraging employees to be vigilant and to report any suspicion of bribery,
- providing employees with suitable channels of communication and ensuring that sensitive information is treated appropriately,
- investigating instances of alleged bribery and assisting the police and other appropriate authorities in any resultant prosecution,
- taking disciplinary action against any individual(s) involved in bribery.

Any suspicion of bribery should be reported in confidence to the Managing Director, who has overall responsibility for bribery prevention.

Communication and representation policy

Introduction

The Company will take every step to communicate to all employees with particular respect to its products, services, and plans for the future, etc. It also encourages employees to express their views in terms of suggestions and opinions.

Notice boards

All statutory notices, vacancies, internal information and all other matters of general interest will be displayed on mess room notice boards. Employees wishing to display notices relating to social, sporting or domestic activities should obtain permission from their Manager to do so.

The Employee Handbook

All employees will be given a copy of this handbook at the beginning of their employment with the Company. After that time a copy will always be available on the premises.

Trade Union membership and recognition

The Company recognises your right either to join or not to join a trade union of your choice.

The Company has no recognition agreement with any union and as a result no paid union officials will be allowed on the premises except for the purpose of representation at a disciplinary or individual grievance meeting or any associated appeal meeting.

Telephones (including mobile phones)

Employees may use the Company's telephone system for local calls within reason and in cases of personal emergency. If possible authority should be sought from Management before the call is made and if not as soon as possible afterwards. The cost of private calls made from the Company's mobile phones must be reimbursed to the Company. Personal mobile phones should be switched off during working hours.

Postal mail

All posted mail delivered to the Company is normally opened centrally even if it is addressed as personal or has confidentiality marking. Therefore, no personal mail should be sent to the Company without permission (e.g. 'signed for' parcels) or personal mail sent out using the Company's system.

Computer policy

Computer usage

Employees must keep their passwords confidential and must not disclose them to any other party.

Employees are not permitted to load any software on to the Company's computer system without Management's prior permission.

On the termination of employment, or at Management's request, employees must return all information that they have in a computer compatible format to a nominated member of staff.

All information, programs and systems created by employees during the course of their employment with the Company will remain the property of the Company.

Employees are not permitted to play computer games in Company time or on Company terminals or laptops.

Email

The Company gives designated employees access to an email facility in order to improve business communication and efficiency. This is the primary purpose of this facility and although personal emails are permitted, the primary purpose of this facility should be remembered. The Company would ask its employees not to abuse the facility.

With this in mind it is important that emails are not used to spread gossip or to distribute information, jokes or graphics that are or could be said to be, any of the following:

- sexist or sexual in nature,
- racist or otherwise discriminatory,
- obscene,
- offensive,
- defamatory,
- malicious and/or unacceptable nature,
- otherwise conflicting with the interests of the Company.

The distribution of chain letters by email is also expressly forbidden.

Employees must not use emails to distribute information that is confidential in nature, unless the permission of the customer and/or Management has been given in advance. Employees must not use emails to distribute anything that is copyright protected or to pursue or promote personal business interests. If in doubt, Management guidance should be sought.

Messages sent by email could give rise to legal action against the Company. It is therefore important that thought is given to the content of all emails and that hard copies are taken when necessary.

The Company reserves the right to retrieve messages in order to assess whether the facility is being used for legitimate purposes, to retrieve information following suspected computer failure or to investigate alleged acts of wrongdoing. The Company will not, however, monitor emails as a matter of course.

Misuse of the email facility will result in disciplinary action.

Internet use

Employees have a duty to use the Internet responsibly.

Employees must not access or display any sites or pages that are sexually explicit or offensive. Breach of this rule may result in dismissal. If an employee receives information from, or accesses any such site unintentionally, the computer must be closed down or disconnected from the network and Management must be informed immediately.

Although sensible and limited personal use of the Internet is permitted, the Company reserves the right to take disciplinary action against employees where their usage is such as to amount to an abuse of this rule.

The use of social networking sites during working time or on Company terminals or laptops is not permitted and is a breach of Company rules.

Employees using social networking sites away from work must ensure that, if adding personal news items, they do not include reference to the Company by name or by photograph, or to any employee, client, customer or any other person or organisation connected with the Company, or any of their relations or friends. Failure to comply with this policy will be treated as a serious breach of the rules and will result in disciplinary action being taken, up to and including summary dismissal.

Any use of social networking sites that brings the Company into disrepute, or breaches the equal opportunities and discrimination policy or harassment policy, will be regarded as gross misconduct and will result in summary dismissal.

Training policy

Introduction

Day to day training is the responsibility of Management who can call on specialised skills and knowledge within the Company and from external sources for advice on training matters.

Aims

The aims of the policy are:

- To provide induction training for all new employees, including relevant health and safety information.
- To provide job specific training to all new employees and to existing employees who are changing job within the Company, including health and safety information.
- To identify the longer-term development needs of those employees with potential to progress beyond their present job and to meet those needs when they are consistent with the needs of the Company.

Procedures

The procedures for training are:

- A record will be kept for each employee showing the training received.
- The training records will be monitored on a regular basis and the needs checked.
- All training programmes will be monitored and revised as necessary in order to meet changing business needs.

The Company will provide any necessary training and will meet the costs involved. However, if an employee fails to complete the training or their employment ends within one year of completing any external training course for any reason except redundancy, the employee must reimburse the cost of any training on a pro-rata basis. Employees will be required to sign an 'Agreement to deduct from pay' prior to starting any external course, which authorises the Company to make this deduction.

Lay off/short time working

If a situation arises where there is a reduction of work, or there is any other occurrence that affects the normal running of the business, the Company has a right to either lay off without pay other than Statutory Guarantee Pay or implement shorter working hours. This procedure is in line with your terms and conditions of employment.

The Company also reserves the right to select the employees best suited to carry out whatever work is available.

Employees will be offered alternative work wherever possible.

Employees who are laid off must still be available for work as and when necessary since continuity of service is not affected by any period of lay off.

The Company will pay Statutory Guarantee Pay in accordance with the current Government regulations.

Any employee who is laid off for longer than the Statutory Guarantee Pay period will be given a letter to take to the relevant Government Agency. Employees should then be able to sign on as temporarily unemployed, even though they will still be employed by the Company.

Retirement procedure

In accordance with current legislation there is no age limit which you will be compulsorily retired. Any questions concerning continuation of your employment due to age will be resolved in accordance with the relevant code of practice.

Redundancy policy

If a redundancy situation arises, for whatever reason, the Company will take whatever steps are reasonable in an effort to avoid compulsory redundancies, e.g.:

- Analyse overtime requirement.
- Reduce hours.
- Lay off with Statutory Guarantee Pay.
- Ask for voluntary redundancies, whether anyone has plans to retire or is considering a career move.

If compulsory redundancies are necessary, employees will be involved and consulted at various meetings to discuss selection criteria, any alternative positions, and be given every opportunity to put forward any views of their own.

Employees will be given the opportunity to discuss the selection criteria drawn up. The Company reserves the right to reject any voluntary applications for redundancy if it believes that the volunteer has skills and experience that need to be retained for the future viability of the business.

Data Protection policy

Overview

The Company holds personal data about you. By signing your contract of employment, you have consented to that data being processed by the Company for any purpose related to your continuing employment or its termination including, but not limited to, payroll, human resources and business continuity planning purposes.

Agreement to the Company processing your personal data is a condition of your employment. This includes giving your consent to the Company using your name, photograph and a brief work experience history in its marketing or promotional material, whether in hard copy print format or online on the Company's website. It also includes supplying the Company with any personal data that it may request from you from time to time as necessary for the performance of your contract of employment or the conduct of the Company's business, for example, supplying up-to-date contact telephone numbers to be held by line managers as part of its business continuity plan.

The Company also holds limited sensitive personal data about its employees and, by signing your contract of employment, you give your explicit consent to the Company holding and processing that data, for example sickness absence records, health needs and equal opportunities monitoring data.

The company may be required to keep information about your convictions in respect of road traffic prosecutions and information on activities during the working day collected via vehicle data collection devices and may use external licence checking agencies to collect information relating to employee traffic offences.

The company operates CCTV at its premises, the footage, where applicable, may be used for disciplinary or crime prevention purposes.

The company will abide by the requirements of the Data Protection Act 1998, by maintaining these records only during the course of your employment and for a reasonable length of time afterwards.

The company will take all reasonable steps to maintain the security of the information, will not pass it on to third parties without your consent, and will process the information fairly.

Employees' responsibility

In the course of your work you may come into contact with or use confidential information about employees, clients and customers, for example their names and home addresses. The Data Protection Act 1998 contains principles affecting employees' and other personal records. Information protected by the Act includes not only personal data held on computer but also certain manual records containing personal data, for example employee personnel files that

form part of a structured filing system. The purpose of these rules is to ensure that you do not breach the Act. If you are in any doubt about what you can or cannot disclose and to whom, do not disclose the personal information until you have sought further advice from the Human Resources Manager.

You should be aware that, under the Act, you are personally accountable for your actions and can be held criminally liable if you knowingly, or recklessly, breach it. Any serious breach of data protection legislation will also be regarded as misconduct and will be dealt with under the Company's disciplinary procedures. If you access another employee's personnel records without authority, this constitutes a gross misconduct offence and could lead to your summary dismissal.

Drugs and alcohol policy

The Company is committed to maintaining a healthy, safe and productive working environment for its employees and recognizes the impact that drugs and alcohol may have on an individual's ability to work safely and correctly. The Company aims to ensure a working environment free from the inappropriate use of substances and where employees are able to carry out their duties in a safe and efficient manner.

Workplace substance abuse can be:

- Misuse of alcohol;
- Misuse of workplace chemicals e.g. solvents, lighter fuel, correction fluids, aerosol sprays;
- Misuse of prescribed drugs e.g. tranquillizers, sleeping pills;
- Use of illegal drugs e.g. cannabis, cocaine, ecstasy;
- Use of controlled substance/drugs without appropriate authorization (doctor's prescription) for the possession in UK;
- Legal highs, Substances with stimulant or mood-altering properties whose sale or use is not banned by current legislation regarding the misuse of drugs (Related terms: plant food, nps, new psychoactive substances, mdat, eric 3, dimethocaine, bath salts).

The use of drugs or the consumption of alcohol by employees is inappropriate at any time during working hours and before work.

If an employee's doctor prescribes drugs that may affect their ability to perform work, the employee must discuss this with their Manager. A GP fit note will be required detailing that employees are fit to perform their contractual duties while taking prescribed medication.

Failure to inform the company of the use of prescription medication or over the counter drugs which may affect your ability to safely perform your contractual duties could result in formal action via the company's disciplinary process.

It is a criminal offence to be unfit to drive, attempt to drive or be in charge of a motor vehicle when under the influence of drugs or alcohol.

The dispensing, distribution, possession, use, sale or offering to buy controlled drugs or alcohol at work is prohibited. Any such activity (including reasonable suspicion) will be reported to the police.

Any employee found to be in breach of these rules will be liable to disciplinary action that may result in dismissal. This will apply whether or not there is any actual threat to health and safety.

Employees are legally required to take reasonable care of themselves and to behave in a way that does not pose risks to the health and safety of themselves or others in the workplace. This includes consideration of the effects that intoxication through taking alcohol or drugs may have.

Employees should safeguard their activities away from work ensuring that they do not impact on their ability to perform their duties safely when at their workplace and should inform him/herself about the effect of alcohol and other drugs on their ability to work safely.

In order to ensure compliance with the law, the Company reserves the right to introduce workplace alcohol / drug testing in accident or incident situations, or when there is reasonable suspicion that an employee is possibly unfit for their duties.

The Company also reserves the right to introduce random testing, for illegal substances and alcohol during working hours.

When testing for alcohol a standard Breathalyzer will be used. Testing for drugs, will use an oral fluid test device from a Food and Drugs Administration accredited or similar supplier. Testing will be undertaken by a fully accredited independent contractor who will safeguard the chain of custody for samples collected.

Any refusal to be tested will be regarded as a refusal to carry out a reasonable instruction and will normally result in dismissal.

If after full investigation and disciplinary hearing it is believed that an employee was impaired by alcohol or other drugs whilst on duty they will be dismissed for reasons of gross misconduct and could also face prosecution.

The company would encourage employees who are concerned about drug or alcohol related matters to seek assistance from their GP

For confidential advice 24 hours a day contact:

The national drug helpline Tel: 0800 776600 talktofrank.com Tel: 0300 123 6600 SMS: 82111

Smoke-free policy

It is illegal to smoke in enclosed or substantially enclosed workplaces and the Company has a policy that prohibits smoking throughout the entire workplace with no exceptions, including commercial and 'pool' vehicles. For the avoidance of doubt, employees are not permitted to smoke in the cab of any vehicle, including forklift vehicles, even if the door is open, or to smoke whilst moving vehicles in the yard. This policy applies to all employees and to visitors to the premises.

Failure to comply with this policy will result in disciplinary action and possible criminal prosecution.

The use of e-cigarettes on the premises is also prohibited.

Dress code policy

Employees represent the Company whenever they meet customers and suppliers and we would ask that employees' appearance should be smart and businesslike at all times.

Clothing must convey professionalism that is respectful to coworkers, customers and visitors.

Employees must wear clothing that is unwrinkled, clean and maintained well. Clothing that is torn, dirty or frayed is not acceptable. Additionally clothing with words, logos or pictures that could be offensive should not be worn. This includes images that are political or religious in nature, are sexually provocative, use profanity or are insulting of other employees.

We expect you to wear dress which is appropriate for 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 regard to your appearance, standards of dress and personal hygiene.

If you are issued with a company uniform it must be worn at all times whilst on company business. You are responsible for laundering the uniform and for ensuring that it is kept in good repair. Any personal protective equipment that is issued by the Company must be worn at the relevant time. Failure to use the issued safety clothing and equipment will be regarded as a contravention of the Health and Safety rules and will be treated as a disciplinary issue. It is your responsibility to look after these items and to report damaged or faulty clothing and equipment and to state when replacement is required.

Employee Handbook receipt

This Handbook has been drawn up by the Company to provide you with information on employment policies and procedures. It is important for you to read the Handbook carefully as this, together with your Contract of Employment, sets out your main terms and conditions of employment.

The information covers a wide range of subjects relating to your employment and in the event that information in this Handbook conflicts with terms and conditions as stated in your Contract of Employment, the Contract will take precedence.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with Management.

It is important that you do this before signing that you have read, understood and are willing to abide by all the Company's terms and conditions.

I acknowledge receipt of this Employee Handbook, which is the property of the Company, and which forms an integral part of my Contract of Employment.

I agree that if I do not return this Handbook on the termination of my employment, the sum of £12.00 can be deducted from any monies owing to me.

Received by (Employee)

Signed

Date