

JAMES LYNCH AND SONS (TRANSPORT) LD
EMPLOYEE HANDBOOK

January 2024



TO ALL EMPLOYEES

For existing employees this edition of our employee handbook brings together in one document the terms and conditions of your employment with the Company and also contains other details which you will find useful as a reference. I take this opportunity of thanking each of you for your loyalty and support.

New employees are extended a warm welcome to James Lynch and Sons (Transport) Ltd and advised that this handbook incorporates the contractual obligations and terms and conditions of your employment and also contains other important information about your responsibilities, Company policies and procedures. With your co-operation and understanding it is intended to help to create and maintain good working relations to everyone's mutual benefit.

I consider the involvement of staff at all levels to be a vital ingredient in the success of the Company. If you have any ideas or suggestions for improving the business or its operations, please make them known as your involvement is welcomed.

Finally, I take this opportunity of wishing you every success with us and look forward to a long and happy association.

John Lynch
Director/Chairman

TERMS AND CONDITIONS OF EMPLOYMENT

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INTRODUCTION

This handbook is provided for the use of and as a reference for all employees. Please read it carefully as the contents form part of your contract of employment.

You are encouraged to seek help and guidance on any points about which you are not absolutely clear.

Contract of Employment

Your contract of employment consists of a contract statement (main terms and conditions of employment), the content of this handbook and any other document referred to within either of them. The contract statement should therefore be read in conjunction with this handbook and any questions about either should be referred to the Transport Manager or the Finance Director (as appropriate).

These documents constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Illegal Working

All engagements are made subject to an eligibility to work in the UK check prior to commencement and on an ongoing basis, where appropriate. Your employment may be subject to termination without recourse to the disciplinary process if there is any issue arising to show that you are not eligible to work in the UK.

Probationary Period

All engagements are made subject to the satisfactory completion of up to a three month probationary period. This period may be longer on engagement or extended to meet particular circumstances.

During the probationary period and generally within the first two years of service, your employment may be subject to termination without recourse to the disciplinary warnings process.

Job Title, Flexibility and Location

Your job title is as stated in your contract statement and generally your duties will be appropriate to that title. When the need arises, you may be required to undertake alternative or additional duties, for which you are capable.

Although your normal place of work is detailed in your contract statement, this may change due to the business needing to relocate to alternative premises due to particular business reasons/requirements at the time. If this is the case, you will be required to work from the new premises but any such move will be notified to you in reasonable time by way of a general notice to all employees or as an individual notice to yourself personally, whichever is appropriate.

Drivers will be required to work from different locations on the direction of the Company as part of your role and it is a condition of your employment that you are willing to do so when requested.

Drivers will be required to work away from home and this will include overnight stays according to the distance involved and the need to maximise the working time. All details will be as approved and agreed by the Transport Manager beforehand.

Client/Customer Relations

As part of your role you may be required to work wholly or partly on a client/customer's site/premises.

Please note that the client/customer may request for you to be removed from the site/premises at any time. If this is the case and there is no alternative work available for you and where despite speaking to the client/customer on your behalf they do not alter their position, all options will be considered and discussed with you to determine whether any alternative arrangements with regards to your employment can be made or not. Please note that where you have less than two years' service with the Company, your employment can be terminated without recourse to any process in any event.

Subject to the above, it is important to note that your employment may be subject to termination if a client/customer asks for you to be removed from their site/premises and:

1. Your conduct or performance is serious enough to warrant disciplinary action leading termination of employment (up to and including dismissal for gross misconduct); or
2. You are not allowed back on the client/customer's site/premises and there is no alternative employment available for you.

WAGES/SALARIES

Payment

You will receive a payslip showing how the total amount of your wages/salary payment has been calculated and the deductions that have been made e.g. income tax, national insurance, pension etc.

Any queries you may have e.g. incorrect payment, shortages, error in deductions etc. should be raised with your Manager.

Overpayments

Should you be overpaid in error, you must notify your Manager immediately. The total of the overpayment will normally be deducted from your next payment and/or any other monies due to you. If this should cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

Accommodation/Subsistence

If you are required to stay away overnight on Company business, unless agreed otherwise, all terms and details in relation to accommodation, travel and subsistence will be discussed and agreed with you beforehand by a Director. Any essential and necessary expenses incurred by you in the course of your duties for the business will be reimbursed subject to production of a valid VAT receipt, based on prior agreed terms (see Expenses below).

You are reminded that when working away on Company business you are an ambassador of the Company and should conduct yourself in a way that does not bring the Company name into disrepute or that could jeopardise any future business in any way. It is your responsibility to ensure that you do not drink unreasonable levels of alcohol and to ensure that you are able to conduct yourself professionally and to drive legally to fulfil your duties.

Expenses

All expenses must be claimed for in detail and evidenced by a VAT receipt for the relevant items. Claim forms must be submitted to the accounts department as soon as possible.

Bank Account Details

When joining the Company, you will be asked to provide details of the bank or building society account into which you wish your wages/salary to be paid. If these details change you must inform your Manager immediately otherwise, you may find payment to you is delayed.

Loans, Advances Etc.

The Company does not provide loans or advances of pay of any amount.

Deductions

The right is reserved to deduct from your pay and/or any other monies due to you any sums which you may owe the Company including without limitation any overpayments made to you by the Company or losses suffered by the Company as a result of your negligence or breach of Company rules. Wherever possible you will be given prior notification of a deduction.

Income Tax

At the end of each tax year, you will receive a P.60 tax form showing the total pay you received from the Company during that year and the amount of deductions. You should retain this document in a safe place as you may find that you need to produce it when making enquiries with HM Revenue and Customs (HMRC) or Department for Work and Pensions (DWP).

If required, the Company's tax office and reference number can be obtained from the Finance Director.

Please be aware that the Company is obliged to forward accurate employee details to HMRC on a regular basis (Real Time Information or RTI) so you should ensure that any changes to your personal details are notified to Finance Director as soon as possible.

HOURS OF WORK

Your normal hours of work will have been made known to you on your appointment and are detailed on your contract statement.

Additional Hours/Overtime

There will be times when it is necessary for us all to work additional hours to those quoted in our contract statements and it is a condition of employment that you are willing to do so, when requested.

Office Employees – Although you are normally required to undertake all hours necessary in order to reasonably fulfil your duties, if you are required to work additional hours for a special project, all terms will be agreed with you beforehand.

Drivers - Payment for authorised overtime working/staying away overnight will be as detailed below:

A one-off daily payment, according to the agreed rate at the time, will be paid to cover for staying away from home overnight. This agreed amount is intended to compensate you for your time and inconvenience in being away from home, and any subsistence/disbursements incurred.

Driver's overtime – Overtime premium is only paid for hours worked in excess of your standard number of contracted hours in a day/week.

Absence

If you are unable to attend work for whatever reason, you (or, in exceptional circumstances, someone on your behalf) must notify the Company as soon as possible and in any case at least half an hour before your start time on your first day of absence. Text messages, voice messages, emails and leaving a message with a colleague are not acceptable for this purpose.

Details of the full procedures relating to absence due to illness or injury are given later in this handbook.

Attendance and Timekeeping

The Company expects you to arrive for work punctually and be ready to commence work at the appointed time at the start of each working day. Lateness for work will result in an appropriate deduction from your pay and/or any other monies due to you.

In addition, persistent lateness and unauthorised absenteeism will be dealt with under the Company's disciplinary process.

NOTICE TO TERMINATE EMPLOYMENT

Notice Conditions

The notice that you must give and will receive to terminate your employment is detailed on your contract statement.

If you wish to terminate your employment, notice can either be given in writing or verbally to your Manager.

Whether you have given notice to terminate your employment or the Company has, you must expect that you will be required to work your notice period. If you fail to attend work during that notice period or fail to work normally and/or satisfactorily, the Company has the right to terminate your employment without obligation to any remaining period of notice.

In addition, or alternatively to the above, in the event of you failing to give or work the requisite period of notice, the Company shall be entitled to retain from your final pay and/or any other monies due to you an amount equal to the financial loss suffered by the Company as a result of your breach of contract. This will not exceed the amount of pay payable to you in respect of the balance of any notice period not worked.

If either party has served notice to terminate employment, the Company may require you to take any accrued but unused holiday entitlement during the notice period with any decision based on management discretion and according to the needs of the business.

The right is also reserved to make payment in lieu of notice in exceptional cases. Where a payment in lieu of notice is made, it will be equal to your basic pay (as at the date of termination) which you would have been entitled to receive under your contract statement during your period of notice less the usual deductions for income tax and national insurance contributions. For the avoidance of doubt, the payment in lieu of notice will not include any element in relation to:

- a. any bonus or commission payments that might otherwise have been due during the period for which the payment in lieu is made;
- b. any payment in respect of benefits which you would have been entitled to receive during the period for which the payment in lieu is made; and
- c. any payment in respect of any holiday entitlement that would have accrued during the period for which the payment in lieu is made.

In the event of dismissal due to gross misconduct, the Company will terminate your employment without notice or any entitlement to a payment in lieu of notice (see disciplinary rules and procedures).

During the notice period, you may not be required to attend for your normal duties but you are to remain available for work if necessary (commonly referred to as "Garden Leave").

PENSION SCHEME ARRANGEMENTS

On commencement of employment, you will be enrolled onto the Company's workplace pension provided you meet the eligibility criteria and any enrolment has not otherwise been postponed.

If you do not wish to be in the pension, you must 'opt out'. In order to comply with legislation, the Company is required to automatically 'opt' you back in every three years and should you continue to choose not to be in the pension, you must 'opt out' each time.

Further details of the scheme are available from the Company Secretary.

HOLIDAY ENTITLEMENT

Annual Leave

The Company strongly believes that time away from your place of work to take annual leave is a vital part of enabling an acceptable work/life balance. You are therefore encouraged to ensure that all your annual leave entitlement is taken within the year in which it falls due.

The holiday year begins on 1st April and ends on 31st March each year. As a full-time employee, your annual leave entitlement is 28 days inclusive of the 8 recognised and customary public holidays. Payment for these holidays is accrued at the rate of 2.33 days for each calendar month worked during the holiday year. Part-time employees have a pro-rata entitlement to full time annual leave including the recognised and customary public holidays. If you start or leave during the holiday year, your annual leave entitlement will be calculated on a pro rata basis.

During the first year of service, holidays may not be taken in advance of the amount accrued unless prior approval has been obtained.

You may be required to reserve part of your annual leave entitlement to cover the non-customary days over the Christmas/New Year period. The Company will publish a notice as early as possible in the year to advise you how many days of the above entitlement should be reserved.

You must not book a holiday without obtaining prior management approval. The Company will not be held responsible for any unrecoverable deposit or other losses incurred by you as a result of a holiday request not being approved.

The accrual of annual leave pay during service ceases on termination of your employment with effect from the last day worked.

Recognised and Customary Public Holidays

As part of your annual leave, you are allowed the following recognised and customary public holidays with pay or alternative days as decided by management:

New Year's Day	Spring Bank Holiday Monday
Good Friday	August Bank Holiday Monday
Easter Monday	Christmas Day
May Day	Boxing Day

Drivers – Due to the nature of our work it is a condition of employment that you are prepared to work on a customary public holiday if required to do so.

Recognised and Customary public holidays falling within periods of annual leave should not automatically be added on at the end of an agreed holiday or taken separately without prior approval.

From time to time the government may announce a one off 'bank holiday' in recognition of a national event/celebration. However, there is no legal obligation on the Company to recognise such days, or indeed to close the business or to pay premium rate if the day is worked. Every case will be considered on its own merits and any decision to allow or recognise the additional day's leave (whether unpaid or paid) will be strictly at the discretion of the Directors and dependent upon the needs of the business.

If you are absent due to sickness directly before and/or after a customary public holiday you may be required to provide a doctor's certificate or if the absence is not due to sickness, proof of other serious and unavoidable domestic emergency. Failure to do so may result in the absence being considered as unauthorised and there will be no entitlement to sick pay. The matter may also lead to disciplinary action.

Procedures and Conditions

You should complete a holiday request form for all annual holidays not laid down by the Company and have it approved by your Manager as appropriate.

Request for more than 10 consecutive working days as holiday will only be approved in special circumstances and strictly at management discretion based on the needs of the business. In such situations you should obtain provisional management approval to your holiday request prior to making any financial commitment.

Holiday requests will only be agreed if they are presented on a holiday request form and all holiday dates will be allocated on a first come, first served basis to ensure that the operational efficiency and minimum staffing levels are maintained throughout the year.

We will always do our best to honour a holiday request if at all possible but we have to consider the needs of the business. You are therefore requested to provide as much notice as possible for annual leave but in any case at least 4 weeks' notice of your intention to take holidays of one week or more is required and up to 1 week's notice for holidays for lesser periods.

Due to the nature of this business, work can fluctuate and it is requested that at quieter times, you be prepared to take some annual leave at short notice if you have some outstanding leave left to take. This will enable us to continue trading and to minimise the risk of having to lay employees off.

Accrual of paid annual leave is suspended after a period of 4 weeks' continuous absence and will re-commence when you return to work. Your statutory entitlement will continue to apply.

The Working Time Regulations dictate that annual leave should be taken within the year that it falls due. Furthermore, it does not allow for payments to be made in lieu of untaken holiday leave. In light of this you are therefore not allowed to carry forward any part of one year's annual entitlement to a subsequent year and holiday not taken by 31st March each year will be forfeited.

Please therefore make sure that you book your holidays in good time to ensure that all your leave can be accommodated within the holiday year.

In normal circumstances you are not permitted to nominate a previous absence from work as annual leave to avoid loss of pay. However, as a one off, and dependent upon the needs of the business, a request may be considered but any decision will be strictly at management discretion.

On termination of your employment you will be paid for any annual leave accrued but not taken in that year calculated to your last day of employment. However, in the event of you having taken annual leave in excess of those accrued in the holiday year, then the appropriate deduction will be made from your final wages/salary and/or any other monies due to you.

Accrued contractual holiday pay will be forfeited if your employment is terminated due to gross misconduct and the statutory provisions only will apply.

Annual leave pay will be paid at your basic rate of pay (inclusive of any guaranteed overtime) unless you regularly work overtime which is not guaranteed (this being overtime which the Company does not have to offer but which you will be required to work if requested) and overtime which is voluntary (this being overtime which the Company does not have to offer and which you do not have to accept but which you have worked on a regular basis).

In this case, annual leave pay will be calculated as an average of the pay received in the 52 weeks leading up to the period of holiday requested.

This average calculation only applies to the first 4 weeks of annual leave taken and not the remainder of your annual leave entitlement which will only be paid at your basic rate of pay.

SICKNESS AND SICK PAY PROCEDURES

In the event of your absence from work due to personal sickness or injury, the Company is only responsible for paying you statutory sick pay (SSP) providing that you qualify, and you comply with the rules set out below.

Sickness Procedures

For you to qualify for payment of SSP, you must comply with all the requirements, otherwise you will not receive payment or payment may be delayed.

First Day of Absence

You (or, in exceptional circumstances, someone on your behalf) must contact your Manager as soon as possible and in any case at least half an hour before your start time on your first day of absence. This may even be the day or evening before you are expected in work. There should be very few occasions when you are not able to speak with your Manager yourself and for guidance an exceptional circumstance might be when you have been taken to hospital unexpectedly. For most other absences you are expected to make contact personally and sending a text message, or an email, or leaving a message with a colleague, or leaving a voicemail is not acceptable. The following information will be required:

- The reason for your absence.
- The last date you worked.
- The date you expect to return to work, or if not known, your best estimate.

Absences of Not More Than 7 Calendar Days

On each subsequent day of absence after the first day you must telephone your Manager before midday to report your progress towards a return to work.

On return to work after any short absence of up to 7 calendar days you are required to complete a sickness self-certification form, available from the office and hand this to your Manager for signature.

Absences of More Than One Week

If you know that your absence will continue for longer than a week you are required to provide medical certificates (fit notes) at regular intervals for the entire period of sickness absence. Failure to provide medical certificates can result in SSP not being paid.

You are required to telephone the Company on a weekly basis to keep us informed of your progress and anticipated length of absence.

You will also be required to complete a self-certification to cover the whole period of absence on your return to work and this, along with your medical certificate (fit note), will be discussed in your return to work interview (see below).

Welfare Visits/Meetings

During your absence, we may request to visit you at home or to meet with you at another appropriate location in order to discuss your absence, to obtain a longer-term prognosis if possible and to consider your return to work.

Return to Work Interviews

Wherever possible we will aim to carry out a return to work interview with you as soon as you return to work to discuss how you are feeling, your absence, how if at all we can aid in your return to work, and if applicable, our expectations for your future attendance.

Level of Absence

Your level of sickness absence will be monitored, and an unacceptable level of absence will be investigated and could lead to disciplinary action.

Medical Appointments, etc.

As far as possible, all appointments with doctors, dentists, opticians, etc. should be made outside your normal working hours including during lunch times. Where this is impracticable, appointments may be made during working hours and wherever possible these should be made during the first half hour or the last half hour of your working day and with the prior permission of your Manager. The Company will then do all that they can to facilitate an early finish to enable you to attend your appointment.

There is no entitlement to payment for such absences and you would normally be expected to make the time up. Any absence without permission to attend appointments may be considered unauthorised and may result in disciplinary action.

Medical/Occupational Health Reports

The Company reserves the right in appropriate circumstances to arrange for you to be medically examined or to request a medical report/occupational health report from a doctor or specialist.

If you are asked to attend a meeting to be examined for the purposes of a medical report, occupational health report or otherwise, you must attend. Should you cancel the meeting without appropriate notice or fail to attend the meeting, the Company reserves the right to deduct any costs it has incurred from your pay and/or any other monies due to you.

False Statements

To make a deliberately false or misleading statement in respect of sickness absence is misconduct and may lead to dismissal in accordance with the Company's disciplinary rules and procedures.

STATUTORY ENTITLEMENTS

The Company recognises all employees' statutory rights including (but not limited to) adoption leave, parental bereavement leave, flexible working, jury services, maternity leave, parental leave, paternity leave, shared parental leave and time off for dependants.

Full details of statutory entitlements and any relevant eligibility criteria can be obtained on request from the Finance Director.

RULES AND DISCIPLINARY PROCEDURES

Introduction

In any organisation it is necessary to have rules in the interests of both the employer and employees.

The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is the aim of the rules and procedures to emphasise and encourage improvement in the conduct of individual employees where they are failing to meet the required standards and not as a means of punishment.

Every effort will be made to ensure that any action taken under this procedure will be fair, with the employee concerned being given the opportunity to state their case at a hearing and to appeal against any decision they consider to be unjust.

The following procedure should ensure that:

1. All employees are fully aware of the standards of performance, action and behaviour required of them.
2. Disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner.
3. An employee will only be the subject of disciplinary action after careful investigation of the facts and the opportunity to present his/her side of the case.

You or any companion must not make any electronic recordings of any hearings conducted under this procedure or any meetings or discussions held outside this procedure (this includes any investigation meetings where there is no right to be accompanied).

DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences which may result in disciplinary action, as circumstances may vary depending on the nature of the work and the misconduct. Even a minor infraction may be treated as gross misconduct depending on the circumstances that may apply at the time.

Failure to comply with the following general rules will render you liable to disciplinary action and where no improvement is forthcoming, possible dismissal. This list is not exhaustive:

1. BEHAVIOUR AT WORK

- 1.1 You should behave with civility towards your fellow employees and rudeness will not be tolerated towards customers or members of the public. Objectionable or insulting behaviour or excessive bad language will render you liable to disciplinary action.

- 1.2 You must use your best endeavours to promote the interests of the Company and shall, during your normal working hours, devote the whole of your time, attention and abilities to its business and affairs.
- 1.3 During your employment, you should not carry on, or be engaged, concerned or interested in any business which is similar to or competes with any business being carried on by the Company.
- 1.4 You shall not, during or after the termination of your employment, disclose to any person whomsoever or use for personal gain any confidential information regarding the Company, its business or trade secrets that you have learned during your employment with the Company.
- 1.5 All reasonable instructions from a member of management are to be followed.
- 1.6 Unauthorised use of any Company equipment and communication networks including e-mail, internet, business telephones, fax machines, mobiles, voicemail systems, pagers and PDAs etc. is a disciplinary offence.
- 1.7 Any involvement in activities which result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, or which may bring the reputation/name of the Company into disrepute will not be tolerated. This applies to your activities outside working hours as well as during working time (including time whilst away from your normal place of work).
- 1.8 During your employment, you should not interfere with, tender for, canvass or solicit or endeavour to entice away from the Company the business of any person who is a (or a prospective) customer, client, agent of or supplier to the Company.
- 1.9 During your employment, you should not supply, carry out or undertake any product or service similar to those with which you are concerned to a material extent during your employment to or for any person who is a (or a prospective) customer, client or agent or supplier to the Company.
- 1.10 During your employment, you should not solicit, interfere with, tender for or endeavour to entice away from the Company any contract, project or business or the renewal of any of them carried on by the Company which is current and in progress or is in the process of negotiation with a (or prospective) customer, client, or agent of or supplier to the Company.
- 1.11 During your employment, you should not directly or indirectly:
 - i. offer to employ or engage or otherwise endeavour to entice away from the Company any employee of the Company; and/or
 - ii. employ or engage or otherwise facilitate the employment or engagement of any employee of the Company whether or not such person would be in breach of contract as a result of such employment or engagement.

2. COMPANY PROPERTY

- 2.1 Use of Company property for any purpose other than normally defined duties is not permitted.
- 2.2 Unless required for business purposes Company property of any type is not to be taken away from the premises without prior written management approval.
- 2.3 You must notify immediately the appropriate member of management of any damage to property or premises.
- 2.4 You are responsible for the care and safe keeping of any tools, equipment or clothing provided to you by the Company. The Company reserves the right to charge for any items that are unaccountably lost, damaged by you or not returned on termination of your employment. Any such deduction will be made through the payroll and/or any other monies due to you, after notice has been given.
- 2.5 On termination of your employment you must return all Company property in your possession. Failure to return such items will result in the cost of the items being deducted from your final pay and/or any other monies due to you. This is an express term of your contract of employment.

3. COMPANY VEHICLES

- 3.1 Only authorised members of staff may drive the Company's vehicles. Authorisation will only be given on possession and production of a valid driving licence which will be subject to inspection on an annual basis, or as required. The Company reserves the right to check (online or otherwise) your licence and/or other details related to your ability to drive. Should you fail to consent to the same, the matter may have to be addressed through the Company's disciplinary process.
- 3.2 The right is reserved to recover any issued Company vehicle from the nominated driver in the event of an absence from work for any reason in order to maintain its business use.
- 3.3 When driving a Company vehicle, you must ensure that the vehicle is in a clean and roadworthy condition at all times. All routine vehicle inspections should be carried out on a regular basis and any defects requiring attention must be reported without delay.
- 3.4 Company requirements regarding the recording of daily mileage and journeys undertaken must be complied with.
- 3.5 You may not carry unauthorised passengers in Company vehicles, nor may the vehicles be hired out or used for personal gain.
- 3.6 Personal auxiliary equipment must not be fitted in or on the vehicle without prior management approval.

- 3.7 On the occasion of an accident involving a Company vehicle, you must make a full, honest and written report of the incident whether or not personal injury or vehicle damage is involved. You are permitted to take photographs of the accident for the purposes of your report by either using the camera facility on any mobile phone (in the absence of a work provided mobile phone, you may use your personal handset for this purpose) or disposable camera (if provided by the Company).
- 3.8 Where personal injury has occurred you must declare the name and policy number of our insurers.
- 3.9 All such incidents will be investigated and where an investigation shows you to be at fault, you may be subject to disciplinary action. An excessive number of incidents may result in removal of access to a Company vehicle, demotion or even dismissal, dependent upon the circumstances and at management discretion.
- 3.10 You must report immediately to management any type of driving conviction or summons which may lead to a conviction (whether or not it happened during working time) as this could affect our Company insurance cover/premiums. This includes speeding, parking, congestion and emission charges. All fines resulting from convictions or offences are your own responsibility to pay. If not paid promptly the Company may decide to make the payment itself and deduct the cost from your pay and/or any other monies due to you.
- 3.11 The private use of a Company commercial vehicle strictly requires the prior approval of the Director/Chairman (John Lynch) and will not be given without a convincing need.
- 3.12 There may be occasions when approval is given for you to use the Company van for personal use. However, you must seek approval from Director/Chairman (John Lynch) beforehand, and every case will be considered on its own merits. Furthermore, you will be required to ensure the safety of the vehicle, to cover the cost of any fuel used and to ensure that the vehicle is returned in a clean condition.
- 3.13 Should any Company vehicle be damaged whilst being used for personal reasons you will be responsible for either the insurance excess, or liable to cover the full costs of repair, with any decision being strictly at the discretion of the Company. If the insurance excess or the full cost of the repair (as appropriate) are not paid promptly, the right is reserved to make an automatic deduction from your pay and/or any other monies due to you.
- 3.14 The Company will take a serious view of continuous exceeding of speed limits.
- 3.15 Where any damage to a Company vehicle is due to gross negligence or lack of care on your part, the Company reserves the right to insist on you rectifying all or part of the damage at your own expense. Alternatively, you may be held responsible for the payment of any insurance excess at the discretion of the Company. If you do not rectify all or part of the damage at your own expense or pay the insurance excess (as appropriate) promptly, the Company may carry out

the work/make the insurance excess payment and the right is reserved to then make an automatic deduction from your pay and/or any other monies due to you.

- 3.16 You are not permitted to use a mobile phone whilst driving on Company business unless you have the use of a hands-free facility and only then if it is legal and safe to do so (this includes if your vehicle is stationary with the engine running). Using a mobile phone, whether or not with a hands' free facility, whilst driving, is potentially dangerous to you, other road users and pedestrians. The Company will not accept any responsibility for liabilities arising from a failure to comply with this policy.
- 3.17 Smoking (including electronic cigarettes) is not permitted in any Company vehicle.
- 3.18 The driver is responsible for ensuring that a Company vehicle is not overloaded. If you suspect that it might be or if you wish to ensure that the load weight and axle loading is within the limits of the vehicle you must check this with the customer, the Transport Manager or Transport Director.
- 3.19 Where you are provided with a Company fuel card and/or a fuel key, these must be used exclusively for business use only and in accordance with the laid down procedure. The Company reserves the right to make a deduction from pay and/or any other monies due to you where it believes that you have either failed to follow the correct procedure or where the Company believes that a Company fuel card/fuel key has been used fraudulently.

Any fraudulent or otherwise unacceptable use of a fuel card could be subject to disciplinary action up to and including dismissal for gross misconduct. You must return either or both to the Company immediately upon request and on termination of your employment.

- 3.20 All Company vehicles are fitted with a satellite tracker system and the printouts provided from this system with regard to the location of any Company vehicle will be cross referenced to employee information regarding work carried out. If the Company considers that a Company vehicle has been used for unauthorised business use and not in the best interest of the Company, you will be liable to disciplinary action which could lead to your dismissal.
- 3.21 Employees are not permitted to carry children in Company vehicles.
- 3.22 Under no circumstances must a Company vehicle be driven whilst the driver is under the influence of any medication and/or drugs (whether prescribed or not), alcohol or substance which is likely to affect the driver's efficiency, awareness, concentration or safety.
- 3.23 You must always comply with drink-driving laws and drug-driving laws. A conviction for drink-driving or drug-driving offence may harm the Company's reputation and, if your job requires you to drive, you may be unable to continue to do your job. Committing a drink-driving or drug-driving offence while working for the Company or outside working hours may lead to action under the Company's disciplinary process (or other process) and could result in dismissal.

3.24 All Drivers must read and adhere to the terms set out in the Company's driver's handbook a copy of which should be retained in the unit you are driving.

4. HEALTH & SAFETY/HYGIENE

4.1 The Company will do all in its power to ensure the well-being and safety of all its employees. Any action by you which endangers the health or safety of yourself, other employees or other persons, will lead to disciplinary action being taken and could result in dismissal.

4.2 At all times you must abide by the general Health & Safety rules and procedures.

4.3 All accidents, no matter how slight, whether involving an employee or member of the public, must be reported and entered into the Accident Book. False statements or deliberate interference with evidence following an accident or dangerous occurrence is a serious offence.

4.4 You should read the Company's statement of safety policy and make yourself familiar with your own Health & Safety duties and responsibilities.

4.5 You are not permitted to smoke in any public buildings, Company building, in a Company vehicle or in a private vehicle being driving on Company business whilst another person is in the vehicle with you (this includes electronic cigarettes). Client/customer rules on smoking must also be observed.

4.6 Any potential hazard or unsafe conditions must be reported to the Transport Manager or Directors.

5. TIMEKEEPING/ABSENCE

5.1 You are expected to attend for work punctually at the specified time(s) and persistent or excessive lateness in attending work will render you liable to disciplinary action.

5.2 In addition to 5.1 above, lateness for work will result in an appropriate deduction from your wages or salary and/or any other monies due to you.

5.3 You may not leave work prior to your normal finishing time without permission and if you require time away from work during normal working hours, providing the request has been granted, you must report upon leaving and returning to work.

5.4 All absences must be notified in accordance with the procedures laid down earlier in this handbook. It is your responsibility to keep the Company advised of the circumstances which are preventing you from attending work and also the likely date of your return.

5.5 You are required to comply strictly with any time recording/reporting procedures relating to your area of work. Failure to follow any time recording and the absence reporting procedures will render you liable to disciplinary action.

- 5.6 Your level of absence will be monitored, and an unacceptable level of absence will be investigated and could lead to disciplinary action.

IMPORTANT: You should be aware that any period of unauthorised absence is a breach of contract.

6. WORKING STANDARDS

- 6.1 If your work and/or work rate is not maintained consistently to a satisfactory standard, disciplinary action leading to the termination of employment will result.
- 6.2 All employees are responsible for the cleaning up of any mess or spillage, however caused, without delay or discussion, excluding chemicals or harmful waste which must be dealt with under local appropriate decontamination rules by a trained person wearing appropriate protective equipment. If there is any doubt you should seek guidance from the responsible person on site or the Transport Manager or Transport Director.
- 6.3 Any rectification work is to be carried out at your own expense and in your own time if it is as a result of poor workmanship or negligence on your part, and subject to confirmation that there have been no outside factors to adversely affect your ability to satisfactorily complete your job.

7. RULES COVERING GROSS MISCONDUCT

You will be liable to summary dismissal (i.e. dismissal without notice), if you are found to have acted in any of the following ways. This list is not exhaustive.

- 7.1 A serious or wilful breach of any of the Company's disciplinary and safety rules.
- 7.2 Behaviour deemed by the Company to be grossly indecent or unacceptable.
- 7.3 Any harassment and/or bullying of another person in connection with work or during your working hours.
- 7.4 Any discriminatory conduct or behaviour.
- 7.5 Dangerous, threatening, offensive, insulting or intimidating behaviour, fighting or physical assault.
- 7.6 Any involvement in activities which could be construed as being in competition with the Company.
- 7.7 Being under the influence or suspected of being under the influence of alcohol and/or drugs at work.
- 7.8 Being in possession of or taking intoxicants and/or illegal drugs whilst at work.
- 7.9 Any occasion when you are found to be asleep during working hours.

- 7.10 Deliberate falsification of any records, such as clock/swipe cards, time sheets, driver's record logs, expense claims, and so on, in respect of yourself or any fellow employee.
- 7.11 Undertaking private work on the premises and/or in working hours.
- 7.12 Any fraudulent activity, theft of money or property whether belonging to the employer, another employee or a third party.
- 7.13 Clocking another employee's time card or to knowingly allow your time card to be clocked by another person.
- 7.14 Destruction of, serious damage to, or tampering with the Company premises or place of work, any equipment or tools belonging to the Company or any property on the premises or place of work.
- 7.15 Serious Health & Safety breaches which endanger yourself, fellow employees or any other person by the unauthorised removal, operation, interference or misuse of any plant and equipment, guard or protective device or signs/warning notices.
- 7.16 Smoking in any Company building or in any Company vehicle, or in any area which is not designated as a smoking area whilst working on Company business or handling flammable substances. This includes the use of electronic cigarettes.
- 7.17 Serious misuse, negligent or wilful violation of computer security/equipment or procedures (including but not limited to the IT Policy).
- 7.18 Misuse or negligent action in relation to chemicals, flammable or hazardous substances or other materials and electrical equipment, or other fixtures/fittings.
- 7.19 Flagrant disregard of safety precautions, including horseplay or practical jokes, that are likely to endanger yourself and/or other employees.
- 7.20 Careless driving or loss of driving licence or conviction where driving is all or an essential part of the job requirement.
- 7.21 Gross insubordination and/or refusal to comply with legitimate instructions given by a member of management.
- 7.22 Any occasion when you are found to have dishonestly made a request for statutory or contractual entitlement to time off work.
- 7.23 Any breach of a legal statute which has a direct effect on the ability of you to undertake your stated duties and/or on the desired characteristics of your position.
- 7.24 Any tampering with a tachograph.
- 7.25 Any breach of duty obligations/restrictions and/or confidentiality requirements (including but not limited to data protection).

- 7.26 Any involvement in an act considered by the Company to be that of vandalism, this includes graffiti.
- 7.27 Except where permitted elsewhere in this handbook the taking of any audio or visual recording (including photographs) by whatever means, of Company premises, activities or employees (whether or not on Company premises), or third party premises or employees, without the express authority of the Transport Manager or Directors.
- 7.28 Serious negligence which causes or might cause unacceptable loss, damage and/or injury.
- 7.29 Carrying weapons on person or in Company vehicles. A weapon may be defined as a thing designed or used for inflicting bodily harm or physical damage. Examples include (but are not limited to) a knife, a sports bat (baseball, cricket etc.) or a crow bar.

DISCIPLINARY PROCEDURE

As stated earlier in this handbook (see “Probationary period”), please note that within the first two years’ of service, your employment may be subject to termination without recourse to the disciplinary process.

Please be aware that the Company reserves the right to enter the disciplinary procedure at any stage depending on the circumstances and severity of the offence.

Other than for gross misconduct, any disciplinary action taken will normally be based on the following procedure:

1st Occasion	2nd Occasion	3rd Occasion	4th Occasion
Verbal warning	Written warning	Final written warning	Dismissal

A verbal warning (which will be confirmed in writing) will remain on your record for a period of 6 months and any subsequent written warning will normally remain on your record for a period of 12 months. These periods may be longer or extended dependent upon the circumstances and strictly at management discretion.

Notes

The disciplinary and grievance procedures are non-contractual (except with regards to the Company’s contractual right to demote as detailed below) and do not form part of your contract of employment. Any statutory rights will apply.

You may be suspended on full pay normally, but not exclusively, for up to 5 days for the purpose of carrying out investigations into any alleged offence.

Suspension from work without pay for up to 5 days may be considered as an alternative to dismissal.

As previously explained, the Company is contractually entitled to demote but will only do so if it is felt that this is an appropriate penalty as an alternative to dismissal. If this is the decision taken, the rate of pay and other terms that apply will be those that are appropriate to the new position occupied.

If dismissed for gross misconduct you have no right to any period of notice or to receive payment for any outstanding contractual accrued holidays and your statutory entitlement only will apply.

At all stages of the disciplinary and appeal procedures you have the right to be accompanied by a fellow employee of your choice, an official employed by a trade union or an official of a trade union who is certified as a worker’s companion at disciplinary or grievance hearings.

You or your companion must not make any electronic recordings of any hearings conducted under this procedure or any meetings or discussions held outside this procedure (this includes any investigation meetings where there is no right to be

accompanied).

The operation of the disciplinary procedure is based on the following authority at the various levels.

TYPE OF DISCIPLINARY ACTION:	PERSON AUTHORISED TO TAKE ACTION:
Verbal warning	Director/Chairman Transport Manager
Written warning	Director/Chairman Transport Manager
Final warning	Director/Chairman Transport Manager
Suspension with or without pay	Director/Chairman Transport Manager
Dismissal	Director/Chairman Transport Manager

DISCIPLINARY APPEAL PROCEDURE

Following any disciplinary sanction, you will have the right to appeal against the decision (unless your employment was terminated within the first two years' of service as the Company is entitled to terminate your employment without recourse to the disciplinary process).

If you wish to exercise this right, you should apply in writing to the Director/Chairman (John Lynch) within 5 working days of the decision you are complaining against, stating the grounds of your appeal.

A hearing will be held by the Director/Chairman (John Lynch) or other Company nominated person, wherever possible, within 5 working days of your appeal. You will retain the right to be accompanied and you will be given a full opportunity to state your case.

The outcome of the appeal will be made known to you in writing usually within 5 working days of the hearing, giving the reasons for the decision where appropriate.

The Director/Chairman (John Lynch) or other Company nominated person's decision will be final.

GRIEVANCE PROCEDURE

It is important that if you feel dissatisfied with any matter relating to your existing conditions of employment, or any other contractual matter, you have an immediate means by which such a grievance can be aired and resolved.

You should speak to your Manager if you have a grievance on any matter during the course of your employment and, wherever possible, this will try to be resolved informally. If this is not going to be possible, you should raise the grievance in writing with the Finance Director explaining fully the nature of your grievance.

A hearing will be arranged, wherever possible, within 5 working days to discuss your grievance.

At all stages of the grievance and appeal procedures you have the right to be accompanied by a fellow employee of your choice, an official employed by a trade union or an official of a trade union who is certified as a worker's companion at disciplinary or grievance hearings. You or your companion must not make any electronic recordings of any hearings conducted under this procedure or any meetings or discussions held outside this procedure (this includes any investigation meetings or meetings to resolve matters informally where there is no right to be accompanied).

Every effort should be made to resolve the issue at this stage.

You will normally be given the details of the outcome in writing within 5 working days.

GRIEVANCE APPEAL PROCEDURE

If you remain dissatisfied with your grievance outcome, you have the right of appeal against the decision by submitting your appeal in writing stating fully the grounds for doing so and within 5 working days of receiving the written outcome details.

A hearing will be held by the Director/Chairman (John Lynch) or other Company nominated person, wherever possible, within 5 working days of receiving your appeal. You will retain the right to be accompanied and you will be given a full opportunity to state your case.

The outcome of the appeal will be made known to you in writing usually within 5 working days of the hearing, giving the reasons for the decision.

The Director/Chairman (John Lynch) or other Company nominated person's decision will be final.

GENERAL CONDITIONS OF EMPLOYMENT

The following general points all form part of your contract of employment.

Anti-slavery and Human Trafficking Policy

Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain.

We have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our obligations under the Modern Slavery Act 2015. We expect the same high standards from all of our contractors, suppliers and other business partners, and as part of our contracting processes, we include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, Directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

The prevention, detection and reporting of modern slavery in any part of our business or supply chains is the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy. If you are found to be in breach of this policy, please note that this could lead to disciplinary action up to and including dismissal for gross misconduct.

You must notify a Director as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future.

Appraisals

Your performance will be monitored and reviewed on an annual basis through an appraisal with your Manager. This is an opportunity to discuss past and future progression, your achievements, to compare your performance against your targets and to agree and discuss your targets for the following year.

Bribery and Corruption/Gifts and Hospitality

To avoid any allegations of bribery or corruption, the acceptance of gifts or hospitality, other than items or gestures of a nominal nature or value, is not permitted. There may be occasions when you are offered gifts or hospitality and in such instances, you must declare this immediately to the Transport Manager or Managing Director.

You should also report immediately any attempt from any other employee, customer or third party to bribe or corrupt you into divulging confidential information relating to our services.

Corruptly giving or accepting any gifts or hospitality or failing to report any corrupt act by another employee or accepting any form of bribe can lead to dismissal for gross misconduct and possible criminal proceedings.

Bullying (and Harassment)

It is our policy not to tolerate any bullying behaviour at work towards any person or indeed outside of work if it is in any way connected with work. Irresponsible behaviour can be both harmful, and dangerous. Any such behaviour will be considered a breach of Company rules and appropriate action will be taken.

If you feel you are being subjected to any such treatment you should contact the Transport Manager or Directors. Where possible, all such complaints will remain in the strictest of confidence save for any investigation to ascertain the allegations and undertake any appropriate action.

Business Interruption

In the event of an unforeseen event including, but not limited to a pandemic, a medical or environmental emergency, where possible we will establish procedures to keep the business operating. This may require changes to working practices such as remote working and the use of different tools and processes in order to continue working.

During these times should the Company be faced with a shortage of work or is unable to provide you with work for any reason, the Company may have to enforce short-time working, a period of lay off, reduce your working hours (further details are available later in the handbook) or introducing shift patterns. In these circumstances, statutory procedures will be duly followed in accordance with any statutory guarantee pay provisions.

Buying or Selling of Goods

You are not allowed to buy or sell goods on your own behalf on Company premises without prior permission.

Cash Handling

If your job requires that you handle cash, you should exercise caution and security and hand the money into the Company as quickly as possible.

Change of Address, Telephone Number and Next of Kin Details

It is very important that you notify the Company and ensure that the office is notified in writing as soon as possible of any changes to your personal circumstances, i.e. if you change your address, contact telephone number and/or next of kin details. The Company is now obliged to forward accurate employee details to the HMRC on a regular basis.

Collections

Collections of any type are not allowed on the Company premises unless prior permission has been given by senior management.

Confidentiality

You must not during or after the period of your employment divulge to any outside body any trade secrets, confidential information, supplier and customer details, pricing list and/or details of business connections including such of the foregoing that you have introduced into the Company during your employment.

You shall not remove from the place of your employment any documentation of any description nor take copies of such documentation (electronic or otherwise) for your personal use or the use of a competitor or third party either during your employment or on termination of your employment.

Any information provided by the Company to you will be regarded as confidential unless it is of a type that would be:

1. Freely available to the general public.
2. Freely available to members of the Company's trade or profession.

Data Protection

The Company recognises its responsibilities as an employer and data controller to maintain accurate records pertaining to client/customer, supplier and employee data and to comply with current and future Data Protection legislation. All representatives and employees of the Company are expected to comply with all applicable requirements of Data Protection.

In accordance with the General Data Protection Regulation (more commonly referred to as GDPR) and the Data Protection Act 2018, the Company hereby notifies you that it holds personal and sometimes sensitive data about you relating to your employment.

On recruitment you will be asked consent to the Company holding such data and records. Please consult the Company policy to understand the storage and use of your personal data and information regarding consent.

If you are concerned about a potential breach of the Company policy, you must report this immediately to your Manager. Failure to do so could result in disciplinary action up to and including dismissal.

Drugs and Alcohol Policy

Taking of illegal drugs, or alcohol, or solvent misuse at work will not be tolerated. The only exception will be when an employee takes medication, according to the prescribed dosage given by a General Practitioner or other person qualified to do so.

You should be aware that certain over the counter and prescribed medication may cause drowsiness that could affect driving or operating machinery. If any of this type of medication is used at work or prior to commencing work and it is believed that the negative effects of the drug could still present themselves, you should make a member of management aware of this fact.

If there are grounds to believe you are or have been carrying, supplying or taking illegal drugs or supplying medication prescribed specifically for your own consumption to other persons, or found to be misusing any solvents, this will be treated as gross misconduct and will be dealt with in accordance with the disciplinary procedure already in force.

The consumption of alcohol during normal working hours is not permitted. This will include any breaks that are allowed unless there are good business reasons or express permission has been granted by the Director/Chairman (John Lynch).

The drinking of excessive alcohol into the early hours before a workday and/or taking drugs could result in alcohol and/or drugs still being present in the bloodstream at the time of work commencing. If you are suspected of being under the influence of alcohol and/or drugs and/or unfit to perform your duties when reporting for work, you will not be allowed to remain at work until suspicion is cleared. During this time, there will be no entitlement to pay.

Disciplinary action will be initiated against any employee who is considered to be under the influence of alcohol and/or drugs or alcoholic/drug odour (including but not limited to cannabis) is detected at any time during the working day. Such disciplinary action may lead to disciplinary action up to and including dismissal for gross misconduct.

If you believe that you or another employee may have an alcohol and/or drugs problem, it is your duty to notify a member of management at the earliest opportunity.

Please note, the Company reserves the right to undertake random drug and alcohol testing; any driver refusing to be tested may be liable to disciplinary action.

Support for Employees with Alcohol or Drug Problems

If you have or believe you may have an alcohol and/or drug problem, you should inform the Company and seek medical advice before it affects your performance or conduct at work. If you come forward and seek help for an alcohol and/or drug problem, you will be treated sympathetically, and any discussions will remain confidential. If you believe that another employee may have an alcohol and/or drugs problem, you should notify a member of management at the earliest opportunity.

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

Environmental Policy

There is a growing awareness of the need to protect the environment, a view supported by the Company. Employees should make every effort within their sphere of control to minimise any adverse effect of the Company on the environment. Examples include:

- Turning off lights when not required;
- Turning down heating levels;
- Planning journeys to minimise the fuel used on Company business;
- Co-operating with any recycling systems for wastepaper etc. that are introduced.

Equal Employment and Non-discrimination Policies

It is the policy of the Company to provide equal employment opportunities in accordance with the developments in the field of race relations, age, sex equality, sexual orientation, religion or belief, pregnancy and maternity, disability, gender reassignment, marriage and civil partnership and the legislation to protect against discrimination in employment.

These policies are related but not limited to recruitment and selection, appointments, promotion, transfer, leave of absence, termination, rates of pay, training and use of facilities. The Company is committed to an on-going programme of equal employment and non-discrimination for all. These policies also relate to how we offer and provide services to our customers and the community.

It is the further policy of the Company that employees will be promoted on a fair and non-discriminatory basis. In order to achieve this, the promotion criteria will always relate specifically to the individual employee's ability, aptitude and suitability compared to the requirements for the job.

The Company will ensure that all persons are selected, promoted and treated equally on the basis of their relevant aptitudes, skills and abilities without regard to race, colour, religion or belief, age, national origin, sex, sexual orientation, gender reassignment, pregnancy and maternity, marriage and civil partnership or disability. All employees are required to comply with this policy and acknowledgement is given to the specific responsibilities, which fall upon management, supervisors and individuals involved in

recruitment and employee administration.

It is our policy as an employer to comply with all relevant obligations under the Equality Act 2010.

To safeguard individual rights under the equal opportunities policies of the Company if you believe that the Company has applied inequitable treatment to you, you may raise the matter through the Company grievance procedure.

It is the duty of all employees to accept their personal responsibility for the practical application of these policies.

Any employee who fails to comply with this policy in whole or in part will be subject to disciplinary action up to and including dismissal for gross misconduct.

Flexible Working

The Company recognises its obligations under the right to request flexible working. This is a right to ask only – there is no automatic right to have your request accepted although every request will be considered on its own merits. Full details can be obtained from your Manager.

Harassment

It is the Company's policy to provide an environment free of any type of harassment. Harassment can be defined as:

“Unwanted, uninvited and unwelcome action, behaviour or language by one or more people, against one person or a group of people, which creates an intimidating, hostile, degrading, humiliating or offensive environment within the workplace, **whether intentional or not.**”

Employees may not always recognise that their behaviour constitutes harassment; they must recognise that what is acceptable to one employee may not be acceptable to another.

Any harassment situation will be treated totally individually and without bias, assumption or prejudice.

Every effort will be made to deal with any incident quickly, effectively and with utmost sensitivity and confidentiality. Unless the complaint requires immediate formal intervention the aim of the Company will be to resolve the situation informally in the first instance. Issues may demand either formal or informal resolution as circumstances around incidents may vary depending on the misconduct identified.

If further intervention is required, complaints of harassment will be dealt with through the grievance procedure and any employee who feels they are the subject of harassment may seek preliminary advice as indicated in the grievance procedure. Any such discussions will be strictly private and confidential with the aim of helping the individual to

decide what course of action they wish to take to resolve the issue.

If the matter is referred to the formal stage of the grievance procedure, a full and thorough investigation will be carried out ensuring that confidentiality is maintained for those involved. Where harassment is confirmed as having taken place, the matter will be dealt with under the disciplinary procedure.

It is the duty of all employees to accept their personal responsibility for the practical application of this policy.

Housekeeping

From the point of view of safety and appearance, all work and rest areas must be kept clean and tidy at all times. Each employee has a duty to maintain their working environment in order to achieve a good housekeeping policy. For Drivers this includes their units.

IT Policy

All employees are required to observe strictly the following IT Policy. The use of the term "device" for the purpose of this policy includes (but is not limited to) any computer (PC), laptop, tablet, smartphone or any other electronic device.

Device and Software Policy

No employee is permitted, without prior senior management approval, to load any software or applications, other than that purchased by the Company, for official business purposes onto Company owned devices.

Similarly, no customer or supplier data is to be installed on a device without prior approval.

In any case if you have installed a user password or passcode for accessing any device, you must ensure the Company or your Manager, has no difficulty in obtaining access at any time.

Passwords and passcodes must not be easily identified. Users should keep these confidential, with the exception of your Manager. Any device should not be left unattended whilst the user is logged on and a screensaver (where available), protected by a password, must be invoked when a device has not been used for 10 minutes or more.

All devices are protected by anti-virus software which loads automatically on start-up and scans periodically. E-mail attachments may be scanned and automatically deleted if a virus is detected. Should any alerts or warnings be brought to your attention, you must proceed with caution and if in any doubt regarding the safety and security of the device and its contents you should contact your Manager.

If you are provided with any kind of portable device (laptop, tablet, smartphone etc.) by the Company for business purposes, it must only be used by you or by another employee with your permission or that of your Manager.

Due and proper care of the equipment must be exercised as all times. The Company reserves the right to deduct from your wages and/or any other monies due to you any cost for the replacement or repair of equipment when it has been deemed that you have acted in a manner to cause any damage to or loss of any such equipment through misuse or wilful neglect.

Internet Policy

Unless otherwise authorised, the internet should be used for business purposes only. The Company appreciates that many employees use the internet on a daily basis for personal reasons, however, this should be kept to authorised break times and using your own personal devices, unless authority has been given to use Company devices.

For either business or personal reasons on any Company device, the following examples of Internet services are not acceptable (unless for Company authorised purposes) and any breach will be subject to disciplinary action up to and including dismissal for gross misconduct:

- Access or distribution of malicious, obscene or harassing material
- Use for personal gain or personal business transaction
- Downloading of games, images and Apps
- Social Media/Networking: Facebook /Twitter/Instagram/Snapchat/YouTube (unless for Company authorised purposes)
- Chat rooms
- Video calls/virtual meetings via platforms like Microsoft Teams/Skype/Zoom or similar (unless for Company authorised purposes)
- Buying/selling or surfing on eBay/Amazon or similar
- Blogging/Vlogging (internet diary) (unless for Company authorised purposes)
- Streaming or downloading media such as (this list is not exhaustive) TV, films and/or music.
- Accessing of any sites which could be determined to incite race hatred or any other form of discrimination.

Social Media and Networking

Examples of social media and networking are stated above. With regard to accessing any such sites within or outside of the workplace you must not:

- a. Make any social media communications that could damage our business interests or reputation, even indirectly.
- b. Make reference to the Company, its customers/clients, suppliers or its employees.
- c. Make offensive, discriminatory, defamatory or inappropriate comments about the Company, its customers/clients, suppliers or any of its employees.

- d. Divulge confidential information about, or belonging to, the Company, its employees, customers/clients or suppliers.

Any breach will be subject to disciplinary action up to and including dismissal for gross misconduct.

Business Use of Social Media

If your duties require you to speak on behalf of the Company in a social media environment, you must still seek approval for such communication from your Manager, who may require you to undergo training before you do so and impose certain requirements and restrictions about your activities.

Likewise, if you are contacted for comments about the Company for publication anywhere, including in any social media outlet, direct the enquiry to your Manager and do not respond without written approval.

The use of social media for business purposes is subject to this IT policy.

Guidelines for Responsible use of Social Media

You should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal email address.

Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

If you disclose your affiliation with the Company on your profile or in any social media postings, you must state that your views do not represent those of your employer (unless you are authorised to speak on the Company's behalf). You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.

If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your Manager.

If you see social media content that disparages or reflects poorly on the Company, you should contact your Manager.

E-Mail Policy

The use of Company devices and systems for the sending of personal e-mail messages either internally or externally or the transmitting of confidential information to any person, firm or Company is not permitted. The e-mail facility should only be used for Company authorised purposes. It is not permitted to send business related emails from personal accounts or to forward business information to your personal email accounts.

When sending an e-mail either to colleagues or an external contact you are reminded to be cautious in your wording and tone. The Company would ask you to give thought and consideration as to how your e-mail will be received and interpreted and to remember that an e-mail is no less important than a formal letter.

Any e-mail sent from your registered Company e-mail address is expected to be compiled in a professional and polite manner. You should also give due consideration as to whom you are addressing the e-mail to, such as ensuring it is a safe and the correct domain address, and also only copy relevant parties into e-mails, avoid sending "to all" style e-mails unless absolutely necessary.

Video Calls/Virtual Meetings Policy

Video calls/virtual meetings have become more popular as a means of holding a meeting. This could be due to not being able to physically meet (for example, due to distance) and helps reduce carbon footprint and cost.

When using the above for Company meetings, you must conduct yourself in a courteous and professional manner as you would if you were meeting face to face.

Such facilities do offer the option to record any such calls/meetings. This should only be done with the agreement of all parties.

You must also be conscious of data protection issues. For example, confidential information should not be in view during the call unless it is for the purposes of that meeting.

You may also wish to blur the background or add a background image to offer privacy if, for example, you were working from home when making the call/holding the meeting.

Monitoring

The Company's systems enable it to monitor telephone, email, voicemail, internet and other communications. To carry out its legal obligations as an employer (such as ensuring employee compliance with the Company's IT related policies), and for other business reasons, the Company may monitor use of systems including the telephone and computer systems, and any personal use of them, by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

Any employee discovered to be in wilful breach of these policies will be subject to serious disciplinary action (up to and including dismissal for gross misconduct) and/or liable to legal action depending on the circumstances.

Jury Service/Court Attendance

During your employment you may be required to attend court as a juror or have been subpoenaed as a witness.

The Company is not obliged to pay you whilst you are off and there are allowances paid by the court to cover loss of earnings to compensate you during your absence from work. You should, however, be aware that the allowances are capped and may not cover your normal pay.

No payments will be made to an employee requiring time off work to answer civil or criminal charges.

Keys

You will be given a set of door keys for the vehicle you are driving and these must be kept safe at all times. The keys must not be left unattended at any time and when asked to lock up you must ensure that all doors and windows are securely locked and any other final checks followed to ensure the safety of the vehicle and our equipment. Failure to do so could lead to disciplinary action up to and including dismissal for gross misconduct. You must return all such keys on your termination of employment or on request of the Transport Manager.

Letters of Reference

Building Societies etc. may apply to the Company for a letter of reference on your behalf.

Reference enquiries by other employers may be made to the Transport Manager or Directors whilst you are currently employed, or for up to one year after you have left.

Open letters of reference will not normally be given.

Mobile Phones

Drivers – Cab phones are available in the units but there may be restrictions on the numbers which can be dialled. The use of the cab phones will be checked on a regular basis and any private phone calls will result in an automatic deduction from pay and/or any other monies due to you. In any case you must ensure that any mobile phone facility (this includes a cab phone) must only be used when it is safe and legal to do so.

Employees should note that the Company does receive itemised billing for work phones and does monitor usage. Any excessive usage will be misconduct and action will be taken through the disciplinary process. The cost of any excessive private calls and/or data usage will be recovered by a deduction from pay and/or any other monies due to you.

It is your responsibility to take care of your work mobile telephone and ensure it is secure at all times. In the event that your work mobile is lost or stolen you should notify your Manager immediately to report the theft and so steps can be taken to disconnect it.

Work mobile phones must be returned on request by the Company or on termination of your employment with the Company for any reason.

Office Employees – Personal mobile phones must be switched off during normal working hours to avoid accidents whilst working, disruption to equipment and work colleagues and distraction from customer service. Personal mobile phones may be used during designated break times or in personal emergencies.

Notice Boards

Information and changes affecting your employment are posted on the notice board(s). It is important therefore to pay regular attention to this method of communication.

Parking

At any time that your vehicle is parked on Company premises it is left entirely at your risk and no liability for any damage will be accepted by the Company.

Personal Mail

All mail sent to the Company is regarded as being addressed to the Company and will be opened unless prior approval has been given by the Directors.

Personal Property

Liability is not accepted for the loss of, or damage to, personal property brought onto the premises. You are recommended not to bring personal items of value onto the premises and, in particular, not to leave any such items unattended.

Personal Telephone Calls

Telephones are provided for essential aspects of the business. For Office Employees private outgoing telephone calls are only allowed with prior permission. All incoming personal calls must be kept to a minimum.

Political Activity

While the Company recognises the right of every individual to hold political opinions and to take part in political activity in their own time, it also recognises that politics is a subject on which individuals hold many different views. It is therefore the Company policy that employees may not take part in any type of political activity while at work. The Company's equal employment and non-discrimination; anti-bullying and anti-harassment policies have the aim of providing a working environment in which all employees feel comfortable and in which everyone is treated with respect and dignity. Political activity, in particular expressing strong political views in the workplace, can be contrary to the achievement of that aim.

Protective Work Wear

Where protective work wear is appropriate for your place of work, you are expected to arrive on site/ for work with any personally allocated protective work wear, e.g.

- Protective fluorescent coat;
- Protective safety boots;
- Overalls.

These form the basic protective personal equipment needed. However, it may be necessary to wear additional protective equipment appropriate for the job being undertaken, e.g. gloves, etc. which are made available by the Company.

If you arrive at work without any or part of the necessary protective work wear/ equipment you will not be permitted onto site and any time lost as a result of your failure to have the proper work wear/equipment needed will not have an entitlement to pay.

Where appropriate, the safety and protective clothing provided must be worn.

Protective work wear provided by the Company will be replaced on a fair wear and tear basis subject to you returning to the Company your old/damaged/worn items.

On leaving the employment of the Company you must return any items of work wear allocated to you by the Company. The right is reserved to make a deduction from your final pay and/or any other monies due to you for an amount equivalent to the replacement cost of any item not returned or returned in an unreasonable condition on your departure.

Redundancy Policy

This policy is non-contractual and does not form part of your contract of employment. Any statutory rights will apply.

Please note that within the first two years of service, your employment may be subject to termination on the grounds of redundancy without recourse to a consultation process.

Should circumstances arise where redundancy is seen to be a possibility the first steps will be to consider reducing overtime to a workable minimum (where appropriate) and restrict recruitment (where appropriate).

The Company will follow a fair and meaningful consultation process and invite all those at risk to make representations before any decision is made and the statutory right to be accompanied given.

If redundancies cannot be avoided, consideration may be given to applications for voluntary redundancy although any decision will have to be subject to the needs of the business.

If the selection of employees for redundancy becomes necessary (where there is a pool of risk situation for example) then appropriate factors will be considered at that time.

Due weight will be given to each of those factors. Only if the final weighted score of those factors was equal would the "last in first out" principle apply.

At all times in a redundancy situation, the overriding consideration will be the future needs and viability of the business.

Relationships at Work/In Connection with Work

Where over familiar relationships are formed with a colleague that have the potential for causing concern with Company security, confidentiality, operations, bias and improper consideration the right is reserved for management to take whatever steps necessary to avoid compromised situations. This may include disciplinary action and transfer of work location depending on all of the circumstances.

Religious Activity

The Company has no religious bias and does not condone any activity that is offensive to others or causes discomfort to an individual or disruption to working practices. Employees must not feel pressurised in any way into listening to, or participating in, any religious beliefs or activity. Should you be in breach of this policy, you may be subject to disciplinary action up to and including dismissal for gross misconduct.

Retirement

There is no set retirement age from the Company. At any time during your employment, you are welcome to discuss any future plans you may have with management. If you wish to retire from your employment or discuss your plans for retirement, you should do so by informing management in writing.

Rights of Search

The Company reserves the right to carry out random checks on persons and property (including employee's vehicles), at any time while they are on the Company's premises or business. It is understood that such checks do not imply suspicion in relation to the individual concerned.

The Company would like to point out that the 'rights to search' policy is intended to be a benefit and protection to all employees as well as to the Company. The right to search may only be initiated when the Company has 'just cause to do so' and this may include a situation where an employee has raised genuine concerns over potential theft of personal money or belongings.

Whilst you have the right to refuse to be searched, refusal can constitute a breach of contract which could result in your dismissal.

Secondary/Additional Employment

Drivers – Due to the requirement to work away from home during the week and to ensure that you take the minimum required rest breaks in accordance with 'Driver's Hours Regulations', you will not be in a position to undertake any secondary/additional employment.

Other employees - Prior to undertaking any other employment outside your normal working hours, you should consult the Director/Chairman (John Lynch). If permission is given, you must ensure that the other employment does not interfere or conflict with your attendance and duties with the Company. Taking on secondary/additional employment without permission could leave you subject to disciplinary action up to and including dismissal for gross misconduct.

Whilst the Company does not wish to restrict or prohibit you from earning additional income or indeed from working even on a voluntary basis outside your normal working hours for James Lynch and Sons (Transport) Ltd, it is essential that we, as a Company, exercise our duty of care to ensure that we do not condone breaches of relevant legislation such as the Working Time Directive, rules on Driver's hours or Health & Safety legislation.

Short-time Working, Reduction in Hours Working and Lay-Off from Work

In the event of a shortage of work for whatever reason or other factors giving rise to a diminished requirement for the particular kind of work you are employed to carry out, the Company may find it necessary to introduce an arrangement to reduce your hours of work without entitlement to normal pay.

The occasions when this is necessary will fall into one of the following situations:

- Short time working - this is when you would be required to work **less than** half your normal working hours.
- Reduction in hours working - this is where you work reduced hours but **more than** half your normal working hours.
- Lay off - this is where there is a **workless week**.

In any of the above situations you may be entitled to be paid in accordance with the statutory guarantee pay entitlements and within the provisions of current employment law.

Special Leave of Absence

Special leave of absence for any reason e.g. bereavement involving a direct member of family will be at the discretion of the Transport Manager or Directors. There is no automatic entitlement to pay for such leave but every case will be considered on its merits and any decision made will be strictly at management discretion.

It is expected that outstanding holiday entitlement be used to provide payment for bereavement leave.

Statements to the Media

Any statements to the media will only be given by the Transport Director.

Tools and Equipment

The Company provides tools and equipment necessary for you to carry out your duties. It is your responsibility to ensure their proper use and safekeeping at all times, any damage should be notified to your Manager without delay. All items used must be properly stored away at the end of the working day.

Should any item of equipment be lost through wilful neglect or need to be replaced unnecessarily through misuse, you will be responsible for the cost of replacement or repair. The right is reserved to make any appropriate deduction from pay and/or any other monies due to you in such circumstances.

Variations to Terms and Conditions

The Company reserves the right in appropriate circumstances to change the terms and conditions of your employment but will only do this where it is considered essential and necessary and in the best interests of the business. Any such variations will be notified to you either by way of general notice to all employees or as an individual notice to yourself personally, whichever is appropriate. Any changes will be made by way of negotiation and appropriate consultation, and any entitlement to notice will be dependent upon your length of service and within legislative guidelines.

No variation of your contract of employment shall be effective unless it is in writing.

Whistle Blowing (Public Interest Disclosure Act 1998)

The main purpose of the system is to provide you with ready access to a safe and effective means of reporting any matters which fall within the 'qualifying disclosures' below, regarding the Company and/or its employees and workers.

Should you discover a situation which falls within one of the qualifying disclosures below, you are free to decide to whom you should report the matter, in terms of their seniority/position within the Company.

If you are unsure of whether an incident warrants reporting, or if it should in fact be reported initially to an external body, the issue can be discussed confidentially with the following whistleblowing charity who should be able to give you free confidential advice:

Protect
CAN Mezzanine
7 - 14 Great Dover Street
London SE1 4YR

www.protect-advice.org.uk

Telephone:

Protect Advice Line:	020 7404 6609
General enquiries:	020 3117 2520
Fax:	020 7403 8823

Email:

Protect Advice Line: whistle@protect-advice.org.uk

Qualifying disclosures - If an employee is to be protected, the disclosure must be one covered by the Public Interest Disclosure Act 1998. A qualifying disclosure is a disclosure which, in the reasonable belief of the employee tends to show one or more of the following:

- That a criminal offence has been committed, is being committed, or is likely to be committed.
- That a person has failed, is failing, or is likely to fail to comply with a particular legal obligation.
- That a miscarriage of justice has occurred, is occurring, or is likely to occur.
- That the health or safety of any individual has been, is being, or is likely to be endangered.
- That the environment has been, is being, or is likely to be damaged.
- That bribery has been committed, is being committed, or is likely to be committed.
- That information indicating the occurrence of any of the above has been, is being, or is likely to be deliberately concealed.

The Company will support employees who make confidential disclosures and protect them from reprisals or victimisation even if the allegation is later established to be

unfounded, as long as the employee makes the disclosure with reasonable belief and falls within one of the above qualifying disclosures. This also applies where the employee makes the disclosure with reasonable belief and falls within one of the above qualifying disclosures but which turns out later not to have been justified. If the Company concludes that an employee has made false allegations maliciously or with a view to personal gain, the employee may be subject to disciplinary action.

This policy should not be used for a complaint relating to your own personal circumstances, such as the way you have been treated at work. In those cases, you should follow the Company's grievance procedure (as detailed earlier in this handbook). It is acknowledged, that it is never easy to report a concern, particularly one which may relate to an unlawful act. However, you are urged to come forward with any concerns, at the earliest opportunity, so that matters can be dealt with promptly and effectively.

In the first instance, you may wish to discuss the matter, on an informal basis with your Line Manager although this should in no way dissuade you from making a formal report where appropriate. In such cases a formal report should be directed to the Finance Director.

Workplace Monitoring

The Company's systems enable it to monitor telephone, email, voicemail, internet, and other communications. To carry out its legal obligations as an employer (such as ensuring employee compliance with the Company's IT related policies), and for other business reasons, the Company may monitor use of systems including the telephone and computer systems, and any personal use of them, by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes. Please also see below.

In the interests of security and safety you are advised that the Company premises (or locations where you may be required to work on behalf of the Company) are surveyed by CCTV cameras. Recordings will be viewed and where it is found that an employee is in breach of any Company rule the recording may be used in support of disciplinary action.

All Company vehicles are fitted with vehicle tracking devices to enable the Company to monitor vehicle movements for operational purposes and as an insurance against theft. Vehicles will be monitored by the Company on an ongoing basis.