

# Staff Code of Conduct and HR Handbook

<b>Approved by:</b>	Daniel Pastori	<b>Date:</b> 20.9.23
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## 1. Aims, scope and principles

This policy aims to set and maintain standards of conduct that we expect all staff to follow. By creating this policy, we aim to ensure our school is an environment where everyone is safe, happy and treated with respect.

Many of the principles in this code of conduct are based on the [Teachers' Standards](#). School staff have an influential position in the school and will act as role models for pupils by consistently demonstrating high standards of behaviour.

We expect that all teachers will act in accordance with the personal and professional behaviours set out in the Teachers' Standards.

We expect all support staff, and committee members and volunteers to also act with personal and professional integrity, respecting the safety and wellbeing of others.

Broadstones School seeks to provide a safe and supportive environment, which secures the well-being and very best outcomes for students in their care.

## Core Principles

1. The welfare of students is paramount.
2. Staff have a responsibility for their own actions and behaviour and should avoid any conduct which would lead any reasonable person to question their motivation and intentions.
3. Staff should behave and dress appropriately at all times.
4. Staff should discuss and/or take advice promptly from their line manager or another senior member of staff over any incident, which may give rise to concern.
5. All staff should know the name of their designated person for safeguarding, be familiar with safeguarding children arrangements and understand their responsibilities to safeguard and protect students.
6. Staff should be aware that breaches of the law, their contract or school policy could result in criminal or disciplinary action being taken against them.

## Duty of Care

Teachers and other staff are accountable for the way in which they exercise authority; manage risk; use resources; and protect students from discrimination and avoidable harm.

All staff, whether paid or voluntary, have a duty to keep young people safe and to protect them from physical and emotional harm. This duty is in part exercised through the development of respectful, caring and professional relationships between staff and students.

Please note that this code of conduct is not exhaustive. If situations arise that are not covered by this code, staff will use their professional judgement and act in the best interests of the school and its pupils.

This guidance cannot provide a complete checklist of what is, or is not, appropriate behaviour for staff. It does highlight, however, behaviour that is illegal, inappropriate or inadvisable. There will be occasions and circumstances in which staff have to make decisions or take action in the best interests of the students which could contravene this guidance or where no guidance exists. Individuals are expected to make judgments about their behaviour in order to secure the best interests and welfare of the children in their charge and in so doing, will be judged to be acting reasonably.

## 2. Legislation and guidance

In line with the statutory safeguarding guidance '[Keeping Children Safe in Education](#)', we have a staff code of conduct, which should cover acceptable use of technologies, staff/pupil relationships and communications, including the use of social media.

## 3. General obligations

Staff set an example to pupils. They will:

- Maintain high standards in their attendance and punctuality
- Never use inappropriate or offensive language in school
- Treat pupils and others with dignity and respect
- Show tolerance and respect for the rights of others
- Not undermine fundamental British values, including democracy, the rule of law, individual liberty and mutual respect, and tolerance of those with different faiths and beliefs
- Express personal beliefs, opinions and experiences in a way that will not overly influence pupils, and will not exploit pupils' vulnerability or might lead them to break the law
- Understand the statutory frameworks they must act within
- Adhere to the Teachers' Standards

## 4. Safeguarding

Staff have a duty to safeguard pupils from harm, and to report any concerns they have. This includes physical, emotional and sexual abuse, or neglect.

Staff will familiarise themselves with our safeguarding policy and procedures and the Prevent initiative, and ensure they are aware of the processes to follow if they have concerns about a child. All staff will also complete regular and appropriate safeguarding training provided by Broadstones School.

Our safeguarding policy and procedures are available digitally in the staff shared area and from the school office. All staff will sign and comment once the policy has been read. New staff will also be given copies on arrival and will follow the same procedure.

## 5. Staff/pupil relationships

Staff will observe proper boundaries with pupils that are appropriate to their professional position. They will act in a fair and transparent way that would not lead anyone to reasonably assume they are not doing so.

If staff members and pupils spend time on a one-to-one basis, staff will ensure that:

- This takes place in a public place that others can access
- Others can see into the room
- A colleague or line manager knows this is taking place

- This may include 1:1 remote learning and is highlighted further in the e-safety and safeguarding policies

Staff should avoid contact with pupils outside of school hours.

Personal contact details should not be exchanged between staff and pupils. This includes social media profiles.

While we are aware many pupils and their parents may wish to give gifts to staff, for example, at the end of the school year this must be declared to a member of the Senior Management Team (SMT) if it is of any significant value or could be misconstrued in any way.

Gifts from staff to pupils are not acceptable.

If a staff member is concerned at any point that an interaction between themselves and a pupil may be misinterpreted, this should be reported to their line manager or the headteacher immediately.

Staff should not:

- use their position to gain access to information for their own advantage or which could affect a student or their family's detriment
- use their power to intimidate, threaten, coerce, or undermine students
- use their status and standing to form or promote a relationship with a student, which is to their advantage or gratification in any way.
- place themselves in vulnerable situations and should always be vigilant in maintaining privacy and professional boundaries at all times

## 6. Physical Contact

Staff should use their professional judgement at all times about the appropriateness of any physical contact.

Physical contact should never be secretive, or for the gratification of the adult, or represent a misuse of authority. If a member of staff believes that an action could be misinterpreted, the incident and circumstances should be made clear to the Headteacher.

Physical contact, which occurs regularly with an individual student, is likely to raise concern unless the justification for this is part of a formally agreed plan (for example in relation to students with SEN or physical disabilities). Any such contact should be the subject of an agreed and open school plan and subject to review.

## 7. Communication and social media

School staff's social media profiles should not be available to pupils. If they have a personal profile on social media sites, they should not use their full name, as pupils may be able to find them. Staff should consider using a first and middle name instead and set public profiles to private.

Staff should not attempt to contact pupils or their parents via social media, or any other means outside school, in order to develop any sort of relationship. They will not make any efforts to find pupils' or parents' social media profiles.

Staff will ensure that they do not post any images online that identify children who are pupils at the school without their consent.

Staff should be aware of the school's e-safety policy.

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## **8. Acceptable use of technology**

Staff will not use technology in school to view material that is illegal, inappropriate or likely to be deemed offensive. This includes, but is not limited to, sending obscene emails, gambling and viewing pornography or other inappropriate content. This also includes use of technology outside of school hours that may result in inappropriate contact with a pupil. This includes, but is not limited to, gaming platforms, blogs or any social media.

Staff will not use personal mobile phones and laptops, or school equipment for personal use, in school hours or in front of pupils. They will also not use personal mobile phones or cameras to take pictures of pupils.

We have the right to monitor emails and internet use on the school IT system where it is deemed necessary. Please refer to the IT Security Policy for more information.

## **9. Confidentiality**

In the course of their role, members of staff are often privy to sensitive and confidential information about the school, staff, pupils and their parents.

This information will never be:

- Disclosed to anyone without the relevant authority
- Used to humiliate, embarrass or blackmail others
- Used for a purpose other than what it was collected and intended for

This does not overrule staff's duty to report child protection concerns to the appropriate channel where staff believe a child is at risk of harm.

## **10. Honesty and integrity**

Staff should maintain high standards of honesty and integrity in their role. This includes when dealing with pupils, handling money, claiming expenses and using school property and facilities.

Staff will not accept bribes. Gifts that are or could be considered of significant value must be declared to a member of SMT who will record this.

Staff will ensure that all information given to the school about their qualifications and professional experience is correct.

## **11. Dress code**

Staff will dress in a professional, appropriate manner.

Outfits will not be overly revealing, and we may ask that tattoos are covered up. Clothes will not display any offensive or political slogans.

## **12. Conduct outside of work**

Staff will not act in a way that would bring the school, or the teaching profession into disrepute. This covers relevant criminal offences, such as violence or sexual misconduct, as well as negative comments about the school on social media. This also covers any social media or online content which would not be deemed suitable to have in school which could bring the school, or the teaching profession into disrepute.

### 13.

#### Monitoring arrangements

This policy will be reviewed every year by Daniel Pastori (Headteacher) but can be revised as needed. It will be ratified by the Committee.

### 14. Links with other policies

This policy links with our policies on:

- Staff disciplinary procedures, which will be used if staff breach this code of conduct.
- It also sets out examples of what we will deem as misconduct and gross misconduct
- Staff grievance procedures
- Safeguarding
- E-safety

## HR Information

A message from the Proprietor:

'May I take this opportunity of welcoming you to the Company. I hope your time with us will be both enjoyable and rewarding. Together we change the lives of young people for the better as stated in our mission statement:

"To Educate, Motivate and Inspire Young People to Achieve in a Nurturing Environment"

It is our policy to communicate regularly with you on matters that are important to us all, such as quality of work and information about your job and your terms and conditions of employment. We will encourage you to give us your own views based on your own experience of the Company's operation.

It is our firm intent that all employees should have an equal level of advancement, access to opportunity, and the training necessary to that end, irrespective of the employee's sex, race, colour, religion, sexual orientation or age.

This Company Handbook describes our general working conditions and the rules of the Company. If you need further information or help in any way, do not hesitate to ask your line manager.'



Sue Gibbins  
Director



## Joining the Company

### Induction

Your induction programme is designed so that you fit in quickly and effectively. You will meet your new colleagues and you will receive information on the Company, your terms and conditions of employment, Company rules, health, hygiene and safety.

### Probationary period

On joining the Company, you will serve a full school term probationary period. During this time, you will be making your own mind up about whether you wish to remain working with this Company. Your manager, at the same time, will be assessing your capabilities, attitude and potential.

If you do not reach the standards required by the Company your employment may be terminated at any time during the probationary period, or the probationary period may be extended beyond one full school term.

### Changes in personal circumstances

To help us to assist you it is essential that all information on your personnel records is complete and correct. Please inform us of any changes in your personal circumstances, including a change of:

- Address, telephone number or email
- Name
- Next of kin.

### Personal problems

If you have any problems, personal or otherwise, with which you believe the Company may be able to help then you should approach your line manager. He or she may arrange for a personal discussion with one of the Directors which will be in absolute confidence.

Your personal information is classified as confidential and will not be released to outside sources without your prior authorisation.

### Payment of wages

Wages are paid on the last working day of each month. Wages are paid directly into your bank or building society account. An itemised pay statement showing gross earnings, fixed and variable deductions and net wage will be given to you at the time of each wage statement. Your starting wage is that stated in your written statement of your main terms and conditions of employment. We will let you know of any subsequent changes to your wages.

We require you to provide your latest p45 in order to process you PAYE with the company.

### Hours of work

Your normal hours are those set out at the time of your engagement in your written statement of your terms and conditions of employment.

Depending on trading conditions, the way in which you work these hours may be changed, and you may be asked to work extra hours on a week-to-week basis.

Your normal lunch and tea breaks are those notified to you at the time of your engagement, and must be taken at a time agreed with your supervisor or manager

### Part-time employees

You are considered a part time employee if you work less than thirty hours a week. Part-time employees will receive the same terms and conditions of employment as their full-time counterparts but pay and benefits will be scaled down according to the number of hours worked.

### Overtime

From time to time, you may be requested to work overtime, and you will be expected to co-operate with any reasonable request. All overtime must be authorised in advance by your departmental manager. No compensation is made for overtime not authorised in advance.

Overtime will be compensated for with time off in lieu.

### Pensions

If you are eligible, the Company will auto-enrol you into a pension scheme, in accordance with the Company's pension auto-enrolment obligations. Broadstones school currently uses the The Peoples Pension scheme.

Full details of the scheme will be provided when you are enrolled, including the minimum contribution level that you will be required to make and your right to opt out if you do not want to join the scheme. While participating in the scheme, you agree to worker pension contributions being deducted from your salary.

The scheme is subject to its rules as may be amended from time to time, and the Company may replace the scheme with another pension scheme at any time.

### **Company training policy**

The aims of our training policy are to:

- Help you develop the skills and give you the knowledge necessary to do the jobs for which you have been recruited.
- Help you develop the skills and give you the knowledge required in other jobs in the Company, so that flexibility may be achieved at all levels in the Company
- Equip you for promotion, should the possibility arise
- Increase the effectiveness of everyone in the Company, and therefore of the Company as a whole.

### **Appraisal**

Your manager will complete a formal annual appraisal which he or she will discuss with you. You will have the opportunity to air your views, record any comments and discuss plans for your development.

### **Promotion**

All promotions are made solely based on individual merit, and all suitable candidates will be considered regardless of their sex, race, religion or belief, sexual orientation or age. Your potential for promotion is assessed by considering many aspects of both your current performance and your future capabilities. Length of service on its own, does not lead to promotion, but is rewarded in other ways, such as service awards, service related and extended holidays.

### **Communications – the role of your manager**

Perhaps the most important means of communications are the informal face-to-face discussions that occur each day – about your job, your Company and your benefits. Your prime source of information about your job or the Company is your line manager. It is part of his or her job to inform, answer questions and listen to constructive opinions, comments or suggestions.

## Holidays, Time off and Sickness

### Holiday entitlement

Holidays must be taken at times convenient to the Company. You must obtain approval of proposed holiday dates in advance from your line manager. In line with the Working Time provisions of STPCD, your holidays will coincide with periods of school closure and public holidays. You will be notified by the Headteacher of term and holiday dates and of non-contact days in advance at the beginning of each school year. For clarity, holidays during term time are not permitted, other than bank holidays or any other period where the business is closed.

Given the nature of the business, holidays will be paid as they are accrued every month. A full time employee who is entitled to 28 days holiday per year, will thereby be entitled to be paid the equivalent of 2.33 days annual leave per month. This will be itemised on the payslip. This means that employees are paid the same amount of salary and holiday pay in every month throughout the year unless they are receiving less than full salary arising from the application of the sick pay or maternity or other family leave schemes, or are on unpaid leave of absence, or on a zero hour contract.

The days of public and bank holidays in England and Wales are:

- New Year's Day
- Good Friday
- Easter Monday
- May Day
- Spring Bank Holiday
- Late Summer Bank Holiday
- Christmas Day
- Boxing Day

### Absence and sickness

Your attendance is important to the business and is monitored. This policy identifies points at which the Company will take action if your sickness absence reaches unacceptable levels.

We may grant you paid time off to attend medical appointments that you cannot arrange outside working hours, subject to local policies and procedures. This includes visits to the dentist or optician. Try to make these appointments close to the beginning or end of your working day. We may ask you to work extra hours to cover time taken off for medical appointments in the middle of the day.

If you are pregnant, we will not ask you to work any extra hours to cover time taken off for ante-natal appointments.

### Short-term absence

Your manager will formally review your absence record if in any three month period there are three separate periods of absence (whether these are certificated or not), or if there is an unacceptable pattern of absence, for example, regular time off on Mondays or Fridays.

### Long-term absence

Long-term absence is a period of sickness which lasts longer than two calendar weeks.

The Company takes a sympathetic view about genuine ill-health problems and will provide a supportive approach to all employees in such circumstances.

Your line manager will monitor your absence and will counsel you through a period of sickness absence. If, after discussion it appears that you are likely to be away from work for more than four weeks your manager will telephone you every fortnight and visit your home every month. These arrangements may be varied by agreement. Home visits will not be made without your consent.

Ultimately, if absence does reach problematic levels, then the Company may have no choice but to dismiss you. The point at which this action may be taken will depend on the nature of your work and the difficulty caused to the Company by your continued absence. Dismissal will be regarded as a last resort and the Company will endeavour to ensure that the following criteria are fulfilled:

- Relevant medical information is sought and considered
- Options for alternative duties or working arrangements are examined
- Your views will be taken into account.

Before any dismissal the Company will comply with any applicable statutory dismissal procedure.

## Reporting Absence

All unauthorised absence must be reported to your line manager by no later than 1 hour before your start time on the first day of absence. Contact should be made directly by you, not by text message. Only in exceptional circumstances should partners, parents or friends ring on your behalf. You will be asked to give the reason for your absence, an indication of when you may return and details of any outstanding work that needs to be attended to in your absence.

If your absence continues for more than one day you must keep your manager informed on every subsequent day for the first seven days, and then as agreed with your manager, but as a minimum on a weekly basis until your return.

If the absence is due to sickness and continues for seven days or less (Saturday and Sunday included), you must complete a Self-Certification form and give it to your manager. (A copy of the Self-Certification form can be found later in the Handbook).

If absence continues for more than seven days (Saturday and Sunday included), a 'Statement of Fitness for Work' (also known as a 'Fit Note') signed by your doctor or other treating doctor must be sent immediately to your manager, and thereafter for as long as the absence continues. During all periods of absence your manager will maintain contact with you.

## Statement of Fitness to Work (Fit Note)

Where a Fit Note indicates that you may be partially fit for work, the doctor may have suggested ways of helping you get back to work; your line manager will discuss this with you. If you return to reduced hours, your pay will reflect this. If we aren't able to make any adaptations or adjustments to help you return to work, your line manager will explain the reasons to you and will set a date for review. You may then use the doctor's certificate as if the doctor had advised 'not fit for work'.

## Statutory Sick Pay (SSP)

You will be entitled to receive Statutory Sick Pay (SSP), subject to regulations, for a maximum of 28 weeks in any period of entitlement. Payment of Company Sick Pay, if any, includes any SSP.

You will only receive SSP when you are absent for four or more days' sickness, and only on days on which you would normally be working. SSP is not payable for the first three days of absence (called waiting days). The rate of SSP will vary depending on your normal weekly earnings and the statutory rate. You must also comply with our sickness absence reporting procedures and provide either a Self-Certificate – for absence of seven days or less, or a Fit Note – for over seven days.

## Company Sick Pay

If stated within your terms and Conditions of Employment, after the successful completion of the probationary period, and subject to the correct notification and certification process, the Company may, at its absolute discretion, pay up to full pay, which will include any SSP in a 12-month rolling period.

Further amounts of sick pay will be made at the Company's absolute discretion.

If you are absent due to incapacity caused by a third party, or for an accident covered by insurance, any payments made by us under the Sick Pay scheme will be a loan. You or your personal representatives must include in any claim you make against a third party or insurance company, a claim in respect of that loan.

## Holidays during Absence

If you wish to take holiday whilst absent (in receipt of Company Sick Pay or SSP), you should book leave and have it authorised in the usual way. Sick Pay will not be paid in respect of any period that is taken as holiday.

The normal restrictions on carrying over holiday entitlement will apply. As such, any holiday accrued but not taken by the end of the holiday year will be lost. The exception to this is if you have not had the opportunity to take your minimum statutory holiday entitlement due to being absent for the whole or part of the holiday year. If this is the case, please speak to us.

## Return-to-Work and Absence Meetings

When you return to work following any period of absence, your line manager will usually conduct a return-to-work interview. We want to establish: the reason for and because of your absence; that you are in fact fit to return to work; any medication that you may be taking; and whether we can do anything to assist you.

Our disciplinary procedures will be used if an explanation for absence is not forthcoming or is not thought to be satisfactory.

Where your line manager is concerned about the level or pattern of absence, they may conduct an informal meeting with you, and/or monitor your attendance and/or deal with the situation under our disciplinary procedure.

## Elective Surgery

If you require emergency surgery because of a health condition, your period of time for recovery will be granted and the Company Sick Pay policy applies. Elective surgery is a non-essential surgical procedure that the employee has chosen to undergo for personal reasons, such as cosmetic surgery.

Whether or not a procedure is deemed elective or essential will need to be discussed with your line manager to determine the reason for the leave and whether or not the absence policy applies, in reference to pay and time off. When this has been determined, the employee and line manager should agree an appropriate explanation for the reason for absence to their own team. Each case will be dealt with based on the individual circumstances.

If you are uncomfortable discussing a potential procedure with your line manager, please contact a Director or, alternatively, another member of the management team.



## Family-Friendly Benefits

### Maternity & Paternity, Surrogacy and Adoption Leave

If you are pregnant or using a surrogate, by the 15th week before the baby is due, you need to provide the following information to us (preferably in writing):

- Your expected week of childbirth.
- The date on which you intend to start your maternity leave. You can start your maternity leave anytime from 11 weeks before the baby is due. You can change this date, but you must give us 28 days' notice of the change.

If you are adopting, you need to provide the following information to us (in writing):

- Notification of the match with the child, which is provided by the adoption agency. This must be provided no later than seven days after the date you received notification.
- The date you were notified of having been matched with the child, the date the child is expected to be placed with you for adoption and when you want your adoption leave to start. Adoption leave can start on the day the child is placed with you for adoption or on a date that is up to 14 days before the expected date of placement. You can change this date, but you must give us 28 days' notice of the change.

If you are adopting, to qualify for the right to take adoption leave, you must be adopting a child through an approved UK adoption agency. Surrogacy parents may be entitled to adoption leave if they fulfil eligibility requirements. If you are jointly adopting a child with your spouse, partner or civil partner, only one of you will be entitled to take adoption leave.

All employees are entitled to 52 weeks maternity leave and this is made up of 26 weeks ordinary leave and 26 weeks additional leave. The first two weeks after the birth are compulsory. Or for adoption leave, assuming you are eligible, you may take up to 26 weeks ordinary adoption leave and up to 26 weeks additional adoption leave, making a total of 52 weeks.

Throughout the maternity and adoption leave you are entitled to all your non-pay related contractual benefits.

If you are not planning to take all your maternity or adoption leave, you must let us know when you will return. You can change your mind but must give us eight weeks' notice of a change.

If you decide not to return to work, you are required by law to give the correct notice if you are resigning. However, giving longer is helpful. You are still entitled to statutory maternity pay or adoption pay even if you are not returning to work.

We reserve the right in any event to maintain reasonable contact with you from time to time during your leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work, or simply to update you on developments at work during your absence.

You are encouraged to take any outstanding annual leave due to you before the commencement of your leave.

If you are pregnant, we need you to provide us with your MATB1 Maternity Certificate which your midwife will give you when you are about 25 weeks pregnant.



Adoptive parents must give us the matching certificate or notification that one is being issued within seven days of having been matched with a child or as soon as is practicable.

For any other further information about maternity or adoption leave, please speak to your manager.

## Health and Safety

We have a duty to assess any risks that may affect you at work during your pregnancy. We will provide you with information as to any risks identified in any risk assessment and look at ways in which we can minimise the risk.

## IVF

You will be entitled to paid time off for antenatal care only after the fertilised embryo has been implanted. From that point onwards, all entitlements are the same.

## Antenatal Care

All pregnant employees are entitled to paid time off to receive antenatal care, provided such care is on the advice of a doctor, midwife or health visitor. Where such appointments can be arranged to take place outside working hours, you should do so. Copies of all appointment times should be given to your line manager. If you are adopting, then the main adopter is allowed up to five paid adoption appointments.

Prospective fathers to be and partners of pregnant women, as well as surrogacy parents and the secondary adopter, are allowed unpaid time off to attend two antenatal appointments.

## Pay & Benefits during Maternity Leave

To receive Statutory Maternity Pay (SMP) you must have been:

- Earning before tax an average that is no less than the lower earnings limit, which applies to National Insurance (NI). This is the amount you must earn to qualify for benefits. You must earn more than this amount before you actually start paying NI.
- Employed by the same employer continuously for at least 26 weeks up to and into the 15th week before the week your baby is due.

The earliest date that SMP can start is from the 11th week before the week your baby is due and the latest from the day following the birth.

If you continue to work after the 11th week before the week your baby is due, you can choose when you want your SMP to start. SMP will start from any day you choose once you have stopped work to have your baby. This means that your SMP should start from the first day of your maternity leave.

The start of your SMP will change if:

- Your baby is born before the start of the 11th week, or before the start of your SMP period. If this happens, SMP will start from the day following the birth of your baby.
- You are off sick from work with a pregnancy-related illness at the start of, or in the four weeks before, your baby is due. SMP will start from the day following the first complete day you are off sick from work for that reason.

If you are entitled to SMP and you leave your employment with us:

- After the start of the 15th week before your baby is due, but before the start of the 11th week, SMP will start from the beginning of the 11th week before the week your baby is due.
- At any time after the start of the 11th week before the week your baby is due and before the start of your maternity pay period, your SMP will start from the day after you left employment.

## Statutory Pay (SAP)

## Adoption

Paid adoption leave is available for a child approved by a UK agency. However, some details may vary for parents adopting outside the UK.

To receive Statutory Adoption Pay (SAP) you must:

- Be the child's adopter.
- Earn before tax an average that is no less than the lower earnings limit which applies to National Insurance (NI). This is the amount you must earn to qualify for benefits. You must earn more than this amount before you start paying NI.
- Be employed for a continuous period of at least 26 weeks ending before the placement of the child.
- Have received the official matching certificate or notification that it is being issued.

SMP and SAP is paid for a continuous period of up to 39 weeks:

- First six weeks – 90% of your average weekly earnings with no upper limit.
- Remaining 33 weeks – standard rate or a rate equal to 90% of your average weekly earnings, whichever is lower.

## Maternity Allowance

If you are not eligible for Statutory Maternity Pay, you may be entitled to Maternity Allowance (MA). To claim Maternity Allowance, ask your local Jobcentre Plus for form MA1.

## Keeping in Touch Days

Whilst you are on leave, we will try to keep you up to date with all that is happening here. This may be to let you know about any changes, to invite you to attend a particular event or to offer a training opportunity. You have the right to refuse to attend.

If we offer and you wish to accept, you can work up to 10 days during your leave without this affecting your statutory pay.

## Returning to Work

Whilst you are under no obligation to do so, it would assist us if you could confirm as soon as convenient during your leave that you will be returning to work as expected.

If you plan to return to work before the end of your additional leave, you must give us eight weeks' notice. If you come back to work after the ordinary leave, you may return to the same job with the same terms and conditions as you had before your leave. If you return after additional leave, you are entitled to return to the same job on the same terms and conditions. However, if for a good reason we cannot provide this, we will find a position which is at the same level and with terms and conditions at least as good as your previous role.

If you are planning to breastfeed when you return to work, please let us know so that we can carry out a risk assessment and provide suitable rest facilities for you.

## Paternity Leave

To qualify for the right to take paternity leave, you must meet each of the following eligibility criteria:

- You have, or expect to have, responsibility for the upbringing of the child.
- You are either the biological father of the child; or you are married to, are the civil partner or the cohabiting partner of the child's mother; or you are married to, are the civil partner or the cohabiting partner of the child's adopter; or you are one of a couple jointly adopting a child.

- You are taking the leave to care for the child or to support the child's mother or adopter.
- You have worked continuously for the Company for 26 weeks calculated as at the 15th week before the expected week of childbirth, or, in respect of an adopted child, calculated as at the week in which the child's adopter is notified of having been matched with the child.

A cohabiting partner is a person, whether of a different sex or the same sex, who lives with the mother or adopter and the child in an enduring family relationship but is not an immediate relative of the mother or adopter.

If you wish to take paternity leave and are eligible, you are entitled to two weeks from the birth or adoption of a child. You are entitled to take either one week or two consecutive weeks of paternity leave. It cannot be taken as odd days.

You are required to inform the Company of your intention to take paternity leave by the end of the 15th week before the expected week of childbirth; or in the case of an adopted child, no later than seven days after the date on which notification of the match with the child was given by the adoption agency, unless this is not reasonably practicable. You are required to provide the following information in writing to the Company:

- The date the child is expected to be born or adopted.
- Whether you wish to take one or two weeks' paternity leave.
- When you want your paternity leave to start.

In the case of an adopted child, your notice should also specify the date on which the adopter was notified of having been matched with the child.

Paternity leave can start on any day of the week on or following the child's birth or placement for adoption. But it must be completed either within 56 days of the actual date of childbirth or adoption or, if the child is born early, within the period from the actual date of childbirth up to 56 days after the first day of the expected week of childbirth.

In the case of multiple births from the same pregnancy, only one period of paternity leave is available.

On resuming work after paternity leave, you are entitled to return to the same job on the same terms and conditions of employment as if you had not been absent.

### **Statutory Paternity Pay (SPP)**

During the period of paternity leave you will receive Statutory Paternity Pay (SPP) if you are eligible to receive it. You are eligible if:

- You have been continuously employed by your employer for at least 26 weeks up to any day in the 'qualifying week'.
- Earn the statutory minimum.

Your contract of employment continues in force, and you are entitled to receive all your contractual benefits, except for salary.

### **Shared Parental Leave (SPL)**

This policy applies to a parent wishing to share traditional maternity or adoption leave. Unpaid parental leave remains, as does the right to take 52 weeks' maternity or adoption leave. Surrogacy parents may be able to take Shared Parental Leave (SPL) if they fulfil the eligibility requirements.

To take advantage of this provision the mother must commit, in writing, to ending their maternity/adoption leave and pay at a set date, and to share the untaken balance of leave and pay

as SPL and pay with their partner. Alternatively, the mother must commit to return to work early from maternity or adoption leave and opt in to SPL and pay at a later date.

The timescales and process involved to plan SPL is quite complex, so please speak to your line manager if you have any queries or wish to discuss possible arrangements.

To help understand this policy we have listed the meaning of the following terms:

**Mother:** the woman who gives birth to a child, or the adopter.

**Adopter:** the male or female who is eligible for adoption leave and/or pay.

**Partner:** the child's biological father or the partner of the mother/adopter. This may be a spouse, civil partner or a partner who is in an enduring relationship with the mother and the child.

**SPL:** Shared Parental Leave.

**ShPP:** Statutory Shared Parental Pay.

**Continuous leave:** a period of leave that is taken in one block, for example, four weeks' leave.

**Discontinuous leave:** a period of leave that is arranged around weeks where the employee will return to work. For example, an arrangement where an employee will work every other week for a period of three months.

**SPLIT day:** Shared Parental Leave in touch day.

**Match:** when an adopter is approved to adopt a named child or children.

**Curtail:** where an eligible mother brings their maternity/adoption leave and, if appropriate, pay or allowance entitlement to an end early.

This policy applies to employees whether they are the mother or the partner. If it is the mother who is employed by the Company, a partner must follow his/her own employer's policy if he/she wishes to take a period of SPL. If it is the partner who is employed by us, then their partner must follow their own Company policy.

Good communication is essential with both employers to ensure requests are dealt with properly.

### Compassionate Leave

An appropriate period of paid leave will be granted at the discretion of management in cases of bereavement involving immediate family. Apart from this, days off for attending funerals or religious services, etc. will be treated as being part of holiday entitlement unless otherwise agreed.

### Statutory Parental Bereavement Leave and Pay

If, sadly, you lose a child under 18 and were the legal parents or had primary caring responsibilities, you are entitled to two weeks bereavement leave. This also applies if you are a parent who has suffered a still birth after 24 weeks. You will be paid Statutory Parental Bereavement Pay if you have been continuously employed for 26 weeks up until the week preceding the death and meet the qualifying criteria for National Insurance limits.

Leave must be taken in a block of two weeks, or two single weeks, and must be taken within 56 weeks from the date of the child's death. Notice in the first seven weeks after the death can be given before you are due to start on the first day. From the eighth week up until 56 weeks, the notice required is one week. You can cancel or change leave using the notice periods above.

### Are you eligible?

There are some criteria which must be met for this policy to apply. The mother is eligible for SPL if they:

- Have at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth or matching date of the child and remains in continuous employment with the organisation until the week before any period of SPL that is taken.
- Have, at the date of the child's birth or placement, the main responsibility, apart from the partner, for the care of the child.
- Are entitled to statutory maternity/adoption leave in respect of the child.
- Comply with the relevant leave curtailment requirements (or have returned to work before the end of statutory maternity/adoption leave), and SPL notice and evidence requirements.

In addition, for the mother to be eligible for SPL, the partner must:

- Have been employed, been a worker or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth.
- Have average weekly earnings meeting the lower earnings test for any 13 of those 66 weeks.
- Have, at the date of the child's birth or placement, the main responsibility, apart from the mother, for the care of the child.

### Partner's eligibility for Shared Parental Leave (SPL)

The partner is eligible for SPL if he/she:

- Has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth or placement of the child, and remains in continuous employment with the organisation until the week before any period of SPL that he/she takes,
- Has, at the date of the child's birth or placement, the main responsibility, apart from the mother, for the care of the child,
- Complies with the relevant shared parental/adoption leave notice and evidence requirements.

In addition, for the partner to be eligible for SPL, the mother must:

- Have been employed, been a worker or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth or placement of the child.
- Have average weekly earnings meeting the lower earnings test for any 13 of those 66 weeks.
- Have, at the date of the child's birth or placement, the main responsibility, apart from the partner, for the care of the child.
- Comply with the relevant leave or pay curtailment requirements (or have returned to work before the end of statutory maternity/adoption leave).

### How to Calculate the Amount of Leave Available

The amount of SPL to which an individual is entitled will depend on when the mother brings her maternity/adoption leave period to an end and the amount of leave that the other parent takes in respect of the child.

The first two weeks following birth are the compulsory maternity leave period and may only be taken by the mother.

The mother's partner can begin a period of SPL at any time from the date of the child's birth or placement. However, they would lose their entitlement to the two weeks' paid paternity leave if this has not been taken before the start of any SPL.

### Notice Requirements for Shared Parental Leave

SPL may only be taken in complete weeks but may start on any day of the week. It may be taken in continuous or discontinuous blocks. An employee may only make three leave notice requests, or variations of leave notices, during a period of SPL. A notice for discontinuous leave that has been

withdrawn before it is agreed does not count towards the total number of requests for leave that an employee can make.

If the employee submits a period of leave notice requesting discontinuous periods of leave, the Company, in the two weeks beginning with the date the period of leave notice was given, can:

- Consent to the pattern requested.
- Propose an alternative pattern.
- Refuse the pattern of leave requested.

If the mother wishes to take SPL, a curtailment notice must be provided stating the date the maternity/adoption leave is to end.

A full list of the information and dates to be provided will be provided by the Company; in the first instance ask your line manager.

### **Rights during Shared Parental Leave (SPL)**

During SPL, all terms and conditions of the employee's contract except remuneration will continue. Pay will be replaced by ShPP if the employee is eligible for it.

### **Communication and SPLIT Days**

Whilst an employee is on SPL, the Company will try to keep them up to date with important changes and developments within the Company. It is also helpful to discuss the employee's plans to return to work during this time.

An employee can agree to work for the Company (or to attend training) for up to 20 days during their SPL without that work bringing the period of his/her SPL and pay to an end. These are known as 'Shared Parental Leave in touch' (SPLIT) days. If you are entitled to receive ShPP for any week during which you attend work for SPLIT days, you will still receive this in the usual way. In addition, we will also pay you an agreed rate for the work you do during a SPLIT day.

There is no obligation on the Company to offer work or on the employee to accept it.

### **Returning to Work following Shared Parental Leave**

The employee has the right to return to the same job when returning to work from SPL if the period of leave is 26 weeks or less.

If the employee is returning to work from SPL and the period of leave taken is more than 26 weeks, they have the right to return to the same job unless this is not reasonably practicable. In these circumstances the Company will find another job that is suitable and appropriate for him/her.

### **Parental Leave**

Unpaid parental leave may be taken to look after a child or make arrangements for the good of the child.

Eligible employees:

- All employees employed by the Company for a minimum of one year.
- Employees who have a child or children under the age of 18.
- Employees who have become the adoptive parents of a child under the age of 18.

A maximum of 18 weeks per child (pro rata for part-time employees) may be taken in total.



If you wish to take parental leave, you should submit an application to your line manager. Leave should normally be taken in one-week blocks (unless your child is disabled), up to a maximum of four weeks in a year. Requests for longer periods will be dealt with on an individual basis.

You should submit an application to take the time off 21 days prior to leave being taken. The Company must respond in two weeks. We will respond sympathetically to all requests but on occasion may ask you to postpone the leave for business reasons. However, this cannot be for more than six months. Any leave at the time of childbirth or adoption cannot be postponed.

We will keep a record of parental leave taken.

## **Equality and Diversity Policy**

### **Everyone is Welcome**

We are an equal opportunities employer and actively support human rights and all equality legislation and promote diversity and inclusion throughout the company. Our ethos is to respect and value people's differences, and to help everyone achieve more at work as well as in their personal lives so that they feel proud of who they are and of the part they play in our success.

We believe that all decisions about people at work should be based on the individual's abilities, skills, performance and behaviour and our business requirements. We accept our legal obligations under the Equalities Act 2010, which makes it generally unlawful to discriminate directly or indirectly in recruitment, employment or after employment on the grounds of:

- Age.
- Disability.
- Gender Reassignment.
- Marriage & Civil Partnership.
- Pregnancy and Maternity.
- Race (which includes colour, nationality and ethnic or national origins).
- Sexual orientation.
- Sex.
- Religion or belief.

Upon joining, employees will be informed of our Equality and Diversity policy and that they are obligated to comply with its requirements and promote fairness in the workplace. We expect everyone in our team to adhere to our policy. Any form of discrimination, abuse or harassment will result in disciplinary action being taken, including dismissal for serious cases. The policy will also be drawn to the attention of visitors, contractors and students.

### **Cultural & Religious events**

The Company follows Stockport Authority term dates which includes closure over Christmas and Easter periods.

You will not be required to work on these days, and they must be taken as part of your holiday entitlement.

Should you require support at work to enable participation in other religious or cultural events (i.e. fasting, private prayer, meditation, etc.) please speak to your line manager and they will endeavour to support you.

### **Transgender Employees/Gender Reassignment**

If you inform us of any changes in your personal circumstances and/or intention to transition, we will discuss any support that may be required and adjustments that we could make to ensure that you are supported.

Your employee records will be updated upon request from yourself though we may need a legal name change for certain records (payroll, pension, etc.).

### **Names/Pronouns**

Employees will be addressed by the name and pronoun that they choose.





## Complaints

If you feel that you have been subjected to any form of harassment or discrimination, please raise this with your line manager immediately. Should you require it, our formal grievance procedures ensure sympathetic handling, and hopefully satisfactory resolution, for all aspects of employee concerns or dissatisfaction.

Drug

and

## Alcohol Policy

We recognise that, for a variety of reasons, employees could develop alcohol- or drug-related problems and we are sympathetic to these problems. However, any misuse or abuse of alcohol and drugs presents a serious problem in the workplace. It is our responsibility to ensure, so far as is reasonably practicable, the health, safety and wellbeing of all employees. Employees who are under the influence of drugs and/or alcohol whilst at work may adversely influence their own safety and that of their colleagues. By establishing clear and comprehensive rules, which apply to all employees, we also aim to provide a supportive environment to those with a drug- or alcohol-related problem who are committed to changing their behaviour.

The taking of alcohol and drugs is strictly prohibited before working hours, where appropriate functioning at work would be adversely affected, and at all times during working hours. For the avoidance of doubt, working hours include meals and other breaks.

### Definition

Alcohol covers all alcoholic beverages. Drugs include: all Class A, B and C substances; 'legal highs' or psychoactive drugs; drugs which are only legally available on prescription; solvents which are misused; and any other drug that has an adverse effect on your ability to carry out your work in a safe and effective way.

### Special circumstances

If employees attend social business/client functions outside of working hours and are representing the Company, we accept that moderate amounts of alcohol may be consumed. However, employees should stay well within the legal limit if driving. Consuming drugs on these occasions is strictly forbidden.

### Confidentiality

An employee who has a drug- or alcohol-related problem may approach their line manager in confidence, within the provisions of the law, and receive help and support. Any absence during a rehabilitation period will be treated as normal sickness absence.

Where employees are taking medication for a pre-diagnosed condition, the type of drug and its possible contra-indications must be reported to their line manager. This sensitive information will be treated confidentially.

### Disciplinary action

Any employee who is found to be:

- under the influence of drugs and/or alcohol during working hours; or
- in possession of, or dealing in, illegal substances

during working hours will be suspended on full pay pending a disciplinary hearing. This may result in the employee's dismissal for gross misconduct.

### Smoking Policy

You are not permitted to smoke cigarettes or e-cigarettes anywhere on our premises. If you do smoke, this must be off the school premises and out of sight of pupils.

If you smoke or vape on Company premises, you will be subject to our disciplinary procedures. Those who do not comply with this policy, and the Health Act, may also be subject to a fixed penalty fine and possible criminal prosecution.

It is your responsibility, as our employee, to inform any visitor, whether or not you are responsible for them personally, that they are not permitted to smoke on the premises. You should speak to any manager immediately if any visitor smokes on the premises and refuses to stop when requested, whether by you or anyone else.

## **Personal conduct**

Due to the nature of our business and the expected high standards, you must not smoke or eat during programmed training times. You must not drink alcohol, except during recognised social activities, or gamble on Company premises.

## **Personal property**

The Company will not accept responsibility for loss of, or damage to your property whilst it is on Company premises. However, if you lose or find any article, please notify your line manager without delay.

## **Visitors and telephone calls**

You must get permission before you receive visitors during working hours. You should seek your line manager's agreement to make outgoing/ incoming phone calls in cases of emergency.

## **Sale of goods**

Sale of goods on Company premises is not permitted.

## **Collections**

If you wish to carry out collections for charities, for employees, or for outside organisations you must first get the approval of your line manager.

## Bullying and Harassment

The Company actively encourages an environment in which everyone is entitled to work without harassment, victimisation and bullying. Harassment may be described broadly as 'unwanted conduct affecting the dignity of people', where a particular form of conduct has the effect of making a person feel humiliated, threatened or that their privacy is being invaded, that conduct will constitute harassment and should cease immediately. We will not condone harassment and the procedure for dealing with complaints is set out below. The policy applies to employees' conduct in or out of office hours or at work events. All employees have a responsibility to comply with this policy and treat all colleagues with dignity and respect. If you believe that you have been subject to, or have witnessed harassment, victimisation or bullying, you must inform your line manager or a director so that we can keep our workplace free from unacceptable behaviour.

### Procedure for dealing with cases of harassment

If you believe you are being subjected to any form of harassment, in the first instance you should ask the offender to stop or make it clear that such attention is unwelcome. If necessary, ask a friend or colleague to help you do this. Such an informal approach may be all that is needed, but you should make a note of the details and keep them. If your request is ignored and the harassment continues, or you feel unable to make the informal approach, please contact your line manager or a director immediately. Details will be taken and should be confirmed in writing by the victim. This constitutes a formal complaint. Either a manager nominated by the manager who took the complaint, or an independent consultant, will investigate the complaint. Allegations will be dealt with seriously and confidentially and there will be no victimisation of any employee making, or being involved in, a complaint. Where appropriate, any employee directly involved may be suspended on contractual pay pending investigation. If the harassment has taken place, the accused will be dealt with in accordance with the disciplinary procedure. It is hoped that the implementation of this policy will ensure that all our employees work in an atmosphere of mutual trust, dignity and respect.

## Disciplinary and Grievance Procedure

In order to ensure that you are treated fairly if your conduct or performance does not meet the standards required by the Company, we will adopt the following procedure. We reserve the right to follow a varied or shorter version of the procedure set out below in the case of employees with less than 2 years' service.

For disciplinary and grievance issues we may, at our absolute discretion, use an external third party to carry out any part or parts of this procedure.

### Investigation

- An investigation may be undertaken prior to any disciplinary action.
- You must fully co-operate with any investigation.
- If you are invited to an investigation meeting, there is no right to be accompanied.

### Suspension

If appropriate, we may suspend you on contractual pay or amend your duties during an investigation process. If you are suspended, your contract of employment will remain in force, but you will not be entitled to access any of our premises except at our prior request, or with our prior consent, and subject to such conditions that we may impose.

### Disciplinary hearing

If it is decided that there is a disciplinary case to answer, you will be informed of this and invited to attend a disciplinary hearing.

- You are entitled to be accompanied to a disciplinary hearing by a workplace colleague or a trade union representative.
- You will be given the opportunity to state your case before any decision is made.
- The chair of the hearing may decide the outcome at the hearing or adjourn the hearing to consider their findings.
- You will be informed of the decision. This will normally be in writing.

### Appeals

- If you are dissatisfied with the outcome of the disciplinary hearing you may appeal. If you wish to appeal you must do so within five days of the date of the outcome letter (or where no letter is issued, the date you are informed of the decision).
- An appeal should be in writing and must set out the grounds for your appeal along with any accompanying documentation.
- At an appeal hearing, you are entitled to be accompanied by either a workplace colleague or a trade union representative.
- The outcome of the appeal will be conveyed to you, normally in writing. The appeal decision will be final.

### Misconduct

Examples of misconduct are:

- Occasional and minor poor timekeeping.
- Minor breaches of our rules.
- Minor failure to observe our procedures.

These examples are not exhaustive or exclusive. Offences of a similar nature will also be dealt with under this procedure.

Misconduct, short of gross misconduct, will, depending on severity, normally result in a written warning. This would normally last for six months. If it is a final written warning, this would normally last for 12 months.

## Gross misconduct

If an employee commits an extremely serious disciplinary offence the Company may dismiss them without prior warnings and without notice.

Some examples of offences which constitute gross misconduct are:

- dishonesty, theft, or fraud
- malicious damage
- fighting, assault on another person
- serious incapability through alcohol or illegal drugs
- actions which endanger employees' safety
- falsification or unauthorised removal of Company records or property
- a serious act of insubordination.

(This list is not exhaustive)

If it is confirmed that an employee has committed an act of gross misconduct the normal consequence will be dismissal without notice or payment in lieu of notice.

## Appeals

An employee who wishes to appeal against any disciplinary decision must appeal to their line manager within five working days. The managing director will hear the appeal and decide the case as impartially as possible.

## Grievance procedure

Where you have a grievance relating to any aspect of your employment, you should have no hesitation in raising the matter informally with your line manager.

### Stage 1

If the grievance cannot be resolved informally and you wish to make a formal grievance, this must be set out in writing to your line manager.

### Stage 2

Your line manager will invite you to a meeting to discuss the grievance. You have the right to be accompanied at this meeting by a colleague or by a trade union official. After the meeting your line manager will inform you of the outcome of your grievance.

### Stage 3

If you wish to appeal against the Company's response to your grievance you should contact your line manager within 5 days.

You have the right to be accompanied at this meeting by a colleague or by a trade union official. Where reasonably practical the appeal will be dealt with by a more senior manager than the one who attended the first meeting.

### Company Health and Safety Policy Statement

We firmly believe that adequate provisions for health and safety are essential to working life. The maintenance of healthy and safe working conditions and the prevention of injuries and losses are not only of vital importance to the Company's efficiency and success, but also in the best interests of all our employees and their families.

We therefore aim to:

Ensure that all employees are fully aware of their responsibility for safety and of the safety rules which are relevant to their own jobs provide up to date information about health and safety issues at work.

### Safety

The list of safety rules set out below is not exhaustive and is intended for general guidance only. Some rules will be explained to you by your line manager or by an experienced employee. *If you are unsure about health and safety issues do not be afraid to ask.*

### Do

- Look where you are going and proceed cautiously and carefully at all times.
- Avoid running or rushing about – it's better to be safe than sorry.
- Make sure that you really understand what to do before you operate any piece of equipment or machine, however simple, on your own.
- Make sure that you use proper methods for lifting and handling: keep your back straight: if a piece of equipment is too heavy for you to lift on your own, wait until someone can help you.
- Clean up after you: your untidiness or carelessness may cause injury to someone else.
- Take care at all times for the safety of yourself and others.
- Report any injury, however slight, to your line manager.
- Report hazards

### Accidents – first aid

Any injury requiring treatment should be dealt with by one of the Company's trained first aiders. You should make sure you know who the qualified first aiders in the Company are. If no first aider is available in your area report to your line manager.

### Reporting accidents

You should report any accident, however minor, to your line manager who will ensure that all reported accidents are entered in the local Accident Book. In the event of a serious or notifiable accident or dangerous occurrence, it is essential that the Company Safety Officer is located and advised as soon as possible, in order that suitable action is taken.

## Driving on Company Business

Your role within the company may require you to drive your own vehicle on company business. Any such requirement will be stated in your contract of employment.

At the start of your employment and annually thereafter, if you are required to drive your own vehicle for work, you must provide us with the DVLA check code so that we have proof of your licence details. Any changes to your licence must be reported to your manager immediately. If you lose your licence and driving is considered essential for your job, you may be called to a formal hearing, which may result in your dismissal. If you are using your own vehicle, you are also required to provide evidence of business mileage insurance and your MOT certificate (if applicable).

The following conditions apply to those driving on company business. Drivers must:

- Hold a full driving licence covering the category of vehicle you are using for business use.
- Provide the Company with the DVLA access code, so we can validate your driving licence details at the start of your employment and annually thereafter.
- Always check your vehicle for oil, water, tyre tread and pressure, scratches, etc.
- Ensure that company property is removed overnight and not left on display in the vehicle at any time.
- Never smoke, or allow anyone else to smoke, when driving with a colleague or pupils in the vehicle.
- Ensure that the provisions of the Company's Health and Safety policy, and any policy of insurance relating to the car, are observed.
- Operate the car at all times in accordance with road traffic laws, including, but not limited to, laws prohibiting speeding and the use of mobile phones while driving.
- Be responsible for payment of all fines incurred for traffic offences and parking fines.
- Notify the Company of any accidents you are involved in whilst driving on company business.
- Immediately inform the Company if you are convicted of a driving offence or disqualified from driving.
- Do not drive when overtired or feeling unwell, where the level of concentration may be affected adversely.
- Do not drive when over the legally permitted level of alcohol or under the influence of any drugs prescribed, legal or illegal.

### Accidents

Accidents which take place during working hours and/or whilst driving on company business, must be reported in accordance with the company's Health and Safety policy.

### Maintenance

Your vehicle must be well maintained and roadworthy at all times. Under no circumstances should you drive on company business, or transport colleagues and/or pupils if you are aware of a problem with your vehicle.



**Alcohol  
including prescribed medication**

**and drugs**

You must never drive if you have been drinking alcohol in excess of the legal limit or have taken drugs (illegal, legal or prescribed) which affect concentration, induce drowsiness, or otherwise affect a person's ability to drive safely.

## IT

# Security Policy

### IT Security

Technology is an integral part of our business. However, it also poses risks in terms of data breaches, reputational damage and financial impacts.

Any breach of the IT Security policy will be managed in line with the Disciplinary procedure, with a sanction up to and including gross misconduct (or termination of engagement). We may withdraw your internet and/or email access. Examples of gross misconduct are included within the Disciplinary procedure.

### Use of the Company's Computer Systems

You may use our computer systems, or other electronic devices, for the purposes of our business. To reduce the risk to the Company's systems or network, these may only be accessed from your usual workplace (including your home address where this has been agreed) or other Company premises using authorised equipment, or remotely using authorised equipment via secure means.

You must never access the Company's systems or networks using an unsecure Wi-Fi connection.

### Email use — general

All communications, including email, should reflect the highest professional standards at all times. You should ensure that you check all emails before sending for accuracy and ensure they are being sent to the correct recipient.

All emails should be sent from your own business email address, unless otherwise authorised in the proper performance of a colleague's duties and only for business-related communications. If you receive an inappropriate message, you must delete it immediately and report it. Whilst we have antivirus software, this does not eliminate risk. Be careful when opening unknown emails and report them to line manager if the email is suspicious. You should use password protection of emails where appropriate.

### Emails — personal use and monitoring

The email system is primarily for business use. Any personal emails must be minimal and reasonable and take place mainly outside of normal working hours. Personal emails must not affect job performance or otherwise interfere with the business.

We may monitor Company email and instant messaging systems or a network to see if an email is relevant and appropriate to our business, and in other instances not limited to but including:

- Establishing the facts in an investigation.
- Checking you are following legal and Company guidelines for using the system.
- Checking employees using the system in the course of their duties are in line with contractual requirements, Company policy or data protection rights.
- Investigating or detecting the unauthorised use of the system.
- Preventing or detecting crime.
- Responding to, or reviewing, emails in your absence.

## Internet

## use

Internet use in Company time should be for work-related issues. Reasonable, limited personal use of the internet is permitted. Any unauthorised use of the internet is strictly prohibited, and we may therefore monitor internet usage (including searches made, the IP addresses of sites visited, and the duration and frequency of visits) if we suspect that an individual has been using the internet inappropriately and in a way that is potentially detrimental to the Company, such as:

- Viewing material that is pornographic, illegal, criminal, offensive, obscene, in bad taste or immoral and/or which is liable to cause embarrassment to us, our staff or to our clients/customers or supplier.
- By spending an excessive amount of time creating, viewing or accessing any webpage, or posting, transmitting or downloading any image, file or other information that is unrelated to your employment.
- Engaging in computer hacking and/or other related activities.
- Attempting to disable or compromise security of information contained on our systems or network of those of a third party.

Monitoring may include internet usage at the workplace, internet usage outside the workplace during working hours using Company systems or network, and internet usage using hand-held or portable electronic devices.

You must not publish confidential or sensitive information or use the Company name in any internet posting (inside or outside work) unless it is approved by your line manager. Information posted or viewed on the internet may constitute published material, so check if it is protected by copyright and meets licence conditions.

In some instances, we may block or restrict access to individual websites.

## Internet — personal use

Reasonable personal use of our systems or network to browse the internet is allowed provided that it does not interfere with the performance of your duties and that the terms of the IT Security policy are strictly adhered to. We reserve the right, at our absolute discretion, to withdraw this privilege at any time and/or to restrict access for personal use.

Personal use must meet the following conditions (in addition to those set out elsewhere in this policy): the time spent, and frequency, must be minimal and reasonable and must take place exclusively outside normal working hours, i.e., during lunch or other breaks, or before and after work. The golden rule is that it must not affect the job performance of any member of staff or otherwise interfere with our business. In addition, it must not commit the Company to any costs.

## Passwords and security

You must use passwords on all IT equipment allocated to you. You must keep them confidential and change them regularly. You must not use another person's username and/or password to access our systems or network, nor allow any other person to use your password(s) unless required for business reasons.

## Bring your own device

Before using your device at work to connect to the Company's IT systems and/or to access Company information, you must ensure that you follow Company guidelines by discussing this with your line manager. We accept no liability for use of your own devices at work. All confidential information must be transferred to the Company on leaving employment with us.

## Off-site

## work

Remember that when working off-site, others may be able to view or attempt to access your device. Lock your device when appropriate and do not leave it unattended. Be aware of who can see your screen and avoid using confidential information. You must ensure any internet connection that you use is secure. Your device must be transported securely whilst travelling and should not be left on display in an unoccupied vehicle.

## Social media

Any social media produced in the Company name must be approved by a manager. It must reflect our values and be in our best interests, be grammatically correct, accurate, objectively justifiable, reasonable and appropriate.

Never use your work email address to sign up for personal social media. Please be aware that we may monitor social media use in the same way as we monitor internet usage. Remember that even if you are using social media in a personal capacity, other users who are aware of your association with us might reasonably think that you speak on our behalf. Harassment, bullying or inappropriate behaviour on social media will be dealt with in the same manner as if it had happened in the workplace.

## Data

# Protection Policy

The security and privacy of your data is taken seriously by the Company, but we need to gather and use information, or 'data', about you as part of our business and to manage our relationship with you. The Company is a 'data controller' for the purposes of your personal data. We are committed to complying with all our data protection legal obligations regarding how we obtain, handle, process or store personal data.

Our Data Protection policy applies to current and former employees, workers, volunteers, interns, apprentices and consultants. If you fall into one of these categories, you are a 'data subject' for the purposes of this policy. You should read this policy alongside your contract of employment (or contract for services), our Privacy Notice, IT policy and any other notice we issue to you from time to time in relation to your data. Any breach of this policy may result in disciplinary action being taken up to and including dismissal.

We have taken steps to protect the security of your data in accordance with our Data Protection policy. We train staff about their data protection responsibilities as part of the induction process. We will only hold data for as long as necessary for the purposes for which we collected it.

This policy does not form part of your contract of employment (or contract for services, if relevant) and can be amended by the Company at any time.

### Data Protection Principles

Personal data must be processed in accordance with six 'Data Protection principles'. It must be:

- Processed fairly, lawfully and transparently.
- Collected and processed only for specified, explicit and legitimate purposes.
- Adequate, relevant and limited to what is necessary for the purposes for which it is processed.
- Accurate and kept up to date. Any inaccurate data must be deleted or rectified without delay.
- Not kept for longer than is necessary for the purposes for which it is processed.
- Processed securely.

### How we define personal data

'Personal data' means information which relates to a living person who can be identified from that data (a 'data subject') on its own, or when taken together with other information which is likely to come into our possession. Personal data includes any expression of opinion about the person and an indication of the intentions of us or others in respect of that person. It applies to data stored electronically, on paper or other materials, but does not include anonymised data.

The types of personal data we collect and use about you is included in the Privacy Notice that is issued with your contract of employment.

### Special categories of personal data

These may be processed for monitoring equal opportunities, managing your absence or complying with deductions from payroll, among other reasons. These categories are defined below and are detailed in your Privacy Notice:

- Your racial or ethnic origin.
- Your political opinions.

- Your philosophical beliefs. religious or
- Your trade union membership.
- Your genetic or biometric data.
- Your health.
- Your sex life and sexual orientation.
- Any criminal convictions and offences.

## How and why we Process your Data

'Processing' the data that we hold includes collection, recording, organisation, structuring or storage, adapting, retrieving, disseminating, aligning and also removing or erasing it.

The Company will process your personal data if it is needed to perform the contract of employment (or services) between us or to comply with any legal obligation, or if it is necessary for our legitimate interests (or for the legitimate interests of someone else). The Privacy Notice covers the reasons for collecting and processing your data, and when and who we share it with. We can process your personal data for these purposes without your knowledge or consent. However, we will not use your personal data for an unrelated purpose without telling you about it and the legal basis that we intend to rely on for processing it. We will only process special categories of your personal data in certain situations in accordance with the law.

We do not take automated decisions about you using your personal data or use profiling in relation to you.

## Sharing your Personal Data

Sometimes we might share your personal data with group companies or our business partners, contractors and agents in order to carry out our obligations under our contract with you or for our legitimate interests; these parties are required to hold data legally and confidentially. These parties are detailed in your Privacy Notice.

We do not send your personal data outside the European Economic Area. If this changes, you will be notified of this and the protections which are in place to protect the security of your data will be explained.

## How you should Process Personal Data for the Company

Everyone who works for, or on behalf of, the Company has some responsibility for ensuring data is collected, stored and handled appropriately, in line with this policy and the Company's IT policy.

You should only access personal data covered by this policy if you need it for the work you do for, or on behalf of, the Company and only if you are authorised to do so. You should only use the data for the specified lawful purpose for which it was obtained and follow the following principles:

- Do not share personal data informally; keep it secure and don't share it with unauthorised people.
- Regularly review and update personal data which you have to deal with. Update us if your own contact details change.
- Do not make unnecessary copies or keep personal data. Dispose of any copies securely.
- Consider anonymising data or using separate keys/codes so that the data subject cannot be identified.
- Do not transfer personal data out of the European Economic Area except in compliance with the law and with authorisation of the person responsible for data in the Company.
- Lock drawers and filing cabinets. Do not leave papers with personal data lying about.
- Do not take personal data away from Company premises without authorisation.

- Ask \_\_\_\_\_ for help from the person responsible for data in the Company if you are unsure about data protection or the IT Policy, or if you notice any areas we can improve upon.

## How to Deal with Data Breaches

We have robust measures in place to minimise and prevent data breaches from taking place. Should a breach of personal data occur, please inform a Director immediately and keep any evidence you have in relation to the breach. We will take the appropriate action.

## Subject Access Request (SAR)

Data subjects can make a 'Subject Access Request' ('SAR') to find out the information we hold about them. If you would like to make a SAR in relation to your own personal data, you should make this in writing to the person responsible for data in the Company. We will comply with all legal requirements. If you receive a SAR, please pass it on to the person responsible for data and ensure that you keep any information regarding it.

## Your Data Subject Rights

The law provides clear rights with regard to your data protection; a full list can be found on the Information Commissioner's Office website ([www.ico.org.uk](http://www.ico.org.uk)). This website has further information on your rights and our obligations, and also on the route for you to make a complaint. The following are the key, but not exhaustive, list of rights:

- The right to information about what personal data we process: how and on what basis.
- The right to access your own personal data via a SAR.
- The right to correct any inaccuracies in your personal data, by contacting the person responsible for data in the Company.
- The right to request that we erase your personal data where we were not entitled under the law to process it – or where it is no longer necessary to process it for the purpose it was collected – and have access temporarily restricted. To do this, you should contact the person responsible for data in the Company.
- The right to object to data processing where we are relying on a 'legitimate interest' to do so, and you think that your rights and interests outweigh our own and you wish us to stop, or for use in direct marketing.
- The right to receive a copy of your personal data and to transfer your personal data to another data controller.
- The right to be notified of a data security breach concerning your personal data.
- The right not to give your consent for processing of personal data, or to withdraw this later by contacting the person responsible for data in the Company.

## Review

The Company's Directors are responsible for reviewing this policy. You should direct any questions in relation to this policy or data protection to this person and address any written requests to them.

## Termination of Employment

### Redundancy

As far as the nature of our business allows it is our wish to provide regular employment to our staff. However, the flow of work can be uneven and in certain circumstances redundancy cannot be avoided.

### Consultation in the event of redundancies

- Individual employees as soon as practicable and as fully as possible
- Re-appraising its recruitment policy
- Reducing or eliminating overtime
- Investigating the possibility of re-deployment and natural wastage
- Seeking applicants for early retirement
- Introducing short time working or temporary layoffs.

### Selection for redundancy

Where the above measures fail to prevent a redundancy situation the Company will use objective selection criteria to determine which employees will be made redundant. Examples of criteria the company may use include:

- Skills or experience
- Standard of work performance or aptitude for work
- Attendance or disciplinary record.

### Retirement

For employees who have reached or are approaching retirement, we will support this major change in your life and will develop an individual plan to meet each person's needs. This may include a phased reduction in working hours, financial planning assistance and lifestyle guidance.

### Layoffs and short time working

Although every effort will always be made to ensure full employment, in the event of a temporary shortage of work the Company reserves the right to temporarily lay-off or place on short-time working any employees affected. If you are placed in these circumstances you will be entitled to the statutory guarantee payments for five days of any lay-off in any period of three months.

### Termination of employment

If you wish to resign you must give the required written notice to your line manager. If the Company decide to terminate your employment you will be notified in writing.

Unless your written statement of your main terms and conditions of employment specifies longer periods of notice, the minimum periods of notice are:

Notice to be given by the Company to you: <b>Length of continuous service</b>	Notice entitlement
Less than one full term probation period.	At Employers discretion.
More than probation period	One half term or 6 weeks whichever is the longest





## Codes of Practice

### Confidentiality

We are committed to maintaining the highest degree of integrity in all our dealings with potential, current and past clients, both in terms of normal commercial confidentiality, and the protection of all personal information received in the course of providing the business services concerned.

Staff must not:

- use, copy or disclose confidential information to any third party except to the extent that this is expressly permitted or without the explicit permission of Broadstones or is necessary for its proper operation. This provision will continue to be effective after the termination of the Staff Contract

This obligation of confidentiality will not apply to any such confidential information which is already in the public domain or becomes known from a third party without breach of this or any other obligation of confidentiality or is required to be disclosed by a court of law or any other competent tribunal, government or other authority or regulatory body.

### Ethics

We always conduct our own services honestly and honourably and expect our partners and suppliers to do the same. Our advice, strategic assistance and the methods imparted through our training, take proper account of ethical considerations, together with the protection and enhancement of the moral position of our clients and suppliers.

### Duty of care

Our actions and advice will always conform to relevant law, and we believe that all businesses and organisations, including this consultancy, should avoid causing any adverse effect on the human rights of people in the organisations we deal with, the local and wider environments, and the well-being of society at large.

### Intellectual property and moral rights

We retain the moral rights in, and ownership of, all intellectual property that we create unless agreed otherwise in advance with our partners. In return we respect the moral and intellectual copyright vested in our partners intellectual property.

### Quality Assurance

We maintain the quality of what we do through constant ongoing review with our partners, of all aims, activities, outcomes and the cost-effectiveness of every activity. We encourage regular review meetings and provide regular progress reports. This consultancy has been accredited under a number of quality assurance schemes. Further details are available on request.

### Professional conduct

We conduct all of our activities professionally and with integrity. We take great care to be completely objective in our judgement and any recommendations that we give, so that issues are never influenced by anything other than the best and proper interests of our partners.

## Behaviour

You are expected to behave in a professional manner at all times. This includes in the classroom, at schools, sports clubs and especially while wearing company badged clothing.

## Departmental Expenditure

You may be requested to purchase resources for your department using school funds.

- You must always provide a receipt, (money will not be reimbursed without a recognised receipt)
- Never use your own funds, debit or credit card for any purchase for the school
- All transactions must be approved by your line manager

Petty cash is for the purchase of day to day items such as milk, bread etc please refer to preferred suppliers list. The company provides a basic allowance for tea/coffee, which includes staff. Should staff wish to purchase branded items or additional supplies such as pastries, they must use their own personal funds

Budget requests for school resources must be submitted to the bursar for approval.

## General expenses

The company will reimburse employees for reasonable out of pocket expenses subject to completion of an expense form submitted alongside valid receipts. Submission must be within 2 months of the expense being incurred. Expenses will be authorised and paid normally in the next salary payment due to you. Expense payments may be deferred to enable any queries to be raised on any particular claim.

## Mileage

Where you are required to drive on company business, you will be eligible to claim a mileage allowance in accordance with current HMRC guidelines (currently 45p per mile up to the maximum of 10,000 mile per year). Mileage payments are subject to submission of accurate records showing business journeys including start and end point, dates, vehicle registration, and the reason for the journey. Mileage cannot be claimed from your home address to your normal place of work.