



**ECONOCOM LIMITED**  
**EMPLOYEE HANDBOOK**

**Econocom Ltd**

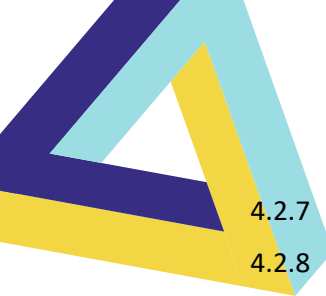
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## Contents

1	INTRODUCTION.....	5
1.1	Welcome to Econocom.....	5
1.2	Company Mission.....	5
1.3	Values.....	5
1.4	General information.....	6
1.5	Econocom and its Employees .....	6
2	STANDARD CONTRACTUAL TERMS AND CONDITIONS OF EMPLOYMENT .....	7
2.1	Contract of Employment.....	7
2.2	Qualifications and Experience.....	7
2.3	Job Description.....	7
2.4	Work Permits .....	7
2.5	Induction .....	8
2.6	Dress Code .....	8
2.7	Place of Work.....	8
2.8	Hours of work.....	8
2.9	Probationary period.....	8
2.10	Remuneration .....	9
2.11	Overtime .....	9
2.12	Holidays.....	9
2.12.1	Contractual Holiday Entitlement .....	9
2.12.2	Holiday Entitlement .....	10
2.13	Sickness Reporting and Sick Pay .....	10
2.14	Pandemic Flu Leave.....	12
2.15	Notice Periods.....	12
2.15.1	Length of Notice Period .....	12
2.15.2	Giving Notice.....	13
2.15.3	Gardening Leave .....	13
2.16	Retirement .....	14
2.17	Duty of Confidentiality .....	14
2.18	Conflicts of Interests .....	15
2.19	Code of Conduct.....	15
2.19.1	Purpose of the Code.....	16

2.19.2	Zero Tolerance .....	16
2.19.3	Breaches of the Code .....	16
3	EMPLOYEE BENEFITS .....	17
3.1	Private Medical Insurance & Dental Cover .....	17
3.2	Permanent Health Insurance (PHI) .....	17
3.3	Accident cover.....	17
3.4	Life Assurance .....	18
3.5	Group Pension Plan.....	18
3.6	Eyesight Testing .....	18
3.7	Ride to Work Scheme.....	19
3.7.1	Scheme.....	19
3.7.2	Salary Sacrifice .....	19
3.8	Statutory Benefits .....	20
3.9	Company Salary Related Benefits .....	20
4	POLICIES & PROCEDURES.....	21
4.1	General Policies.....	21
4.1.1	Working Time Regulations .....	21
4.1.2	Attachment of Earnings .....	21
4.1.3	Data Protection Law GDPR.....	22
4.1.4	Security in the Workplace .....	24
4.1.5	Smoke free Policy.....	25
4.1.6	Health & Safety Policy.....	26
4.1.7	Alcohol and/or Drug Abuse.....	28
4.1.8	IT and Communication Policy.....	30
4.1.9	Equality and Diversity Policy .....	32
4.1.10	Environmental Management Policy Statement.....	34
4.2	Working for Econocom .....	35
4.2.1	Property .....	35
4.2.2	Disciplinary Policy .....	35
4.2.3	Grievance Policy.....	41
4.2.4	Statutory Leave Entitlements.....	42
4.2.5	Other Time off Work .....	49
4.2.6	Expenses & Travel Policy.....	50



4.2.7	Driving Licence .....	50
4.2.8	Opportunities and Development .....	50
4.2.9	Personal details .....	51
4.2.10	Tax and National Insurance information .....	52
4.3	Leaving Econocom .....	52
4.3.1	Leaving formalities .....	52
4.3.2	Redundancy.....	53

## 1 INTRODUCTION

### 1.1 Welcome to Econocom

Econocom, has established itself in the highly competitive market by being clear in its philosophy and objectives. We make digital transformation happen for companies and public organisations. We help our clients get the most of digital by focusing on users as the starting point for their digital transformation journey.

### 1.2 Company Mission

Econocom aims to bring efficient and responsible digital solutions to users while creating a positive impact.

### 1.3 Values

Our corporate culture and our commitment to creating a favourable environment for innovation for our clients are based on values which underpin our actions and success.

#### ➤ **Boldness**

- Enjoying the risk of entrepreneurship, striking out into uncharted territory, innovating
- It means being daring, overcoming your fear so you can build something useful

#### ➤ **Good Faith**

- It's saying what you mean and meaning what you say
- It's moving forward together in the same direction, building, adjusting
- It's adhering to the spirit of the contract and not resorting to its black letter

#### ➤ **Responsiveness**

- It means moving fast so we can keep pace with our new clients
- Reacting quickly to the messages we receive
- It's about learning from your mistakes and bouncing back

An essential part of our business is to stay close to our customers. This enables us to provide them with quality service support and to identify exactly what their needs are.

We are very pleased to welcome you to Econocom and hope that your time with us will be a long and successful one. We hope through our company, you will reach your goals and help us reach ours!

## 1.4 General information

This employee handbook has been designed to help new and current employees familiarise themselves with Econocom Limited ('Econocom' or the 'Company') policies, procedures and business culture. It is important that employees carefully read and understand its contents. Other aspects of employment with the company which do not appear should be addressed with your manager or the HR Department.

The handbook will apply to all employees unless they are excluded or exempted by name, group, department, status, class or other non-discriminatory method. The handbook is not a Contract of Employment, but should be read in conjunction with the Contract. If there is a difference in the terms contained in this handbook and those in the contract of employment, the information in the contract will prevail except in the case of current legal requirements.

This edition of the handbook is effective from 01<sup>st</sup> January 2021 and replaces earlier handbooks issued by Econocom. It will remain in effect until amended or revised. Econocom reserves the right to amend or revise these provisions or produce additional provisions from time to time. We will always try to give employees notice when a policy or benefit is expected to be changed. However, the Company may choose for its own reasons at any time and with no prior notice to change, suspend, delete, add, remove or otherwise modify any or all content in this manual to meet legislative, economic, financial or other conditions as needed. The regulations and benefits required by law will always remain in force. In addition, any provision in this employee handbook found to be unenforceable or invalid, it will not invalidate the entire Employee Handbook, but only that particular provision.

## 1.5 Econocom and its Employees

Econocom Limited would like to welcome you to our family of employees. You are the most important asset we have. We depend on each employee to provide the best products, services and customer care as possible. This manual will help you understand the rules and policies which helped get us to where we are today. For years we have made business decisions necessary to ensure our success. The most recent decision was hiring you, and we are certain we made the right choice.

We try to avoid establishing rigid rules and regulations to control employee behaviour. Rather, we believe everyone likes to be treated with maturity, respect and courtesy, so we ask you to behave in the same way when you deal with your fellow workers.

The first link between you and Econocom is your manager. They will give you the information that you need to get started as an employee, it is also expected that you will use your common sense and ethics in the work place until the handbook is reviewed. Your manager is also interested in responding to your recommendations and suggestions for improving safety, efficiency and operations. Co-operation and mutual understanding between you and your manager are essential for job satisfaction and performance. Feel free to discuss your suggestions, ideas and recommendations. An important part of the manager's role is to help you to do your job in the best and most effective way.

## 2 STANDARD CONTRACTUAL TERMS AND CONDITIONS OF EMPLOYMENT

### 2.1 Contract of Employment

A full Contract of Employment will be issued to each employee at the time of the offer of employment. Two copies of each Contract will be issued, which have been signed on behalf of Econocom, and which will detail each employee's specific terms and conditions of employment. Both copies should be signed and one returned to the HR Department .

### 2.2 Qualifications and Experience

Each employment and continued employment is conditional upon the employee having and retaining all the educational, vocational, professional and any other appropriate qualifications and work experience that was stated on the employee's CV or at the interview. Depending on the circumstances, Econocom reserves the right to terminate the employment if it becomes apparent that the employee does not have the said qualifications or experience. All employees may be required to provide the originals of any examination or professional qualification certificates on request, with reasonable notice. Any loss of, or changes to the qualifications, driving licence etc. should be notified to the HR Department.

### 2.3 Job Description

A Job Description is issued as part of the initial job offer for the employee to fully understand his/her role within the Company. This may be revised from time to time in line with any changes in the employee's position. Job Descriptions also help to clarify standards of performance and will be used as a guideline during bi-annual appraisal reviews.

### 2.4 Work Permits

Any employment offer made by Econocom is contingent upon you obtaining and maintaining the right to work and reside legally in the UK. You are required to notify us immediately if your immigration status changes after you have submitted your application. For both temporary and permanent roles you will be asked to provide evidence of your right to work during the early stages of the application process and you must maintain and be able to demonstrate your right to work throughout the duration of your employment.

If an employee is unable to confirm their right to work and reside legally in the UK when reasonably requested to do so, or should the employee have these rights revoked, the company reserves the right to terminate the contract of employment subject to the Company's disciplinary and dismissal procedures.



## 2.5 Induction

All employees will receive a full induction on commencement of employment. The objective of the induction is to ensure that they are adequately prepared to take on the responsibilities of their position. Employees will be taken through a tailored induction relevant to their position.

## 2.6 Dress Code

Econocom believes that your pride in both yourself and the Company is reflected in your appearance and in the image you create. We feel that our business image is important and, therefore, request that our employees maintain standards of dress and appearance appropriate to both the organisation as a whole and your individual position responsibilities. Dress, grooming, personal cleanliness and professional behaviour standards contribute to the professional image we strive to present to our customers and visitors. Therefore, while performing duties for the Company, employees are expected to dress in attire appropriate to the business environment and to behave in a professional manner at all times to best represent our business.

## 2.7 Place of Work

Econocom's main UK offices are based in Richmond and Birmingham. The Company however reserves the right to require an employee to relocate to another location, either on a temporary or permanent basis, upon being given appropriate and reasonable notice.

## 2.8 Hours of work

The normal offices working hours are from 09:00 to 17:30 Monday-Thursday & 09.00 to 17.00 on Friday, with an unpaid lunch break of one hour, Monday to Friday (unless the contract states otherwise). The timing of a lunch break should be agreed with the employee's manager but should normally be between the hours of 12.00 and 14:00. Employees are expected to adhere to these times. Persistent poor time keeping may lead to disciplinary action.

## 2.9 Probationary period

All employees are appointed on an initial probationary period which is stated in their contract of employment. This is a period of time for the new employees to demonstrate their ability to do their job. The satisfactory completion of an employee's probationary period will be confirmed in writing, after the completion of an initial review.

Your probation may be extended by a maximum of 3 months if your performance, conduct or your attendance record is, in the opinion of the Company, unsatisfactory or the Company has any other concerns about your suitability for the role.

During the probation period, an employee's employment may be terminated by one weeks' notice in writing, by either party subject to the Company's disciplinary and dismissal procedures.

**2.10****Remuneration**

All new employees are advised of their salary in their Contract of Employment and will be advised in writing of any changes in salary. Salaries are paid monthly in arrears, by credit transfer to an UK bank account on or before the 20th of each month. It is the employee's responsibility to notify the Company of any change in bank details.

Salary for the month of joining or leaving is calculated on a pro rata basis by reference to the number of working days in the year. Should the employment be terminated, any money owed to the employee will be paid in the usual way, normally on the 20<sup>th</sup> day of the month in which the employee's employment terminates.

The Company reserves the right to deduct any overpayment whatsoever, which may include but is not restricted to, holiday taken in excess of entitlement, damage or loss to company property or stock, loans or salary overpayment due to an error on the part of the Company and any other money owed to the Company. In general, deductions will only be made after reasonable consultation with the employee.

**2.11****Overtime**

It is expected that an employee may work reasonable amount of overtime when requested. Some employees are eligible to receive overtime compensation, this will be outlined in their Contract of Employment. Any overtime must be agreed and validated by your manager in advance.

Employees are encouraged to take time off in lieu rather than claim overtime payments. One hour's overtime equals one hour in lieu. Employees can't accrue more than two days' time off in lieu in any one month. Arrangements for taking time off must be agreed with the employee's manager.

**2.12****Holidays****2.12.1 Contractual Holiday Entitlement**

The holiday year runs from 1<sup>st</sup> January to 31<sup>st</sup> December. Holiday entitlement should be taken in the year in which it accrues. In addition to the normal UK public holidays, each full time permanent employee is entitled to 25 days holidays per year, based on a full 12 months service. Thereafter, the annual holiday entitlement will increase by one day per completed year of service, up to a maximum of 30 days holiday entitlement.

Holiday must be taken in the year for which it has been granted and may not be accumulated. A maximum of five days of any unused entitlement may be carried forward to the next holiday year, but only in exceptional circumstances and with the approval of the manager. These carry over days will have to be taken by 31st March of the next calendar year. Employees joining after 15th October may carry forward their full holiday entitlement for that period to the new holiday year.

All holidays must be agreed with the employee's manager in advance, via G Gate and they have the authority to refuse holiday requests according to the business needs, authorisation will not be unreasonably withheld. The request for unpaid leave will only be considered in the event that the employee has taken all of the annual entitlement, and the decision will be at Company discretion.

In the case of long term sick leave, the employee will cease to accrue contractual holiday entitlement after the first three continuous months of absence, although statutory holiday entitlement will continue to accrue.

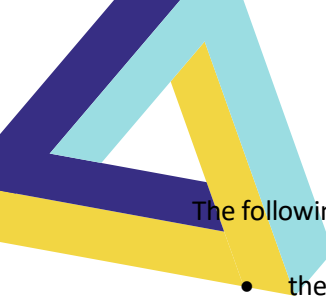
### 2.12.2 Holiday Entitlement

Holiday entitlement is earned on the basis of length of continuous employment with the Company, from the date of employment at the rate of 2.08 days per month until the end of the holiday year. No holiday may be taken during the first three months of employment, unless with prior agreement of the manager, although holidays will be accrued during that period. Employees who have completed less than six months service at the start of a new holiday year will be entitled to 25 days holidays for that year. Those who have completed over six months with the Company will be entitled to 26 days holidays in the new holiday year. No payment will be made in lieu of holidays not taken other than on termination of employment, when an employee will be paid in lieu of any holiday accrued in that holiday year but not taken. In this case, if an employee has taken in excess of the employee's entitlement, one day's pay for each day taken in excess will be deducted from the employee's payments on termination. If an employee had not taken all of the employee's entitlement for that holiday year, the employee will be paid in lieu as part of the employee's payment on termination. The company reserves the right to elect whether any outstanding entitlement is taken or not during the notice period, particularly where employees are not required to attend work for much (or any) of their notice period. Where the employee gives insufficient notice, accrued holiday entitlement will be paid at the Company's discretion only.

### 2.13 Sickness Reporting and Sick Pay

This policy deals with sick pay, reporting sickness absence and how we manage sickness absence. Failing to report absence under this policy or falsely claiming sick pay will be treated as misconduct. This policy does not form part of your contract of employment and we may amend it at any time. This policy is applicable to all employees.

When you are unable to come to work because you are sick or where you have suffered an injury it is important that you telephone your line manager as early as possible and within 30 minutes or as soon as reasonably possible of your normal start time. This must be done each day of the absence in the first week, with continuing absence being notified at least weekly thereafter. If an employee is genuinely unable to telephone personally, a relative or friend should be asked to call the Company. Please note that it is not appropriate to send a text message to the line manager informing of absence.



The following information must be provided:

- the reason for the absence.
- the expected duration of the absence.
- any alternative address or contact telephone number that the employee might use during the absence.

A self-certification form of absence must be completed on return to work and given to the HR Department. Should the absence for medical reasons last for seven or more consecutive calendar days, the employee is also required to produce a relevant GP's medical certificate, called a fit note, which will state why you are not fit for work ( you will also have to complete a self-certification for the first seven days). If your sickness absence is going to continue when the fit note or GP's certificate expires, it is your responsibility

to provide us with a new certificate covering your continued absence. Where your GP provides a fit note stating that you 'may' be fit for work, it is important that you tell your manager. We can then discuss with you arrangements for your return to work. Where, for whatever reason, appropriate steps cannot be taken so that you can return to work, you will remain on sick leave. The position will be reviewed at an appropriate interval.


Failure to complete the self-certification form, frequent or unexplained or unsatisfactory reasons for absence may result in loss of pay and disciplinary action. The Company reserves the right to seek medical advice from the employee's GP or to obtain an independent opinion on an employee's condition at any time. Any refusal to attend a medical examination in such circumstances or refusal to allow relevant medical information to be released to the Company may result in disciplinary action, subject to full investigation. Similarly, any false statement made by an employee on a self-certification form or other form of advice may lead to disciplinary action. The Company also reserves the right to require a GP's certification to support a self-certification form after four forms have been submitted by an employee within a twelve month period.

At complete management discretion and taking into account all relevant circumstances, the Company may continue to pay the equivalent of the employee's basic salary during periods of sickness absence, inclusive of Statutory Sick Pay if applicable, although this is primarily intended to cover cases of serious illness and not short term sick leave. If your leave qualifies for Statutory Sick Pay only, this will not be paid during the first three days of sickness absence and is payable up to a maximum period of 28 weeks.

An employee is not entitled to receive company sick pay whilst under notice of termination, regardless of who gave notice.

In the event that an employee falls ill during a period of holidays, and at Company discretion, the employee may be able to reinstate the days off sick providing he/she produces a medical certificate for this period.

When you have been absent with illness, your line manager may hold a return-to-work interview with you. The reason for the meeting is to check that you are fit enough to return to work and consider whether there



are any steps that could be taken to facilitate this. It is also our opportunity to speak with you about any issues regarding your absence record.

## **2.14 Pandemic Flu Leave**

In the event of a pandemic flu outbreak, as declared by management, in conjunction with the following Pandemic Flu Leave policy applies to all employees. This leave policy is above and beyond what is provided under the Company's annual leave and sick leave policies. Employees who qualify for Pandemic Flu Leave will not be required to use annual leave or sick leave.

### **Confirmed Infection**

Employees who are absent due to a confirmed pandemic flu infection will receive full pay for their normally scheduled work hours until a GP has authorised their return to work. Each employee using Pandemic Flu Leave will be required to provide written documentation from a GP. If the illness extends beyond 26 weeks, employees are eligible for the Company's Permanent Health Insurance as outlined in this handbook.

### **Suspected Infection**

If you suspect that you have the flu, or you are asked to leave work due to symptoms and you are subsequently found to be free of the virus, you will be paid in full for your normally scheduled work hours to cover the time it took for the medical testing. You will be required to provide a fit for work notice to return to work.

### **Immediate Family Member Infection**

This leave policy applies to the employee's own illness or for the employee to care for an immediate family member. The employee will receive full pay for normally scheduled work hours. A written GPs notification will be requested confirming that the pandemic flu is the reason for the absence.

Abuse of this policy will result in disciplinary action. The Company reserves the right to revise this policy without notice due to changing pandemic conditions.

## **2.15 Notice Periods**

### **2.15.1 Length of Notice Period**

During the first four weeks of employment, no notice is required by either party to terminate employment, and for the remaining duration of the probationary period, one week's notice in writing is required by both parties. Employees who have successfully completed their probationary period are required to give four weeks' notice in writing to terminate their employment.

Following the successful completion of the probationary period and at any time up to 5 years' completed service, employees are entitled to receive written notice from the Company of four weeks. Employees who have been continuously employed by Econocom for 5 or more years are entitled to receive a

minimum period of one week's notice for each year of service up to a maximum of twelve weeks' notice after twelve years' continuous service.

Certain employees may be required to give and be entitled to receive a different period of notice than the one set out above. This will be specified in the employee's Contract of Employment.

<b>Completed Service</b>	<b>Notice Period from the Company</b>
After probation period	Four Weeks
5 years up to 12 years	One week per year of service (up to a max of 12 weeks)

### **2.15.2 Giving Notice**

Any notice given by an employee as set out in their Contract of Employment should be handed in writing to the employee's manager and the HR Department. The letter should be dated and the proposed leaving date should be clearly indicated. Employees are expected to work their notice period. However, the Company reserves the right to alter an employee's duties during the notice period. Early release may be requested by an employee and, providing the Company agrees, the employee will receive a salary payment to the last day worked only.

The notice given by the employer to an employee will be in writing and will be handed to the employee in person or sent to the home address of the employee. In the event that the notice is sent to an employee by post, it will be deemed to have been received by the employee the second day after posting.

In certain circumstances, for example where gross misconduct is proved, the Company reserves the right to dismiss summarily an employee without notice or payment in lieu of notice. Full details are outlined in the Disciplinary Policy.

The Company reserves the right to pay in lieu of notice in certain circumstances. Such payment will be subject to tax and National Insurance deductions.

### **2.15.3 Gardening Leave**

After giving your notice, the company may require the employee to be away from the workplace during the whole notice period. During this gardening leave the company is under no obligation to provide work or assign any duties to the employee for the whole part of the employees notice period.

Placing an employee on garden leave in the UK often involves asking the employee:

- Not to perform any service for the company;
- Not to attend the premises;
- Not to use company equipment; and
- Refrain from business contact with customers, suppliers and other employees.

Despite being placed on gardening leave, you are still employed and will continue to receive salary and contractual benefits in the usual way. The terms and conditions of your Contract of Employment will still be valid until your official leaving date.

During your gardening leave you will not be permitted to work for another employer, act in a self-employed capacity or do anything contrary to the employer's business interests. You must be available for the employer, for example, if a manager has some queries or needs help with the handover.

## **2.16 Retirement**

Following the removal of the default retirement age with effect from 1 October 2011, Econocom Limited will not assume that employees will retire at any specific age and consequently line managers will need to talk to employees to understand their intentions. If employees wish to retire they should resign in the normal way.

Employees in the Econocom Pension scheme should notify the HR Department at least three months in advance of intended retirement so that a pension quotation may be prepared. All benefits will cease on retirement, except for any entitlement due under a pension scheme.


## **2.17 Duty of Confidentiality**

During or after termination of employment for whatever reason, an employee must not use, divulge or communicate to any person or company, any confidential or proprietary information of the Econocom group which is not known by competitors or within the company's field of business.

This confidential information includes, but is not limited to: data relating to the Company's marketing and servicing programs; procedures and techniques; the criteria and formula used by the Company in pricing its products and services; the structure and pricing of special packages that the Company has negotiated; lists of customers and prospects; the identity, authority and responsibilities of key contacts at Company accounts; the risks inherent in their operations; sensitive details concerning the structure, conditions, and extent of their existing products and services; contract expiration dates; commission rates; service arrangements; proprietary software, Web applications and analysis tools. This confidential Information is a valuable asset of the Company, developed over a long period of time and at substantial expense.

To protect the Company's interest in this valuable asset, you must

- not use any such confidential information for your personal benefit or for the benefit of any person or entity other than the Company.
- use your best efforts to limit access to such confidential information to those who have a need to know it for the business purposes of the Company.



In addition, you should minimise the occasions on which you take documents, pc removeable disks, or a laptop containing such confidential information outside the office. On those occasions where it is necessary, consistent with the best interests of the Company and doing your job effectively, all appropriate precautionary and security measures should be taken to protect the confidentiality of the information.

In the event that the employee is engaged in confidential work within the Company, the employee must not divulge such confidential information to other employees who are not entitled or required to receive it in order to complete their duties.

This restriction shall continue to apply after termination of employment without time limit and after the employment has ended, the employees must not represent themselves as being connected with the Company. During the employment, any abuse by the employee of confidential company or client information will be considered as serious or gross misconduct and may lead to summary dismissal, subject to full investigation via the Company's disciplinary and dismissal procedure.

Finally, the employee shall not, without the consent in writing from the Managing Director, publish technical articles or literature (apart from within the Company) where this relates to the business of the Company or Group. Further requirements relating to confidentiality may be presented within the Contract of Employment, and employees should refer to their individual contract for further information or clarification.

## **2.18 Conflicts of Interests**

All employees have a duty to further the Company's aims and goals, and to work on behalf of its best interest. In order for Econocom to conduct its business in an ethical and effective way, it is essential that employees do not have any personal interests that would conflict with those of the Econocom Group. Employees should not place themselves in a position where their actions or personal interests may be in conflict with those of the Company, either directly or indirectly, whether financially or otherwise, in any business other than that of the Company, without the consent in writing of the Managing Director. This does not apply to non-executive shareholder or debenture holders of a company. All should be declared to the Managing Director at the earliest opportunity during the employment relationship to enable appropriate investigation regarding risk to the Company.

## **2.19 Code of Conduct**

Econocom expects the highest ethical standards from its employees when carrying out its business. This Code of Conduct (the Code) sets out those standards by which all employees are bound. It provides guidelines on the required behaviour in a wide range of situations, including social events and out of hours activities that directly reflect on Econocom. It also refers to the relevant supporting policies in the employee handbook. It is the responsibility of all employees to familiarise themselves with the details of the Code and its guidance. If any employee has any queries or concern about how they should behave, they should contact the HR Department. The Code applies to all employees, temporary staff, agents and contractors.

### 2.19.1 Purpose of the Code

The Code describes the principles by which Econocom expects its employees to conduct its business. The Code deals with a wide variety of issues and situations relating to workplace conduct.

This Code of Conduct sets out principles by which Econocom is bound. These principles are as follows:

- We comply with laws and regulations.
- We reject bribery and corruption and avoid being compromised by gifts and entertainment. See Anti Bribery and Corruption Policy **Appendix 1** of this handbook.
- We avoid conflicts of interest.
- We respect the confidentiality of personal and corporate information.
- We promote diversity and equality and treat people fairly and with respect.
- We maintain a safe and healthy environment for people to work in and are proactive in managing our responsibilities to the environment.
- We support those who have any suspicions of any misconduct, malpractice, illegal or unethical behaviour and report their concerns in confidence to the appropriate channels.

The principles are outlined in more detail in the Code. Several of the principles and standards outlined in the Code are supported by more detailed specific policies throughout the employee handbook.

### 2.19.2 Zero Tolerance

While this Code gives guidance to employees in certain situations, there are specific areas where Econocom has a policy of zero tolerance. These are:

- unsafe, illegal or unethical working practices
- violence and aggression
- discrimination, bullying and harassment
- bribery and corruption
- retaliation or action against anyone who speaks up and, in good faith, reports a wrong doing.

### 2.19.3 Breaches of the Code

This Code has been drawn up to provide guidance on conduct for staff of Econocom. For the avoidance of doubt, it is not a contractual document and Econocom reserves the right to amend it at any time. The Code will be subject to regular review, particularly in the light of new and relevant legislation. Any breach of the Code will be considered a disciplinary matter, which could result in disciplinary up to and including dismissal.

## 3 EMPLOYEE BENEFITS

### 3.1 Private Medical Insurance & Dental Cover

Employees have the option of free membership of the Company's Private Medical Insurance with Vitality Health and Dental with BUPA. These policies are designed to provide access to private medical treatment and dental treatment. New members are required to complete an application form, which is available once the probation period has been passed.

Full details of these benefits and the claim process are included in the benefit information, issued to all eligible employees. By payment of an additional premium, all employees have the opportunity to cover members of their immediate family. Please contact the HR Department for further details

Private Medical Insurance is regarded as a benefit in kind by HMRC and in most cases is liable to tax. Should this be the case, the total cost of the cover by employee (excluding family) will be reported on the P11d of the relevant tax year, copy of which will be given to the relevant employee.

### 3.2 Permanent Health Insurance (PHI)

All employees are automatically covered by this policy on joining the Company subject to acceptance by the insurance provider. It is designed to protect an employee's income in the event of long term illness. Should an employee be absent from work for 26 weeks, the policy comes into force. This insurance is designed to provide the employee with a gross income equal to 67% of the gross basic salary, less incapacity benefits. The policy covers the employee until their return to work, termination of employment (irrespective of which party gave notice and subject to Company's dismissal procedures or retirement, whichever is the sooner.

In the event that an employee is ill, a claim form will be completed by the Company and passed to the insurer, who may ask the employee to attend a medical examination or may wish to obtain medical records from the employee's GP.

Any benefit received under this scheme is paid monthly in arrears through the Econocom payroll and is subject to tax and National Insurance deductions. This benefit is currently treated by the HMRC as a continuation of salary and therefore taxed as earned income. An employee's membership of the Group Pension Plan continues whilst in receipt of benefits from the PHI scheme.

### 3.3 Accident cover

All Econocom employees are covered by a personal accident insurance group wide policy in respect of accidental injury occurring during business travel. Employees should contact HR Department in the event that a claim needs to be made against this policy.

### 3.4 Life Assurance

All employees are covered by a life assurance benefit equal to four times their annual basic salary, which will be paid as a lump sum to their nominated beneficiaries in the event of their death while still employed by the company. This payment is tax free and does not form part of their estate for Inheritance Tax purposes. Please note that there is a maximum salary amount that can be covered in this way, which is limited by the HMRC. Benefit in excess of the maximum will be used to purchase a pension for dependants.

A nomination form is enclosed in new employees Starter's Pack. All employees need to complete this form and return it in a sealed envelope to the HR Department. This will guide the trustees as to where to pay the lump sum in the event of an employee's death. The nomination form can be updated at any time by simple request to the HR Department.

### 3.5 Group Pension Plan

The Company operates a Pension scheme providing retirement benefits. Although membership is voluntary, employees are strongly advised to participate to gain benefits or have alternative arrangements to ensure they make adequate provision for their retirement.

Under this scheme, the Company will make an annual contribution of 5% of the employee's annual pensionable salary, providing the employee's contribution is a minimum of 4%.

Contributions are deducted monthly via payroll (as indicated on the monthly payslip) and transferred to the employee's Group Personal Pension Plan under this scheme. Membership is available on completion of the probationary period, at which point further information will follow from the HR Department.

### 3.6 Eyesight Testing

As part of Econocom's commitment to promoting the health of its employees, a procedure has been developed to ensure safe working practises are followed throughout the Company when Display Screen Equipment (DSE or VDU) is used. Employees who are experiencing discomfort when working with DSE should contact their manager immediately, in order to assess their workstation and make the necessary improvements.

The Health and Safety (Display Screen Equipment) Regulations 1992 requires employees who are regular users of DSE to be informed of their entitlement to have an eye test and, where necessary, to be provided with corrective appliances.

Eye Examination Vouchers are available on request to the HR Department. They will cover the full cost of a complete eye and eyesight examination when presented at any of the major UK opticians. The optician will record the results of the eye examination on the VDU Certificate of Recommendation, copy of which should be given to the HR Department.

In the event that spectacles are required solely or primarily for VDU use, the Company will reimburse up to £75 towards the cost of single-vision spectacles. Additionally, where an employee generally wears spectacles but the incorporation of a special prescription for VDU use is required, then the Company will reimburse up to £50 towards the cost. This cost will have to be claimed on your expense claim. The HR Department will guide you through the process.

The Company will not pay for general-purpose spectacles as they are not required solely for VDU purposes, or for any tints or lens coatings or special frames.

### 3.7 Ride to Work Scheme

#### 3.7.1 Scheme

The Cycle Scheme enables employees to purchase a bicycle, accessories and safety equipment, to use for at least some of their travel to work, by way of a salary sacrifice scheme. This enables the employee to make savings by reducing their Income Tax and National Insurance liability.


Econocom purchases the bike and loans it to the employee for a period of 12 months. During this period the employee repays the employer by way of a monthly deduction from their gross salary. The bike and goods remain the property of Econocom until the hire period finishes. If the employee leaves the company the remainder of the outstanding hire amount must be paid in full.

Econocom recognises it has a responsibility to contribute towards tackling climate change. It is also committed to encouraging its workforce to improve their health through increased fitness. Econocom has identified that by offering the cycle to work scheme to employees it is supporting both these aims along with offering employees a benefit that allows them to make a financial saving on a purchase that will enable them to reduce their carbon footprint and improve their level of fitness.

The scheme is open to all full and part-time paid employees whose term of employment has more than the period 12 months to run. A bike purchased under the scheme should be used for at least 50% of the journeys an employee travels to and from work. However, there are no requirements for the employee to cycle to work for a specified number of days throughout the year and there is no requirement from HM Revenue & Customs for employees to record their journeys. Employees can use the bike for leisure at weekends and on holiday.

#### 3.7.2 Salary Sacrifice

Cycle to work operates as a 'salary sacrifice' employee benefit. This means that the employee agrees to give up part of their salary in exchange for a benefit – in this instance the benefit is a bike and/or accessories. The salary sacrifice is taken from their gross salary (before tax) which means that the employee will pay less Income Tax and National Insurance (NI) and that the employer will reduce their National Insurance Contributions (NICs) bill.



The sacrifice is achieved by varying the employee's terms and conditions of employment relating to pay. Employees can spend up to £1,000 (inc VAT) to purchase a bike, safety equipment and accessories. The retailer used by Econocom for the Ride to Work Scheme is Evans Cycles <https://www.evanscycles.com>. Please contact the HR Department for more information on how to apply for this scheme.

When entering a salary sacrifice scheme arrangement to replace part of cash pay with a benefit that is tax and NIC's exempt, it is essential for the employee to understand what the sacrifice will mean in practical terms with regards to their financial situation.

### 3.8 Statutory Benefits

Employees should be aware that a reduction in their pay via a salary sacrifice scheme may affect their entitlement to Working Tax Credit, Child Tax Credit, State Pension and other benefits such as Statutory Maternity Pay. The entitlement to and the level of these benefits are provided according to the level of NIC's that the employee has contributed to. With the salary sacrifice scheme, employees will pay less NIC's as their salary will be reduced. This is why any employee wishing to join this scheme needs to be fully aware of the impact it can have on their earnings.

### 3.9 Company Salary Related Benefits

With regards to employee benefits and salary-related items provided by Econocom, the salary before the Ride to Work reduction ("notional salary") will be used to calculate the employee's entitlement, such as for bonuses, redundancy payments, pension plan contributions, life assurance, income protection, etc. To confirm, all employer statutory payments, such as Statutory Sick Pay and Statutory Maternity Pay, will however be based on the post-sacrifice earnings.

These employee benefits schemes will cease on termination of employment. Further details will be issued to the employees during their notice period.

## 4 POLICIES & PROCEDURES

### 4.1 General Policies

#### 4.1.1 Working Time Regulations

Under the Working Time Regulations 1998, employees have been provided with certain entitlements and protection against adverse treatment. The main areas and provisions of the Regulations are as follows:

- A maximum working week averaging no more than 48 hours (including overtime) over a 17 week period. Any Econocom employee has the option to opt out of the 48 hours limit, by giving 3 months' written notice. Similarly, an employee can opt back into it by giving 3 months' written notice. Under no circumstances will an employee be discriminated against, in any way, for declining to opt out of the 48 hours limit.
- A daily rest period of 11 consecutive hours in each 24 hour period.
- A daily rest break of a minimum of 20 minutes during working hours if an employee works longer than 6 hours. Most individual contracts of employment specify a one hour lunch break per working day for full-time employees. Part-time employees may have a shorter lunch break, depending upon their own working pattern, and this will be specified in the Contract of Employment.
- An annual holiday entitlement of 20 days including public holidays. In some cases, slightly different entitlements may apply (e.g. to part time employees), which are detailed on the individual Contract of Employment.

#### 4.1.2 Attachment of Earnings

An Attachment of Earnings occurs when a person fails for whatever reason to pay a debt within an allocated time span and the creditor obtains a court order to obtain payment direct from the person's salary.

Should an employee have an Attachment of Earnings imposed on them, the Company will inform the employee upon receipt of the order and carry out the order under and to the extent of the law, or until the employee arranges to settle the debt by some other means agreeable to both the Court and the creditor.

### 4.1.3 Data Protection Law GDPR

The Data Protection law, known as the General Data Protection Regulation (GDPR), came into force on 25<sup>th</sup> May 2018 replacing the Data Protection Act. Employers and employees now have more responsibilities to be compliant. After the UK leaves the European Union, a new UK Data Protection Act will ensure that the GDPR principles remain in UK law.

In conducting its business, Econocom is required to collect and use personal data relating to its employees. The law states that there must be a valid reason for holding the personal data and the data should not be held for any longer than necessary. GDPR is concerned with respecting the rights of individuals when processing their personal information. This can be achieved by being open and honest with employees about the use of information about them and by following good data handling procedures. The regulation is mandatory and all organisations that hold or process personal data must comply.

#### GDPR Six Principles

Econocom pledges to be GDPR compliant, this is an ongoing process ensuring that 'appropriate technical and organisational measures' are implemented and maintained, and that policies and procedures are in place and up to date. In Econocom's day to day operations where personal data is collected and processed, we aim to fulfil our obligations to the fullest extent, adhering as closely as possible to GDPR's 'Six Principles'.


The 'Six Principle' ensures that employees personal information is:

- processed lawfully, fairly and in a transparent manner
- collected for specified, explicit and legitimate purposes
- adequate, relevant and limited to what is necessary
- accurate and, where necessary, kept up to date
- retained only for as long as necessary
- processed in an appropriate manner to maintain security

#### Econocom Responsibilities

Econocom will ensure, as far as is possible in its role, that appropriate measures are taken through the management and strict application of criteria and controls by:

- Observing all conditions regarding the fair collection and use of personal data.
- Understanding and recording the purposes for which all personal data is processed.
- Processing personal data only to the extent that it is needed to fulfil the instructions of our employees. Personal details will be retained on computer and on personal files for the purposes of processing pay, monitoring of policies and statutory requirements. This data is



confidential and will not be disclosed to a third party without prior consent or unless it is required by law to do so.

- Ensuring the quality/accuracy of information used.
- Ensuring that the information is held for no longer than is necessary, according to the time-limits instructions of our employees. Information will be kept only while you are in our employment and will be deleted when you leave except for certain statutory data which has to be kept for a specified period.
- Ensuring that the rights of people about whom information is held can be fully exercised under the GDPR (i.e. the right to be informed that processing is being undertaken, to access one's personal information; to prevent processing in certain circumstances, and to correct, rectify, block or erase certain information).
- Taking appropriate technical and organisational security measures to safeguard personal information. Data is stored on our computer system with appropriate password protection and security mechanisms in place; information kept in hard copy format is stored securely and confidentially.

### Employee Responsibilities

The distribution and updating of the policy is the responsibility of the HR Manager, Una McGuinness who will review the policy with respect to changes in Data Protection legislation. All employees will be expected to adhere to the policy and procedures and to seek advice and clarification on any issues that may arise. It is the responsibility of all employees to:

- ensure all the data is accurate and stored for the minimum length of time. Each individual is responsible for ensuring that he/she communicates to their Manager any changes to their personal information in writing to make sure that items such as emergency contact details are current and accurate at all times.
- ensure that no information is transported in file or electronic form unless it complies with the principle of fair processing and is securely protected by strong password and encryption methods.
- request guidance from Una McGuinness, HR Manager on any aspect of the GDPR that is not clearly understood.



## Rights to Access Information

Employees have a right to access information that an employer may hold on them, including details on grievances or disciplinary action, or information obtained through monitoring processes. If a worker wants to see their personal data, they should speak to their employer. Most requests for personal data can be provided quickly and easily.

If the employer is unable or unwilling to agree to the request, a worker could make a Subject Access Request. A subject access request should be in writing and include: If the employer is unable or unwilling to agree to the request, a worker could make a Subject Access Request. For more details on this please contact the HR Department.

Econocom expects all employees to adhere to this Data Protection policy and the procedures designed to ensure compliance with GDPR. All Econocom employees have a responsibility to ensure that their activities comply with the data protection principles. Line managers have responsibility for the type of personal data they collect and how they use it. Employees should not disclose personal data outside the organisation's procedures, or use personal data held on others for their own purposes. The policy covers data stored on all data storage systems, including portable storage devices and all manual-filing systems, and all locations at which employees undertake work on behalf of Econocom e.g. when working from home or any other remote location.


### 4.1.4 Security in the Workplace

All employees must comply with all laws and regulations affecting their work. Questions and concerns about legal compliance should be promptly taken to the HR Department. Therefore, the Company expects employees to act ethically in respecting confidentiality of information. The Data Protection law concerning GDPR should be adhered to at all times.

It is important that all employees co-operate in protecting the security of the Company premises. Entrance door keys or any door codes must not be communicated to non-employees, with the exception of those who work on the premises for a specified period of time (e.g. auditors, long term temporary staff). Only authorised personnel are allowed entry to the computer systems room. All employees should ensure that all windows and lockable doors in the office are secured at close of business.

All visitors must report to Reception upon arrival and departure and sign the Visitors Register, providing details of their Company, car registration if applicable and the person they are visiting. Visitor parking must be booked in advance at Reception, and employees should ensure that they inform their visitors of this fact, obtaining information relating to car registration numbers as soon as possible in order to book adequate space.

Employees are allocated a car park space if available and provided with a key fob. Should an employee be forced to use any area for parking other than their dedicated space, they should inform Reception in case they are required to move their car for any reason. All vehicles are parked in Company car parks or



premises at the owner's risk. The Company cannot accept responsibility for damage of any kind caused, or for theft of or from vehicles using Company car parks.

#### 4.1.5 Smoke free Policy

The Smoke-free (Premises and Enforcement) Regulations 2006 states that enclosed or substantially enclosed workplaces and public places must be smoke free. This means that employers have legal responsibilities to prevent people from smoking at work, as well as in workplace vehicles.

It is Econocom's policy that all our workplaces are smoke free, and all employees have a right to work in a smoke free environment. This policy applies to all employees, consultants, contractors, customers or members and visitors. The smoke-free policy should aim to protect all staff from the harmful effects of second-hand tobacco smoke, comply with the Health Act 2006 and support workers that wish to give up, but also make provision for those unable or unwilling to give up.

Econocom are required by law to:

- display no-smoking signs in workplaces and work vehicles;
- take reasonable steps to make sure that staff, customers, members and visitors are aware that they may not smoke in the premises or in work vehicles;
- make sure that no one smokes on the premises or in vehicles.

Employees are advised to:

- Extinguish your cigarettes and discard them in outdoor ashtrays, cigarette urns.
- Avoid smoking when you have scheduled meetings with clients or vendors.
- Avoid smoking near flammable objects and areas.

Setting off fire alarms and causing fires by smoking are serious offenses. If you are found responsible, you will face disciplinary action.

Overall responsibility for policy implementation and review rests with the Health & Safety Officers at both our Richmond and Birmingham sites. It is mandatory that all staff adhere to, and support the implementation of the policy. The Health & Safety Officer shall inform all existing employees, consultants and contractors of the policy and their role in the implementation and monitoring of the policy. Appropriate "no-smoking" signs will be clearly displayed at the entrances to and within the premises.

Econocom offer private health insurance with Vitality Health, this policy provides help for employees give up smoking. Please refer to the Vitality Health website for more information <https://www.vitality.co.uk/rewards/partners/health-checks/allen-carr/> The NHS also offers a range of free services to help smokers give up. Visit [gosomefree.co.uk](http://gosomefree.co.uk) or call the free NHS National Smoke Free Helpline 0300 123 1044 for details.

The Company's disciplinary procedure will be followed if a member of staff does not comply with this policy. Those who do not comply with the smoke free law may also be liable to a fixed penalty fine and possible criminal prosecution.

#### 4.1.6 Health & Safety Policy

The health & safety policy will be revised and re-issued from time to time as needed by legislation. The effectiveness and performance of the policy in terms of the use made of it by employees will be reviewed and monitored as a regular part of the normal business review. Copies of the Health and Safety Policy statement, Health and Safety Law poster and Employer's Liability certificate are clearly displayed in all Econocom premises.

The Company has every desire to provide a safe working environment and necessary control measures are provided. It is the employees' responsibility to use these measures in a proper manner. Any hazards or potential hazards must be immediately notified to the Health & Safety Officers based in Richmond & Birmingham. It is the duty of employers to do everything reasonably practicable to prevent injury and ill-health to both employees and members of the public who visit the premises.

Under the Health and Safety at Work Act 1974, it is the employees' responsibility to act in a safe manner so as not to put themselves or other employees at risk. Anyone disregarding safety precautions will be causing unnecessary risk and such behaviour may be considered grounds for dismissal, subject to investigation via the Company's disciplinary procedures. It is equally the duty of each employee to exercise personal responsibility for their own health and safety and that of others. As a general safety rule, all workplaces must be maintained in a professional, safe and tidy condition, ensuring that fire exits and escape routes are never blocked or obstructed.

Any accident or injury must be reported to the Health & Safety Officers as soon as practicable and such incidents will be recorded in the Company's accident book, which is held by the First Aider in attendance. Every employee is expected to co-operate to ensure that the highest possible standards of health and safety are achieved. Should there appear to be any conflict between health and safety at work and the demands of work, the Company's first priority is to resolve the health and safety issue.

The overall responsibility for health and safety remains with the Directors of the Company.

#### Econocom Responsibilities:

- All Directors, managers and their deputies are considered responsible for the safe conduct of work in their areas of responsibility. They remain individually responsible for health and safety and cannot delegate this responsibility to others.
- To provide and maintain safe and healthy working conditions, taking into account all relevant statutory requirements.
- To provide training and instruction to enable all employees to perform their work safely and efficiently.
- To carry out regular assessments and implement any amendments required to minimise risk at all times.
- To write and maintain Health and Safety Procedures.

**Employee Responsibilities:**

- To co-operate in attaining the highest standards of health and safety.
- To work safely and efficiently at all times.
- To use all safety devices and protective equipment supplied by the Company.
- To report all incidents and defects that have led or may lead to personal injury or damage to property or equipment.

Should an accident occur which results in an injury beyond that which can be treated by simple first aid, the corresponding manager must be informed immediately. The Accident Book in which all accidents should be recorded is kept by the First Aider on site. Every employee who has any need of first aid at work should enter the details of their case in this book.

- To provide the Company with any information which may lead to the introduction of measures to prevent recurrence of accidents.
- To protect their own health and safety.
- To tell their manager of any change in their health that might affect their work performance.

#### **4.1.6.1 Fire Safety**

The list of Fire Marshals and Fire instructions are clearly displayed in all Econocom premises. Fire drills are carried out on a regular basis and the Fire Marshals are responsible for clearing various areas of the appropriate office. When the alarm is given, all employees and visitors should make their way to the nearest available fire exit and assemble in the designated assembly point. They should report their presence to the Fire Marshals in order to ensure that everyone has left the building.

#### **4.1.6.2 First Aid**

The nominative list of First Aiders and the location of the First Aid kit are clearly displayed in all Econocom premises. Should any employee or visitor feel unwell at any time, or has an accident at work, they should report in the first instance to their manager and, where appropriate, to a First Aider. In the case of an accident, no matter how trivial, details should be entered in the Accident book held by First Aiders, a copy of which will be kept on the employee's personal file as required by law. Certain accidents must be reported under the Reporting of Injuries, Diseases and Dangerous Occurrence Regulations (RIDDOR).

#### 4.1.7 Alcohol and/or Drug Abuse

Econocom is a drug free workplace . The company is committed to providing a safe, healthy and productive working environment for all employees, contractors, customers and visitors involved in its operation. The following policy concerns alcohol and/or drug abuse and alcohol related health problems and applies to all employees, detailing the company's attitude towards, and treatment of, poor performance at work where cause can be directly attributed to alcohol or illegal drug dependence or abuse. The policy has been instituted to clarify that the company wishes to distinguish between the person for whom alcohol or illegal use of drugs is becoming a problem - where help will usually be given – and misconduct as a result of abuse when the Company's disciplinary process shall be used.

Both the Company and its employees have a duty, under the Health and Safety at Work Act 1974, requires employers to protect the health, safety and welfare of their employees and others who may be affected by their activities, as far as is reasonably practicable. It is the responsibility of management to ensure the policy is communicated to all staff, used appropriately, and its effectiveness monitored.

##### 4.1.7.1 Alcohol at Work


The Company does not endorse drinking alcohol during the working day. Excessive consumption of alcohol at work, or returning to work in a drunken or impaired state are disciplinary offences and will entitle the Company to institute its disciplinary procedure at the appropriate level. If the Company considers that the employee's conduct amounts to gross misconduct then in accordance with the disciplinary procedure, it may lead to the employee's immediate and summary dismissal.

##### 4.1.7.2 Alcohol Dependence and Abuse

Any employee who either knows, or thinks, that they have an alcohol problem should discuss the problem with their immediate Manager or the HR Department. Any such conversation shall be treated in strictest confidence. The Company may offer support and advice. If appropriate, a preliminary medical examination and or test will be scheduled, in order to determine whether alcohol is the cause of problems being experienced and, if so, the extent of the problem and what treatment can be given to resolve or contain the condition.

If the employee is found to be alcohol dependent, the Company may consider whether it can offer financial support for treatment, and if so to what level. Due regard will be given to the employee's previous work record, length of service, attitude towards treatment and efforts to sustain the effects of any previous treatment. At the company's discretion, paid leave, as detailed in the company's sickness policy, may be given whilst treatment is being undertaken. If the problem is not related to alcohol, current sickness procedures will still apply.

During and after treatment, if appropriate, the employee will continue in their present job with no loss of job/security, promotion prospects, or fear of victimisation. If it is not feasible for the employee to continue in their present job, the Company will endeavour to find suitable alternative employment. However, it cannot guarantee this and in such a case reserves its rights to use its dismissal procedure.



Whilst an employee cannot be compelled to undertake treatment, refusal to do so will result in the Company invoking its disciplinary procedures, if the employee's performance falls below the standard required or whose conduct endangers the safety and well-being of their colleagues. The Company recognises that treatment for alcohol dependence and the recovery period may be long and difficult and that sensitivity and confidentiality are essential.

If an employee's performance does not improve following treatment or relapses occur and result in continued poor performance, the Company reserves the right to institute its disciplinary procedure, at the appropriate level.

#### **4.1.7.3 Illegal Drug Dependence/Abuse**

The possession of illegal drugs at work, or the taking of illegal drugs, which results in a deterioration of performance, will be considered an act of gross misconduct by an employee. The communication and monitoring of this policy is the responsibility of management. However, it is also the responsibility of all employees who are aware of, or suspect, that a colleague has a drug dependence problem to report it to management. The Misuse of Drugs Act (1971) is the main legislation covering drugs and categorises them as classes A, B and C. These drugs are called controlled substances and class A drugs are considered to be the most harmful under this act. It is illegal for anyone, whether at work or not to produce, supply or be in possession of illegal drugs. Employers may be liable if they knowingly allow dispensing, manufacturing, possession, using or selling on their premises.

#### **4.1.7.4 Prescription Drugs**

If you feel that a prescription drug (e.g. an anxiety medication) unexpectedly affects your senses, thinking or movement, ask for the rest of your day off. If your manager suspects substance abuse, you may face disciplinary action. We expect employees to be fully alert and capable of performing their duties at all times. Your employment will be terminated if it is concluded that your prescription drug use creates severe safety risks. If you need to use prescription drugs for a limited time and you think they may impair your abilities, please use your sick leave.

You must not use medical marijuana in the workplace. We have the right to terminate you if your off-duty use of medical marijuana makes you unable to complete your job duties correctly.

It is important to stress, the prime purpose of this policy is to assure employees that, if they or a colleague should have such a dependence problem, the Company's first concern is with their welfare and the treatment of such a condition, if possible and at management discretion. The Company will adopt the same principles that are applicable to the policy relating to Alcohol dependence/addiction.

## 4.1.8

**IT and Communication Policy****4.1.8.1 Electronic Mail System**

The Econocom Group uses an electronic mail system to enhance the effectiveness of its internal communications. Employees should be aware that an email can act as a binding contract and digital signatures will be given the same legal standing as a signature on paper. It is therefore Company policy that all contracts signed by employees having the appropriate authority.

Emails of a personal nature are discouraged. Any abuse of the electronic mail system, or any other internal communication system, may result in disciplinary action. Unacceptable use includes but is not restricted to the following:


- Using emails for any purposes that breaks the law.
- Using emails for personal commercial purposes.
- Sending harassing, intimidating, abusive or offensive material
- Using another employee's identity and password, causing congestion on the network by such things as the propagation of video clips, pictures, sound files, broadcasting inappropriate messages to lists or individuals, or excessive use of the shared data store of the email server.

**4.1.8.2 Social Media Policy****Business Use of Social Media**

Employees are responsible for their own compliance with this policy and for ensuring that it is consistently applied to protect the privacy, confidentiality, reputation and interests of the Econocom group. The expectations regarding use of social media are covered by Econocom's code of conduct for employees. Any concerns about social media use should be discussed with your line manager in the first instance. If this isn't possible, please speak to the Communications Department.

The Company recognises the diversity of information available via the internet and as a result encourages employees with access to use it responsibly. All employees using the internet through Company computer systems must follow these basic principles:

- Primarily business use only, to promote and publicise activities that will enhance the reputation of Econocom, the services it provides.
- Respect for intellectual property and copyrights.
- Respect for the Company's network integrity and security.
- Limited personal use.
- Accessing the internet for non-business use to a material extent is prohibited.
- Downloading, displaying or possessing sexually explicit materials is prohibited.

- 
- Retrieving executable files from untrusted sources requires authorisation by the IT Department.

It needs to be remembered that all posts on social media as an employee are public statements and count as Econocom record and are evidence of the company's work. They may be used as reference at any time in the future and you are responsible for anything that you say online.

You must not use any information that you obtain in the course of your employment at Econocom for personal gain or pass it on to others who may use it in such a way.

Never publish confidential information through social media that you may have learned or have access to as part of your job.

### Personal Use of Social Media

As the use and popularity of social media grows, the line between what is public and private, personal and professional can become blurred. It is important therefore that employees are aware that their personal digital activity could have an adverse impact on their professional role or Econocom's image and reputation.

Even if you do not expressly name Econocom as your employer on social media, this policy will still apply if a connection with your employment can be reasonably made.

Econocom will not tolerate any of the following activity on social media if it can be connected to you as an employee:

- abusive or threatening behaviour
- inappropriate comments or material that may be regarded as discriminatory
- false or misleading statements that could have a negative effect on Econocom's reputation
- inciting or supporting somebody to commit a crime or other unlawful acts

The use of the internet electronic mail and internet browsing is monitored by the IT Department for purposes permitted by law. Employees are reminded that it is a criminal offence to secure unauthorised access to a computer or to cause unauthorised modification to computer programs or data owned by the

Company, or to attempt to do so without the Company's authority. Any infringement of the Econocom Group Internet Policy, in particular any incidents of downloading, displaying on screen and distribution of pornography, sexual or racial harassment by any means and the downloading and copying of copyright software.

Please note that breach of this social media policy will lead to formal action under the Company's Disciplinary Procedure up to and including dismissal.

#### 4.1.8.3 Electronic equipment

The Econocom Group provides a number of mobile phones, laptop computers, and other electronic equipment, for the use of individually named employees so that they may be contacted and/or have access to the Econocom Group's network when away from the office. Electronic equipment is provided for authorised business use only, and should be used according to the relevant regulations in place.

Employees are reminded that they must take all reasonable steps to ensure the safekeeping of any Econocom equipment under their care or control: not to leave them on view or overnight in a car, not to leave them unattended on planes, trains, in taxis, in hotels. Any loss or theft should be reported as soon as possible to your line manager. In the event that such equipment is lost or stolen, inside or outside the office, due to the carelessness of the employee, employees will be expected to pay any excess that may be due for the replacement of the equipment.

#### 4.1.9 Equality and Diversity Policy

The Econocom Group is an equal opportunities employer who is committed to ensuring that all employees are treated fairly and equally. It recognises that employees are its major asset and will strive to ensure that every job applicant or employee is treated fairly in all employment matters. It will not discriminate or support the behaviour of any employee who discriminates against any current, past or potential employee on the grounds of the nine characteristics of the Equality Act 2010

- Age
- Disability
- Gender reassignment
- marriage and civil partnership
- pregnancy and maternity
- race
- religion or belief
- sex
- sexual orientation

With regard to disability, assuming that the role can be satisfactorily achieved by the disabled person Econocom will not discriminate and will make all reasonable adjustments in accordance with the current provisions of the Equality Act 2010.

This policy applies to all employment matters including recruitment & selection, promotion, transfer, training, grievance and disciplinary procedure, the application of employee benefits and in all terms and conditions of employment. We recognise that the provision of equal opportunities in the workplace is not only good management practice, it also makes sound business sense. Our equal opportunities policy will help all those who work for us to develop their full potential and the talents and resources of the workforce will be utilised fully to maximise the efficiency of the organisation.



## Equality Commitments

The Company's management at all levels is primarily responsible for the successful application of this policy and are committed to:

- Ensuring all employees are made aware of the commercial and ethical benefits of this policy
- During the course of the employment relationship, there will be no discrimination or harassment of any kind against colleagues or job applicants or former employees
- Promoting a good and harmonious working environment in which all persons are treated with respect
- Preventing occurrences of unlawful direct discrimination, indirect discrimination, harassment and victimisation
- Fulfilling all our legal obligations under the equality legislation and associated codes of practice
- Complying with our own equal opportunities policy and associated policies
- Taking lawful affirmative or positive action, where appropriate
- Regarding all breaches of equal opportunities policy as misconduct which could lead to disciplinary proceedings.

## Econocom Responsibility

The management has specific responsibility for the effective implementation of this policy. Each director, manager and also has responsibilities and we expect all our employees to abide by the policy and help create the equality environment which is its objective. In order to implement this policy we shall:

- Communicate the policy to employees, job applicants and relevant others. Incorporate specific and appropriate duties in respect of implementing the equal opportunities policy into job descriptions and work objectives of all staff
- Provide equality training and guidance as appropriate, including training on induction and management courses
- Ensure that those who are involved in assessing candidates for recruitment or promotion will be trained in non-discriminatory selection techniques
- Obtain commitments from other persons or organisations such as subcontractors or agencies that they too will comply with the policy in their dealings with our organisation and our workforce
- Ensure that adequate resources are made available to fulfil the objectives of the policy.

### Employee Responsibility

Likewise, employees have a responsibility to ensure that they assist the Company in the implementation of this policy by:

- Making their colleagues aware of the commercial and ethical benefits of this policy.
- Not discriminating against or harassing colleagues, customers, visitors or anyone they have contact with during the course of their employment.
- Not persuading or attempting to persuade others to practice unlawful discrimination or harassment of any kind.
- Reporting any action that they believe to be discriminatory to their Manager immediately.

This policy will be reviewed and monitored to ensure its application and effectiveness. Overall responsibility for its implementation rests with the Company Directors. Discrimination or harassment on any grounds will not be permitted and disciplinary action will be taken against those failing to fulfil their responsibilities under this policy.

If employees consider that they are victims of unfair discrimination, harassment or bullying, they should raise the issue through the Company's grievance procedure in the first instance. All complaints will be treated seriously and investigated confidentially.

#### 4.1.10 Environmental Management Policy Statement

As a responsible company, Econocom is aware that its behaviour and actions have a number of consequences: social, as a service provider, ethical, in terms of our business practices, and environmental, as a service provider and via the products we distribute, maintain and finance. Econocom recognises that day-to-day operations can impact both directly and indirectly on the environment. We aim to protect and improve the environment through good management and by adopting best practice wherever possible to promote sustainability and environmental awareness at all levels of the company.

In all our activities we aspire to:

- Comply with all applicable environmental legislation and sustainability commitments.
- Ensure our staff are aware of the environmental impacts of their work activities and encourage them through regular awareness and training to minimise those impacts.
- Incorporating energy efficiency measures into the Company's facilities and promoting efficient energy use in all areas of business activity.
- Preventing pollution and reducing consumption of resources through waste management strategies that promote waste minimisation re-use, recovery and recycling, as appropriate.

- Identify and manage environmental risks and hazards.
- Promote environmentally responsible purchasing.
- Promoting and continuing to invest in technologies that provide alternatives to business travel.
- Establish targets to measure the continuous improvement in our environmental performance.
- Involve customers, partners, clients, suppliers and subcontractors in the implementation of our objectives.

This policy will be reviewed on a regular basis to evaluate continued relevance and to monitor compliance.

## 4.2 Working for Econocom

### 4.2.1 Property

The Company does not accept responsibility for the loss or damage to personal property on any of Econocom locations, this is not covered by the Employer's risk insurance policy. Personal property should not be left unattended or left in the office overnight. Any personal items lost or damaged at work are at the employee's risk and employees should be claimed for under their own insurance policy. Any employees observing suspicious behaviour should report it immediately to their manager and the HR department.

Before any company property is removed from any Econocom location, a written authorisation must be obtained from the relevant head of department. Any equipment or other material provided to employees to enable them to perform their role fully will always remain the property of the company. Any damage to or loss of company property should be reported to your manager immediately. Laptops, mobile phones, and other valuable items, whilst in the employee's personal possession, should be kept securely. If employees need to leave any equipment in their car, it must be locked away out of sight. Any loss or misuse of company property may be subject to disciplinary action.

### 4.2.2 Disciplinary Policy

Under the terms of the Employment Rights Act 1996 (as amended), employees have the right to be informed of the disciplinary rules and procedures applied by their employer. This policy is intended as a guide on Econocom's procedures for dealing with disciplinary matters and it is important that employees make themselves familiar with these procedures. Econocom reserves the right to review this policy from time to time and any updates will be communicated to all employees.

The Company expects all employees to maintain high standards of work, conduct, attendance levels and personal discipline to ensure the safety and well-being of all employees with the smooth and safe running of the organisation. The Company's aim is to encourage and help all employees reach the required standards and to ensure fair and uniform treatment of all members of staff. If after guidance, coaching

and training, these standards are not attained and constantly maintained, or if employees deviate from such standards, it may be necessary for a formal disciplinary action to be taken.

All cases of disciplinary action will be recorded and placed on the employee's personal file, copies of which can be obtained on request. No disciplinary action will be taken against an employee until the case has been fully investigated. For formal action the employee will be advised of the nature of the complaint against him or her and will be given the opportunity to state his or her case before any decision is made at a disciplinary meeting. Employees will be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of a disciplinary meeting. At all stages of the procedure the employee will have the right to be accompanied by a representative, or work colleague.

This procedure is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance, and to The procedure applies to all employees. The aim is to ensure consistent and fair treatment for all in the company.

The Company recognises that there is a distinction between relatively minor disciplinary offences and gross misconduct, and this policy is designed to deal with both categories. No employee will be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will be dismissal without notice or payment in lieu of notice. An employee will have the right to appeal against any disciplinary action. Although a disciplinary action will usually follow the below steps, the procedure may begin at any of these steps in specific cases:

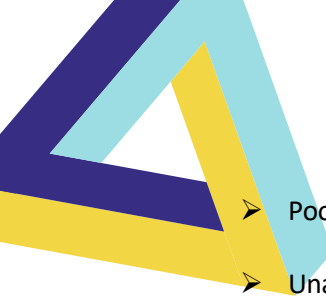
- Step 1: Informal action
- Step 2: First stage of formal procedure
- Step 3: Formal verbal warning
- Step 4: First formal written warning
- Step 5: Final formal written warning
- Step 6: Dismissal or sanction

#### 4.2.2.1 Categories of Offences

- **Offences other than Gross Misconduct**

Inadequate performance and misconduct that is not serious or gross misconduct do not normally constitute grounds for dismissal on the first occasion. However, if they occur more than once or if they occur in conjunction with other offences, this may result in the employee's dismissal. The following list, which is not exhaustive or exclusive, gives examples of such offences:

- Poor standard of job performance, in terms of quantity or quality measured by objectives
- Not following company procedures properly
- Refusal to carry out a reasonable instruction

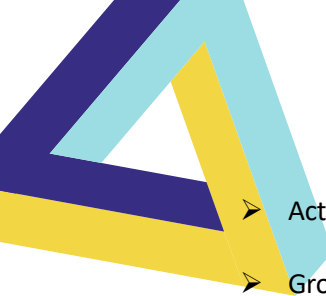
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- Poor timekeeping
  - Unauthorised and unreasonable absence
  - Absenteeism
  - Breach of Company rules, provided that no danger to health and safety was involved.

- **Gross misconduct**

If you are accused of an act of gross misconduct, you will be suspended from work on full pay, normally for no more than 5 working days, while the alleged offence is investigated. If, on completion of the investigation and the full disciplinary procedure, the organisation is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

The following list, which is not exhaustive or exclusive, sets out examples of offences that may lead to summary dismissal on the first occasion:

- Serious breach of any of the policies and rules published to you by the Company from time to time, including, without limitation Our Code
- Any form of dishonesty, including but not limited to fraud, theft, concealment of information from management, and deliberate falsification of records.
- Willful damage to property within the Company
- Bringing the organisation into serious disrepute
- Physical assault or intimidation of colleagues.
- Prolonged unauthorised or unexplained absence
- Failure to meet the required standards of conduct specified in a final written warning
- serious incapability at work brought on by alcohol or illegal drugs
- Acting either directly or indirectly as a broker or dealer or other intermediary in buying, selling or exchanging any securities on commission
- Receiving any commission or gratuity from such a broker or dealer for recommending business to him
- Indecent or immoral acts while at work
- Negligence, insubordination or misconduct
- Allowing or condoning a breach of the law

- 
- Actual or attempted unauthorised access to or divulging of confidential information
  - Gross professional misconduct
  - Unlawful discrimination or harassment
  - Misuse of the Econocom Group's name
  - Misuse of the Econocom Group's email system
  - deliberately accessing internet sites containing pornographic, offensive or obscene material
  - Use of unauthorised software on the Econocom Group's computers.
  - Any other substantial reason

#### 4.2.2.2 Disciplinary Procedure

In the event that the Company decides to hold a disciplinary hearing relating to the matter complained of, the employee will be given details of the complaint at least 24 hours before any disciplinary hearing. The employee will be reminded of the right to be accompanied at the hearing accompanied by a representative, or work colleague, although the employee's companion will not be able to answer questions on the employee's behalf. In the event that the employee's nominated companion cannot attend the hearing on the original date, the employee has a right to reschedule the hearing within 5 working days of the original date. No formal disciplinary decision will be taken without a hearing except where the statutory modified procedure no longer exists.

##### Step 1: Informal action

- Informal action is appropriate in cases of minor misconduct.
- The line manager will let the employee know that their conduct is unsatisfactory and make them aware of the standards expected without recourse to the formal procedure.
- The line manager will hold a confidential discussion with the employee and ensure that they understand exactly what is expected of them. This discussion will enable the manager to provide constructive feedback and the employee to express their views on the issue. Where a need for improvement is identified, the manager will explain to the employee what needs to be done, within an agreed timescale and how the conduct will be reviewed within the agreed period. If the required achievements are not achieved or maintained, the matter will be dealt with formally. The manager should keep brief, confidential notes of any informal action.



### Step 2: First stage of formal procedure

This will normally be either:

- an improvement note for unsatisfactory performance if performance does not meet acceptable standards. This will set out the performance problem, the improvement that is required, the timescale, any help that may be given and the right of appeal. The individual will be advised that it constitutes the first stage of the formal procedure. A record of the improvement note will be kept for 3 months, but will then be considered void subject to achieving and sustaining satisfactory performance.
- A first warning for misconduct if conduct does not meet acceptable standards. This will be in writing and set out the nature of the misconduct and the change in behaviour required and the right of appeal. The warning will also inform the employee that a final written warning may be considered if there is no sustained satisfactory improvement or change. A record of the warning will be kept, but it will be disregarded for disciplinary purposes after a specified period (6 months).

### Step 3: Formal Verbal Warning

An employee will attend a disciplinary hearing conducted by the employee's manager (or other appropriate person) who may be accompanied by a representative from the HR Department. The alleged breach of discipline will be discussed and if the complaint is substantiated the employee will receive a formal verbal warning and a note will be made on the employee's personal file. If new evidence comes to light during the hearing, both parties can adjourn the meeting, investigate the new evidence and re-schedule the hearing. The Company will confirm the outcome of the hearing in writing to the employee, outlining the objectives set and the review period. Any warnings issued under this, or at any other stage of the disciplinary procedure, will remain live for the period of time specified on the warning, which in the case of verbal warnings is generally 6 months from the date of the hearing.

### Step 4: First formal written warning

In the event that the employee's breach of discipline has not been resolved at the end of the review period, the Company will give notice to the employee to attend a further disciplinary hearing. This hearing will follow the same structure and process as the one for a verbal warning. This step may be automatically skipped if a further breach of discipline occurs, whether or not it is related to the initial breach of discipline.

### Step 5: Final formal written warning

If the offence is sufficiently serious, or if there is further misconduct or a failure to improve performance during the currency of a prior warning, a final written warning may be given to the employee. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure

to improve may lead to dismissal (or some other action short of dismissal) and will refer to the right of appeal. A copy of this written warning will be kept by the supervisor but will be disregarded for disciplinary purposes after 6 months subject to achieving and sustaining satisfactory conduct or performance.

### **Step 6: Dismissal or sanction**

If there is still further misconduct or in the event that an employee's performance does not improve following the issue of warnings, or where a single offence (e.g. serious or gross misconduct) makes the continued employment impossible, the Company will have little choice but to enter into a dismissal procedure. A disciplinary hearing will take place, in the same process as the above steps, where the complaint will be fully investigated and the outcome confirmed in writing. Depending on the nature of the disciplinary offence, the employee may be dismissed immediately, with or without notice or pay in lieu of notice. Dismissal decisions can only be taken by senior management, and the employee will be provided in writing with reasons for dismissal, the date on which the employment will terminate, and the right of appeal.

If some sanction short of dismissal is imposed, the employee will receive details of the complaint, will be warned that dismissal could result if there is no satisfactory improvement, and will be advised of the right of appeal. A copy of the written warning will be kept by the supervisor but will be disregarded for disciplinary purposes after 6 months subject to achievement and sustainment of satisfactory conduct or performance.

The employee will be able to appeal against any decision taken at any stage of this procedure, by putting in writing the grounds of the appeal to the appeal person stated on the warning letter, within 5 working days of being notified of the decision. An appeal meeting will be organised and the Company will confirm the final outcome in writing usually within 5 working days of the meeting. This decision is final. The employee is reminded that they are entitled to be accompanied during any appeal hearing by either a colleague or a suitably qualified trade union official.

The Company reserves the right to start a disciplinary action at any stage or jump procedure depending on the seriousness of the disciplinary breach.

The Company reserves the right to suspend an employee, with or without pay, in the event that time is needed to investigate a serious breach of discipline. The employee's contract of employment will however continue together with all the employee's rights under this contract (with the exception of remuneration in the case of unpaid suspension), until the employee is either reinstated, transferred or dismissed.

The Company reserves the right to demote an employee to a lower level position within the Company as an alternative to the issuing of a final written warning or dismissal, should continued poor performance be the reason for taking disciplinary action. However, in such circumstances, the Company also reserves the right to consider demotion to be as serious as a final written warning. Therefore, should the employee fail to reach the standards of performance required in the new position or should there be further disciplinary breaches in the form of misconduct, absenteeism, poor timekeeping or some other substantial reason, the Company reserves the right to jump procedure to the final stages, which may result in the

subsequent dismissal of the employee. Demotion will only be considered when all other alternatives are exhausted, and following appropriate consultation with the employee. Should the employee refuse to work within a lower level role, the Company will have no alternative but to progress with the disciplinary procedure at the appropriate level.

### 4.2.3 Grievance Policy

#### Dealing with a grievance informally

Any member of staff who wishes to resolve a grievance, connected with his/her work or personal position within the company, should first discuss the problem informally with his/her direct manager. You may be able to agree a solution informally between you. If such approach fails, the employee should raise the matter as part of the formal grievance procedure, as described below.

#### Formal Grievance

If the matter is serious and you wish to raise the matter formally you should set out the details of the grievance in writing and send the complaint to the direct manager. This should be factual information only and avoid language that is insulting or abusive. Where the grievance relates to the direct manager, and you feel unable to approach him/her, the employee has the opportunity to raise the matter with his/her manager's manager or the HR Department. Employees can obtain further advice on the grievance procedure from the HR Department.

#### Grievance Hearing

The direct manager will organise a hearing where the alleged grievance will be discussed and investigated, normally within 5 working days. You have the right to be accompanied by a representative, or work colleague, if you make a reasonable request. The companion will not be able to answer questions on behalf of the employee. After the meeting the manager will give you a decision in writing, as soon as reasonably possible and the employee will be advised of the right of appeal. If it is necessary to gather further information before making a decision your manager will inform you of this and the likely timescale involved.

In the event that a grievance is raised about the behaviour of a manager during the course of a disciplinary hearing, the disciplinary procedure will be suspended for a short period to allow the grievance hearing to be held. When possible, another manager will continue with the disciplinary action once the grievance has been concluded.

#### Appeal

If the employee is not happy with the manager's decision or feels that the grievance has not been satisfactorily resolved, the manager should be informed. The employee can appeal against the decision in writing to the manager's manager (or Managing Director were applicable). You will be invited to an

appeal meeting, normally within five working days, and your appeal will be heard by the more senior manager (or Managing Director). The employee has the right to be accompanied at this hearing by a representative, or work colleague, if a reasonable request is made. A written response will be provided to the employee as soon as reasonably possible. This decision is final.

#### 4.2.4 Statutory Leave Entitlements

##### 4.2.4.1 Maternity Leave

The Company provides maternity leave and benefits in accordance with current legislation, to both full-time and part-time employees. The following provisions set out an employee's statutory entitlements. Employees should contact the HR Department for up to date information.

##### ➤ Statutory Maternity rights

- **Time off for antenatal care**

Employees are entitled to paid time off from work to attend appointments related to antenatal care as advised by their GP, registered midwife or registered health visitor. Antenatal appointments and/or classes should be ideally arranged in order to cause minimum disruption to the day-to-day work. Employees must give reasonable notice to their manager of any appointments and might need to produce evidence of any appointments if requested by the Company.

- **To receive maternity leave and to return to work after the maternity leave**

All pregnant employees have a statutory right to 52 weeks' maternity leave (26 weeks' Ordinary Maternity Leave and 26 weeks' Additional Maternity Leave) regardless of their length of service or the hours they work. Women on Ordinary Maternity Leave are entitled to the right to return to the same job, women on Additional Maternity Leave are entitled to the right to return to the same job, or if that is not reasonably practical, to a similar job on terms and conditions that are no less favourable.

- **Not to be dismissed on the grounds of pregnancy or maternity**

Employees are protected during and after their pregnancy against dismissal on the grounds of pregnancy or maternity.

- **Not to be subjected to any detriment by reason of pregnancy or maternity.**

##### ➤ Procedure

An employee can decide when the maternity leave will start, in accordance with the direct manager and providing that the maternity leave doesn't start earlier than the 11th week before the expected week of childbirth. In the event that an employee is absent from work due to a pregnancy-related illness in the final 4 weeks before the expected week of childbirth, the maternity leave will start from the date of that absence. In any case, the employee may not work for the first two weeks after the baby is born.

An employee must inform the Company of the intention to take maternity leave, in writing to the direct manager, no later than the end of the 15th week before the expected week of childbirth or as soon as reasonably practicable:

- that she is pregnant,
- when the expected week of childbirth will be, by means of a certificate from a medical practitioner or registered midwife (form MAT B1, for SMP payment),
- when she intends her maternity leave to start and, if possible, when she plans to return to work.

The employee has the opportunity to change her maternity leave start date as long as she gives 28 days' notice in writing before the original start date. In the event that the employee wants to return before the expiry of her leave, or change any previous notification given to the Company, she must give 8 week's written notice before the initial end of her leave. If the employee does not want to return to work at the end of her maternity leave, she must give the period of notice required by her contract of employment.

The Company will notify the employee in writing of the date on which the leave will end, within 28 days of the employee's notification. The Company reserves the right to contact the employee on Maternity leave to establish her intention to return to work, not earlier than the end of the ordinary maternity leave. If the employee's original job is not available on return of her additional maternity leave, the employee has a statutory right to a similar job, with terms and conditions no less favourable than those before the maternity leave. In this case, the Company will consult the employee before her intended start date about any other similar jobs available.


#### ➤ Maternity Pay

An employee will be entitled to receive Statutory Maternity Pay for a period of 39 weeks providing she meets the below qualifying conditions:

- she has been employed by the Company for a continuous period of at least 26 weeks ending with the 15<sup>th</sup> week before the expected week of childbirth, and
- her average earnings are at least equal to the lower earnings limit for National Insurance contributions.

Maternity pay is paid by the Company through payroll at the same frequency as salary and at the following regulatory rates:

- 100% of your average gross weekly earnings for the first 12 weeks of your leave.
- Enhanced maternity pay: 50% of your average gross weekly earnings for the following 12 weeks (this amount includes your Statutory Maternity Pay entitlement)
- the SMP rate for the following 15 weeks which is currently £151.20
- Any additional leave will be unpaid or using accrued holiday for the period.



Maternity Pay and SMP is subject to income tax, NI contributions and normal voluntary deductions (e.g. pension contributions).

In the event that an employee doesn't qualify for Maternity Pay or SMP, the Company will provide the form SMP1 in order for the employee to claim the Maternity Allowance from social security.

➤ **KIT Days**

During your period of maternity leave, you may wish to keep in touch with your Manager to discuss and plan for your return. You do not have to do any work or attend any events during your Maternity Leave, but if your Manager and you both agree you can do up to 10 days' work. These are known as "Keeping In Touch" (KIT) days and can be used for training or other events. These days will be paid at your normal pay without losing your Maternity Leave and Pay entitlements.

➤ **Contractual terms and Employee benefits during Maternity Leave**

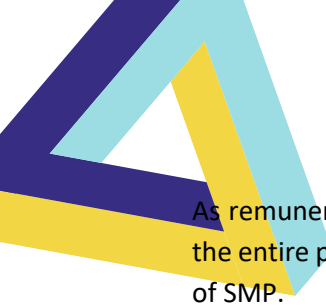
An employee who resumes work after her maternity leave is entitled to return to the same job on the same terms and conditions of employment as if she had not been absent, unless a redundancy situation has arisen or if it is not reasonably practicable for her to return to the same job, in which case she is entitled to be offered a suitable alternative vacancy.

Under the regulations, an employee who wishes to vary her working pattern on return of maternity leave has a right to request a flexible working pattern. This request must be set out in writing to the employee's direct manager, stating the reasons for requesting this flexible working pattern and the flexible working pattern requested. The Company will then arrange for a meeting to be scheduled in order to discuss the request. If the request is agreed, this will form a permanent change to the employee's contract of employment.

An employee returning to work after ordinary or additional maternity leave will be entitled to benefit from any general improvements to the terms and conditions that will have been introduced to the other employees while she has been away. The period of maternity leave will be counted for assessing personal length of service payments, entitlements and benefits. Holiday entitlement will continue to accrue for the entire period of the maternity leave (to contractual levels during ordinary maternity leave and in line with statutory requirements during additional maternity leave) and it will be included in the entitlement for the calendar year in which the employee returns.

The Company's pension contributions will remain at the same rate as they were before the maternity leave, i.e. based on the employee's current salary, providing the employee continues with her pension contributions. The Company's pension contributions will only be paid for the period when the employee receives SMP and will resume at the end of the maternity leave.

Private healthcare, Permanent health insurance and Life assurance will be continued throughout the entire period of maternity leave.



As remuneration is not paid during maternity leave, an employee's car allowance will be suspended for the entire period of the maternity leave, subject to the prevailing conditions associated with the payment of SMP.

#### 4.2.4.2 Parental Leave

An employee who has been continuously employed by the Company for a period of at least one year is entitled to take a period of unpaid leave to care for a child the employee is responsible for. This right applies to mothers and fathers and to a person who has obtained formal parental responsibility for a child. Parents are able to start taking parental leave as soon as the child is born or as soon as they have completed the required one year's qualifying service with the Company, whichever is later.

An employee is entitled to 18 weeks' parental leave for each child and is able to use the leave up to the child's 18<sup>th</sup> birthday, or until 18 years have elapsed following placement in the case of adoption. An employee is entitled to 18 weeks' parental leave for each child entitled to a disability living allowance, up to the child's 18<sup>th</sup> birthday. In any year, an employee may not take more than four weeks or less than one weeks leave at any one time. Consideration will be given to longer period of absence but this is always subject to the requirements of the business.

An employee wishing to take parental leave must notify the Company in writing at least 21 days before the date on which he/she would like the period of leave to start, including:

- the dates the employee would like the period of leave to start and end.
- the child's birth certificate.
- a copy of the adoption certificate when applicable.
- evidence of the child's entitlement to a disability living allowance when applicable.
- in the event that the employee is the father of the child and wishes to take his period of leave when the child is born, details of the expected week of childbirth and the duration of the leave.
- In the event that the child is to be placed with the employee for adoption and the employee wishes the leave to start on the date of placement, details of the week in which the placement is expected to take place and the duration of the leave.

The Company reserves the right to postpone an employee's period of parental leave if this would disrupt the operation of the Company's business. The employee will be consulted and an alternative date for the leave will be agreed within seven days of receiving the employee's notification, which will be no later than 6 months from the initial date requested. In the event that the employee wishes to cancel any period of parental leave, the employee will be required to give one week's notice to the Company.

The period of parental leave will be counted for assessing personal length of service payments, entitlements and benefits. An employee's car allowance will be suspended for the period of the parental leave.



#### 4.2.4.3 Paternity leave

An employee who meets the following conditions will qualify for paternity leave:

- to have or expect to have responsibility for the child's upbringing.
- to be the biological father of the child or the mother's husband or partner.
- to have worked continuously for the Company for 26 weeks ending with the 15<sup>th</sup> week before the baby is due.

An employee can choose to take either a block of one week or two consecutive week's paternity leave (the amount is the same if they are having more than one child, for example twins):

- the actual date of birth
- an agreed number of days after the birth
- an agreed number of days after the expected week of childbirth

The leave can start on any day of the week on or following the child's birth but must be completed within 56 days of the actual date of birth of the child (or due date if the baby is born early).

An employee wishing to take paternity leave must notify the Company in writing by the end of the 15<sup>th</sup> week before the baby is expected, unless this is not reasonably practicable, including:

- the week the baby is due.
- whether the employee wishes to take a block of one week or two consecutive weeks' leave.
- the start date of the leave.

An employee can change the start date of the leave by giving 28 days' notice in writing (unless this is not reasonably practicable).

Most employees will be entitled to receive Statutory Paternity Pay (SPP) for the period of their leave. SPP is paid by the Company for either a block of one week or two consecutive weeks as the employee has chosen. The rate of SPP, £151.20 or 90% of average weekly earnings (whichever is lower) is the same as the standard rate for Statutory Maternity Pay. SPP is subject to income tax, NI contributions and normal voluntary deductions (e.g. pension contributions).

In the event that an employee doesn't qualify for SPP, he may be able to get Income Support while on Paternity Leave, and further information is available from social security.

The period of paternity leave will be counted for assessing personal length of service payments, entitlements and benefits. An employee's car allowance will be suspended for the period of the paternity leave.

### Leave for antenatal appointments

Employees can take unpaid leave or use their annual holiday allowance to accompany a pregnant woman to antenatal appointments if they are:

- the baby's father
- the expectant mother's spouse or civil partner
- in a long term relationship with the expectant mother
- the intended parent (if they're having a baby through a surrogacy arrangement)

#### 4.2.4.4 Adoption Leave

Adoption leave and pay is available to individuals who adopt or to one member of a couple where a couple adopt jointly (the couple must choose which partner takes adoption leave). The partner of an individual who adopts, or the other member of a couple who are adopting jointly, may be entitled to paternity leave and pay. An employee who meets the following conditions will qualify for adoption leave:

- to be newly matched with a child for adoption by an adoption agency.
- to have worked continuously for the Company for 26 weeks ending with the week in which the employee is notified of being matched with a child for adoption.
- confirm that their partner is getting Statutory Adoption Pay in writing or by giving you a copy of their partner's form SC6
- meet the other eligibility conditions for paternity leave or pay

An employee is entitled to up to 26 weeks' ordinary adoption leave, followed immediately by up to 26 weeks' additional adoption leave. An employee can choose to start the leave from either:

- the date of the child's placement (whether this is earlier or later than expected).
- a fixed date which can be up to 14 days before the expected date of placement.

The leave can start on any day of the week. Only one period of leave is available irrespective of whether more than one child is placed for adoption as part of the same arrangement.

An employee wishing to take adoption leave must notify the Company in writing along with providing a copy of the SC4 form within 7 days of being notified by the adoption agency of the placement, unless this is not reasonably practicable, including:

- the date the child is expected to be placed.
- the start date of the leave.

An employee can change the start date of the leave by giving 28 days' notice in writing (unless this is not reasonably practicable). The Company will provide an answer to the leave request within 28 days of the employee's notification.

Most employees will be entitled to receive Adoption Pay (AP) for the period of their leave. AP is paid by the Company for up to 39 weeks at the same rate as Maternity pay. AP is subject to income tax, NI contributions and normal voluntary deductions (e.g. pension contributions).

In the event that an employee doesn't qualify for Statutory Adoption Pay, he/she may be able to get Income Support while on Adoption Leave, and further information is available from social security.

The period of adoption leave will be counted for assessing personal length of service payments, entitlements and benefits. An employee is entitled to the same contractual benefits and notice requirements as if under Maternity leave. An employee's car allowance will be suspended for the period of the adoption leave.

#### **Adoption-Paternity Leave start date**

An employee taking paternity leave because they're adopting can start their leave:

- on the date of placement
- an agreed number of days after the date of placement

Leave must be taken within 56 days of the date of placement.

#### **Proof of adoption**


Employees must give proof of adoption to qualify for paternity pay. Proof can be a letter from their adoption agency.

#### **4.2.4.5 Time off for dependants**

An employee has the right to request unpaid time off work to deal with an emergency involving someone who depends on the employee. A dependant is a husband, wife or partner, child or parent, or someone living with the employee as part of the employee's family or someone who is dependent upon the employee for the provision of care.

An emergency is when someone depending on the employee:

- is ill and needs the employee's help.
- is involved in an accident or assaulted.
- needs the employee to arrange their longer-term care.
- needs the employee to deal with an unexpected disruption or breakdown in care, such as a childminder or nurse failing to turn up.
- goes into labour.

- 
- Unforeseen closure of school.

An employee will be able to take time off in order to deal with the immediate emergency and to arrange for the dependant's care, providing the employee notifies his/her direct manager as soon as possible of the situation and the expected time off required. Other arrangements will have to be made in accordance with the employee's direct manager in the event that the employee wishes to stay off work longer to care for the dependant.

The payment of the employee's time off is at Company's discretion and will depend on the circumstances. Abuse of this policy may result in disciplinary action following full investigation.

#### **4.2.5 Other Time off Work**

##### **4.2.5.1 Compassionate leave**

In the event of sudden bereavement, urgent domestic crisis or sickness of a close relative needing attention or assistance, an employee may apply for compassionate leave. The Company will consider each case on its merits.

##### **4.2.5.2 Marriage / Registration of a Civil Partnership**

Employees will be given three additional days' paid holidays on the occasion of their marriage or the formal registration of a civil partnership, in addition to their contractual holidays. The attribution of these days must be approved by the Manager via the employee's holiday application on G Gate.

##### **4.2.5.3 Jury Service**


An employee who is called upon to undertake Jury Service must inform his/her direct manager and the HR Department and provide a copy of the summons immediately upon receiving the notification. In some cases, the Company may ask the employee to request postponement.

On receipt of documentation stating Jury Pay, the Company will pay the employee the difference between the pay received whilst on Jury Service and the employee's normal basic pay, for a period of up to 2 weeks.

If the court adjourns during working hours, the employee should, if possible, return to work unless otherwise directed by the court.

##### **4.2.5.4 Other time off work**

Where bad weather, security alerts, strikes or other transport difficulties affect an employee's journey to work, the employee should make every reasonable attempt to come into work even if this is some



inconvenience for the employee. Wherever possible, flexibility in working hours and location will be allowed.

GP or dentist appointments should be arranged outside of normal working hours wherever possible. However, if this is not possible, an employee will be allowed reasonable time off work to attend, at the Company's discretion, providing that these appointments are made for either the beginning or end of the working day. In this case, an employee must agree with his/her direct manager any appointment made and give as much prior notice as possible.

#### **4.2.6 Expenses & Travel Policy**

The Econocom full expenses and travel policy is in the **Appendix 2** of this handbook. The policy will be updated periodically and will be communicated accordingly to all employees.

#### **4.2.7 Driving Licence**

In the event that a valid driving licence is a condition of the employee's employment, the loss of the driving licence via conviction must be reported immediately to the Manager and the HR Department. Depending on circumstances, this may result in the termination of employment, without any reference to the disciplinary procedure, unless the Company decides otherwise at their absolute discretion.

The Company Policy is not to have company cars. When applicable, employees are required to use their own car for business purposes. Employees are advised that it is their responsibility to hold an insurance policy that covers the use of the vehicle for business purposes. The vehicle must be correctly licensed and, where appropriate, have a MOT certificate. This cannot be claimed as items of expense as it is already provided for in the approved mileage and car allowances.

The Company is not responsible for any damage, loss or liability resulting from any accident incurred by an employee when driving on Company business. The Manager and the HR Department must be notified as soon as practicable of any accident involving injury to the driver or passengers while the employee's vehicle is being used on Company business. The Company's Group Personal Accident Policy covers employees while driving their own vehicle on Company business, but not when they are driving between home and their normal place of work.

#### **4.2.8 Opportunities and Development**

##### **4.2.8.1 Skills Management**

Econocom operates an assessment process to provide employees with information on how well they are performing the duties, tasks and responsibilities of their job. The primary objective of this program is to ensure that periodic, formal discussions take place between the employees and the direct managers, with

regards to job related matters such as: how well they are doing their job, where and how they can improve their performance, what their strong points are, on what aspects they need to improve and what possible future opportunities exist for them within the Company.

### **The Bi-Annual Appraisal**

The Individual Bi-Annual Appraisal is held twice a year in January and June. The direct manager and the employee will be able to have a dedicated time to address the following points: targets in terms of attitude and behaviour, the organisation of work, the tasks allocated, the desired changes to improve productivity, personal development, future aspirations within the Company, the qualitative aspects relating to the employee's adaptation to the role, the improvement of inter-departmental communication, and the participation in cross-departmental work groups.

At the appraisals, the direct manager and the employee will review the achievement of the quantitative and qualitative objectives set in the previous 6 months and set the objectives to be achieved during the current year. Key indicators will be identified in order to follow the progress of the objectives and, where applicable, training requirements will be identified in order for the employee to achieve the objectives set.

#### **4.2.8.2 Training**

Both internal and external training courses will be provided to employees during the course of their employment. The main purpose of the training courses is to ensure that the employees have all the required skills to perform adequately in their job and to provide additional skills that may be required in the event that an employee wishes to progress within the Company.


The Company is prepared to pay for full or part of a specific training program requested by an employee. This should be discussed in the first instance with the employee's direct manager and the HR Department. The Company decision will depend on the relevance between the employee's job and the training, and the employee's aspirations in terms of career. In the event that the Company pays for a training program, the Company reserves the right to deduct the direct costs of the training in the following instances:

- Employee leaving the Company before completion of training full costs will be deducted from their salary.
- Employee leaving the Company within one year of training completion the costs will be deducted on a pro-rated basis.

#### **4.2.9 Personal details**

Each individual is responsible for ensuring they communicate to the HR Department any changes to their personal information in writing ensure that items such as emergency contact details are current and accurate at all times. It is therefore the employee's duty to inform the HR Department of any change in personal details, such as:

- Address
- Telephone number

- 
- Marital status or change of name
  - Next of Kin
  - Bank details
  - National Insurance number
  - Beneficiary for Life Assurance purposes
  - Qualifications obtained
  - Driving licence
  - Work permit

This will ensure that personal files are kept up to date and that changes that may affect an employee's benefits and entitlements may be recorded. Additionally, as per their contract of employment, employees are required to notify the HR Department if they take up any other remunerated employment outside the Company or if they are appointed a director of any other company.

Econocom aims to fulfil its obligations under the General Data Protection Regulation (GDPR) 2018 to the fullest extent. It is committed to protecting your privacy and respecting your personal information and will do all it can to keep it safe.

#### **4.2.10 Tax and National Insurance information**

P60 statements will be issued in May to all employees who were employed by the Company at the end of the tax year. P60s act as a certificate of earnings as they detail the gross earnings, PAYE and NI contributions relating to an employee for the previous tax year. Employees are advised to keep their P60 in a safe place, as they might need it to complete their annual income tax return.

Similarly, the Company is required to issue a P11d statement to the tax office after the end of each tax year. The P11d details the cost of any benefits received by an employee as part of employment (such as private health care). A copy of the P11d will be issued to the employees in July and they should keep it in a safe place, as they might need it to complete their annual income tax return. Entertaining and travel costs are currently covered by a dispensation agreement and a PAYE settlement between the Inland Revenue and Econocom, which means that these costs will not appear on the P11d by employee.


Any further details required regarding tax and national insurance should be forwarded to the HR Department.

### **4.3 Leaving Econocom**

#### **4.3.1 Leaving formalities**

An employee leaving the Company is required to give the period of notice stated in the contract of employment. Please refer to the "Notice period" section of this handbook for further details.

The HR Department will normally interview the leaving employee during the notice period to gain a greater understanding of the reasons for leaving and make arrangements for final salary payment, issue of P45, outstanding expenses and holiday pay due. A written confirmation on behalf of the Company will



be issued to the employee, which sets the terms and conditions of the termination of employment. In all cases, employees terminating their employment will be treated with the same standards of fairness and equality as are applied throughout the entire employment relationship between the employee and the Company. Final settlement of any monies due to the employee will be made after the employee has settled all accounts with the Company and has returned all Company property he/she may have.

The Company will make a payment in respect of any holiday accrued at the date of leaving but not taken in accordance with entitlements. The leaving employee is required to submit all expense claims with appropriate receipts prior to leaving the Company in order to receive the balance due. The Company reserves the right to deduct any outstanding sums from the final salary. Treatments of employee benefits are outlined in the relevant sections of this handbook.

Employees may be provided with an employment reference on leaving or following their departure from the Company. These references will only be given on receipt of a formal written request from the new employer. The Company will not provide references “to whom it may concern”. All requests for references on behalf of the Company should be addressed to the HR Department who will provide statements of fact concerning dates of employment and Job title only. Personal references may be provided by individuals

within the Company, without the involvement of the HR Department. However, these are not considered to be Company references and should not be completed on Company headed paper.


In some cases, ex-employees may wish to be re-employed by the Company to continue their careers. The application for re-employment will be treated like any other job applications. Assuming the employee’s prior employment with the company was successful, and had satisfactory job performance, the former employee may be re-employed. The re-employed employee will not be entitled to continuity of service.

#### 4.3.2 Redundancy

The Company will take all reasonable and practicable steps to avoid redundancy, but if it should arise an employee will only be dismissed by reason of redundancy if the dismissal is mainly due to the following:

- The Company has ceased or intends to cease business for which the employee was employed
- The Company has ceased or intends to cease to continue to carry on business in the location where the employee was employed.
- The requirements of the business have ceased or diminished
- The requirements of the business have diminished or are expected to cease or diminish in the location where the employee was employed.

In all cases the Company will comply with current legislation and adhere to the rules and guidelines covering qualifying period, redundancy payments, consultation periods and process, right of appeal, alternative work or any other provisions.



As much notice as possible will be given to employees affected by a possible redundancy and a consultation period will be set up. Redundancies will be declared by management only after all possible alternatives have been explored. Alternatives could include the agreement of the employees concerned to relocate to another part of the country and possibly be re-allocated to a different position. A written statement giving the reasons for the redundancy will be provided to the employees. Statutory redundancy payment will be paid in accordance with the statutory rules in force.

The employee has the right of appeal, which must be made in writing within 5 working days of the decision to proceed. Full details of the grounds for the appeal should be included. Should the business position alter during the redundancy process those employees who have been identified as redundant will be offered work, assuming it is suitable.

The Company will, at all times, comply with the statutory dismissal procedures as laid down from time to time.



## APPENDIX

1. Anti-Bribery and Corruption policy
2. Expenses policy
3. Modern Slavery and Human Trafficking policy