

DASA Group of Companies

Employee Handbook

Version 1.1 - 2020



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I. Message from the CEO

Welcome to the DASA Group of Companies, we're happy you've chosen to work with us.

I founded the company in 2006 because I believe we offer a better long term service as a vital supply chain partner, compared to other companies that have come and gone, but we'll get more into that later.

We developed this Employee Handbook to get you acquainted with what we do, why we do it and how you fit into the big picture. Every company is different in their approach so if this is your first day, your main priority is to be a sponge and soak up all the information coming your way.

Not only will this Employee Handbook get you familiar with DASA, it's also meant to be a useful tool for the future. The goal of this book is to contain all the relevant information you need to know now and provide an easy reference point should you need to come back to it .

Again, thank you for joining us on this journey. Welcome to the team.

M J Marzook

Managing Director

II. Disclaimer

The purpose of this Employee Handbook is to provide employees with general information and guidelines. It is in no way a legal contract, and your employment may be terminated or resigned from at any time. If there is a conflict between the content of a policy and your employment contract, your employment contract will generally override the policy.

This Staff Handbook sets out the main policies and procedures that you will need to be aware of while working for us. You should familiarize yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to your line manager.

As the umbrella company, we engage multiple fee-earning workers as employees, therefore you will effectively become an employee of DASA Umbrella Limited. The policies and procedures set out in this handbook apply to all staff unless otherwise indicated. They therefore apply to managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees, casual and agency staff as well as volunteers (collectively referred to as staff in this handbook). They do not form part of the terms of your contract with us, which are provided to you separately. Your contract sets out your job title, hours and place of work, any probationary period, salary, holidays and holiday pay, sickness absence reporting procedure and sick pay, your entitlement to and obligation to give notice to terminate your contract and the duties of confidentiality and restrictions that continue to apply after the termination of your contract.

The policies set out in this handbook apply to most 'Staff' there may however be some differences/ exclusions depending on classification of self-employed contractors. If you are unsure please contact us for clarification based on your personal circumstances.

The Managing Director has overall responsibility for this Staff Handbook and for ensuring that its policies and procedures comply with our legal obligations. It will be reviewed regularly to ensure that the staff handbook and its provisions continue to meet our legal obligations and reflect best practice.

Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. Managers must ensure all staff understand the standards of behaviour expected of them and to take action when behaviour falls below those requirements. More information can be found in the Code of Good Conduct and Code of Ethics documents which can be referenced on our website, you should familiarize yourself with this guidance and we advise to save them for ease of reference in the future. We may also update the documents from time to time to ensure we meet our legal obligations and that they reflect best practice.

We are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partner status, pregnancy or maternity, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

III. Company Profile

History

The DASA brand has evolved over more than two decades and now comprises a group of complementary companies providing a complete portfolio of payroll services to temporary recruitment agencies and contractors. The company structure has developed to meet the demands of the rapidly growing contingent workforce in the UK, and to adapt to the legal requirements of employment law and regulations governing the supply of temporary staff.

DASA Umbrella Limited evolved from an accountancy company, after seeing how inconsistent invoices were being paid for temporary workers' timesheets - we knew there must be a better way to offer this service. DASA Consulting began offering fully compliant outsourced payroll services in 2005 along with traditional accountancy services. DASA Umbrella Limited was established as a stand alone company in 2013 as the DASA Group of companies grew. We now have enhanced compliance credentials from industry trade associations including FCSA, Professional Passport, APSCo and TEAM.

Core Values

Not only is DASA Umbrella Limited an ethical umbrella company but we also embody our company values:

- Honesty
- Transparency
- Best Practice

Mission

In the early days, the company was a traditional accountancy practice serving a diverse range of businesses and self-employed individuals with customer service a prerequisite; this ethos has prevailed throughout our twenty-year history and remains an integral facet of our company culture today. We have witnessed the explosion in the number of payroll companies joining the market, but we have stayed true to our original ethos whereby every contractor is treated as an individual and business is conducted with honour and respect.

The DASA Group of Companies strives to be recognised as the most compliant provider of outsourced payroll and accountancy services to the temporary staffing recruitment industry among others. Delivered via an inter-related portfolio of product-specific companies, The DASA Group is underpinned by demonstrably ethical payroll processes and procedures, plus an enlightened customer care strategy. We aspire to be the payroll brand of choice for both ambitious recruitment agencies and the contingent workforce community.

Vision

The DASA Group has experienced an exciting period of sustainable growth, represented by both additions to the team and various new companies. We hope to continue this success with an increasing reputation for excellence; we are one of the most ethical payroll providers in the UK.

- To enhance the financial well-being of contractors, freelancers and agency workers

IV. Orientation & First Day

Forms

We are unable to process any type of payments until we have received the Starter Forms from you, including the following information:

- National Insurance Number
- Personal and emergency contact information
- Bank details
- Signed terms and conditions for DASA Umbrella Limited
- ID documents to verify and confirm employment eligibility

Please ensure your Starter Pack is returned by midday on Wednesday to ensure payment can be made on the Friday. All completed forms should be emailed to the DASA office: customerservices@dasa-umbrella.co.uk. Without the completed forms we are unable to create a payroll ID, if we receive the starter form after midday on Wednesday your payroll will not be processed until the following Friday.

Emergency Contact Details

The Accounts Department is responsible for maintaining up-to-date details of your home address and the emergency contact telephone numbers of the person or persons you would like us to contact in the event of an emergency, for example if you have an accident. This information will be requested by your line manager or the Accounts Department when you start work and you should advise us of any changes straight away. This information is held in confidence and will only be used when needed.

We may write separately to the person or persons whose contact details you have provided, notifying them that we have a legitimate interest in holding their details and why it is important to ensure they are correct.

Dress Code

We encourage everyone to maintain an appropriate standard of dress and personal appearance at work. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:

- (a) promote a positive and professional image;
- (b) respect the needs of men and women from all cultures and religions;
- (c) make any adjustments that may be needed because of disability;
- (d) take account of health and safety requirements; and
- (e) help staff and managers decide what clothing it is appropriate to wear to work.

Managers are responsible for ensuring that this dress code is observed and that a common sense approach is taken to any issues that may arise. Any enquiries regarding the operation of our dress code (including whether an article of clothing is suitable to wear to work) should be made to your line manager or the Human Resources Department.

Failure to comply with the dress code may result in action under our Disciplinary Procedure.

We will review our dress code periodically to ensure that it reflects appropriate standards and continues to meet our needs.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

Umbrella workers working on client sites are also subject to the client's own dress code requirements.

Appearance

While working for us you represent us with clients or customers and the public. Your appearance contributes to our reputation and the development of our business.

It is important that you appear clean and smart at all times when at work, particularly when you may be in contact with clients, other business contacts or the general public.

Different departments may have specific clothing requirements, for example, because their work is customer-facing or raises particular health and safety concerns. It is important that you dress in a manner appropriate to your working environment and the type of work you do. All employees in customer facing roles should wear smart business attire or business casual attire.

Employees in customer and public facing roles may be asked to cover up visible tattoos or to remove or cover up visible body piercings.

You should not wear casual, gym or beach wear to work. This includes track suits, sweat-shirts, t-shirts or shorts, combat trousers, jogging bottoms, ripped denim jeans, or leggings. Clothing should not be dirty, frayed or torn. Tops should not carry wording or pictures that might be offensive or cause damage to our reputation (this includes football shirts or other sports team kit). It is inappropriate to wear cut-off shorts, crop tops, see-through material or clothing that exposes areas of the body normally covered at work.

Footwear must be safe and clean and take account of health and safety considerations. Trainers, stilettos and flip-flops are not considered acceptable.

Where we provide safety clothing and equipment, including protective footwear, it should be worn or used as appropriate and directed. You should not wear clothing or jewellery that could present a health and safety risk.

If you are supplied with an identity badge, it must be worn and visible at all times when you are at work.

Religious and Cultural Dress

You may wear appropriate religious and cultural dress (including clerical collars, head scarves, skullcaps and turbans) unless it creates a health and safety risk to you or any other person or otherwise breaches this policy. Your line manager can give further information and guidance on cultural and religious dress in the workplace.

Priority is at all times given to health and safety requirements. Where necessary, advice will be taken from the Health and Safety Officer.

Smoking Policy

ABOUT THIS POLICY

We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all workers, service users, customers and visitors from exposure to smoke.

All of our workplaces (including any vehicles) are smoke-free in accordance with the Health Act 2006 and associated regulations. All staff and visitors have the right to a smoke-free environment.

This policy does not form part of any employee's or worker's contract of employment or engagement and it may be amended at any time.

If you wish to suggest improvements to the policy or experience particular difficulty complying with it you should discuss the situation with your line manager.

WHERE IS SMOKING PROHIBITED?

Smoking is not permitted in any enclosed or substantially enclosed premises within our workplace(s). The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.

No-smoking signs should be displayed at the entrances to workplaces.

Where relevant, anyone using our vehicles, whether as a driver or passenger, must ensure the vehicles remain smoke-free. Any of our vehicles that are used primarily for private purposes are excluded from the smoking ban.

When on a client site, the client's own smoking policy will apply, and you must find out what that policy is before risking not complying with it.

WHERE IS SMOKING PERMITTED?

You may only smoke outside in designated areas during breaks. When smoking outside, you must dispose of cigarette butts and other litter appropriately.

BREACHES OF THE POLICY

Breaches of this policy by any employee will be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

Smoking in smoke-free premises or vehicles is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

V. Health & Safety

Safety Procedures

DASA Umbrella Limited conducts business in accordance with applicable health and safety requirements and strives for continuous improvement in its health and safety policies and procedures. This Health and Safety Policy sets out our arrangements for ensuring we meet our health and safety obligations to staff working on assignment on client sites.

It applies to staff who work on assignment at premises of our Clients, and not on our own premises; a separate health and safety policy applies to in-house staff and anyone visiting our own premises or otherwise affected by our work.

The directors have overall responsibility for health and safety and the operation of this policy. We will, where necessary, inform and consult with all potentially affected staff regarding health and safety matters.

Where this policy places a responsibility on the Client at whose premises you are for the time being assigned, and you have a concern about the Client's compliance with such responsibility, or where you have concerns about the Client's compliance with its own health and safety policies, you must also tell any one of our directors as soon as possible.

This policy does not form part of any employee's contract of employment and we may amend it at any time. We will continue to review this policy to ensure it is achieving its aims.

All employees are expected to perform their work in compliance with applicable health and safety laws, regulations, policies and procedures and apply safe work practices at all times in all locations. Please familiarize yourself with the procedures in place.

Your Responsibilities

All staff share responsibility for achieving safe working conditions. You must take care of your own health and safety and that of others, observe applicable safety rules and follow instructions for the safe use of equipment.

You should report any health and safety concerns immediately to your line manager at the Client to whom you are for the time being assigned; you may also report it to any one of our directors.

You must co-operate with managers (including managers of the Client to whom you are for the time being assigned) on health and safety matters, including the investigation of any incident.

Failure to comply with this policy may be treated as misconduct and dealt with under our Disciplinary Procedure.

Training

Adequate training and supervision to perform your work competently and safely will generally be given by appropriate personnel at the premises of the Client to whom you are for the time being assigned.

Such training should include a health and safety induction and with appropriate safety training, including (where applicable), manual handling, control of substances hazardous to health (COSHH), working at height, asbestos awareness, gas safety, electrical safety and the use of personal protective equipment (PPE).

If you have any concerns about the training you are given or expect to be given by the Client at whose premises you are for the time being assigned, you should raise them with any one of our directors.

Equipment

You must use equipment in accordance with any instructions given to you. Any equipment fault or damage must immediately be reported to your line manager at the Client to whom you are for the time being assigned. Do not attempt to repair equipment unless trained to do so.

Emergency Procedures

If you hear a fire alarm, the first step is to keep calm. Any elevators will be out of service and staff will need to exit using the closest stairwell. You should familiarize yourself with the fire safety instructions applicable to the premises of the Client to whom you are for the time being assigned, which will be displayed on notice boards and near fire exits in the workplace.

You must comply with the requirements applicable at the premises on which you are working. Generally, these requirements will be to leave the building immediately by the nearest fire exit and go to the fire assembly point shown on the fire safety notices, or to the applicable Fire Assembly Point. If the Client gives other instructions, you should follow those instructions.

Fire drills will be held periodically and must be taken seriously. You should also expect that the Client to whom you are for the time being assigned will carry out regular fire risk assessments and regular checks of fire extinguishers, fire alarms, escape routes and emergency lighting.

Accidents and First Aid

Details of first aid facilities and the names of trained first aiders will be displayed on the notice boards or otherwise publicised on the premises of the Client to whom you are for the time being assigned.

All accidents and injuries at work, however minor, should be

- i. reported to the appropriate person at the Client to whom you are for the time being assigned and recorded in the Client's Accident Book; and
- ii. reported to any one of our directors and recorded in our own Accident Book (which is kept at our head office).

Additional Information

Risk assessments and measures to control risk

The Client to whom you are for the time being assigned is expected to carry out general workplace risk assessments periodically. The purpose is to assess the risks to health and safety of employees, visitors and other third parties as a result of their activities, and to identify any measures that need to be taken to control those risks.

Computers and display screen equipment

If you use a computer screen or other display screen equipment (DSE) as a significant part of your work, you are entitled to a workstation assessment and regular eyesight tests by an optician at our expense. Please contact DASA Umbrella Limited to discuss your needs prior to undertaking an assessment or booking an eye test, failure to discuss the requirements with us in advance may result in you needing to fund the assessments yourself or the request for reimbursement being declined.

Further information on workstation assessments, eye tests and the use of DSE can be obtained from a director and your line manager at the Client to whom you are for the time being assigned.

VI. Classifications & Schedules

Classifications

Agency Workers Regulations 2010 Policy

This addresses the company's policy in relation to umbrella workers and the Agency Workers Regulations 2010, it doesn't form any part of an employee's or worker's contract of employment or engagement and we may amend it at any time.

This policy applies to the way in which the company ensures that its umbrella workers achieve the benefit of the rights given to them by the regulations (i.e. enjoyment of rights equal to those they would have benefited from, had they been engaged directly by the client, after an initial qualifying period of 12 weeks).

POLICY STATEMENT

After an initial qualifying period of 12 weeks, an agency worker (the company's umbrella workers will generally be considered to be agency workers, for this purpose) is entitled to rights equal to those they would have benefited from, had they been engaged directly by the client.

Those rights include pay parity, and the rights to an equal amount of paid annual leave.

To assess whether the worker is in fact receiving those equal rights, we first need to know what equality 'looks like' – we need information. So, where an umbrella worker is placed with a client (either via an agency, or direct) the AWR Questionnaire should be sent to the agency for completion.

If no response is received within 14 days, we will send a reminder (again in the appropriate form) to the agency. Failure by an agency to respond to the initial request, and to a reminder, should generally be sufficient to transfer responsibility to the agency.

Upon a response being received, it will be evaluated, and a judgment made as to whether or not equality is achieved.

If there is any doubt as to whether equality is achieved, the issue should be raised with the agency and the agency offered the opportunity to make adjustments (whether to the rate, or otherwise) to enable equality to be achieved.

If the agency is not prepared to make appropriate adjustments to enable equality to be achieved, the company should discuss with the worker, and should terminate the engagement with the agency.

More information about the Agency Workers Regulations 2010 can be found by visiting:

<https://www.legislation.gov.uk/ukxi/2010/93/contents/made>

We refer to staff at all levels and grades, including full-time, part-time, permanent and fixed-term employees, managers, directors, trainees, and homeworkers. The term also applies in the case of umbrella workers working on client sites, subject (a) to the terms of their engagement contracts, and (b) to their compliance with any applicable client policies.

For the avoidance of doubt:

- Full-time – There is no specific number of hours that constitute a full-time position, but usually a full-time worker will work 35 hours or more per week. These contracts usually set out the employee's annual salary along with holiday entitlement, pension benefits, leave allowances and details on Statutory Sick Pay (SSP).
- Part-time – A part time worker is someone who works fewer hours than a full-time worker. Some benefits may be applied as 'pro-rata' and any overtime pay will not apply until they've worked over the normal hours of a full-time worker. These contracts may contain some of the same details as a full-time contracts.
- Temporary – Usually offered when a contract is not expected to become permanent. Although there will be an end date it is not uncommon for temporary contracts to be extended in line with demand and availability. Temporary workers are entitled to the same rights as any other staff members.
- Agency – These contracts are usually managed by a recruitment consultancy or employment agency. Contracts will normally be temporary and the length based on demand and availability (similar to the above). It is the agencies responsibility to protect their employees' rights but National Insurance (NI) Contributions and SSP will be paid by the employer. It is only after 12 weeks in continuous employment in the same role that agency workers are entitled to the same rights as permanent employees of a company.
- Contractors – These contracts vary for position to position. Generally contractors may be considered self-employed, in this case it is their responsibility to look after tax and NI contributions. These contracts normally include a start and end date but the salary may be based on set projects so the date may vary depending on the delivery date or completion date of the project. There is no entitlement to the same rights as permanent staff members but these terms can be negotiated.

Opt-Out Policy

(Conduct of Employment Agencies and Employment Business Regulations 2003)

ABOUT THIS POLICY

This deals with DASA's policy in relation to the opting out by umbrella workers and the company from the provisions of the Conduct of Employment Agencies and Employment businesses Regulations 2003 (often called the 'Conduct Regulations').

This policy applies to the way in which we ensure that our umbrella workers have freedom to choose whether or not to exercise such rights as they may have to opt-out of these regulations.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

PRINCIPLES

The Conduct Regulations apply to Employment Agencies and Employment businesses placing workers with clients. For these purposes, the agencies with which we deal will generally be in the payment chain, and so will be classified as 'employment businesses'. We ourselves may also fall into that category.

The Conduct Regulations include provisions permitting a work-seeker which is a company (this means us) and the individual who will do the work (this means the worker) to agree that the provisions of the Conduct Regulations will not apply to a particular engagement through an agency – otherwise described as 'opting out'.

Opting out can only apply between a company (us), a worker, and an agency – it can never apply as between us, and a worker.

These provisions permitting opting out do not apply in the case of an individual working with vulnerable persons (defined as 'any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen'). This exception, for example, will generally apply in the case of medical staff, social workers, and teaching staff - none of these can opt-out.

Our employment or engagement contract for umbrella workers includes a provision stating that the worker, as a default position, wishes to opt-out where opting out is legally permitted.

An agency may not lawfully require a worker to opt-out as a condition of providing their work-finding services, and indeed it would be rare for opting out to be in the individual's best interests.

We should therefore find out from each worker (assuming (s)he will not be working with 'vulnerable persons'), on an assignment by assignment basis, whether or not (s)he wishes to opt-out; and we should support the worker's decision.

This means that, if the worker wishes to opt-out, we should confirm to the agency that we and the worker have agreed to opt-out. To be effective, this confirmation must be notified to the agency (and by the agency to the client) before the worker is introduced or supplied to the client.

If the worker does not wish to opt-out, we do not need to tell the agency – the regulations will automatically apply – but the agency contract should be checked before signing, to ensure that the contract does not itself contain any provisions purporting to agree to opt-out.

Our Employee (or Work) Assignment Schedule, which is given to the worker for each assignment, contains provision indicating whether the individual wishes to opt-out for that assignment. This should be completed appropriately.

Overtime

Employers do not have to pay workers for overtime unless specifically stated within your contract. However, your average pay for the total hour you have worked must not fall below the National Minimum Wage. Your employment contract will usually include details of any overtime pay rates and how they are worked out along with any compulsory overtime requirements. Hours worked in excess of those specified in your current Employee Assignment Schedule will only be paid if authorised by the End Client, and so if you work additional hours without first getting such authorisation, you accept the risk that such hours will be unpaid.

If you have any questions relating to overtime, these should be directed to your line manager at the Client to whom you are for the time being assigned.

Work Hours

The expected hours of work during any assignment will be 35-40 hours per week.

Client Assignments: Your normal working days and normal working hours will be specified by the current Client Assignment this may vary from time to time. The days and times may be set and varied by us from time to time also. You may be required to work additional hours but this will be agreed in advance.

Flexible hours may be required from time to time. It is your responsibility to maintain records of hours and days worked and we may ask you to produce such records. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of your 'Working Time' and you will not be paid for these periods of time.

Please ensure that you do not work for more than 46.4 weeks in any year.

If you require work from home opportunities (for staff whose job role does not require them to be in the office regularly); please talk to your direct supervisor for more information about working outside the office.

Daily Breaks

You will be entitled to an unpaid lunch break (minimum 20 minutes) where your Assignment requires you to work more than six hours in any one day.

Flexible Working Policy

ABOUT THIS POLICY

This flexible working policy gives eligible employees an opportunity to request a change to their working pattern. It does not mean that a request will be approved but we will deal with flexible working requests in a reasonable manner and within a reasonable time.

In any event the time between making a request and notifying you of a final decision (including the outcome of any appeal) will be less than three months unless we have agreed a longer period with you.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

ELIGIBILITY

To be eligible to make a flexible working request, you must:

- (a) be an employee;
- (b) have worked for us continuously for at least 26 weeks at the date your request is made; and
- (c) not have made a flexible working request during the last 12 months (even if you withdrew that request).

WHAT IS A FLEXIBLE WORKING REQUEST?

A flexible working request under this policy means a request to do any or all of the following:

- (a) to reduce or vary your working hours;
- (b) to reduce or vary the days you work;
- (c) to work from a different location (for example, from home).

MAKING A FLEXIBLE WORKING REQUEST

Your flexible working request should be submitted to your line manager in writing and dated we also recommend you submit your request to DASA. It should:

- (a) state that it is a flexible working request;
- (b) explain the change being requested and propose a start date;
- (c) identify the impact the change would have on the business and how that might be dealt with; and
- (d) state whether you have made any previous flexible working requests.

MEETING

If required we will arrange a meeting at a convenient time and place to discuss your request. You may be accompanied at the meeting by a colleague of your choice. They will be entitled to speak and confer privately with you, but may not answer questions on your behalf.

We may decide to grant your request in full without a meeting, in which case we will write to you with our decision.

DECISION

We will inform you in writing of the decision as soon as possible after the meeting.

If your request is accepted, we will write to you with details of the new working arrangements and the date on which they will commence. You will be asked to sign and return a copy of the letter to DASA for our records.

If we cannot immediately accept your request we may require you to undertake a trial period before reaching a final decision on your request.

Unless otherwise agreed, changes to your terms of employment will be permanent.

We may reject your request for one or more of the following business reasons:

- (a) the burden of additional costs;
- (b) detrimental effect on ability to meet customer demand;
- (c) inability to reorganise work among existing staff;
- (d) inability to recruit additional staff;
- (e) detrimental impact on quality;
- (f) detrimental impact on performance;
- (g) insufficiency of work during the periods that you propose to work; or
- (h) planned changes.

If we are unable to agree to your request, we will write to tell you which of those reasons applies in your case. We will also set out the appeal procedure.

APPEAL

You may appeal in writing within 14 days of receiving our written decision. This includes a decision following a trial period.

Your appeal must be dated and must set out the grounds on which you are appealing.

We will hold a meeting with you to discuss your appeal. You may bring a colleague to the meeting.

We will tell you in writing of our final decision as soon as possible after the appeal meeting, including reasons. There is no further right of appeal.

Attendance Policy

It is your responsibility to maintain records of hours and days worked and we may ask you to produce such records.

If you are absent from work for any reason and absence has not previously been authorised by us, you must inform us and the End Client as early as possible. Any absence not previously authorised must be properly explained and in the case of an absence of uncertain duration you must keep us regularly informed of its expected duration. For more detailed information on how to report a period of absence, you should refer to the leave section below.

We try to be flexible and accommodating because we realize our employees have lives outside of the office too. However, employees determined to be taking advantage of this accommodation will be dealt with on a case-by-case basis.

VII. Compensation & Benefits

Pay

You are entitled to wages for all authorised hours actually worked on Assignment, subject in all cases to you complying with all applicable procedures and requirements. We undertake that we will pay your wages for all authorised hours actually worked on Assignment, whether or not we ourselves receive payment in respect of that work.

You will be paid weekly in arrears, directly into your bank account on a Friday, unless otherwise indicated in your current Employee Assignment Schedule.

We will provide a pay slip for each pay period, which will include a statement of the number of hours worked during that pay period.

Pension Plans

The statutory Pension Auto-Enrolment provisions will apply after a 12 week period for all DASA employees. We will comply with the employer pension duties to you, in accordance with Part 1 of the Pensions Act 2008.

At this time, DASA have chosen The People's Pension as their Auto-Enrolment pension scheme provider. The DASA Group of Companies reserve the right to change the chosen Auto-Enrolment pension scheme provider from time to time, and you will be notified of any such changes.

Your Pay Reference Period for the purpose of Pensions Auto-Enrolment will be Monday to Sunday when Weekly paid (or when paid by reference to multiples of a week) and each Calendar Month when Monthly Paid.

There is no company pension scheme.

Additional Perks

Access to an exclusive DASA Rewards portal is available to contractors paid through any of the DASA Group of Companies. The DASA Rewards portal is a free online tool where discounts, savings and special offers can be redeemed with thousands of brands and also includes a GP Helpline supported by the NHS.

VIII. Leave

Holidays

The holiday year runs from 1st January in each year.

Unless otherwise notified to you in relation to (and for the duration of) a specific Client Assignment, your annual paid leave entitlement is 5.6 weeks per year, and during the first year of your employment accrues at $5.6/12 = 0.4667$ working weeks per month ($5.6/52 = 0.1077$ working weeks per week). Your annual paid leave reserve fund accrues at the rate of $5.6/46.4 = 12.07\%$ of your gross pay (disregarding paid leave itself, and any advances we may agree to make against your annual paid leave reserve fund).

If you have opted out of the Holiday Pay Scheme (otherwise known as Annual Paid Leave Reserve Fund) then any holiday or leave requested will be unpaid.

We will honour any additional statutory rights to paid leave to which you may from time to time become entitled (such as maternity/paternity, adoption or shared parental leave, or paid time off for ante-natal appointments). For the avoidance of doubt, bank holidays and any public holidays falling on days which would otherwise be normal working days, but which are not in fact worked by you, may be taken as part of your annual paid leave entitlement otherwise they will be unpaid.

Holidays Policy

This policy sets out our arrangements for staff wishing to take holidays (also known as Annual Leave).

This policy covers all staff at all levels and grades, including full-time, part-time, permanent and fixed-term employees, managers, directors, trainees, and homeworkers. It also applies in the case of umbrella workers working on client sites, subject (a) to the terms of their engagement contracts, and (b) to their compliance with any applicable client policies

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time. We may also vary the policy as appropriate in any case.

YOUR HOLIDAY ENTITLEMENT

The company's holiday year runs from 1st January. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis.

Unless otherwise set out in your employment contract, you are entitled to 28 days' paid holiday* in each holiday year, or the pro-rata equivalent if you work part time. This includes public holidays in England and Wales or days in lieu where we require staff to work on a public holiday.

(*) Paid holiday entitlement is only available upon enrolment into DASA's Holiday Pay Scheme (otherwise known as Annual Paid Leave Reserve Fund). The annual paid leave reserve fund is calculated at 12.07% of the gross pay which is equal to 28 days.

For the avoidance of doubt, the first four weeks of the leave you take in any holiday year shall be deemed to be the leave derived from regulation 13 of the Working Time Regulations 1998 (SI 1998/1833) and the remainder shall be deemed to be derived from regulation 13A of those regulations. Currently, the law states that regulation 13 leave shall be paid at the rate of "normal remuneration" whereas regulation 13A leave may be paid at the rate of your basic salary only. If your remuneration normally includes variable elements, such as commission or compulsory overtime, we will notify you separately whether such payments will be included in your regulation 13 holiday pay. A decision to reflect certain elements of your remuneration in holiday pay on one or more occasions shall not give rise to an expectation on your part that it will be included on future occasions.

Except as set out in this policy, holiday entitlement must be taken during the holiday year in which it accrues. Any holiday not taken by the end of the holiday year may be lost. This will not effect the funds you have accrued within your Annual Paid Leave reserve Fund.

Unused holiday can only be carried over to another holiday year:

- (a) in cases involving sickness absence, as set out below;
- (b) in cases of maternity, paternity, adoption, parental or shared parental leave, as set out below;
- (c) if otherwise required by law.

TAKING HOLIDAY

All holiday must be approved in advance by your line manager. Please give as much notice as possible of holiday requests. Please do not make travel bookings until approval has been given.

We may require you to take (or not to take) holiday on particular dates, including when the business is closed, particularly busy, or during your notice period.

SICKNESS DURING PERIODS OF HOLIDAY

If you are sick or injured during a holiday period and would have been incapable of work, you may choose to treat the period of incapacity as sick leave and reclaim the affected days of holiday. Please contact us directly to discuss your options, we will treat all requests of his nature on a case by case basis.

Employees already on sick leave before a pre-arranged period of holiday may choose to cancel any days of holiday that coincide with the period of incapacity and treat them as sick leave.

Dishonest claims or other abuse of this policy will be treated as misconduct under our disciplinary procedure.

LONG-TERM SICKNESS ABSENCE AND HOLIDAY ENTITLEMENT

Holiday entitlement continues to accrue during periods of sick leave.

If you are on a period of sick leave which spans two holiday years, or if you return to work after sick leave so close to the end of the holiday year that you cannot reasonably take your remaining holiday, you may carry over unused holiday to the following leave year.

Carry over under this rule is limited to the four-week minimum holiday entitlement under EU law (which includes bank holidays), less any leave taken during the holiday year that has just ended. If you have taken four weeks' holiday by the end of the holiday year, you will not be allowed to carry anything over under this rule. If you have taken less than four weeks, the remainder may be carried over under this rule. For example, a full time employee who has taken two weeks' holiday plus two bank holidays before starting long-term sick leave can only carry over one week and three days. This limit does not affect your right to carry over holiday.

Any holiday that is carried over under this rule but is not taken within 18 months of the end of the holiday year in which it accrued will be lost.

Alternatively you can choose to take your paid holiday during your sick leave, in which case you will be paid at your normal rate.

Any payments into DASA's Holiday Pay Scheme (otherwise known as Annual Paid Leave Reserve Fund) will be carried over until such time as you decide to leave DASA or opt-out of the Holiday Pay Scheme.

Sickness Absence Policy

This policy sets out our arrangements for sick pay and for reporting and managing sickness absence.

Abuse of sickness absence, including failing to report absence or falsely claiming sick pay will be treated as misconduct under our Disciplinary Procedure.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

REPORTING WHEN YOU ARE SICK

If you cannot attend work because you are sick or injured you should telephone your manager as soon as reasonably possible and no later than 30 minutes after the time when you are normally expected to start work.

EVIDENCE OF INCAPACITY

You must complete a self-certification form for sickness absence of up to seven calendar days.

For absence of more than a week you must obtain a certificate from your doctor stating that you are not fit for work, giving the reason. You must also complete a self-certification form to cover the first seven days. If absence continues beyond the expiry of a certificate, a further certificate must be provided.

If your doctor provides a certificate stating that you "may be fit for work" you must inform your manager immediately. We will hold a discussion with you about how to facilitate your return to work, taking account of your doctor's advice. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date for review.

STATUTORY SICK PAY

You may be entitled to Statutory Sick Pay (SSP) if you satisfy the relevant statutory requirements. Qualifying days for SSP are Monday to Friday, or as set out in your employment contract. The rate of SSP is set by the government in April each year. No SSP is payable for the first three consecutive days of absence. It starts on the fourth day of absence and may be payable for up to 28 weeks.

RETURN-TO-WORK INTERVIEWS

After a period of sick leave your manager may hold a return-to-work interview with you. The purposes may include:

- (a) ensuring you are fit for work and agreeing any actions necessary to facilitate your return;
- (b) confirming you have submitted the necessary certificates;
- (c) updating you on anything that may have happened during your absence;
- (d) raising any other concerns regarding your absence record or your return to work.

MANAGING LONG-TERM OR PERSISTENT ABSENCE

The following paragraphs set out our procedure for dealing with long-term absence or where your level or frequency of short-term absence has given us cause for concern. The purpose of the procedure is to investigate and discuss the reasons for your absence, whether it is likely to continue or recur, and whether there are any measures that could improve your health and/or attendance. We may decide that medical evidence, or further medical evidence, is required before deciding on a course of action.

We will notify you in writing of the time, date and place of any meeting, and why it is being held. We will usually give you a week's notice of the meeting.

Meetings will be conducted by your line manager.

You may bring a companion to any meeting or appeal meeting under this procedure. Your companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.

If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.

If you have a disability, we will consider whether reasonable adjustments may need to be made to the sickness absence meetings procedure, or to your role or working arrangements.

MEDICAL EXAMINATIONS

We may ask you to consent to a medical examination by a doctor or occupational health professional or other specialist nominated by us (at our expense).

You will be asked to agree that any medical report produced may be disclosed to us and that we may discuss the contents of the report with the specialist and with our advisers. All medical reports will be kept confidential and held in accordance with our Data Protection Policy.

INITIAL SICKNESS ABSENCE MEETING

The purposes of a sickness absence meeting or meetings will be to discuss the reasons for your absence, how long it is likely to continue, whether it is likely to recur, whether to obtain a medical report, and whether there are any measures that could improve your health and/or attendance.

In cases of long-term absence, we may seek to agree a return-to-work program, possibly on a phased basis.

In cases of short-term, intermittent absence, we may set a target for improved attendance within a certain timescale.

IF MATTERS DO NOT IMPROVE

If, after a reasonable time, you have not been able to return to work or if your attendance has not improved within the agreed timescale, we will hold a further meeting or meetings. We will seek to establish whether the situation is likely to change, and may consider redeployment opportunities at that stage. If it is considered unlikely that you will return to work or that your attendance will improve within a short time, we may give you a written warning that you are at risk of dismissal. We may also set a further date for review.

FINAL SICKNESS ABSENCE MEETING

Where you have been warned that you are at risk of dismissal, and the situation has not changed significantly, we will hold a meeting to consider the possible termination of your employment. Before we make a decision, we will consider any matters you wish to raise and whether there have been any changes since the last meeting.

APPEALS

You may appeal against the outcome of any stage of this procedure. If you wish to appeal you should set out your appeal in writing to the Managing Director, stating your grounds of appeal, within one week of the date on which the decision was sent or given to you.

If you are appealing against a decision to dismiss you, we will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially and, where possible, by a more Senior Manager who has not previously been involved in the case.

We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal. The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

Time Off to Care for Dependants

ABOUT THIS POLICY

The law recognizes that there may be occasions when you need to take time off work to deal with unexpected events involving one of your dependants. A dependant for the purposes of this policy is:

- (a) your spouse, civil partner, parent or child;
- (b) a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
- (c) anyone else who reasonably relies on you to provide assistance or make arrangements

This time off for dependants policy gives all employees the right to take a reasonable amount of unpaid time off work to deal with certain situations affecting their dependants.

No-one who takes time off in accordance with this policy will be subjected to any detriment.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

REASONABLE UNPAID TIME OFF

You have a right to take a reasonable amount of unpaid time off work when it is necessary to:

- (a) provide assistance when a dependent falls ill, gives birth, is injured or assaulted;
- (b) make longer-term care arrangements for a dependent who is ill or injured;
- (c) take action required in consequence of the death of a dependent;
- (d) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependent (such as a child-minder falling ill); and/or
- (e) deal with an unexpected incident involving your child while a school or another educational establishment is responsible for them.

This policy applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where you need to take planned time off or provide longer-term care for a dependent. If this is the case, you should take advice from your line manager.

Whether action is considered necessary will depend on the circumstances, including nature of the problem, the closeness of the relationship between you and the dependent, and whether anyone else is available to assist. Action is unlikely to be considered necessary if you knew of a problem in advance but did not try to make alternative care arrangements.

Reasonable time off in relation to a particular problem will not normally be more than one day. However, we will always consider each set of circumstances on their facts.

EXERCISING THE RIGHT TO TIME OFF

You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your line manager:

- (a) the reason for your absence; and
- (b) how long you expect to be away from work.

If you fail to notify us as set out above, you may be subject to disciplinary proceedings under our Disciplinary Procedure for taking unauthorised time off.

We may in some cases ask you to provide evidence for your reasons for taking the time off, either in advance or on your return to work. Suspected abuse of this policy will be dealt with as a disciplinary issue under our Disciplinary Procedure.

Maternity Leave Policy

ABOUT THIS POLICY

This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for pregnancy-related sickness, health and safety, and maternity leave.

Arrangements for time off for ante-natal care and to accompany a pregnant woman to ante-natal appointments are set out in our Time off for ante-natal Appointments Policy below.

In some cases you and your spouse or partner may be eligible to opt into the Shared Parental Leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year. You will need to give us at least eight weeks notice to opt into SPL, and you must remain on maternity leave until at least two weeks after birth. For information about SPL, see our Shared Parental Leave (Birth) Policy.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

FREQUENTLY USED TERMS

The definitions that apply in this policy:

Expected week of childbirth (EWC): the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

Parent: One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).

Partner: your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

Qualifying Week: the fifteenth week before the EWC.

ENTITLEMENT TO MATERNITY LEAVE

All employees are entitled to up to 52 weeks' maternity leave, consisting of 26 weeks' ordinary maternity leave (OML) and 26 weeks' additional maternity leave (AML).

NOTIFICATION

Please inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.

Before the end of the fifteenth week before the week that you expect to give birth (Qualifying Week), or as soon as reasonably practical afterwards, you must tell us:

- (a) the week in which your doctor or midwife expects you to give birth (Expected Week of Childbirth); and
- (b) the date on which you would like to start your maternity leave (Intended Start Date).

We will write to you within 28 days to tell you the date we will expect you to return to work if you take your full maternity leave entitlement (Expected Return Date).

Once you receive a certificate from a doctor or midwife confirming your Expected Week of Childbirth (MATB1), you must provide us with a copy.

STARTING MATERNITY LEAVE

The earliest you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).

If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within 28 days to confirm your new expected return date.

Your maternity leave should normally start on the Intended Start Date. However, it may start earlier if you give birth before your Intended Start Date, or if you are absent for a pregnancy-related reason in the last four weeks before your Expected Week of Childbirth. In either of those cases, maternity leave will start on the following day.

Shortly before your maternity leave is due to start we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. [Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.]

The law says that we cannot allow you to work during the two weeks following childbirth.

MATERNITY PAY

Statutory maternity pay (SMP) is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. The first six weeks SMP are paid

at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year.

DURING MATERNITY LEAVE

With the exception of terms relating to pay, your terms and conditions of employment remain in force during OML and AML.

Holiday entitlement will continue to accrue during maternity leave. If your maternity leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your maternity leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.

If you are a member of the pension scheme, we shall make employer pension contributions during OML and any period of paid AML, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any maternity pay you are receiving, unless you inform the Pensions Administrator that you wish to make up any shortfall.

KEEPING IN TOUCH

We may make reasonable contact with you from time to time during your maternity leave although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

You may work (including attending training) on up to ten "keeping-in-touch" days during your maternity leave. This is not compulsory and must be discussed and agreed with your line manager.

You will be paid at your normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any maternity pay entitlement.

RETURNING TO WORK

You must return to work on the Expected Return Date unless you tell us otherwise. If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the Expected Return Date if you request annual leave or parental leave, which will be at our discretion.

You are normally entitled to return to work in the position you held before starting maternity leave, and on the same terms of employment. However, if you have taken AML and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

If you want to change your hours or other working arrangements on return from maternity leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

Time Off for Ante-Natal Appointments

ABOUT THIS POLICY

This policy outlines the statutory right to take time off to attend ante-natal appointments.

If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to workplace closure at Christmas, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

TIME OFF IF YOU ARE PREGNANT

If you are pregnant you may take reasonable paid time off during working hours for ante-natal appointments. This may include any relaxation or parenting classes that your doctor, midwife or health visitor has advised you to attend. You should try to give us as much notice as possible of the appointment. Unless it is your first appointment, we may ask to see a certificate confirming your pregnancy and an appointment card.

TIME OFF FOR ACCOMPANYING A PREGNANT WOMAN: ELIGIBILITY

You may take unpaid time off to accompany a pregnant woman to an ante-natal appointment if you have a "qualifying relationship" with the woman or the child. This means that either:

- (a) you are the baby's father;
- (b) you are the pregnant woman's spouse, civil partner or cohabiting partner; or
- (c) you are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

TIME OFF FOR ACCOMPANYING A PREGNANT WOMAN: HOW TO BOOK TIME OFF

Please give us as much notice of the appointment as possible. You must provide us with a signed statement providing the date and time of the appointment and confirming:

- (a) that you meet one of the eligibility criteria;
- (b) that the purpose of the time off is to accompany the pregnant woman to an ante-natal appointment; and
- (c) that the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.

TIME OFF FOR ACCOMPANYING A PREGNANT WOMAN: AMOUNT OF TIME OFF

You may take time off to accompany a pregnant woman to up to two ante-natal appointments in relation to each pregnancy.

You must not take more than six and a half hours off for each appointment, including travel and waiting time.

Time off to attend these appointments is unpaid.

If you wish to take time off to attend further ante-natal appointments you should request annual leave.

Paternity Leave Policy

ABOUT THIS POLICY

This policy outlines when an employee may be entitled to paternity leave and paternity pay, and sets out the arrangements for taking it.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

ENTITLEMENT TO PATERNITY LEAVE

Paternity leave is available on the birth of a child if you have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth and either:

- (a) you are the biological father and will have some responsibility for the child's upbringing; or
- (b) you are the spouse, civil partner or cohabiting partner of the biological mother and will have the main responsibility (with the mother) for the child's upbringing.

Paternity leave is available where a child is placed with you for adoption by an adoption agency, if you have been continuously employed by us for at least 26 weeks ending with the week in which the agency notifies you that you have been matched with a child. In such cases you may be entitled to take adoption leave instead (see our Adoption Policy). However, adoption leave may only be taken by one adoptive parent. Paternity leave is available to the other adoptive parent (of either sex).

TAKING PATERNITY LEAVE

Paternity leave is a period of one or two weeks' consecutive leave taken when a child is born or placed with you for adoption. You can start your leave on the date of birth or placement, or later, provided it is taken within eight weeks (56 days) of the birth or placement. (If the baby is premature the period ends eight weeks after the start of the Expected Week of Childbirth.)

To take paternity leave you must give us written notice by the end of the 15th week before the Expected Week of Childbirth (or no more than seven days after the adoption agency notified you of being matched with a child), or as soon as you reasonably can, stating:

- (a) the Expected Week of Childbirth;
- (b) whether you intend to take one week or two weeks' leave; and
- (c) when you would like your leave to start.

You can change the intended start date by giving us 28 days' notice or, if this is not possible, as much notice as you can.

PATERNITY PAY

Statutory paternity pay (SPP) is payable during paternity leave provided you have at least 26 weeks' continuous employment ending with the Qualifying Week (the 15th week before the Expected Week of

Childbirth or the week in which the adoption agency notified you of a match) and your average earnings are not less than the lower earnings limit set by the government each tax year. The rate of SPP is set by the government each tax year.

DURING PATERNITY LEAVE

All the usual terms and conditions of your employment remain in force during paternity leave, except for the terms relating to pay.

Holiday entitlement will continue to accrue during paternity leave. If your paternity leave continues into the next holiday year, any remaining holiday that cannot reasonably be taken before your paternity leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion.

If you are a member of our pension scheme, we will make employer pension contributions during paternity leave, based on your normal salary, in accordance with the scheme rules. Any employee contributions you make will be based on the amount of any paternity pay you are receiving, unless you inform the Pensions Administrator that you wish to make up any shortfall.

Shared Parental Leave (Birth) Policy

This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If you are adopting a child please see the Shared Parental Leave (Adoption) Policy instead.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

WHAT IS SHARED PARENTAL LEAVE?

Shared parental leave (SPL) is a form of leave that may be available if your child is expected to be born on or after 5 April 2015.

It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

ENTITLEMENT TO SPL

You are entitled to SPL in relation to the birth of a child if:

- (a) you are the child's mother, and share the main responsibility for the care of the child with the child's father or with your partner;
- (b) you are the child's father and share the main responsibility for the care of the child with the child's mother; or
- (c) you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

The following conditions must also be fulfilled:

- (a) you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;

- (b) the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
- (c) you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).

If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth or four weeks for factory workers.

If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

OPTING IN TO SHARED PARENTAL LEAVE AND PAY

Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:

- (a) your name and the name of the other parent;
- (b) if you are the child's mother, the start and end dates of your maternity leave;
- (c) if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- (d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- (e) how many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
- (g) how many weeks of available ShPP will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- (i) declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

ENDING YOUR MATERNITY LEAVE

If you are the child's mother and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.

You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.

The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:

- (a) if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
- (b) if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
- (c) if the other parent has died.

Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless (b) above applies.

ENDING YOUR PARTNER'S MATERNITY LEAVE OR PAY

If you are not the mother, but the mother is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:

- (a) returned to work;
- (b) given her employer a curtailment notice to end her maternity leave;
- (c) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
- (d) given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

BOOKING YOUR SPL DATES

Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.

The period of leave notice can either give the dates you want to take leave or, if the child has not been born yet, it can state the number of days after birth that you want the leave to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of birth and wish to take SPL straight afterwards.

Leave must be taken in blocks of at least one week.

If your period of leave notice gives a single continuous block of SPL you will be entitled to take the leave set out in the notice.

If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out below.

You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice).

PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL

In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:

- (a) choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
- (b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case the notice will not be counted and you may submit a new one if you choose).

CHANGING THE DATES OR CANCELLING YOUR SPL

You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.

You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.

You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.

You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see the above guidance points which set out how much notice is required. You can also request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. We do not have to grant your request but will consider it.

A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:

- (a) it is a result of your child being born earlier or later than the EWC;
- (b) you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period
- (c) it is at our request; or
- (d) we agree otherwise.

PREMATURE BIRTH

Where the child is born early (before the beginning of the EWC), you may be able to start SPL in the eight weeks following birth even though you cannot give eight weeks notice. The following rules apply:

- (a) If you have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but your child is born early, you can move the SPL start date forward by the same number of days, provided you notify us in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary).
- (b) If your child is born more than eight weeks early and you want to take SPL in the eight weeks following birth, please submit your opt-in notice and your period of leave notice as soon as you can.

SHARED PARENTAL PAY

You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by you or your partner) if you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year.

You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

OTHER TERMS DURING SHARED PARENTAL LEAVE

Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

Holiday entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform the Pensions Administrator that you wish to make up any shortfall.

KEEPING IN TOUCH

We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

You may ask or be asked to work (including attending training) on up to 20 “keeping-in-touch” days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with your line manager.

You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

RETURNING TO WORK

If you want to end a period of SPL early, you must give us eight weeks’ written notice of the new return date. If you have already given us three periods of leave notices you will not be able to end your SPL early without our agreement.

If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three periods of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of the business.

You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

- (a) if your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
- (b) if you took SPL consecutively with more than four weeks of ordinary parental leave.

If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

Adoption Leave Policy

ABOUT THIS POLICY

This policy sets out the arrangements for adoption leave and pay for employees who are adopting a child through a UK adoption agency. If you are adopting through an overseas adoption agency, please speak with your line manager to discuss requirements. We may be able to advise you further once we have more information from you.

Arrangements for time off for adoption appointments are set out in our Time off for Adoption Appointments Policy.

In some cases you and your spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year. You will need to give us at least eight weeks notice to opt into SPL, and one of you must take at least two weeks' adoption leave. For information about SPL, see our Shared Parental Leave (Adoption) Policy.

It does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

ENTITLEMENT TO ADOPTION LEAVE

You are entitled to adoption leave if you meet all the following conditions:

- (a) You are adopting a child through a UK or overseas adoption agency.
- (b) The adoption agency has given you written notice that it has matched you with a child for adoption and tells you the date the child is expected to be placed into your care with a view to adoption (Expected Placement Date).
- (c) You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
- (d) Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (OAL) and 26 weeks' Additional Adoption Leave (AAL).

NOTIFICATION REQUIREMENTS

Within seven days of the agency notifying you in writing that it has matched you with a child (or as soon as reasonably practicable), you must give us notice in writing of the Expected Placement Date, and your intended start date for adoption leave (Intended Start Date).

We will then write to you within 28 days to inform you of your expected return date assuming you take your full entitlement to adoption leave.

Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.

STARTING ADOPTION LEAVE

OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.

If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new expected return date.

ADOPTION PAY

Statutory adoption pay (SAP) is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. The first six weeks SAP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year. For further information please speak to your line manager who will confirm your specific level of pay based on your circumstances.

DURING ADOPTION LEAVE

All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay.

Holiday entitlement will continue to accrue at the rate provided as per your contract. If your adoption leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your adoption leave can be carried over and must be taken immediately before returning to work unless your line manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your line manager's discretion. Please discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your line manager.

If you are a member of the pension scheme, we shall make employer pension contributions during OAL and any further period of paid adoption leave based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any adoption pay you are receiving, unless you inform the Pensions Administrator that you wish to make up any shortfall.

KEEPING IN TOUCH

We may make reasonable contact with you from time to time during your adoption leave although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

You may work on up to ten "keeping-in-touch" days during your adoption leave, this includes any training days you may attend. This is not compulsory and must be discussed and agreed with your line manager.

You will be paid at your normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any adoption pay entitlement.

RETURNING TO WORK

You must return to work on the expected return date unless you tell us otherwise. If you wish to return to work early, you must give us at least eight weeks' notice of the date (ideally in writing). You may be able to return later than the expected return date if you request annual leave or parental leave, which will be at our discretion.

You are normally entitled to return to work in the position you held before starting adoption leave, on the same terms of employment. However, if you have taken AAL and it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are equivalent - meaning no less favourable.

If you want to change your hours or other working arrangements on return from adoption leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide not to return to work, you should give notice of resignation in accordance with your contract.

Time Off for Adoption Appointments

ABOUT THIS POLICY

This policy outlines the statutory right to take time off to attend adoption appointments.

If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to workplace closure at Christmas, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

TIME OFF FOR AN ADOPTION APPOINTMENT

An adoption appointment is an appointment arranged by an adoption agency (or at the agency's request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption.

You may take time off to attend an adoption appointment once the agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.

IF YOU ARE ADOPTING A CHILD WITH ANOTHER PERSON

Where you and your partner are adopting a child, you must decide between you who will be treated as the primary adopter and who will be treated as the secondary adopter for the purposes of time off. You must tell us your decision the first time you request time off for an adoption appointment. This will affect how much time you can take off and whether it is paid.

You would usually choose to be the primary adopter if you intend to take adoption leave when the child is placed with you. You would not be able to take paternity leave if you have elected to be the primary adopter.

You would usually choose to be the secondary adopter if you intend to take paternity leave when the child is placed with you, although you may be able to take adoption leave if your partner is not taking it.

IF YOU ARE ADOPTING A CHILD ALONE

If you are adopting a child alone, you are treated as the primary adopter.

IF YOU ARE ADOPTING MORE THAN ONE CHILD

If the agency is placing more than one child with you as part of the same arrangement, this is treated as one adoption and will not increase the number of appointments you can take time off to attend. Any time off under this policy must be taken before the first child is placed with you.

AMOUNT OF TIME OFF

If you are adopting on your own or have elected to be the primary adopter, you may take paid time off to attend an adoption appointment on up to five occasions in relation to any particular adoption.

If you are the secondary adopter, you may take unpaid time off to attend an adoption appointment on up to two occasions only.

You must not take more than six and a half hours off for each appointment, including travel and waiting time.

HOW TO BOOK TIME OFF

Please give us as much notice of the appointment as possible. You must provide your manager with a signed statement or an email confirming:

- (a) The date and time of the appointment.
- (b) That the appointment has been arranged or requested by the adoption agency.
- (c) Whether you are adopting child alone or jointly with another person.
- (d) If you are adopting with another person, whether you are electing to take paid or unpaid time off.

If you are an agency worker you may have to notify your agency as well. You should check with the agency.

We may sometimes ask you to try and rearrange an appointment where it is reasonable to do so. In exceptional circumstances we reserve the right to refuse a request for a particular appointment but we will not do so without good reason.

Shared Parental Leave (Adoption) Policy

ABOUT THIS POLICY

This policy outlines the arrangements for shared parental leave and pay in relation to the adoption of a child. If you or your partner are pregnant or have given birth please see the Shared Parental Leave (Birth) Policy instead.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

FREQUENTLY USED TERMS

The definitions in this paragraph apply in this policy.

Partner: your spouse, civil partner or someone living with you in an enduring family relationship at the time the child is placed for adoption, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

Qualifying Week: the week the adoption agency notifies you that you have been matched with a child for adoption.

WHAT IS SHARED PARENTAL LEAVE?

Shared parental leave (SPL) is a form of leave that may be available where a child is placed with you and/or your partner for adoption on or after 5 April 2015.

It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

ENTITLEMENT

You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption, or where a child is placed with you and/or your partner as foster parents under a “fostering for adoption” or “concurrent planning” scheme. You must intend to share the main responsibility for the care of the child with your partner.

The following conditions must be fulfilled:

- (a) you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- (b) your partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and had average weekly earnings of at least £30 during 13 of those weeks; and
- (c) you and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay (SAP).

Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.

If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks’ paternity leave and pay (see our Paternity Leave Policy). You should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.

The total amount of SPL available is 52 weeks, less the weeks of adoption leave taken by either you or partner (or the weeks in which your partner has been in receipt of SAP if they were not entitled to adoption leave).

OPTING IN TO SHARED PARENTAL LEAVE AND PAY

Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice which includes:

- (a) your name and your partner’s name;
- (b) if you are taking adoption leave, your adoption leave start and end dates;
- (c) if you are not taking adoption leave, your partner’s adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP;

- (d) the total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner;
- (e) how many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken);
- (g) how many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- (i) declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

ENDING YOUR ADOPTION LEAVE

If you are taking or intend to take adoption leave and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your adoption leave (a curtailment notice). The notice must state the date your adoption leave will end. You can give the notice before or after adoption leave starts, but you must take at least two weeks' adoption leave.

You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

If your partner is eligible to take SPL from their employer they cannot start it until you have given us your curtailment notice.

The curtailment notice is binding on you and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:

- (a) if you realise that neither you nor your partner are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
- (b) if your partner has died.

Once you have revoked a curtailment notice you will be unable to opt back in to the SPL scheme.

ENDING YOUR PARTNER'S ADOPTION LEAVE OR PAY

If your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:

- (a) returned to work;
- (b) given their employer a curtailment notice to end adoption leave; or
- (c) given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

BOOKING YOUR SPL DATES

Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.

The period of leave notice can either give the dates you want to take SPL or, if the child has not been placed with you yet, it can state the number of days after the placement that you want the SPL to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of placement and wish to take SPL straight afterwards.

Leave must be taken in blocks of at least one week.

If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.

If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out below.

You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice).

PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL

In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:

- (a) choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
- (b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

CHANGING THE DATES OR CANCELLING YOUR SPL

You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.

You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.

You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.

You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see above which set out how much notice is required.

You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see above which set out how much notice is required for the request. We do not have to grant your request but will consider it.

A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:

- (a) the variation is a result of the child being placed with you earlier or later than the expected placement date;
- (b) you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period.
- (c) the variation is at our request; or
- (d) we agree otherwise.

SHARED PARENTAL PAY

You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SAP claimed by you or your partner) provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.

You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

OTHER TERMS DURING SHARED PARENTAL LEAVE

Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

Holiday entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform the Pensions Administrator that you wish to make up any shortfall.

KEEPING IN TOUCH

We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

You may ask or be asked to work (including attending training) on up to 20 “keeping-in-touch” days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during adoption leave. KIT days are not compulsory and must be discussed and agreed with your line manager.

You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

RETURNING TO WORK

If you want to end a period of SPL early, you must give us eight weeks’ written notice of the new return date. If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement.

If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of our business.

You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

- (a) if your SPL and any adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
- (b) if you took SPL consecutively with more than four weeks of ordinary parental leave.

If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

Other Leave

Time off for Public Duties

ABOUT THIS POLICY

We wish to enable employees to perform any public duties that they may be committed to undertake and so will give them time off to do so where it does not conflict with the operational needs of our business. We are not legally obliged to grant paid leave for these purposes.

This policy does not form part of any employee’s or worker’s contract of employment or engagement and we may amend it at any time.

JURY SERVICE

You should tell your line manager as soon as you are summoned for jury service and provide a copy of your summons if requested.

Depending on the demands of our business we may request that you apply to be excused from or defer your jury service.

We are not required by law to pay you while you are absent on jury service. You will be advised at court of the expenses and loss of earnings that you can claim.

VOLUNTARY PUBLIC DUTIES

Employees are entitled to a reasonable amount of unpaid time off work to carry out certain public duties, including duties as a tribunal member, magistrate, local counsellor, member of an NHS Trust, prison visitor, police station lay visitor or school governor.

If you are unsure whether a public service that you perform is covered by this policy you should speak to your manager.

As soon as you are aware that you will require time off for performance of a public service you should notify your line manager in writing, providing full details of the time off that is being requested and the reasons for your request. In order that arrangements can be made to cover your duties in your absence you should make your request in good time.

Each request for time off will be considered on its merits taking account of all the circumstances, including how much time is reasonably required for the activity, how much time you have already taken, and how your absence will affect the business.

RESERVE FORCES DUTIES

We are aware that employees who are members of the Reserve Forces (the Territorial Army, Royal Navy Reserve, Royal Marines Reserve or Royal Auxiliary Air Force) may be called-up at any time to be deployed on full-time operations, and are expected to attend regular training.

We are under no obligation to offer leave (either paid or unpaid) for reservists to undertake training and you should use existing holiday entitlement to meet training commitments

If we receive notice that you have been called-up for active service we may apply to an adjudication officer for the notice to be deferred or revoked if your absence would cause serious harm to our business (which could not be prevented by the grant of financial assistance).

Once your military service has ended you may submit a written application for reinstatement to your employment. This should be made by the third Monday following the end of your military service and you should notify us of the date on which you will be available to restart work.

If it is not reasonable and practicable to reinstate you into your former employment we will offer you the most favourable alternative on the most favourable terms and conditions which are reasonable and practicable.

Compassionate Leave Policy

ABOUT THIS POLICY

Compassionate leave is designed to help you cope with the death of a close relative, deal with necessary arrangements and attend their funeral. It may also be granted where a close relative is seriously or critically ill.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

ENTITLEMENT

Assuming you are opted into the Holiday Pay Scheme (otherwise known as Annual Paid Leave Reserve Fund, you're able to take paid compassionate leave of up to 10 days in any 12-month period in respect of a spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law. If you are not opted into the Holiday Pay Scheme, then you are still entitled to compassionate leave of up to 10 days in any 12-month period however this will be unpaid leave.

We may exercise our discretion to grant a period of compassionate leave in respect of any other relative or close friend, depending on the circumstances of each case.

If you are still unable to return to work following an authorised period of compassionate leave you should contact your line manager. It may be appropriate to take a period of annual leave, subject to your manager's approval, or we may at our discretion grant you further unpaid leave in those circumstances.

REQUESTING COMPASSIONATE LEAVE

We recognise that it may not always be possible to request compassionate leave in advance. However, where it is possible, you should make a request to your line manager. You should tell them the reasons for your request and the number of days leave you would like to take.

Where it is not possible to request leave in advance you should contact your line manager as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Someone can do this on your behalf if necessary.

In exceptional circumstances we may have to refuse a request for compassionate leave and will give you a written explanation of the reasons. If you are dissatisfied with this decision you may make a complaint under our Grievance Procedure.

IX. Performance

Assessment & Review

DASA Umbrella Limited do not carry out assessments or reviews of your performance, however your line manager at the Client to whom you are for the time being assigned may carry out performance assessments based on the company-wide key performance indicators (KPI).

Grievance & Disciplinary Procedures

Most grievances can be resolved quickly and informally through discussion with your line manager at the Client to whom you are for the time being assigned. Any grievance should be brought to the attention of your DASA Umbrella account manager in the first instance. If your account manager is unable to resolve it, you may refer it to a DASA Director.

If this does not resolve the problem you should initiate the formal procedure set out in Annex A of your Terms of Engagement Contract.

This procedure applies to all employees and workers regardless of length of service. It does not apply to self-employed contractors.

This procedure does not form part of any employee's or worker's contract of employment or engagement or any worker's contract of engagement. It may be amended at any time and we may depart from it depending on the circumstances of any case. To confirm the applicable Grievance Procedure, you should refer to the date you signed your Terms of Engagement Contract and the details attached to the document you signed.

Disciplinary and Grievance Procedures are based on those recommended by ACAS, and will generally be followed.

The Disciplinary procedure is intended to help maintain standards of conduct and performance and to ensure fairness and consistency when dealing with allegations of misconduct or poor performance.

This procedure applies to all employees and workers regardless of length of service, it's applicable to you as per the date of your engagement contract can be found appended to that contract. It does not apply to self-employed contractors. It does not form part of any employee's or worker's contract of employment or engagement or any worker's contract of engagement and we may amend it at any time.

Minor conduct or performance issues can usually be resolved informally with your line manager. This procedure sets out formal steps to be taken if the matter is more serious or cannot be resolved informally.

Stage 1 – first warning

If conduct or performance is unsatisfactory, the employee will be given a written warning or performance note. Such warnings will be recorded, but disregarded after 12 months of satisfactory service. The employee will also be informed that a final written warning may be considered if there is no sustained satisfactory improvement or change. (Where the first offence is sufficiently serious, for example because it is having, or is likely to have, a serious harmful effect on the organisation, it may be justifiable to move directly to a final written warning).

Stage 2 – final written warning

If the offence is serious, or there is no improvement in standards, or if a further offence of a similar kind occurs, a final written warning will be given which will include the reason for the warning and a note that if no improvement results within a specified period, action at Stage 3 will be taken.

Stage 3 – dismissal or action short of dismissal

If the conduct or performance has failed to improve, the employee may suffer demotion, disciplinary transfer, loss of seniority (as allowed in the contract) or dismissal.

Gross Misconduct

If, after investigation, it is confirmed that an employee has committed an offence of the following nature (the list is not exhaustive), the normal consequence will be dismissal without notice or payment in lieu of notice:

- theft, damage to property, fraud, incapacity for work due to being under the influence of alcohol or illegal drugs, physical violence, bullying and gross insubordination.

While the alleged gross misconduct is being investigated, the employee may be suspended, during which time he or she will be paid their normal pay rate. Any decision to dismiss will be taken by the employer only after full investigation.

Appeals

An employee who wishes to appeal against any disciplinary decision must do so to the named person in the organisation within five working days. The employer will hear the appeal and decide the case as impartially as possible.

Appeals in relation to disciplinary matters may be made to a Dasa Umbrella Director.

X. IT & Communications System

IT Security & Communications System Policy

ABOUT THIS POLICY

Our IT and communications systems are intended to promote effective communication and working practices. This policy outlines the standards you must observe when using these systems, when we will monitor their use, and the action we will take if you breach these standards.

The Managing Director has overall responsibility for this policy, including keeping it under review.

Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

Umbrella workers working on client sites and/or using client's own IT and communications systems should familiarize themselves and comply with the client's own corresponding applicable policies.

The term "users" refers to all persons (managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees, casual and agency staff as well as volunteers, interim staff, partners, etc.) who may use these resources in any capacity.

All users are individually responsible for the use of their computer regardless of who has provided the equipment. Users are also personally responsible for all communications and data resources used within their day to day duties. All such resources are provided solely for business purposes (though personal use of communication resources is allowed under exceptional circumstances and in emergency situations). The following specific prohibitions apply under all circumstances:- Users shall not use any DASA resource to load, store, publish, send, distribute or handle any material (documents, information, pictures, videos, etc.) of the following natures:

- Violent, pornographic, offensive, or contrary to due regard for human dignity or protection of children.
- Libelous or otherwise illicit.
- Liable to jeopardize DASA resources, especially as regards integrity and conservation of DASA data.
- Liable to jeopardize the internal or external image of The DASA Group names and brands.

Access to websites publishing such material is also specifically prohibited, especially since this carries the additional risk that the user's email address will be included in a mailing list for reception of illicit material. Any user who happens to receive unsolicited material in any of the above categories is required to destroy it immediately. Users should avoid any behaviour liable to incite third parties to send them any such material.

Users shall not:

- Use any DASA resource with intent to harass, threaten, insult or in any way contravene applicable law.
- Store or send files containing material protected by intellectual property law, unless they possess the required authorization. Users should not request to receive any such files.
- Store or send software or any other programs protected by intellectual property law unless specifically authorized to do so by DASA. Users should not request to receive any such material.
- Use DASA-provided hardware, software or other programs in violation of intellectual property law or other DASA standards.
- Knowingly load or send files containing viruses or damaged data,
- Falsify the source of material contained in computer files.
- Send mass messages (over 20 addressees), except to company mailing lists for legitimate business purposes, and shall not send chain messages (messages sent to mailing list with invitation to forward to other users).
- Use DASA resources in any way likely to impede access by other users.

Some of the activities prohibited by this policy might also be criminal offences punishable by law. DASA may check compliance with the above rules, within legally applicable limits.

DASA owns all information sent and received. DASA also own the data stored on any computers or communication systems it provides to its users. Users must realise that all use of computer, communication and data resources is governed by rules determined by applicable legislation, DASA ethical standards, and good working practice as regards security and operational efficiency. Negligence or improper use of resources jeopardizes the company as a whole, ultimately endangering the individuals within the company.

Users' computer systems provided by DASA (workstation, PCs, laptops, etc.) will usually integrate effective anti-virus utilities. However, despite precautions, exposure to the outside world (via media communication such as email) may cause infection by a virus or other data-damaging type of files. In the event a user suspects a system virus, the user should shut down all applications immediately and report to the IT team.

Under the DASA Code of Ethics, employees are bound to help protect and preserve the assets of The Group. This binds all users of DASA's computer, communication and data resources setting out the main rules and precautions.

The Code of Ethics refers to both tangible property and also to intangible assets such as intellectual property, know how and other sensitive data.

Appropriate Use of Company Equipment

EQUIPMENT SECURITY AND PASSWORDS

You are responsible for the security of the equipment allocated to or used by you, and you must not allow it to be used by anyone other than in accordance with this policy. You should use passwords on all IT equipment, particularly items that you take out of the office. You should keep your passwords confidential and change them regularly.

You must only log on to our systems using your own username and password. You must not use another person's username and password or allow anyone else to log on using your username and password.

If you are away from your desk you should log out or lock your computer. You must log out and shut down your computer at the end of each working day regardless if you are working remotely (from home) or in an office environment.

SYSTEMS AND DATA SECURITY

You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).

You must not download or install software from external sources without authorisation from your line manager. Downloading unauthorised software may interfere with the systems and may introduce viruses or other malware.

You must not attach any device or equipment including mobile phones, tablet computers or USB storage devices to the systems without authorisation from your manager.

We may monitor emails passing through our system for viruses. You should exercise particular caution when opening unsolicited emails from unknown sources. If an email looks suspicious do not reply to it, open any attachments or click any links in it.

Inform your manager immediately if you suspect your computer may have a virus.

PERSONAL USE OF SYSTEMS

Under certain circumstances it is permitted to use the system to send personal email, browse the internet and make personal telephone calls subject to certain conditions. Personal use is a privilege and not a right. It must not be overused or abused. Permission may be withdrawn at any time or access may be restricted.

Personal use must meet the following conditions:

- (a) it must be minimal and take place exclusively outside of normal working hours (that is, during your lunch break, and before or after work);
- (b) personal emails should be labelled "personal" in the subject header;
- (c) it must not affect your work or interfere with the business;
- (d) it must not commit to any marginal costs; and
- (e) it must comply with the relevant policies including the Equal Opportunities Policy, Anti-harassment and Bullying Policy, Data Protection Policy and Disciplinary Procedure.

PROHIBITED USE OF SYSTEMS

Misuse or excessive personal use of telephone or email system or inappropriate internet use will be dealt with under our Disciplinary Procedure. Misuse of the internet can in some cases be a criminal offence.

Creating, viewing, accessing, transmitting or downloading any of the following material will usually amount to gross misconduct (this list is not exhaustive):

- (a) pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
- (b) offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
- (c) a false and defamatory statement about any person or organisation;
- (d) material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Equal Opportunities Policy or our Anti-harassment and Bullying Policy);
- (e) confidential information about us or any of our staff or clients (except as authorised in the proper performance of your duties);
- (f) unauthorised software;
- (g) any other statement which is likely to create any criminal or civil liability (for you or us); or
- (h) music or video files or other material in breach of copyright.

Appropriate Use of Email

Adopt a professional tone and observe appropriate etiquette when communicating with third parties by email. You should also include our standard email signature and disclaimer.

Remember that emails can be used in legal proceedings and that even deleted emails may remain on the system and be capable of being retrieved.

You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate emails.

You should not:

- (a) send or forward private emails at work which you would not want a third party to read;
- (b) send or forward chain mail, junk mail, cartoons, jokes or gossip;
- (c) contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding emails to others who do not have a real need to receive them; or
- (d) send messages from another person's email address (unless authorised) or under an assumed name.

Do not use your own personal email account to send or receive email for the purposes of business. Only use the email account you have been provided with.

Due to additional security risks the use of web-based personal email such as Gmail or Hotmail on your work computer systems may be restricted or prohibited. Please check with your line manager if you are unsure.

Appropriate Use of Internet

Internet access is provided solely for business purposes. Occasional personal use may be permitted, you should check with your line manager if you are unsure.

You should not access any web page or download any image or other file from the internet which could be regarded as illegal, offensive, in bad taste or immoral. Even web content that is legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.

Some websites may be blocked or restricted based on discretion, you should check with your line manager if you have any concerns or if you are unsure.

Appropriate Use of Social Media

Social Media Policy

ABOUT THIS POLICY

This policy is in place to minimise the risks to our business through use of social media.

This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Google+, Wikipedia, Whisper, Instagram, Vine, Tumblr and all other social networking sites, internet postings and blogs. It applies to use of social media for business purposes as well as personal use that may affect the business in any way.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

PERSONAL USE OF SOCIAL MEDIA

Personal use of social media is never permitted during working hours or by means of our or a client's computers, networks and other IT resources and communications systems.

PROHIBITED USE

You must avoid making any social media communications that could damage our business interests or reputation, even indirectly.

You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.

You must not express opinions on our or an agencies behalf via social media, unless expressly authorised to do so by your manager. You may be required to undergo training in order to obtain such authorisation.

You must not post comments about sensitive business-related topics, such as performance, or do anything to jeopardise any trade secrets, confidential information and intellectual property. You must not include any employers logos or other trademarks in any social media posting or in your profile on any social media.

The contact details of business contacts made during the course of your employment are confidential information. On termination of employment you must (if we so request) provide us with a copy of all such information, delete all such information from your personal social networking accounts and destroy any further copies of such information that you may have.

Any misuse of social media should be reported to your manager or the compliance manager.

GUIDELINES FOR RESPONSIBLE USE OF SOCIAL MEDIA

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

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

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

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

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

BREACH OF THIS POLICY

Breach of this policy may result in disciplinary action up to and including dismissal. Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation.

You may be required to remove any social media content that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

XI. Conduct & Company Policy

Conduct Policies

- Statement of ethics, anti-corruption and bribery policy
- Anti-facilitation of tax evasion policy
- Anti-harassment and bullying policy
- Equality and diversity policy
- Anti-slavery and human trafficking policy
- Reporting – Whistleblowing policy

Statement of Ethics, Anti- Corruption & Bribery Policy

STATEMENT OF ETHICS

The DASA Group of Companies refers to DASA Umbrella, DASA Consulting, DASA Accountancy, DASA CIS and DASA Rewards. We are one of the UK's top umbrella companies providing a range of financial services across payroll and accountancy. We pride ourselves on our reputation for acting fairly and ethically wherever we do business. Our reputation is built on our values as a company, the values of our employees and our collective commitment to acting with integrity throughout our organisation.

The Management of the DASA Group and I condemn corruption in all its forms and will not tolerate it in our business or in those we do business with. From the confines of our working environments, it is sometimes difficult to grasp the scale of the damage that bribery does to societies. It is not a victimless crime; far from it:

“Corruption ... undermines democracy and the rule of law, leads to violations of human rights, distorts markets, erodes the quality of life and allows organised crime, terrorism and other threats to human security to flourish. This evil phenomenon is found in all countries - big and small, rich and poor... corruption hurts the poor disproportionately by diverting funds intended for development, undermining a government's ability to provide basic services, feeding inequality and injustice and discouraging foreign aid and investment. Corruption is a key element in economic under-performance and a major obstacle to poverty alleviation and development.” (Kofi Annan, former UN Secretary General)

Our Anti-Corruption and Bribery Policy sets out in detail how you should behave and what you should do if you are confronted with corruption. DASA expect that all of you will embrace the Code and its values and use them in all aspects of your day-to-day work.

The Code is for your benefit as much as for that of The DASA Group. Bribery and corruption are punishable for individuals by up to ten years' imprisonment and if we, DASA Umbrella Limited, are found to have taken part in corruption we could face an unlimited fine, face damage to our reputation and be potentially be excluded from tendering for public contracts.

The potential harm done by bribery, both to The DASA Group of Companies and to you, is long term and hugely outweighs any potential short term gain. Bribery is just not worth the risk.

If you have any doubts about anything at all, refer to The Code of Good Conduct and The Code of Ethics or you can speak to us in complete confidence. The Management of DASA are committed to eradicating corruption and we will stand by you in acting ethically.

Remember, take the RIGHT approach, and we can eradicate corruption together:

- Responsibility. You are responsible for your actions. If you break the law, you will have to face the consequences - which could mean a fine, imprisonment, or both.
- Integrity. Don't compromise your integrity. If you think something is wrong, ALWAYS report it. If you aren't sure, consult the Code of Conduct. Don't ever let yourself be forced into doing something you know or suspect is wrong.

- Genuineness. Always pay genuine prices for genuine goods and services. Never pay over the odds. Agents who ask for especially large fees or commissions may do so in order to pay bribes on your behalf. If this happens, you will be responsible. Excessive payments are obvious and will always be uncovered.
- Honesty. Act honestly and in good faith at all times and in all aspects of your work.
- Transparency. Keep accurate records (including all invoices and receipts) of everything that you do, especially in relation to the payments you make and what they are for. Full and accurate records demonstrate complete transparency and that you have nothing to hide.

Don't bribe. Do the **RIGHT** thing.

M J Marzook

Managing Director

Anti-corruption & Bribery Policy

ABOUT THIS POLICY

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time. It will be reviewed regularly.

WHO MUST COMPLY WITH THIS POLICY?

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

WHAT IS BRIBERY?

Bribe means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.

Bribery includes offering, promising, giving, accepting or seeking a bribe.

All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, raise it with your manager or the Managing Director.

Specifically, you must not:

- (a) give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;

- (b) accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else;
- (c) give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure;

You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

GIFTS AND HOSPITALITY

This policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services.

A gift or hospitality will not be appropriate if it is unduly lavish or extravagant, or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process).

Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers), or be given in secret. Gifts must be given in our name, not your name.

Promotional gifts of low value such as branded stationery may be given to or accepted from existing customers, suppliers and business partners.

RECORD-KEEPING

You must declare and keep a written record of all hospitality or gifts given or received. You must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure. If you are offered any hospitality or gifts, we may ask you to complete

All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept “off-book” to facilitate or conceal improper payments.

HOW TO RAISE A CONCERN

If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify your manager or the Managing Director or report it in accordance with our Whistleblowing Policy as soon as possible.

Anti-facilitation of Tax Evasion Policy

POLICY STATEMENT

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to facilitation of tax evasion, whether under UK law or under the law of any foreign country.

We are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter tax evasion facilitation.

We will uphold all laws relevant to countering tax evasion in all the jurisdictions in which we operate, including the Criminal Finances Act 2017.

ABOUT THIS POLICY

The purpose of this policy is to:

- (a) set out our responsibilities, and of those working for us, in observing and upholding our position on preventing the criminal facilitation of tax evasion; and
- (b) provide information and guidance to those working for us on how to recognise and avoid tax evasion.

As an employer, if we fail to prevent our employees, workers, agents or service providers facilitating tax evasion, we can face criminal sanctions including an unlimited fine, as well as exclusion from tendering for public contracts and damage to our reputation. We therefore take our legal responsibilities seriously.

We have identified that the following are particular risks for our business:

- Temporary workers accepting 'cash in hand assignments'
- Non-disclosure of additional paid work or contracts

To address those risks we have a competitive package including employee rewards to encourage workers to process any invoices for work they have completed through DASA Umbrella.

Further, HMRC regularly monitor and where necessary update the tax codes to ensure the correct amount of tax is being paid – any change in tax code is immediately updated before an employee is put through the payroll payment system.

In this policy, third party means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisers, representatives and officials, politicians and political parties.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

WHO MUST COMPLY WITH THIS POLICY?

This policy applies to all persons working for us or any Group Company or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, wherever located.

WHO IS RESPONSIBLE FOR THIS POLICY?

The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

The compliance manager has primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in preventing the facilitation of tax evasion.

Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it.

You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the compliance manager.

WHAT IS TAX EVASION FACILITATION?

For the purposes of this policy:

- (a) Tax evasion means the offence of cheating the public revenue or fraudulently evading UK tax, and is a criminal offence. The offence requires an element of fraud, which means there must be deliberate action, or omission with dishonest intent;
- (b) Foreign tax evasion means evading tax in a foreign country, provided that conduct is an offence in that country and would be a criminal offence if committed in the UK. As with tax evasion, the element of fraud means there must be deliberate action, or omission with dishonest intent; and
- (c) Tax evasion facilitation means being knowingly concerned in, or taking steps with a view to, the fraudulent evasion of tax (whether UK tax or tax in a foreign country) by another person, or aiding, abetting, counselling or procuring the commission of that offence. Tax evasion facilitation is a criminal offence, where it is done deliberately and dishonestly.

Under the Criminal Finances Act 2017, a separate criminal offence is automatically committed by a corporate entity or partnership where the tax evasion is facilitated by a person acting in the capacity of an "associated person" to that body. For the offence to be made out, the associated person must deliberately and dishonestly take action to facilitate the tax evasion by the taxpayer. If the associated person accidentally, ignorantly, or negligently facilitates the tax evasion, then the corporate offence will not have been committed. The company does not have to have deliberately or dishonestly facilitated the tax evasion itself; the fact that the associated person has done so creates the liability for the company.

Tax evasion is not the same as tax avoidance or tax planning. Tax evasion involves deliberate and dishonest conduct. Tax avoidance is not illegal and involves taking steps, within the law, to minimise tax payable (or maximise tax reliefs).

In this policy, all references to tax include national insurance contributions (and their equivalents in any non-UK jurisdiction).

WHAT YOU MUST NOT DO

It is not acceptable for you (or someone on your behalf) to:

- (a) engage in any form of facilitating tax evasion or foreign tax evasion;
- (b) aid, abet, counsel or procure the commission of a tax evasion offence or foreign tax evasion offence by another person;
- (c) fail to promptly report any request or demand from any third party to facilitate the fraudulent evasion of tax (whether UK tax or tax in a foreign country), or any suspected fraudulent evasion of tax (whether UK tax or tax in a foreign country) by another person, in accordance with this policy;
- (d) engage in any other activity that might lead to a breach of this policy; or
- (e) threaten or retaliate against another individual who has refused to commit a tax evasion offence or a foreign tax evasion offence or who has raised concerns under this policy.

YOUR RESPONSIBILITIES

You must ensure that you read, understand and comply with this policy.

The prevention, detection and reporting of tax evasion and foreign tax evasion are the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.

You must notify the compliance manager as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if an employee or supplier asks to be paid into an offshore bank account, without good reason, or a supplier asks to be paid in cash, indicating that this will mean the payment is not subject to VAT. Further “red flags” that may indicate potential tax evasion or foreign tax evasion are set out in Clause 12.

HOW TO RAISE A CONCERN

You are encouraged to raise concerns about any issue or suspicion of tax evasion or foreign tax evasion at the earliest possible stage.

If you become aware of any fraudulent evasion of tax (whether UK tax or tax in a foreign country) by another person in the course of your work, or you are asked to assist another person in their fraudulent evasion of tax (whether directly or indirectly), or if you believe or suspect that any fraudulent evasion of tax has occurred or may occur, whether in respect to UK tax or tax in a foreign country, you must notify your manager or report it in accordance with our Whistleblowing Policy as soon as possible.

If you are unsure about whether a particular act constitutes tax evasion or foreign tax evasion, raise it with your manager as soon as possible. You should note that the corporate offence is only committed where you deliberately and dishonestly take action to facilitate the tax evasion or foreign tax evasion. If you do not take any such action, then the offence will not be made out. However, a deliberate failure to report suspected tax evasion or foreign tax evasion, or “turning a blind eye” to suspicious activity could amount to criminal facilitation of tax evasion.

PROTECTION

Individuals who raise concerns or report another’s wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

We are committed to ensuring no one suffers any detrimental treatment as a result of:

- (a) refusing to take part in, be concerned in, or facilitate tax evasion or foreign tax evasion by another person;
- (b) refusing to aid, abet, counsel or procure the commission of a tax evasion offence or a foreign tax evasion offence by another person; or
- (c) reporting in good faith their suspicion that an actual or potential tax evasion offence or foreign tax evasion offence has taken place, or may take place in the future.

Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the compliance manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure, which can be found in your employment or engagement contract.

TRAINING AND COMMUNICATION

Training on this policy forms part of the induction process for all individuals who work for us, and regular training will be provided as necessary. Such training may form part of wider financial crime detection and prevention training.

Our zero-tolerance approach to tax evasion and foreign tax evasion must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate after that.

BREACHES OF THIS POLICY

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.

We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

POTENTIAL RISK SCENARIOS: “RED FLAGS”

The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns related to tax evasion or foreign tax evasion. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these red flags while working for us, you must report them promptly to your manager or to the compliance manager or using the procedure set out in the whistleblowing policy:

- (a) you become aware, in the course of your work, that a third party has made or intends to make a false statement relating to tax, has failed to disclose income or gains to, or to register with, HMRC (or the equivalent authority in any relevant non-UK jurisdiction), has delivered or intends to deliver a false document relating to tax, or has set up or intends to set up a structure to try to hide income, gains or assets from a tax authority;
- (b) you become aware, in the course of your work, that a third party has deliberately failed to register for VAT (or the equivalent tax in any relevant non-UK jurisdiction) or failed to account for VAT;
- (c) a third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- (d) you become aware, in the course of your work, that a third party working for us as an employee asks to be treated as a self-employed contractor, but without any material changes to their working conditions;
- (e) a supplier or other subcontractor is paid gross when they should have been paid net, under a scheme such as the Construction Industry Scheme;
- (f) a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- (g) a third party to whom we have provided services requests that their invoice is addressed to a different entity, where we did not provide services to such entity directly;

- (h) a third party to whom we have provided services asks us to change the description of services rendered on an invoice in a way that seems designed to obscure the nature of the services provided;
- (i) you receive an invoice from a third party that appears to be non-standard or customised;
- (j) a third party insists on the use of side letters or refuses to put terms agreed in writing or asks for contracts or other documentation to be backdated;
- (k) you notice that we have been invoiced for a commission or fee payment that appears too large or too small, given the service stated to have been provided;
- (l) a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us;

Anti-harassment & Bullying Policy

ABOUT THIS POLICY

The DASA Group of Companies is committed to providing a working environment free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect.

This policy covers harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions. It covers bullying and harassment by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to premises where our staff work.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

WHAT IS HARASSMENT?

Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.

It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.

Examples of Harassment may include:

- (a) unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
- (b) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
- (c) offensive emails, text messages or social media content;
- (d) mocking, mimicking or belittling a person's disability.

A person may be harassed even if they were not the intended “target”. For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

WHAT IS BULLYING?

Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.

Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:

- (a) physical or psychological threats;
- (b) overbearing and intimidating levels of supervision;
- (c) inappropriate derogatory remarks about someone's performance;

Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

IF YOU ARE BEING HARASSED OR BULLIED

If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager or the Managing Director, who can provide confidential advice and assistance in resolving the issue formally or informally.

If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.

We will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a “need to know” basis. We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.

Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by an employee the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

PROTECTION AND SUPPORT FOR THOSE INVOLVED

Staff who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

RECORD-KEEPING

Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Privacy Standard.

Equality & Diversity Policy

EQUAL OPPORTUNITIES STATEMENT

We are committed to promoting equal opportunities in employment. You and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (Protected Characteristics).

ABOUT THIS POLICY

This policy sets out our approach to equal opportunities and the avoidance of discrimination at work. It applies to all aspects of employment with us, including recruitment, pay and conditions, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.

The Managing Director is responsible for this policy and any necessary training on equal opportunities.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

DISCRIMINATION

You must not unlawfully discriminate against or harass other people including current and former employees, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform), and on work-related trips or events including social events.

The following forms of discrimination are prohibited under this policy and are unlawful:

- (a) Direct discrimination: treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because they might be gay.
- (b) Indirect discrimination: a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others, and is not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified.
- (c) Harassment: this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.
- (d) Victimisation: retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.

- (e) Disability discrimination: this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

RECRUITMENT AND SELECTION

Recruitment, promotion and other selection exercises such as redundancy selection will be conducted on the basis of merit, against objective criteria that avoid discrimination. Shortlisting should be done by more than one person if possible.

Vacancies should generally be advertised to a diverse section of the labour market. Advertisements should avoid stereotyping or using wording that may discourage particular groups from applying. They should include a short policy statement on equal opportunities and a copy of this policy will be made available on request.

Job applicants should not be asked questions which might suggest an intention to discriminate on grounds of a Protected Characteristic. For example, applicants should not be asked whether they are pregnant or planning to have children.

Job applicants should not be asked about health or disability before a job offer is made, except in the very limited circumstances allowed by law: for example, to check that the applicant could perform an intrinsic part of the job (taking account of any reasonable adjustments), or to see if any adjustments might be needed at interview because of a disability. Where necessary, job offers can be made conditional on a satisfactory medical check. Health or disability questions may be included in equal opportunities monitoring forms, which must not be used for selection or decision-making purposes.

DISABILITIES

If you are disabled or become disabled, we encourage you to tell us about your condition so that we can consider what reasonable adjustments or support may be appropriate.

PART-TIME AND FIXED-TERM WORK

Part-time and fixed-term employees should be treated the same as comparable full-time or permanent employees and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate), unless different treatment is justified.

BREACHES OF THIS POLICY

We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.

If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or Anti-harassment and Bullying Policy. Complaints will be treated in confidence and investigated as appropriate.

You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under our Disciplinary Procedure.

Anti-slavery and Human Trafficking Policy

POLICY STATEMENT

Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

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

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

This policy does not form part of any employee's contract of employment and we may amend it at any time.

RESPONSIBILITY FOR THE POLICY

The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

The compliance manager has primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in countering modern slavery.

Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it and the issue of modern slavery in supply chains.

You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries are encouraged and should be addressed to the compliance manager.

COMPLIANCE WITH THE POLICY

You must ensure that you read, understand and comply with this policy.

The prevention, detection and reporting of modern slavery in any part of our business or supply chains is the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.

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

You are encouraged to raise concerns about any issue or suspicion of modern slavery in any parts of our business or supply chains of any supplier tier at the earliest possible stage.

If you believe or suspect a breach of this policy has occurred or that it may occur you must notify the compliance manager as soon as possible.

If you are unsure about whether a particular act, the treatment of workers more generally, or their working conditions within any tier of our supply chains constitutes any of the various forms of modern slavery, raise it with the compliance manager.

We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. We are committed to ensuring no one suffers any detrimental treatment as a result of reporting in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of our own business or in any of our supply chains. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the compliance manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

COMMUNICATION AND AWARENESS OF THIS POLICY

Training on this policy, and on the risk our business faces from modern slavery in its supply chains, forms part of the induction process for all individuals who work for us, and regular training will be provided as necessary.

Our zero-tolerance approach to modern slavery must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and reinforced as appropriate thereafter.

BREACHES OF THIS POLICY

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.

We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

Reporting Whistleblowing Policy

ABOUT THIS POLICY

We are committed to conducting our business with honesty and integrity and we expect all staff to maintain high standards. Any suspected wrongdoing should be reported as soon as possible.

This policy covers all employees, officers, consultants, contractors, volunteers, interns, casual workers and agency workers.

This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

WHAT IS WHISTLEBLOWING?

Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, facilitation of tax evasion, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations..

HOW TO RAISE A CONCERN

We hope that in many cases you will be able to raise any concerns with your manager. However, where you prefer not to raise it with your manager for any reason, you should contact the Managing Director. Contact details are at the end of this policy.

We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

This policy encourages staff however to put their name to a concern whenever possible. Please note that:

- Staff must disclose the information in good faith.
- Staff must believe it to be substantially true.
- Staff must not act maliciously or make false allegations.
- Staff must not seek any personal gain

Once a full investigation has taken place, all of the evidence will be considered and (subject to their non-involvement in the complaint) the Chief Executive Officer will decide whether the complaint is upheld or rejected.

The complainant will be informed in writing of the outcome of the decision. However, the complainant will not be informed of any action, disciplinary or otherwise, taken against individuals as a result of their complaint.

If the complaint is rejected there is no right of appeal to a higher level. The Chief Executive Officer is the final arbiter in such matters and his decision is final.

CONFIDENTIALITY

We hope that staff will feel able to voice whistleblowing concerns openly under this policy. Completely anonymous disclosures are difficult to investigate. If you want to raise your concern confidentially, we will make every effort to keep your identity secret and only reveal it where necessary to those involved in investigating your concern.

EXTERNAL DISCLOSURES

The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.

The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external. Public Concern at Work operates a confidential helpline. Their contact details are at the end of this policy.

PROTECTION AND SUPPORT FOR WHISTLEBLOWERS

We aim to encourage openness and will support whistleblowers who raise genuine concerns under this policy, even if they turn out to be mistaken.

Whistleblowers must not suffer any detrimental treatment as a result of raising a genuine concern. If you believe that you have suffered any such treatment, you should inform the Managing Director immediately. If the matter is not remedied you should raise it formally using our Grievance Procedure.

You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action. In some cases the whistleblower could have a right to sue you personally for compensation in an employment tribunal.

However, if we conclude that a whistleblower has made false allegations maliciously, the whistleblower may be subject to disciplinary action.

Public Concern at Work operates a confidential helpline. Their contact details are at the end of this policy.

CONTACTS

Managing Director

M J Marzook

0207 118 0555

Public Concern at Work (Independent whistleblowing charity)

Helpline: (020) 7404 6609

Email: whistle@pcaw.co.uk

Website: www.pcaw.co.uk

XII. Termination

Termination & Resignation Process

There is no probationary period associated with your employment. Your employment is not for a fixed term and is not of a temporary nature. It may be terminated by notice, (or, where we are justified in so doing, for example as a result of gross misconduct, without notice and without making payment in lieu of notice).

Termination of a Client Assignment does not terminate your contract of employment with DASA Umbrella Limited.

You may not terminate your employment until any current Client Assignment can also be lawfully terminated by us. You may not terminate a Client Assignment without also terminating your contract of employment, without our written agreement. Subject thereto, this employment may be terminated by written notice as follows:

During the first month, either by you or by us with immediate effect

Until you have achieved two years continuous employment, either (a) by you giving us one week's notice, or (b) by us giving you three weeks' notice

Thereafter, either (a) by you giving us one week's notice, or (b) by us giving you notice of two weeks, plus one additional week for each year of continuous employment, up to a maximum of twelve (maximum notice fourteen weeks);

Your employment will automatically terminate, without any requirement for notice, if continuation of your employment would become unlawful, whether by reason of the expiry of any required work permit, or otherwise.

If on termination you have taken more or less than the amount of paid leave to which you are entitled (calculated to the date of termination), an adjustment calculated in accordance with the Working Time Regulations 1998 (as amended) will be made to your final pay.

On termination of your employment for whatever reason, you will forthwith return all property belonging to us or to any Client which is in your possession or under your control. You will if so required by us, confirm in writing that you have complied with your obligation under this term.

Leaving Process

If you wish to leave DASA please confirm in writing that you would like to request your P45. We will confirm by sending confirmation by way of a Termination letter and your P45 will be issued via email unless otherwise agreed. Any funds accrued within the Holiday Pay Scheme (otherwise known as Annual Paid Leave Reserve Fund) will be calculated and either included in your pay slip along with hours you have worked or returned to you as a final pay slip which we processes on a Friday.

Upon issuing your P45 we will not make any further contributions to the pension scheme, we will confirm how you can contact them and advise you to discuss your options directly with the People's Pension, should you have any questions in relation to this.

We closely monitor the payroll that we run and if we notice that we have not processed payments for you for some time, we will contact you to confirm if you require a P45 issuing. If we do not hear from you within a reasonable timeframe we will look to issue the Termination letter and follow up with your P45.

Should you require a P60 at the end of a tax year, please contact us to request this. Please be advised that we would normally send out P60s to anyone who is currently receiving payments through us. If you have left DASA prior to the end of the tax year, you will need to request your P60 from us as the assumption is that your current employer will provide your P60. We will issue all P60s via email unless otherwise agreed.

XIII. Agreement

Acknowledgement of Receipt

We have made the Staff Handbook easily accessible and as comprehensive as possible. The reader confirms that it's their responsibility to understand and follow the policies in the document.

- You have read the entire employee handbook and understand your responsibilities related to it.
- You have the opportunity to ask questions to clarify any unclear aspects of the handbook at any time.
- You agree to abide by its principles.
- You agree to report any violations of the handbook and to cooperate in any investigations of violations of the handbook.