

# TODD AND CUE LIMITED

## EMPLOYEE HANDBOOK

	<b>Page</b>
Contents	1
Employee handbook issue & updates page	2
Introduction	3
Mission statement	4
Joining our organisation	5
Salaries, etc.	6
Holiday entitlement and conditions	8
Sickness/injury payments and conditions	10
Other benefits	13
Safeguards	14
Social Media Policy	19
Standards	20
Health, safety, welfare and hygiene	21
Eye Care Policy	22
General information and procedures	23
Whistle-blowers	24
Capability procedure	26
Disciplinary procedure	27
Capability/disciplinary appeal procedure	32
Grievance procedure	33
Personal harassment policy and procedure	34
Equal opportunities policy	37
Modern Day Slavery Act 2015 policy	39
FCA Principles	40
Termination of employment	41



# TODD AND CUE LIMITED

## **INTRODUCTION**

Welcome to our team. We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

This Employee Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment.

We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information please refer to your line manager.

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contract workers, members of the public or with fellow employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

General amendments to the Employee Handbook will be issued from time to time.

## **MISSION STATEMENT**

### **A) TODD & CUE LTD IS DEDICATED TO TREATING ITS CUSTOMERS FAIRLY**

1. All firms regulated by the FCA have to support the FCA Handbook's principle that a firm 'must pay due regard to the interests of its customers and treat them fairly'.
2. The TCF ('treating customer fairly') principle aims to raise standards in the way firms carry on their business by introducing changes that will benefit consumers and increase their confidence in the financial services industry.
3. Specifically TCF aims to:
  - a. help customers fully understand the features, benefits, risks and costs of the financial products they buy; and
  - b. minimise the sale of unsuitable products by encouraging best practice before, during and after a sale.

### **B) DESIRED CONSUMER OUTCOMES OF TCF**

1. The FCA has outlined six core consumer outcomes that it wishes to see as a result of the TCF initiative. These are that consumers:
  - a. deal with firms where the fair treatment of customers is a key part of the corporate culture;
  - b. are marketed and sold retail products that have been designed to meet their needs and are targeted accordingly;
  - c. receive clear information and are kept suitably informed before, during and after the point of sale;
  - d. receive suitable advice which takes account of their circumstances;
  - e. receive the product performance and standard of service that they have been led to expect from firms they deal with; and
  - f. do not face unreasonable post-sale barriers imposed by firms when they want to change product, switch provider, submit a claim or make a complaint.

## **JOINING OUR ORGANISATION**

### **A) PROBATIONARY PERIOD**

You join us on an initial probationary period of six months. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time.

We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

### **B) JOB DESCRIPTION**

You have been provided with a job description of the position to which you have been appointed but amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

### **C) EMPLOYEE TRAINING**

At the commencement of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the business.

### **D) PERFORMANCE AND REVIEW**

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses.

### **E) STAFF APPRAISAL SCHEME**

We have a staff appraisal scheme in place for the purpose of monitoring staff performance levels with a view to maximising the effectiveness of individuals, details of which are available separately.

### **F) JOB FLEXIBILITY**

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential as the type and volume of work is always subject to change, and it allows us to operate efficiently and gain maximum potential.

### **G) MOBILITY**

Although you are usually employed at one particular site, it is a condition of your employment that you are prepared, whenever applicable, to travel to any other of our suppliers. This mobility is essential to the smooth running of our business.

## **SALARIES, ETC.**

### **A) ADMINISTRATION**

#### 1. Payment

- a. For all staff the pay month is the calendar month. Basic salaries are paid by the 27th day of the current month.
- b. You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.
- c. Any pay queries that you may have should be raised with the Financial Controller.

#### 2. Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

#### 3. Income Tax and National Insurance

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes.

### **B) LATENESS/ABSENTEEISM**

1. You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your work.
2. All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.
3. If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the shift/day without pay.
4. Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

### **C) SHORTAGE OF WORK**

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time working, or alternatively, lay off. If you are placed on short time working, your pay will be reduced according to time actually worked. If you are placed on lay off, you will receive no pay other than statutory guarantee pay.

### **D) MATERNITY/PATERNITY LEAVE AND PAY**

You may be entitled to maternity/paternity leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant you should notify Human Resources at an early stage so that your entitlements and obligations can be explained to you.

**E) PARENTAL LEAVE**

If you are entitled to take parental leave in respect of the current statutory provisions, you should discuss your needs with Human Resources, who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

**F) TIME OFF FOR DEPENDANTS**

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action that is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with Human Resources, who, if appropriate, will agree the necessary time off.

## **HOLIDAY ENTITLEMENT AND CONDITIONS**

### **A) ANNUAL HOLIDAYS**

1. Your holiday year begins on 1<sup>st</sup> March and ends on the last day of February each year.
2. Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
3. It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward.
4. You should complete your Holiday Form for all holiday requests and have it signed by a Manager/Director before making any firm holiday arrangements.
5. Holiday requests will only be considered if you present them on form HR and we will allocate agreed holiday dates on a "first come - first served" basis whilst ensuring that operational efficiency and minimum staffing levels are maintained throughout the year.
6. You should give at least four weeks' notice of your intention to take holidays and one week's notice is required for odd single days.
7. You may not normally take more than two working weeks consecutively.
8. Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.
9. In the event of the termination of your employment any holidays accrued but not taken will be paid for. However, in the event of you having taken holidays in the current holiday year, which have not been accrued pro-rata, then the appropriate payments will be deducted from your final wages/salary. This is an express written term of your contract of employment.

### **B) PUBLIC/BANK HOLIDAYS**

Your entitlement to public/bank holidays and to any additional payment which may be made for working on a public/bank holiday is shown in your individual Statement of Main Terms of Employment.





## **SICKNESS/INJURY PAYMENTS AND CONDITIONS**

### **A) NOTIFICATION OF INCAPACITY FOR WORK**

1. You must notify us by telephone on the first day of incapacity and at the earliest possible opportunity by 9.30 am. Notification should be made personally (or if you are unable to do so, then by a relative, neighbour or friend), to the Section Head. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes.
2. If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

### **B) EVIDENCE OF INCAPACITY**

1. Doctors' certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.
2. If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive doctors' medical certificates to cover the whole of your absence.

### **C) PAYMENTS**

1. You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury provided you meet the criteria in the current SSP regulations. When you are absent for four or more consecutive days you will be paid SSP by us if you are eligible. This is treated like wages and is subject to normal deductions.
2. Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
3. Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

### **D) RETURN TO WORK**

1. You should notify the Section Head as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
2. If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
3. On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to the Section Head.
4. Upon returning to work you may be interviewed by the Section Head for the purposes of ascertaining your well-being.

**E) GENERAL**

1. Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence, may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.
2. In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
3. We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
4. If we consider it necessary, we may ask your permission to contact your doctor or for you to be independently medically examined.

**SICKNESS SELF-CERTIFICATION ABSENCE**

Form SCA

This form should be completed on your return to work following any period of sickness.

If you are returning to work after a period of sickness of more than 7 calendar days a medical certificate or certificates should already have been provided to cover the period of absence in excess of these first seven days.

<b>NAME:</b>		
<b>Dates of sickness (Including non-working days)</b>		
<b>FROM</b>		<b>TO</b>
_____	am/pm	_____
_____	day	_____
_____	date	_____
		am/pm
		day
		date
<b>Dates of absence</b>		
<b>FROM</b>		<b>TO</b>
_____	am/pm	_____
_____	day	_____
_____	date	_____
		am/pm
		day
		date
<b>Details of sickness or injury</b>		
<p>Did you consult a Doctor? YES/NO. If YES please give details of: Doctor's name, address, date of visit, treatment received and any current treatment. If NO please state why not.</p>		
<b>Declaration</b>		
<p>I certify that I was incapable of work because of my sickness/injury on the dates shown above and that this information is true and accurate.</p> <p>I acknowledge that false information will result in disciplinary action.</p> <p>I hereby give my employer permission to verify the above information.</p>		
Signed _____ (employee)		Acknowledged _____ (for employer)
Date _____		

## **OTHER BENEFITS**

### **A) HEALTH CARE INSURANCE**

You can be covered by our health care insurance scheme. We will pay the subscription during the period of your employment. Cover is available after six months' service for employees only.

### **B) PERMANENT HEALTH INSURANCE**

We subscribe to a permanent health insurance scheme, cover is available on completion of six months' service. Full details of the scheme will be issued separately.

### **C) LIFE ASSURANCE**

We subscribe to a life assurance scheme for all employees that provides a death in service benefit of four times basic pay on completion of six months' service.

### **D) STAFF PURCHASE FACILITIES**

You are permitted to buy services for your own use from us at reduced prices. All such purchases must be authorised by the Director.

## **SAFEGUARDS**

### **A) RIGHTS OF SEARCH**

1. Although we do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises, we would ask all employees to assist us in this matter should we feel that such a search is necessary. These searches are random and do not imply suspicion in relation to any individual concerned.
2. If you should be required to submit to a search, if practicable you will be entitled to be accompanied by a third party to be selected from only someone who is on the premises at the time a search is taking place. This right also applies at the time that any further questioning takes place.
3. We reserve the right to call in the police at any stage.

### **B) CONFIDENTIALITY**

1. All information that:-
  - a. is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
  - b. relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort; and
  - c. has not been made public by, or with our authority;

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.

2. You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

### **C) COPYRIGHT**

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

### **D) STATEMENTS TO THE MEDIA**

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by the Director.

### **E) PORTABLE COMPUTERS**

The following additional rules shall apply to the use and keeping of a portable computer.

1. When on Todd & Cue premises overnight or when not in use, it shall be placed in the secure store designated by the Directors.
2. When transported in a vehicle, it shall be placed in the locked boot or covered load area.
3. If the transporting vehicle is left unattended, it shall be securely locked and all other alarms and security devices activated.
4. If the transporting vehicle is to be left unattended overnight or during the daytime for in excess of 1 hour, the portable computer shall be removed.

5. When not in the transporting vehicle or on Todd & Cue premises, it shall at all times be personally carried by the authorised employee, except when:
  - a. In the employee's locked residence during daytime or overnight;
  - b. In a securely locked and alarmed building during daytime or overnight;
  - c. Elsewhere during daytime in a supervised building where the employee is engaged in work for ABC and to which the general public do not have access.
6. Data which is confidential or commercially sensitive shall only be held in a portable computer if it is essential to the employee's immediate work.
7. The employee shall take all such additional measures for the security of Data held on portable computers as are specified by a Director, in particular any procedure to password, encrypt or take security copies of Data held.

**E) INVENTIONS/DISCOVERIES**

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:-

- a. in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
- b. outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and
- c. during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

**F) VIRUS PROTECTION PROCEDURES**

In order to prevent the introduction of virus contamination into the software system the following must be observed:-

- a. unauthorised software including public domain software, magazine cover disks/CDs or Internet/World Wide Web downloads must not be used; and
- b. all software must be virus checked using standard testing procedures before being used.

**G) USE OF COMPUTER EQUIPMENT**

In order to control the use of the company's computer equipment and reduce the risk of contamination the following will apply:-

- a. The introduction of new software must first of all be checked and authorised by a nominated senior member of the company before general use will be permitted.
- b. Only authorised staff should have access to the company's computer equipment.
- c. Only authorised software may be used on any of the company's computer equipment.
- d. Only software that is used for business applications may be used.
- e. No software may be brought onto or taken from the company's premises without prior authorisation.

- f. Unauthorised access to the computer facility will result in disciplinary action.
- g. Unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

## **H) E-MAIL AND INTERNET POLICY**

### **1. Introduction**

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of Internet and E-mail within the company. The Internet and E-mail system have established themselves as an important communications facility within the company and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

### **2. Internet**

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the company name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

### **3. E-mail**

The use of the E-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the company's position on the correct use of the E-mail system.

### **4. Procedures - Authorised Use**

- a. Unauthorised or inappropriate use of the E-mail system may result in disciplinary action which could include summary dismissal.
- b. The E-mail system is available for communication and matters directly concerned with the legitimate business of the company. Employees using the E-mail system should give particular attention to the following points:-
  - i) all comply with company communication standards;
  - ii) E-mail messages and copies should only be sent to those for whom they are particularly relevant;
  - iii) E-mail should not be used as a substitute for face-to-face communication or telephone contact. Flame mails (i.e. E-mails that are abusive) must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
  - iv) if E-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The company will be liable for infringing copyright or any defamatory information that is circulated either within the company or to external users of the system; and
  - v) offers or contracts transmitted by E-mail are as legally binding on the



company as those sent on paper.

- c. The company will not tolerate the use of the E-mail system for unofficial or inappropriate purposes, including:-
- i) any messages that could constitute bullying, harassment or other detriment;
  - ii) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
  - iii) on-line gambling;
  - iv) accessing or transmitting pornography;
  - v) transmitting copyright information and/or any software available to the user;  
or
  - vi) posting confidential information about other employees, the company or its customers or suppliers.

## **SOCIAL NETWORKING POLICY**

### **A) INTRODUCTION**

Social networks are web-based communication structures that enable easy communication and relationship building between individuals via the Internet, many of which include additional access to further methods of interaction, such as e-mail and instant messaging. While we at the organisation consider the widespread use of social networking applications an effective and useful method for communication in the appropriate context, the potential for misuse by workers, during and out of work hours, is such that the following guidelines are in place.

Social networks include, but are not limited to Facebook, Twitter, LinkedIn, Badoo, Bebo and MySpace and personal blogs.

### **B) PURPOSE OF POLICY**

This social networking policy has the following purpose:

- To help protect the organisation against potential liability;
- To give employees clear guidance on what can and cannot be said about the organisation or other workers;
- To help line managers effectively manage employee performance, time management and use of the organisation's resources;
- To help workers separate their professional and personal communication;
- To comply with the law on discrimination, data protection and protecting the health of employees;
- To be clear about the use of monitoring within the organisation.

### **C) POLICY**

Access to email and the Internet is provided during working hours for the purpose of effectively completing work and use must comply with all organisation policies and procedures.

The organisation will not tolerate employees using social networking sites for unofficial or inappropriate uses. Specifically:

- You should not use such sites during contracted working hours for personal interest/benefit, without the authority of an appropriate manager. Usage during your agreed breaks is permitted, subject to the rules contained in this policy;
- You should not at any time upload photographs to your social networking sites of yourself or any other employee taken in a work situation or in a work uniform;
- No defamatory comments about the organisation should be made on such sites at any time;
- You should not at any time include information that identifies any other employee/contractor/supplier/client/customer or any other individual working in connection with us;

- You should not at any time express opinions on such sites which purport to be the opinion of the organisation, nor comments representing your own views on our organisation;
- Any personal blogs should contain a disclaimer that the views expressed on it are personal views of the author only;
- You should not at any time make comments on such sites which bring the organisation into disrepute;
- You should not at any time make comments on such sites which amount to bullying, harassment or any other detriment towards other employees/contractors/suppliers/clients/customers or any other individual working in connection with us.

“Use” includes use by means of PC, mobile phone or by any other means.

You should not use instant messaging whether on a PC or by any other means for personal interest during working hours.

#### **D) MONITORING OF SOCIAL NETWORK USE**

It is recommended that all employees use strict privacy settings on their social network profiles.

The organisation monitors your internet usage regularly and may undertake more in depth monitoring where considered necessary. This includes monitoring the websites you visit and any other matters referred to in this policy.

#### **E) ENFORCEMENT**

Any employee who we suspect has breached this policy will be subject to the organisation’s disciplinary procedure.

## **STANDARDS**

### **A) WASTAGE**

1. We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all our operations.
2. You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:-
  - a. handle machines, equipment and stock with care;
  - b. turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
  - c. ask for other work if your job has come to a standstill; and
  - d. start with the minimum of delay after arriving for work and after breaks.
3. The following provision is an express written term of your contract of employment:-
  - a. any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;
  - b. any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to re-imburse to us the full or part of the cost of the loss; and
  - c. in the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess up to a maximum of £250.00.
4. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

### **B) STANDARDS OF DRESS**

As you are liable to come into contact with customers and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. You should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

### **C) HOUSEKEEPING**

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

## **HEALTH, SAFETY, WELFARE AND HYGIENE**

### **A) SAFETY**

1. You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
2. You must not take any action that could threaten the health or safety of yourself, other employees, customers or members of the public.
3. Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
4. You should report all accidents and injuries at work, no matter how minor, in the accident book that can be found in the office.

### **B) REFRESHMENT MAKING FACILITIES/VENDING MACHINE**

We provide refreshment making facilities and vending machine for your use, which must be kept clean and tidy at all times.

### **C) SMOKING POLICY**

Our policy of no smoking in the building must be observed at all times.

### **D) ALCOHOL & DRUGS POLICY**

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

The effects of alcohol and drugs can be numerous:-  
(These are examples only and not an exhaustive list).

- a. absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.);
- b. higher accident levels (e.g. at work, elsewhere, driving to and from work); and
- c. work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc.).

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

### **E) HYGIENE**

1. Any exposed cut or burn must be covered with a first-aid dressing.
2. If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
3. Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.



# Todd & Cue Eye Care Policy

## Introduction

1.1 Regulation 5 of the Display Screen Equipment Regulations 1992 requires employers to ensure that employees are provided at their request with an appropriate eye and eyesight test by a competent person. Staff can have their eyes and eyesight checked as a result of their work on DSE.

## Background

1.2 Health and Safety Executive advice is that there is no reliable evidence that work with DSE causes any permanent damage to eyes or eyesight, but may make users with pre-existing vision defects more aware of them. As a result, users may suffer temporary visual fatigue, headaches and make work with DSE more tiring or stressful than it should be. Correcting defects can improve comfort, job satisfaction and performance.

## Procedure

1.3 Todd & Cue Ltd will reimburse staff the fee for the ophthalmic opticians test and:

a. Where corrective appliances (normally glasses) are required to correct vision defects at the viewing distance or distances used specifically for the display screen work concerned, Todd & Cue will reimburse the user for basic appliances. As at November 2018 a pair of basic frames for glasses would value at approximately £30-50 plus the cost of lenses and eye examination. If users wish to choose more costly appliances (e.g. with designer frames); or lenses with optional treatments not necessary for the work, reimbursement will be limited to the cost of basic appliances as judged by the optician. If the user also needs new glasses to correct non-DSE vision defects (e.g. for general use such as for reading or driving) then these must be purchased separately and no reimbursement will be appropriate from Todd & Cue for these.

b. However, if users already wear glasses or require corrective appliances to correct vision defects in addition to those for display screen work, they will be permitted to choose one pair of spectacles to correct all defects. In these situations reimbursement will be limited to the costs attributable to the requirements of the display screen work involved. An example of this would be where a user currently wears bifocal lenses enabling them to see distance and also for reading, but following a test they require help for the intermediate distance occupied by the DSE equipment. This problem could be overcome by prescribing trifocals or varifocals that incorporate a correction for the desired middle distance. In this case the reimbursement would be limited to the difference between the cost of the bifocals (which the user would have had to pay for anyway) and the cost of the trifocals or varifocals, as determined by the optician. No contribution in these cases will be made towards the cost of the frames and only the difference in the cost of the lenses will be considered.

c. No reimbursement (other than the test fee) will be appropriate where corrective appliances are prescribed for non-DSE activities only such as driving, watching TV or for reading and general office work.

Note: If following an examination a user finds that they need corrective appliances for DSE use and already wear or need glasses for general use also, then they need to clearly advise their optician whether they wish to be provided with glasses solely to correct the viewing distance for DSE work (1.3 a. above refers) or whether they wish the optician to incorporate all the corrections into a single pair of glasses (1.3 b. above refers).

1.4 Tinted or coated lenses which are prescribed to reduce the effects of glare are unnecessary as glare from display screens should be reduced at source. Therefore reimbursement will not be made for tinted or coated lenses.

1.5 Todd & Cue staff will need to submit an expenses claim with a receipt attached (showing the value of the eye test and/or glasses etc.) that have been purchased to Lynne Chambers. Todd & Cue will only reimburse staff to the value indicated at 1.3a.

## **GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES**

### **A) CHANGES IN PERSONAL DETAILS**

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

### **B) OTHER EMPLOYMENT**

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation.

### **C) TIME OFF**

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of the Section Head and will normally be without pay.

### **D) BEREAVEMENT LEAVE**

Individuals' reactions to bereavement vary greatly and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with the Section Head and agree appropriate time off.

### **E) TRAVEL EXPENSES**

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.

### **F) COMMUNICATIONS**

We will try to keep you informed about items of interest by means of our notice board. You should use this, if you wish (with permission), to promote any particular item of interest to other employees.

### **G) EMPLOYEES' PROPERTY**

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight.

### **H) LOST PROPERTY**

Articles of lost property should be handed to the Section Head who will retain them whilst attempts are made to discover the owner.

### **I) PARKING**

No liability is accepted for damage to private vehicles, however it may be caused.

### **J) MAIL**



All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

**K) TELEPHONE CALLS/ MOBILE PHONES**

Telephones are essential for our business. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing calls can only be made with the prior permission of the Section Head. Personal mobile phones should be switched off during working hours.

**L) BUYING OR SELLING OF GOODS**

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours.

**M) COLLECTIONS FROM EMPLOYEES**

Unless specific authorisation is given by the Director, no collections of any kind are allowed on our premises.

**N) FRIENDS AND RELATIVES CONTACT**

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency.

**O) CLIENT RELATIONS**

We provide services to clients and you are employed to do work on behalf of our clients, sometimes on their own premises. Because of this relationship our clients may from time to time request that an individual be removed from a job in accordance with their contract with us. In such circumstances we will investigate the reasons for such requests. However, if our client maintains their stance we will then take all reasonable steps to ensure that alternative work is provided. If this is not possible we may have no alternative but to terminate your employment. This procedure is separate from any concurrent disciplinary matter which may need to be addressed.

**P) COMPLIANCE OBLIGATIONS**

1. You should recognise that you owe regulatory responsibilities to the employer and to the regulator.
2. You shall, when performing your obligations under this agreement, comply with:
  - a. FCA's principles and any further rule or equivalent requirement issued by the FCA.
  - b. The Financial Services and Markets Act and any successor legislation.
  - c. The employer's written instructions as issued from time to time.
3. During your employment, you shall not perform any regulated activity before receiving formal written authorisation from the employer.
4. During your employment, you shall attend such training and submit to such assessment as the employer from time to time specifies.
5. During your employment, you shall maintain accurate records of your activities as required by the employer from time to time.
6. During your employment, you will notify the employer instantly of all complaints received from

clients together with details of any rule breaches.

7. You shall allow the employer, the regulator and their agents full and unrestricted access to any premises from which you operate including you home, you business premises, and computer and other equipment so far as they relate to regulated activities and, as the employer or a regulator considers necessary to fulfil regulatory requirements, any other business with which you may be involved.
8. You shall co-operate fully with any enquires, investigations or reviews made by the employer, or the regulator or any person nominated by them during the course of this agreement and for so long as the employers or the regulator thinks necessary. This includes producing to any person nominated by the employer, or the regulator any documents, information or material as they may require.
9. You must recognise that for the purposes of FCA rules either of the employer, or the regulator may suspend or restrict the scope of your activities or terminate the employee's authorisation to carry on regulated activities.
10. You shall observe the terms of any suspension or restriction upon your activities, or termination of your authorisation to carry on regulated activities, imposed by the employer, or the regulator.
11. On termination of your employment, or if you are suspended or have your authorisation to carry on regulated activities terminated by the regulator, you shall cease carrying on regulated activities and shall observe all written directions from the employer and the regulator and shall make available to the employer and regulator all client files and records relating to work which you carried on as an employee.
12. Unless expressly stated otherwise the provisions of this clause P shall remain in force after termination of employment for as long as the employer or the regulator considers necessary.
13. A breach of FCA rules will be viewed as a disciplinary offence.

At the earliest possible time, you will supply details to the employer in writing of any legal proceedings involving criminal charges or insolvency proceedings including full particulars of the outcome of any such proceedings in which you may in any way be involved.

## **WHISTLE-BLOWERS**

1. If you believe that the company is involved in any form of wrongdoing such as:
  - a. committing a criminal offence;
  - b. failing to comply with a legal obligation;
  - c. endangering the health and safety of an individual;
  - d. environmental damage; or
  - e. concealing any information relating to the above

you should in the first instance report your concerns to your Manager who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate organisation or body, e.g. the Police, the Environment Agency, Health and Safety Executive or Social Services Department.
2. If you do not report your concerns to your Manager you may take them direct to the appropriate organisation or body.
3. The Public Interest Disclosure Act 1998 prevents you from suffering a detriment or having your contract terminated for 'whistle-blowing' and we take very seriously any concerns which you may raise under this legislation.
4. We encourage you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has not been invoked in good faith (e.g. for malicious reasons or in pursuit of a personal grudge), then it will make you liable to immediate termination of engagement or such lesser disciplinary sanction as may be appropriate in the circumstances.

### **ADVICE**

If you want free, confidential advice on what is protected by PIDA and how best to raise your concern, you can contact for example, the independent charity, Public Concern at Work on 020 7404 6609 / [www.pcaw.co.uk](http://www.pcaw.co.uk)

## **EXTERNAL – FINANCIAL CONDUCT AUTHORITY**

1. If you're worried about something at work, it may be that you are concerned about something that is relevant to the functions of the FCA. If you've disclosed your worry internally and you are concerned either by the response or lack of response, or if you feel unable to talk to anyone internally for whatever reason, you can contact the FCA.
2. The PIDA protects you if you contact the FCA where:-
  - a. you satisfy the test for speaking to your employer (see above);
  - b. you reasonably believe the information and any allegations in it are substantially true; and
  - c. you reasonably believe the FCA is responsible for the issue in question.
3. Please note that there are other bodies prescribed under PIDA for a range of matters apart from financial services see [www.hms.gov.uk/si/si1999/19991549.htm](http://www.hms.gov.uk/si/si1999/19991549.htm) and use 'search' to find Public Interest Disclosure Act.

### **FCA contact details**

FCA's direct whistleblowing number is 020 7676 9200  
FCA's direct email address is [whistle@FCA.gov.uk](mailto:whistle@FCA.gov.uk)  
Further information is available at [www.FCA.gov.uk/whistle/](http://www.FCA.gov.uk/whistle/)

### **Please send letters to:**

Authorisation Enquiries Department (ref PIDA)  
Financial Conduct Authority  
25 The North Colonnade  
Canary Wharf  
London  
E14 5HS

## **CAPABILITY PROCEDURES**

### **A) INTRODUCTION**

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

### **B) JOB CHANGES/GENERAL CAPABILITY ISSUES**

1. If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
2. If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
3. If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
4. If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

### **C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES**

1. Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
2. There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

### **D) SHORT SERVICE STAFF**

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal but you will retain the right to a hearing

and you will have the right to appeal.

## **DISCIPLINARY PROCEDURES**

### **A) INTRODUCTION**

1. It is necessary to have a minimum number of rules in the interests of the whole organisation.
2. The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.
3. Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
4. The following rules and procedures should ensure that:-
  - a. the correct procedure is used when requiring you to attend a disciplinary hearing;
  - b. you are fully aware of the standards of performance, action and behaviour required of you;
  - c. disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
  - d. you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
  - e. other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
  - f. you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
  - g. if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

### **B) DISCIPLINARY RULES**

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

**C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT**

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:-

- a. failure to abide by the general health and safety rules and procedures;
- b. smoking in designated non smoking areas;
- c. consumption of alcohol on the premises;
- d. persistent absenteeism and/or lateness;
- e. unsatisfactory standards or output of work;
- f. rudeness towards customers, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- g. failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- h. unauthorised use of E-mail and Internet;
- i. failure to carry out all reasonable instructions or follow our rules and procedures;
- j. unauthorised use or negligent damage or loss of our property;
- k. failure to report immediately any damage to property or premises caused by you;
- l. use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
- m. failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
- n. if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- o. carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain; and
- p. loss of driving licence where driving on public roads forms an essential part of the duties of the post.



**D) SERIOUS MISCONDUCT**

1. Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
2. You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

**E) RULES COVERING GROSS MISCONDUCT**

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:-

- a. theft or fraud;
- b. physical violence or bullying;
- c. deliberate damage to property;
- d. deliberate acts of unlawful discrimination or harassment;
- e. possession, or being under the influence, of illegal drugs at work;
- f. breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

(The above examples are illustrative and do not form an exhaustive list.)

**F) DISCIPLINARY PROCEDURE**

1. Disciplinary action taken against you will be based on the following procedure:-

<b>OFFENCE</b>	<b>FIRST OCCASION</b>	<b>SECOND OCCASION</b>	<b>THIRD OCCASION</b>	<b>FOURTH OCCASION</b>
<b>UNSATIS-FACTORY CONDUCT</b>	Formal verbal warning	Written warning	Final written warning	Dismissal
*****				
<b>MISCONDUCT</b>	Written warning	Final written warning	Dismissal	
*****				
<b>SERIOUS MISCONDUCT</b>	Final written warning	Dismissal		
*****				
<b>GROSS MISCONDUCT</b>	Dismissal			
*****				

2. We retain discretion in respect of the disciplinary procedure to take account of your length of service and to vary the procedure accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal but you will retain the right to a disciplinary hearing and you will have the right of appeal.
3. If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.
4. In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

## **G) DISCIPLINARY AUTHORITY**

The operation of the disciplinary procedure contained, in the previous section, is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher or lower level of seniority, in the event of the appropriate level not being available, or suitable, progressing any action at whatever stage of the disciplinary process.

Formal verbal warning	Director
Written warning	Director
Final written warning	Director
Dismissal	Director

## **H) PERIOD OF WARNINGS**

### **1. Formal verbal warning**

A formal verbal warning will normally be disregarded for disciplinary purposes after a three month period.

### **2. Written warning**

A written warning will normally be disregarded for disciplinary purposes after a six month period.

### **3. Final written warning**

A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

## **I) GENERAL NOTES**

1. If you are in a supervisory or managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.
2. In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
3. Gross misconduct offences will result in dismissal without notice.
4. You have the right to appeal against any disciplinary action.

## **CAPABILITY/DISCIPLINARY APPEAL PROCEDURE**

1. You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
2. If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.
3. It may be necessary, because of the size of our organisation, for the appeal to be heard by the person who took the original action and it is therefore important that your appeal gives details of why the penalty imposed is either too severe, inappropriate or unfair in the circumstances.
4. If you are appealing on the grounds that you have not committed the offence, it may be necessary for the person conducting the appeal to have a complete re-hearing so that there can be a reappraisal of all matters before a decision is made to grant or refuse the appeal.
5. You may be accompanied at the appeal hearing by a fellow employee of your choice and the result of the appeal will be made known to you in writing, normally within five working days after the hearing. This is the final stage of the appeal process.

## **GRIEVANCE PROCEDURE**

1. It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
2. Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
3. You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
4. If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
5. If you wish to appeal you must inform your Manager within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the company will be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).
6. Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

## **RESTRICTIVE COVENANT**

### **CLAUSE 1**

#### **NON-SOLICITATION – GENERAL**

#### **AND NON-DEALING** (including prospects)

##### **1. NON-SOLICITATION AND NON-DEALING COVENANTS**

#### **Of prospective clients (those attained after start of employment with Todd & Cue Ltd):**

The Employee shall not during the period of 12 months after the date of termination of his/her employment with The Company directly or indirectly on his/her account or on behalf of or in conjunction with any person, firm, company or other organisation or entity either: -

- a) conduct Restricted Business; and/or
- b) canvass or solicit or by any other means seek to conduct Restricted Business

with any Prospective Client with whom The Employee shall have had material dealings in the course of his/her duties during the Relevant Period.

#### **DEFINITIONS**

**“Restricted Business”** shall mean any business or activity carried on by The Company at any time during the Relevant Period and in which the Employee shall have been directly concerned during the Relevant Period.

**“Restricted Clients”** shall mean any person, firm or company or other organisation or entity who at any time in the Relevant Period a client of The Company.

**“Relevant Period”** shall mean the 12 month period preceding the date of termination of The Employee’s employment with The Company, ending on that date.

### **CLAUSE 2**

#### **CONFIDENTIALITY CLAUSE**

The Employee shall not make use of, divulge or communicate to any person (save in the proper performance of his / her duties) any trade secrets or other confidential information of or relating to The Company, or that of other persons or bodies with whom The Company has dealings of any sort, which The Employee may have received or obtained, or has otherwise been acquired by them in confidence. whilst in the employment of The Company. The restriction shall continue to apply after the termination of employment without limit in point of time but shall cease to apply to information ordered to be disclosed by a Court of competent jurisdiction or otherwise required to be disclosed by law.

Confidential information shall include but shall not be limited to ‘customer information’ lead sheets, client lists of any kind, client contracts, sales aids, consultancy documentation, details of clients, consultancy work, advice information, tribunal proceedings, etc.

‘Customer information’ includes information relating to: -

- a) the names or addresses or telephone numbers of The Company's customers and/ or the employees of such customers with whom The Company has had contacts.
- b) the requirements of such customers for: -
  - I. Insurance Services/Products
  - II. Risk Management Services

The Employee is to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of their employment with The Company, or at any other time upon demand, return to The Company any such material in their possession.

**CLAUSE 3**  
**COPYRIGHT**

All written material, whether held on paper, electronically or magnetically which was made or acquired by The Employee during the course of employment with The Company, is The Company's property and copyright.

At the time of termination of employment with The Company, or at any other time upon demand, The Employee shall return to The Company any such material in their possession.

**CLAUSE 4**  
**NON-POACHING OF EMPLOYEES**

The Employee shall not either during his/her employment with The Company or during the period of 12 months after the date of termination of his/her employment with The Company directly or indirectly induce or seek to induce any employee who was employed by The Company at the date of termination of employment of the Employee's employment with The Company to leave the employment of The Company whether or not this would constitute a breach of contract on the part of the aforementioned other employees.

**CLAUSE 5**  
**PREVENTION OF EMPLOYMENT BY CLIENTS**

The Employee shall not during the period of 12 months after the date of termination of his/her employment with The Company directly or indirectly be engaged or employed by any Restricted Client with whom The Employee shall have had material dealings in the course of his/her duties during the Relevant Period.

**DEFINITIONS**

"**Restricted Clients**" shall mean any person, firm or company or other organisation or entity who was at any time in the Relevant Period a client of The Company.

"**Relevant Period**" shall mean the 12 month period preceding the date of termination of The Employee's employment with The Company, ending on the date.

**SEVERABILITY CLAUSE**

Each of the restrictions contained in the Restrictive Covenant Agreement is intended to be separate and severable. In the event that any of the restrictions set out above shall be held void but would be a valid part if the working thereof was deleted, such restrictions shall apply with such deletion as may be necessary to make it valid and effective.

## **PERSONAL HARASSMENT POLICY AND PROCEDURE**

### **A) INTRODUCTION**

1. Harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
2. Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
3. We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

### **B) POLICY**

1. We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.
2. We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
3. We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

### **C) EXAMPLES OF PERSONAL HARASSMENT**

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:

- a. insensitive jokes and pranks;
- b. lewd or abusive comments about appearance;
- c. deliberate exclusion from conversations;
- d. displaying abusive or offensive writing or material;
- e. unwelcome touching; and
- f. abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be



taken against employees committing any form of personal harassment.

## **D) COMPLAINING ABOUT PERSONAL HARASSMENT**

### **1. Informal complaint**

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the Director, who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

### **2. Formal complaint**

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the Director as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:-

- a. the name of the alleged harasser;
- b. the nature of the alleged harassment;
- c. the dates and times when the alleged harassment occurred;
- d. the names of any witnesses; and
- e. any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation which will normally be within ten working days of the meeting with you, a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent, in writing, to you and to the alleged harasser. You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.



**E) GENERAL NOTES**

1. If the report concludes that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary and disciplinary dismissal procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
2. If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

## EQUALITY POLICY

### A) STATEMENT OF POLICY

1. The company is committed to encouraging diversity and creating an environment in which individual differences and the contributions of all employees are recognised and valued.
2. To this end, the company will provide quality and fairness for all employees and oppose all forms of unlawful and unfair discrimination on the grounds of gender, marital status, race, ethnic origin, colour, nationality, national origin, disability, sexual orientation, religion or age.
3. All employees whether full time or part time or temporary will be treated fairly and with respect.
4. Recruitment and selection for employment, promotion, training or any other benefit will be on the basis of aptitude, ability, merit and performance. All employees will be helped and encouraged to develop their full potential and the talents and resources of the workforce will be fully utilised to maximise the efficiency of the organisation.
5. There will be no discrimination against any creed, religion or personal belief provided that such beliefs do not run counter to this policy by advocating discrimination or intolerance of other employees. The Company will endeavour to accommodate as far as is practicable essential practices related to such creeds provided that they neither breach Company policy nor interfere with the efficient running of the business or its legal obligations.
6. The Company recognises that disabled employees may require reasonable adjustments to enable them to effectively fulfil their duties and wherever feasible, the Company will carry out such adaptations to the workplace, including modification of equipment to accommodate the disability.
7. If any employee believes that he or she or any other employee has been discriminated against or otherwise treated unfairly on the grounds of gender, marital status, race, ethnic origin, colour, nationality, national origin, disability, sexual orientation, religion or age, then he or she should report the matter as soon as possible to their Manager so that there can be an investigation and consultation with a view to establishing the facts and any steps which need to be taken.

Breaches of the Equality Policy will be regarded as misconduct and could lead to disciplinary action.

## **TERMINATION OF EMPLOYMENT**

### **A) RESIGNATIONS**

All resignations by employees must be supplied in writing, stating your reason for resignation.

### **B) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE**

If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of main terms of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

### **C) RETURN OF OUR PROPERTY**

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

### **D) RETURN OF VEHICLES**

On termination of your employment you must return your company vehicle to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

### **E) GARDEN LEAVE**

If either you or the Company serves notice on the other to terminate your employment the Company may require you to take "garden leave" for all or part of the remaining period of your employment.

If you are asked to take garden leave you:

- i) must not attend your place of work or any other premises of the Company or any associated companies; unless otherwise requested by the Company;
- ii) may be asked to relinquish immediately any offices you hold in the Company or any associated companies;
- iii) may not be required to carry out your normal duties during the remaining period of your employment; however you will still be available for answering queries;
- iv) must return to the company all documents, software, equipment, Company property and other materials (including copies) belonging to the Company or associated companies containing confidential information; and
- v) must not, without the prior written permission of the Company, contact or attempt to contact any client, customer, supplier, agent, professional adviser, broker, or banker of the Company or any associated companies or any employee of the Company or any associated companies.

#### **NB.**

**During any period of garden leave you will continue to receive your full salary and any other contractual benefits.**

## MODERN DAY SLAVERY ACT 2015 POLICY STATEMENT

Todd & Cue Ltd. recognises that slavery and human trafficking remains a hidden blight on our global society. The aim of the Company is to identify our responsibility by alerting staff to the risks, however small, in our business and in the wider supply chain. Staff are expected and encouraged to report concerns to management, where they are expected to act upon them.

We are committed to ensuring that there is no modern day slavery or human trafficking in our supply chains or in any part of our business. Our Anti-slavery Policy Statement reflects our commitment to acting ethically and with integrity in all our business relationships and to implementing and enforcing effective systems and controls to ensure slavery and human trafficking is not taking place anywhere in our supply chains.

The implementation and operation of this Policy Statement underlines our commitment to the Modern Day Slavery & Trafficking Act 2015. Procedures in place ensure that this policy is understood and communicated to all levels of the company via the Modern Slavery Course on Broker Assess, and that it is regularly reviewed by the Directors to ensure its continuing suitability and relevance to the company activities.

The Company will achieve these aims by our initiative to identify and mitigate risk in the following ways (But not limited to):-

- Vetting and investigation of our supply chain (insurers, suppliers)
- Continually audit & review our practices for checking all employees are paid at least the minimum wage and have the right to work;
- We encourage the reporting of concerns and the protection of whistle blowers.
- The company will not knowingly support or deal with any business involved in slavery or human trafficking.
- We have zero tolerance to slavery and human trafficking. We expect all those in our supply chain and contractors comply with our values.

To ensure a high level of understanding of the risks of modern slavery and human trafficking in our supply chains and our business, we provide training to relevant members of staff. All Directors have been briefed on the subject.

We use the following key performance indicators (KPIs) to measure how effective we have been to ensure that slavery and human trafficking is not taking place in any part of our business or supply chains:

- Completion of Audits by Directors and Managers
- Use of payroll systems via our Payroll administrators; and
- Level of communication and personal contact with next link in the supply chain and their understanding of, and compliance with, our expectations.

This policy is in accordance with Section 54 of the Modern Slavery Act 2015 and constitutes our group's slavery and human trafficking statement.

### FCA PRINCIPLES

1 Integrity	A firm must conduct its business with integrity.
2 Skill, care and diligence	A firm must conduct its business with due skill, care and diligence.

<b>3</b> Management and control	A <i>firm</i> must take reasonable care to organise and control its affairs responsibly and effectively, with adequate risk management systems.
<b>4</b> Financial prudence	A <i>firm</i> must maintain adequate financial resources.
<b>5</b> Market conduct	A <i>firm</i> must observe proper standards of market conduct.
<b>6</b> Customers' interests	A <i>firm</i> must pay due regard to the interests of its <i>customers</i> and treat them fairly.
<b>7</b> Communications with clients	A <i>firm</i> must pay due regard to the information needs of its <i>clients</i> , and communicate information to them in a way which is clear, fair and not misleading.
<b>8</b> Conflicts of interest	A <i>firm</i> must manage conflicts of interest fairly, both between itself and its <i>customers</i> and between a <i>customer</i> and another <i>client</i> .
<b>9</b> Customers: relationships of trust	A <i>firm</i> must take reasonable care to ensure the suitability of its advice and discretionary decisions for any <i>customer</i> who is entitled to rely upon its judgment.
<b>10</b> Clients' assets	A <i>firm</i> must arrange adequate protection for <i>clients'</i> assets when it is responsible for them.
<b>11</b> Relations with regulators	A <i>firm</i> must deal with its regulators in an open and cooperative way, and must disclose to the <i>FCA</i> appropriately anything relating to the <i>firm</i> of which the <i>FCA</i> would reasonably expect notice.