

EMPLOYED CONTRACTOR HANDBOOK

2022 v1.7

This employed contractor handbook provides information on policies and procedures relating to all employed contractors within the organisation

Please ensure that you are using the most recent version available. We reserve the right to revise, remove or supplement these policies from time to time without advance notice.

Introduction

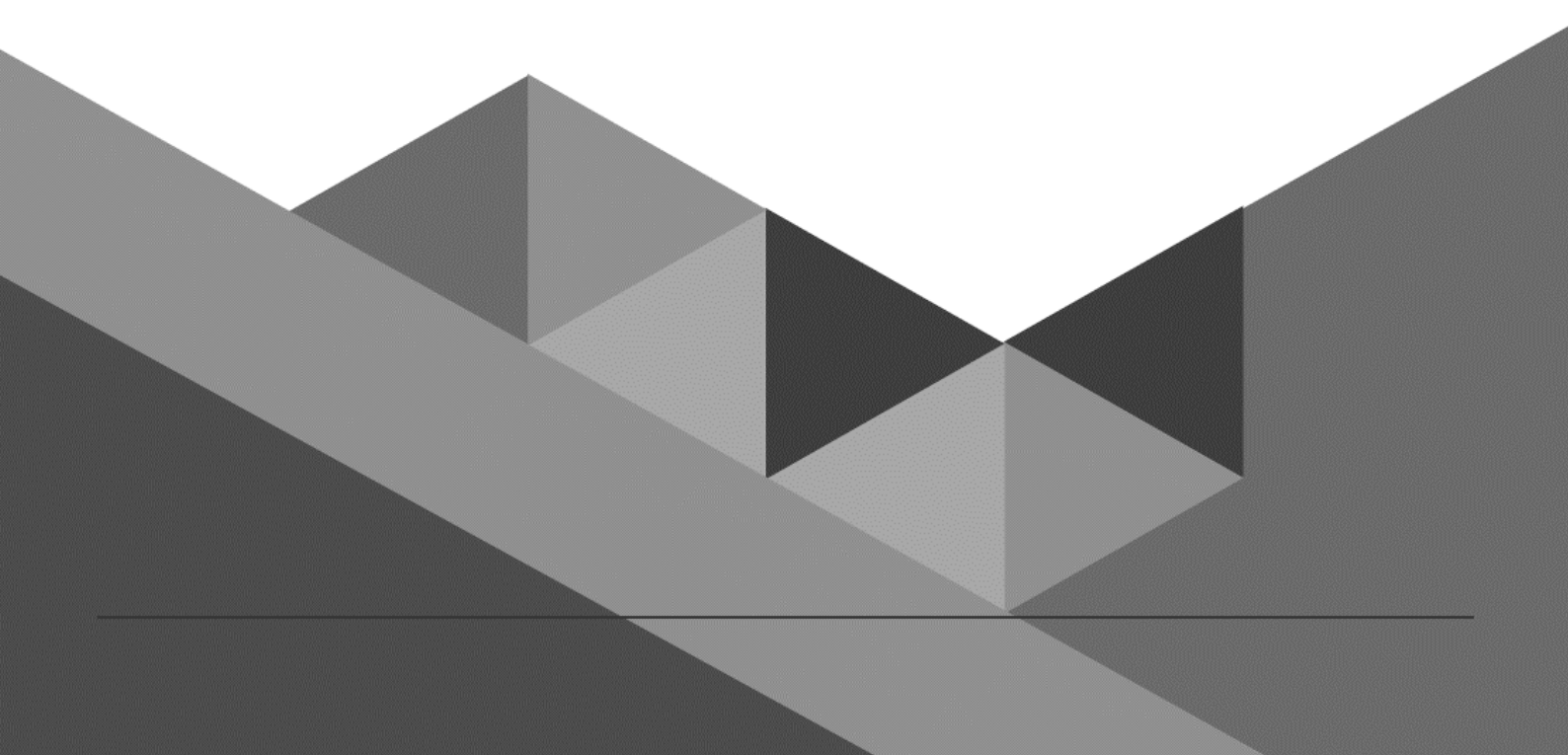
Our aim in producing this handbook is to create a one-stop information point where you are able to access all of the information you are likely to need in relation to your employment with us.

The handbook gives an overview to the terms and conditions of employment and outlines what you can expect from us as your employer. In return we ask for your commitment, dedication and loyalty to help us to achieve the aims and objectives of the company.

Within this organisation, as anywhere, circumstances are constantly changing. Consequently, we reserve the right to revise, remove or supplement these policies from time to time without advance notice.

For the avoidance of doubt, our rules and procedures are not contractual but are applicable to your employment. Subsequently, you should familiarise yourself with this document.

Hopefully you will find this useful during your employment with us. However if you are unable to find the answer to your question here, please feel free to approach our customer services team to source the answer for you.



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Additional Terms and Conditions

In addition to the terms and conditions stated within your contract of employment with us you also agree to the following:

Familiarisation of Company Policy Documents

In line with clause 3.0(a) “rules and regulations, disciplinary and grievance procedures, other than those contained within this agreement, are set out in a document entitled “Contractor Handbook””

In addition to the Employed Contractor Handbook, additional documents relating to your employment with us, are also made available throughout your employment with us. It is your responsibility to read and understand all documents provided to you as they make up part of your employment with us and have been provided to guide you while you are on assignment and working for an external client.

By signing your contract of employment with us, you agree you have received and will read all additional documentation provided on your personal umbrella portal.

Recovery of Funds

While unusual, it has been known for a client to fail to uphold the contractual payment terms which are outlined in the contract for service between the two companies. Should this happen, we will endeavour to recover the unpaid invoices to the best of our ability.

Should we feel it necessary to involve legal counsel to help with the recovery of the outstanding invoices, we will notify you of this course of action and obtain your authorisation to proceed in this way (you can, of course request we go down this route as well). If you request or agree to legal counsel being used, you understand and accept the following conditions:

- All communication with the legal council will go through a company representative as the employment business recovering the debt owed.
- We will cover up to £1,500 of any legal fees due as a result of legal counsel becoming involved.
- Any legal fees accrued over the £1,500 value given above will become the employee’s responsibility. We will arrange with the employee at the start of the process how these fees will be paid.

If you request that we do not involve legal counsel, you understand and accept that:

- We may be unable to recover any unpaid invoices and subsequently may be unable to make a full payment to you for the time worked in line with our payment Terms as specified in our contract of employment.

In some instances we may be unable to appoint legal counsel in order to recover funds (for example (but not limited to) instances where there is a contractual right for funds to be withheld or repaid).

In line with our contract of employment we will be unable to make payment where an invoice has not been satisfied. Where funds are asked to be repaid by either the agency or client, we will

in turn request a repayment from you of any monies paid to you in relation to the disputed invoice.

Additional Insurance Requirements

If we have not already obtained confirmation from you and your role is that of a:

- Surgeon
- Physician
- Doctor
- Dentist
- Nurse
- Midwife
- or other Allied Healthcare professional

Then you must confirm that you belong to and subscribe to and are insured by the Medical Defence Union or Medical Protection Society or other equivalent organisation and that the insurance scheme provided covers all your liabilities which may arise under or in connection with this agreement.

In the event that any Employee does not have such insurance cover you must inform us immediately. You shall be responsible for and shall indemnify us for any loss, liability, costs (including legal costs), damages or expenses that we may incur arising directly or indirectly from that failure.

Disability & Medical Reasonable Adjustments in the Workplace

We understand that due to personal circumstances there may be occasions where an employee might require reasonable adjustments to be made in the workplace due to a long or short term disability or medical requirement.

Where possible, these adjustments should be discussed by the employee with the agency consultant at the point of a contract offer and the acceptance of the contract should be made on the understanding that any reasonable adjustments can be made for the employee in line with Clauses 7 and 12 of the signed contract of employment.

Where the need for an adjustment to be made occurs during an active assignment, you understand that due to the nature of your employment with us, these adjustments will need to be requested and discussed with your client onsite line manager as the party who would have to accept to and implement any reasonable adjustments to be made.

Where there are additional costs associated to making any agreed adjustments, it is understood and agreed in accordance with the signed contract of employment that these costs will become the employee's responsibility, and arrangements will be made with the employee in order to recover or arrange payment of these costs.

How Your Payment is Calculated

With the aim of providing transparency, it is appropriate to outline how our company operates as an umbrella company and your employer and explain how we calculate your Basic Salary and rate of pay for each contract you undertake.

Understanding the Supply Chain

Many contractors often consider that their entitlement to funds commences at the start of the contractual process or end client stage of the chain, whereas the reality is that this is not the case.

Our company is one of several entities involved in a supply chain to provide individuals to fulfil short term contracts/assignments put out for tender by an end client. This supply chain is governed by multiple individual arms-length contracts meaning each company involved is operating on its own account and undertaking the relevant business risks associated with being in business on its own account.

Your claim for payment exists at the point where the contract of employment sits between our company (as your employer) and you. This means that the basic rate of pay we offer you as an employer will differ to the rate of pay offered to you by a client or agency.

The rate of pay provided within the contract for services between ourselves and your agency is known as a charge out rate and usually sits at a much higher value per hour than a standard employee who works for the client doing the same role.

The reason for this uplift in rate is to ensure that the value includes funds to cover employer costs as well as the various company margins, business costs and also a provision for holiday pay. (If you would like to know more about how we calculate your holiday pay, please see our holiday pay policy.)

How We Find your Basic Salary

While it is a legal requirement for your agency to provide you with a Key Information Document which shows all the various deductions which will be taken for each assignment, (allowing you to know your basic rate at the beginning of each contract,) we also want to make you aware of the various umbrella deductions we need or might need to make during your employment with us.

Employer Deductions Required by Law (taken from your gross rate before employee deductions are calculated.)

- Employers NIERS (aka Employers NI)
- Apprenticeship Levy
- Employers Pension Contribution (where applicable)

Employer Business Costs (taken from your gross rate before employee deductions are calculated.)

- Non-vatable Umbrella margin
- Repayment of any funds paid in error (where applicable)
- Referral commission (where applicable)

- Holiday Entitlement (calculated at 12.07%)

Employee Deductions Required by Law (Calculated and taken from your Basic rate after employer deductions have been made.)

- Tax
- National Insurance Contribution
- Pension Contribution (where applicable)
- Student Loan (Where applicable)
- Court Order Deductions (Where applicable)

Other Employee Deductions (Calculated and taken from your Basic rate after employer deductions have been made.)

- None

Example Payment

Please find below an example payment based on a charge out rate of £29 per hour for a 35 hour week with an umbrella margin of £27. (Please note this is an example based on a tax code of 1250L and **will** differ to your payments. If you would like us to provide a specific example based on your rate of pay, please contact the contracts team.)

Example Pay

	Intermediary or umbrella fees	Worker fees
Example gross rate of pay to intermediary or umbrella company from us:	£1015.00 (35hrs at £29 per hour)	
Deductions from intermediary or umbrella income required by law:	Employers NIERS:£96.08 Apprenticeship Levy: £ 4.33 Pension: £22.36	
Any other deductions or costs taken from intermediary or umbrella income:	Holiday Pay: £93.19 Umbrella Margin: £27	
Example rate of pay to you:		Basic Pay: £772.04 (35hrs at £22.0583 per hour) Holiday Pay: £93.19
Deductions from your pay required by law:		Tax: £125.00 National Insurance: £81.87 AE Pensions: £29.81
Any other deductions or costs taken from your pay:		None
Any fees for goods or services:		None
Example net take home pay:		£628.55

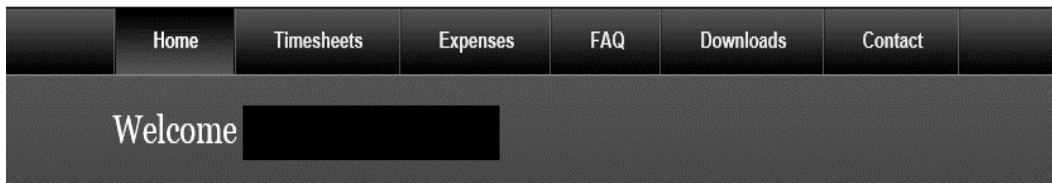
How to Raise Your Timesheet

Depending on your contract, we may require you to raise a timesheet on your timesheet portal so we know what work you have done the previous week or month.

Please follow the instructions below when raising a timesheet.

Instructions

1. Log into your timesheet portal.
- 2.



Welcome to the Contractor Portal. You can use this portal to submit your timesheets and submit expenses.

Quick Links

- [Add Timesheet](#)
- [Raise New Expense](#)

Please Select
"Add Timesheet"

Should you require any assistance whilst using your online portal, please [send us a message](#).

- 3.

A screenshot of the Contractor Portal Timesheets section. The navigation menu at the top includes Home, Timesheets, Expenses, FAQ, Downloads, and Contact. The "Timesheets" menu item is highlighted. Below the menu, the word "Timesheets" is displayed in white text. A grey box with the text "Select 'Raise new Timesheet'" has a downward-pointing arrow leading to a button labeled "Raise New Timesheet". Below this, there is a table with the following data:

Date Submitted	Period	Agency Name	Units	Rate	Timesheet Total	Status
27/10/15	W/E 25/10/2015	Test	4	£350/Day	£1400.00	Submitted to Umbrella
27/10/15	W/E 25/10/2015	Test			£100	Submitted to Umbrella

At the bottom left, it says "Showing Invoices 1 - 2 of 2". At the bottom right, it says "<< Prev Page | Next Page >>".

4.

Home Timesheets Expenses FAQ Downloads Contact

Timesheets - Raise New Timesheet

[← Back to Timesheets](#)

Raise New Timesheet:

Choose the relevant contract which incorporates your timesheet period from the list below.

You will be able to submit a timesheet/expense for a period of 30 days after the contract has expired.

Select Client:

-- Please Select Client To Begin --
Test - 350 GBP Daily (26/10/2015-28/02/2016)

Select Client

5.

Home Timesheets Expenses FAQ Downloads Contact

Timesheets - Raise New Timesheet

[← Back to Timesheets](#)

Raise New Timesheet:

Choose the relevant contract which incorporates your timesheet period from the list below.

You will be able to submit a timesheet/expense for a period of 30 days after the contract has expired.

Select Client:

1. Enter a PO number if required

2. Enter number of hours/days worked

3. Check the Rate is correct, amend it if it is not

Timesheets

Period:	Timesheet Description:	Unit Total:	Rate:	Item Total:	Action
W/E 14/02/16	PO Number? X	5	@ 350 per Day =	1750.0	

+ Add Timesheet

Miscellaneous Payments (Bonus, etc.)

Period:	Item Description:	Amount:
+ Add Misc. Payment		

4. Click "Preview Timesheet" when you have completed all fields.

Preview Timesheet

6.

Home Timesheets Expenses FAQ Downloads Contact

Timesheets - Timesheet Preview

Timesheet Preview

1. Check the information has come through correctly

2. Check the timesheet total is correct

Invoice To: Test

Items

Period:	Timesheet Description:	Unit Total:	Rate:	Timesheet Total:
14/02/2016	PO Number?	5	£350	£1,750.00

Total: £1,750.00

Amount Due: £1,750.00

3. Click "Submit Timesheet" to submit the timesheet to us

[Amend Timesheet](#)

7. You will now receive a confirmation that the timesheet has been submitted successfully.

Note: If you get an error when submitting your timesheet, check that you have not entered the '£' symbol in the rate field. This will cause the error to occur. Go back and remove this symbol and try to submit the timesheet again. If the error continues, please contact our office for further assistance.

Employee Benefits Policy

Statement

We have sourced the below benefits to enhance your employment package with us. If you would like further information regarding a specific benefit listed, please get in touch with our customer services team who will be able to assist you further.

Eligibility of Benefits

All the benefits listed below are available to all employees upon signing your contract of employment with us.

The benefits offered under the “Benefits made available to Employees” section are only available during your active employment with us and will conclude during a period of extended absence where your account falls dormant or at the same time as your contract terminates.

Any benefits you have accessed through the “Benefits available upon request” section remain available to you as long as the agreement you have made directly with the particular third party remains in effect and may outlast the term of your employment with us.

Benefits made available to Employees

- Dedicated service team
- 24/7 secure access to a bespoke personal portal to view and monitor payments
- 24/7 secure access to payslip portal
- Company Pension Scheme (please note there is a 3 month postponement on the company pension scheme)
- Perk box (Please note this is offered through a third party who can provide discounted services and the signup link is provided to you within the first month of your employment with us.)

Benefits available upon request

- Financial services
- Foreign currency exchange
- Contractor Mortgages
- Private Medical Care
- Contractor Accommodation
- Contractor Holidays

(Please note these are also offered through third party companies who can provide discounted services. There is no minimum qualifying period to access these.)

Agency Workers Regulations (AWR)

What is AWR

AWR stands for Agency Workers Regulations (2010) and is a legislation designed specifically to protect agency workers from discrimination in favour of permanent co-workers in the same role at the end client. Issues addressed by this legislation include pay rate, access to holidays and working time conditions.

Background behind AWR

Imagine this scenario: one permanent employee is sitting beside an agency worker; both carrying out the same work but treated differently, with one having access to certain company facilities and benefits and the other not. Is that fair? Obviously not.

Thanks to this legislation, from day one of your assignment you can use eating and social areas, the canteen, parking spaces, changing rooms and any other facilities that full time employees have access to.

Does it apply to Umbrella Workers?

AWR does apply to Umbrella workers as they provide services to fulfil temporary assignments with various end clients.

Simply put, the umbrella company contracts with the recruitment agency (or end client) to supply a service. The rate the recruitment agency pays goes to the umbrella company and should not be seen as the pay rate for the umbrella company worker providing the service, and is often referred to as a Charge out Rate. The charge out rate takes into account that the umbrella company will be responsible for employing the person who performs the service and as such will be responsible for paying employers' costs such as employer's national insurance as well as earning a margin for their own business.

Where the AWR helps is to ensure that once the employers expenses have been deducted, the wage and expenses then processed for salary to the temporary worker by the Umbrella Company are **the same or more than** the wage being earned by a comparable permanent colleague working in the same role at the end client. **This means that the employer's expenses and umbrella company margin are taken into account when performing AWR checks to ensure the worker is paid in line with AWR requirements.**

What do we do?

We employ all contractors under a Pay-Comparator model meaning your contract of employment with us takes into consideration and protects you under AWR. Within this contract, we request Previous Work details (this is so that we are aware when a candidate has been in the same role with the same end client for more than 12 weeks) and it also contains provision for holiday pay as all workers have a right to paid leave under the Working Time Regulations.

As of 6th April 2020 the worker must be provided with a written statement confirming the agency worker is entitled to rights relating to pay conferred by regulation 5 of the 2010 regulations. This is provided to you at the start of your employment with us through your secure contractor portal. You are also entitled to a Key Information Document before acceptance of each assignment. Our due diligence process ensures that this is produced by the agency at the start of each new assignment and that you receive a copy accordingly.

We are certified by ERA Services CIC with reviews on an annual basis to show that our processes are fully up-to-date and comply with all current legislation.

If you suspect that AWR is not being adhered to after you have been in the same role with an end client for more than 12 weeks, you have the right to a review. Please contact us using the 'contact us' form in your secure portal and we can contact your agency for the appropriate information.

What does AWR Give you?

From the start of your assignment AWR provides you with:

- The entitlement to obtain information of any internal vacancies and the ability to apply should you wish to do so.
- Access to the same collective workplace facilities and benefits including use of the eating and social areas, the canteen, parking spaces, changing rooms and any other facilities that full time employees have access to.

Following 12 weeks in the same role with the same client, AWR provides you with:

- Equal pay to a permanent colleague in the same role.
- Basic working rights, such as annual leave, rest breaks, time off for ante-natal appointments and many other benefits.

What is excluded from AWR?

It should be noted that the following is not included within AWR:

- Sick pay
- Maternity Pay
- Pensions
- Redundancy payments
- Benefits in kind
- Loyalty bonuses

Am I entitled to any other Employment Rights?

An umbrella company allows workers to take temporary assignments while working for the one employer, the umbrella company. They receive full statutory employment rights as well as protection from The Agency Workers Regulations.

As an employee of our umbrella company; you are entitled to the following employee benefits in addition to AWR:

- Statutory Sick Pay
- Maternity/Paternity pay
- Automatic enrolment into the NEST pension scheme.
- We also offer a Perkbox Gold membership giving you access to discounts and freebies.

If you wish to know more, please get in touch.

Maternity Policy

Pregnant employees will be entitled to take 26 weeks' Ordinary Maternity Leave and 26 weeks Additional Maternity Leave, irrespective of their length of service or the number of hours worked each week.

You may not return to work during the two weeks immediately following the birth of your child.

You are free to choose when you would like your maternity leave to start, however, the earliest you can choose to start your maternity leave is during the 11th week before the expected week of your child's birth.

In certain circumstances, your maternity leave may start automatically earlier than the date you chose as the start date for your maternity leave. This applies where you are absent from work wholly or partly because of pregnancy at any time during the four weeks before the expected week of childbirth or if you give birth early.

Statutory Maternity Pay

If you have at least 26 weeks' service by the end of the 15th week before your child is expected to be born, you may be entitled to Statutory Maternity Pay (SMP), provided your average weekly earnings are at or above the Lower Earnings Limit for National Insurance.

SMP is payable for 39 weeks. For the first six weeks, SMP will be paid at 90% of your average weekly earnings. For the remaining 33 weeks, SMP will be paid at the standard rate which is prescribed by regulations and is adjusted from time to time. The Company will inform you of the applicable rate. If your average weekly earnings fall below the standard rate, SMP will be paid at 90% of your average weekly earnings throughout.

SMP will be paid subject to deductions for tax and National Insurance contributions in the normal way.

In order to be eligible for maternity leave and SMP, you are required to notify your line manager in writing by or during the 15th week before the expected week of your child's birth. You must inform your Line Manager of the following:

- you are pregnant
- the week in which your child is due
- the date you intended to start your maternity leave
- the date from which you will be claiming SMP

You should enclose a MAT B1 certificate with your written notification signed by your registered doctor or registered midwife to confirm the expected week of childbirth.

You may change the date you start your maternity leave providing you give at least 28 days' notice in writing of either the new start date or the original start date (whichever is earliest).

Within 28 days of receiving your notice, the Company shall notify you in writing of the date when your maternity leave will end.

Maternity Allowance

If an employee does not qualify for statutory maternity pay, they may be entitled to Maternity Allowance. This is paid by the Jobcentre Plus for up to 39 weeks. The rate is dependent on recent National Insurance contributions.

Full details can be found at: www.GOV.UK - Maternity Allowance

Antenatal Appointments

All pregnant employees are entitled to reasonable paid time off for antenatal appointments including relaxation and parent-craft classes as advised by a doctor, midwife or other health professional.

Returning to Work

During Ordinary Maternity Leave, you will continue to receive your contractual benefits and your normal terms and conditions will continue to apply, except for those terms relating to wages and salary. You will continue to accrue holiday.

During Additional Maternity Leave, the rights and obligations under your contract of employment are reduced, but you must still give notice in accordance with your contract of employment if you want to leave. In addition, you will continue to be bound by your obligations of confidentiality and loyalty. Only statutory holiday will accrue.

You do not have to notify the Company separately of your return date. It will be assumed that you will come back to work on the date the Company has notified you is the end of your maternity leave period.

- If you wish to return to work before the end of your full maternity leave entitlement, you should give us and your agency at least 8 weeks notice in writing of your intended return date. Your agency will advise you if they are in a position to offer you an assignment at this time.
- If you decide not to return to work after maternity leave, you should confirm this in writing and give the notice required by your contract of employment.

Parallel arrangements are available for the adoption of a child.

Paternity Leave and Pay

Statutory Paternity Leave is a maximum of two weeks' leave, following the birth of a child, taken in order to support the mother or care for the new child. It can only be taken as a single consecutive weeks. It cannot be taken as odd days or as two separate weeks.

To qualify you must have worked for the Company for at least 26 weeks by the end of the 15th week before the expected birth week.

- Statutory Paternity Leave must be taken within 56 days of the birth. If the baby is born earlier than expected, it must be taken within 56 days from the date the baby was due.
- Statutory Paternity Pay is paid at a fixed rate per week (determined in legislation) or 90% of average earnings if that is less. It is paid less tax and National Insurance contributions in the normal way.
- During Statutory Paternity Leave, you are entitled to all of your normal contractual terms and conditions as if you were not absent, apart from basic wages and salary.
- You have the right to return to exactly the same job, on the same terms and conditions after Statutory Paternity Leave.

Paternity leave and pay are also available for the adoption of a child.

Shared Parental Leave

This leave entitlement is designed to give parents / adopters more flexibility in how to share the care of their child in the first year following birth or adoption.

If you are eligible you can share up to 50 weeks leave, you and your partner can decide to be off work at the same time and/or take it in turns to have periods of leave to look after the child. To be eligible you must meet the following criteria:

You (or your partner) must be entitled to maternity / adoption leave, or statutory maternity / adoption pay (or maternity allowance from the Government) and you must share the main responsibility for caring for the child with your partner. In addition, you and your partner will also be required to follow a two-step process to establish eligibility as follows:

- **Step 1** - Continuity test: if you are seeking to take shared parental leave, one parent / adopter must have worked for the same employer for at least 26 weeks at the end of the 15th week before the week in which the child is due (or at the week in which an adopter was notified of having been matched with a child or adoption) and they should still be employed in the first week that shared parental leave is to be taken. The other parent /adopter has to have worked for 26 weeks in the 66 weeks leading up to the due date and have had earned at least £390 in total in 13 of the 66 weeks (add up the highest paying weeks, they don't need to be in a row)
- **Step 2** - Individual eligibility for pay: To qualify for shared parental pay, the parent / main adopter must, as well as passing the Continuity test, also have earned an average salary of the National Insurance lower earnings limit or more for the 8 weeks prior to the 15th week before the expected birth / adoption.

Unpaid Parental Leave

As well as Shared Parental Leave, any eligible employee who has or expects to have responsibility for a child is entitled to take Unpaid Parental Leave to care for that child. This includes the child's registered father or anyone else who has or expects to have formal parental responsibility for the child. To be eligible to take Parental Leave, an employee must have been employed by the Company for at least one year.

- Parental Leave consists of 18 weeks' unpaid leave for each child born or adopted, taken at any time up to the child's eighteenth birthday.
- Up to four weeks' Parental Leave can be taken in respect of each child, each year, in blocks of one week or more.

- Employees cannot take the leave in blocks of less than one week, unless the child is disabled.
- You must give your line manager at least 21 days notice of your intention to take Parental Leave.

Although the situation around pregnancy and adoption appears complex, it is normally quite straightforward to work out your entitlement. Therefore as soon as you know you are pregnant or have been matched with a child for adoption, please let your manager know as soon as is practical. We will calculate your entitlement and the relevant dates for you.

Time Off For Dependants

You are legally entitled to take a reasonable amount of time off to deal with certain prescribed emergencies involving certain dependants. This leave is called Time Off for Dependants.

Time Off for Dependants can be taken, for example, if a dependant falls ill or is injured, if care arrangements break down, or to arrange or attend a dependant's funeral.

A dependant is your child (including adopted child), husband, wife or parent. It also includes someone who lives in your household, and someone who reasonably relies on you, such as an elderly relative.

Any time taken off must be necessary and reasonable in the particular circumstances. Time Off for Dependants is not paid.

Statutory Parental Bereavement Leave and Pay

As of 6th April 2020, you may be entitled to either or both Parental Bereavement Leave and Statutory Parental Bereavement Pay if you were the child or baby's parent (either biological adoptive or parent of a child born to a surrogate), or the partner of the child or baby's parent.

You can take 2 weeks leave for each child under 18 who has died or if you have a stillbirth after 24 weeks of pregnancy.

To qualify for Statutory Parental Bereavement Pay, you must have been continuously employed by us for at least 26 weeks and earn an average of £120 or more per week.

You must notify us in writing with your name, the date of the child's death or stillbirth and the period you want to claim Statutory Parental Bereavement Pay.

You will be entitled to £156.66 per week or 90% of your average weekly earnings (whichever is lower) if you're eligible.

<https://www.gov.uk/parental-bereavement-pay-leave>

Statutory Absence and Sick Pay Policy

As a company we aim to support our employees in times of sickness and unexpected absence. In helping to do so, we offer Statutory Sick Pay, Statutory Maternity and Adoption Pay.

Statutory Sick Pay (SSP)

If you are eligible for Statutory Sick Pay (SSP) you can get £96.35 per week for up to 28 weeks. If your illness is not related to COVID-19, you can get SSP from the fourth day you are off work sick.

To qualify for Statutory Sick Pay (SSP) you must:

- have been ill or self-isolating for at least 4 days in a row (including non-working days)
- Earn an average of at least £120 per week
- Be classed as an [employee](#) and have done some work through ourselves
- Notify us in writing within 7 days of your sickness and provide any requested documentation promptly and within a reasonable time frame.

Please Note: You could lose some of your SSP if you do not tell your employer in time.

You will not qualify for Statutory Sick Pay (SSP) if you:

- Are getting Statutory Maternity Pay
- Have received the maximum SSP amount for the current tax year (28 weeks)

We always operate Statutory Sick Pay in line with Government Requirements. We aim to keep this handbook up to date with all legislative changes, however, where a change has occurred but is not yet showing in our handbook, we will defer to the government legislation in the first instance. A comprehensive guide to SSP is available on the GOV.UK website <https://www.gov.uk/statutory-sick-pay>.

SSP & SMP are paid in the same way as ordinary pay and are liable to tax and National Insurance contributions.

Disciplinary action may be taken if the system is abused or not adhered to accordingly

Mental Health & Wellbeing Policy

Mental health problems and stress can affect anyone, regardless of their position in the organisation. This policy applies equally to all employees. The implementation of this policy will also be supported by other health and safety policies, eg, sickness absence, alcohol, drug and substance abuse, and bullying and harassment.

The aim of this policy is to create a workplace environment that promotes the wellbeing of all employees.

As an employer we aim to create and promote a workplace environment that supports and promotes the mental wellbeing of all employees. We acknowledge that certain working conditions and practices can negatively affect employees' mental wellbeing, including aspects of work organisation and management, and environmental and social conditions that have the potential for psychological as well as physical harm.

As an organisation we aim to:

- Give new employees a comprehensive induction programme providing an understanding of the organisation, the established policies and procedures, and the role they are expected to carry out
- Establish good two-way communication to ensure staff involvement, particularly during periods of organisational change.
- Ensure all staff have clearly defined job descriptions, objectives and responsibilities and provide them with good management support, appropriate training and adequate resources to do their job.
- Manage conflict effectively and ensure the workplace is free from bullying and harassment, discrimination and racism.
- Create and promote a culture where employees are able to talk openly about their job and mental health problems and to report difficulties without fear of discrimination or reprisal.
- Give non-judgemental and proactive support to individual staff who experience mental health problems.
- Deal sympathetically with staff suffering from mental health problems due to circumstances outside the workplace, and who consequently find it difficult to do their jobs properly.
- Encourage staff to consult their GP, or a counsellor of their choice
- Treat all matters relating to individual employees and their mental health problems in the strictest confidence and share on a 'need to know' basis only with consent from the individual concerned.
- Have qualified Mental Health First Aiders on hand at all times

Responsibilities

Everyone has a responsibility to contribute to making the workplace mental wellbeing policy effective.

Managers have a responsibility to:

- Monitor the workplace, identify hazards and risks and take steps to eliminate or reduce these as far as is reasonably practicable.
- Ensure good communication between management and staff, particularly where there are organisational and procedural changes.
- Assist and support employees who are known to have mental health problems or are experiencing stress outside work – for example due to bereavement or separation.
- Ensure staff are provided with the resources and training required to carry out their job.
- Monitor workloads to ensure that people are not over loaded.
- Monitor working hours and overtime to ensure that staff are not overworking, and monitor holidays to ensure that staff are taking their full entitlement.
- Ensure staff are provided with meaningful developmental opportunities.
- In addition, senior management will ensure that staff performing a management or supervisory function have sufficient competence to discharge that function in a manner consistent with the maintenance of mental health in the workplace.

Human resources staff have a responsibility to:

- Organise training and awareness courses on workplace mental wellbeing in conjunction with suitable experts.
- Provide advice and support to employees and managers in relation to this policy.
- Monitor and report on levels of sickness absence which relate to mental health problems including stress-related illness.

Employees have a responsibility to:

- Raise issues of concern and seek help from their line manager, or human resources.
- Accept opportunities for counselling when recommended.

The human resources department will be responsible for reviewing the workplace mental wellbeing policy and for monitoring how effectively the policy meets its aims and objectives. The policy will be reviewed six months from implementation and then annually after that to ensure that it remains relevant.

Holiday & Holiday Pay Policy

Purpose

These policies set out employees' entitlements to annual leave and the Company rules on taking annual leave. This policy ensures that all employees are aware of their responsibilities and company processes relating to taking and being paid for accrued leave. Holiday Pay is due to you for any period of accrued leave undertaken, at the end of the leave year if untaken or upon termination of your employment in accordance with the Working Time Regulations.

Your Entitlement

- The company's leave year runs from 1st April to 31st March
- As an employee of our company you are entitled to 5.6 weeks for a complete leave year, up to a maximum of 28 days. (Where you become employed part way through the leave year, your entitlement will be calculated on a pro-rata basis.)
- For clarity, bank and public holidays are considered working days and you are expected to work on these days. However, you may take them as holiday or your current assignment may require you to take them as part of your annual leave entitlement.
- You cannot carry over any accrued holiday entitlement into the next leave year, except as provided for in the Working Time Regulations.
- Any unused holiday pay will be refunded to you either when you leave or at the end of the leave year, whichever comes first.
- All holiday pay will be advanced on account of sums due to you for annual leave. In line with clause 10 (b) of your contract of employment, you shall give us credit for such payments against your entitlement at the relevant time.

Holiday Policy

Annual leave must be authorised in accordance with our standard leave booking processes. You must:

- Notify the client of your intention of taking time off in line with their own holiday booking process, (this may require you to submit your request through a recruitment agency if one is involved with your assignment.)
- Notify your client a minimum of 2 weeks in advance of the first day of holiday wishing to be taken OR the appropriate time period as dictated by the client's booking process.
- Notify us as your employer of your intention to take time off as a matter of professional courtesy. (Failure to notify us may result in a delay of a holiday payment being made.)

It is your responsibility to:

- Ensure that you undertake 5.6 weeks of leave (up to a maximum of 28 days) within a leave year in accordance with Working Time Regulations.
- Notify us if you believe you are being prevented from taking time off by a client (where this goes against any pre-agreed terms in the contract for service for your current assignment.)

- Notify us immediately if you believe your holiday pay is incorrect.

Holiday Pay Policy

Under the Working Time Regulations, holiday pay must be shown as a separate entry on your payslip when you take annual leave instead of being included within your pay rate. The value of any holiday payments made to you can be located under the “Employee Payments” section of your payslip and is listed as “Holiday Pay”.

Due to the nature of our business as an umbrella company, we cannot pay holiday pay at every employee’s actual assignment rate, given the modest margin that we retain each week.

As an example of this, an employee with an assignment rate of £600 per day could be entitled to £16,800 per year in holiday pay. Our margin of less than £30 per week would cover less than 10% of this. As a result, holiday pay is calculated on your basic rate (as given in your contract of employment) and taken as a deduction from your weekly or monthly assignment rate to be paid in advance each time we issue you with a Salary payment.

By basing holiday pay on your basic rate, we are ensuring that we are holding back as little as we possibly can, whilst still offering you a fully compliant service.

Example Calculations

Holiday pay will be calculated in the same way as per the example which follows (all examples provided are based on National Living wage as of April 1st 2020):

For each day taken as holiday you are paid at your basic rate based on your contract of employment:

1 day holiday = 7.5 hours @ £8.72 = £65.40

The value of your holiday pay held back each week/month will be calculated as follows:

Weekly invoices:

28 days per year x 7.5 hours per day @ £8.72 per hour / 46.4* weeks = £39.46 holiday pay

Monthly invoices:

28 days per year x 7.5 hours per day @ £8.72 per hour / 10.79* months = £169.71 holiday pay

*the number of weeks/months per year presented is the amount of time worked per year which does NOT include the 5.6 week leave entitlement.

The example above is for illustrative purposes only and the value **will** differ depending on the value of the basic rate within your contract.

Expenses Policy

Purpose

This policy sets a framework for claiming reimbursable expenses incurred while undertaking an assignment on behalf of the company. The policy ensures members of staff act reasonably when incurring expenses and achieve value for money.

Scope

This policy applies to all employees who work under a contract of employment or under a contract of service with the company.

Expenses

When incurring reimbursable business expenses, it is necessary to obtain approval in writing from a budget holder (Typically the client providing the assignment) in advance of incurring the expense.

Any expenditure incurred that does not fall within the scope of the written approval while on assignment or that is not submitted in line with the client's requirements will not be reimbursed.

All workers must seek value for money through obtaining best prices for accommodation and travel (e.g. by using advance booking and restricted travel times where appropriate for rail travel). Claims must be supported by detailed receipts unless specified.

Claims

Claims should be submitted as soon as possible after they are incurred by following the instructions provided by the budget holder and providing all required documentation for approval at the time of submission.

It is the responsibility of the budget holder to ensure that all items claimed are legitimate and supported by a receipt where required. In the event that a receipt cannot be provided for an otherwise legitimate expense, this should be highlighted in the method required in the submission instructions and it is then at the discretion of the budget holder whether or not that item is approved for payment.

Monitoring

The budget holder is responsible for monitoring the application of their own business expenses policy to ensure compliance when considering applications made.

Fraud is always a disciplinary offence, generally resulting in dismissal and possible prosecution.

Travel and Subsistence Tax Relief (T&S)

Following the introduction of the Finance Bill 2016 under S339A ITEOA 2003. Restrictions were placed against tax relief for home to work travel and subsistence expenses for workers engaged through an employment intermediary (often known as offsetting expenses against your tax liability).

Our default position is that all contractors fall under Supervision Direction and Control (SDC) therefore we do not allow tax relief for any Travel and Subsistence expenses to offset against the tax we deduct in-line with our PAYE obligations.

Further information relating to SDC can be provided upon request.

Queries

Any queries relating to this policy should be addressed to the Director of HR & Corporate Services.

Grievance Procedures

Raising a Grievance at your place of work

A grievance is a formal complaint that is raised by an employee towards an employer within the workplace. It can be dealt with informally or formally or in both ways in order to be resolved.

The grievance procedure is intended as the tool by which a member of staff may formally have a grievance, regarding any condition of their employment, heard by the management of the Company.

Please see the following sections entitled “Disciplinary Procedures” and “How do I leave feedback or make a complaint?” for further details on anything relating to your employment with our company.

In the event of an employee wishing to raise a grievance within their place of work, in line with clause 4 of our contract of employment with you, we would ask that you must:-

- help us ensure that you are provided with facilities to which you are entitled by the End User, you must inform us if you are not provided with access to suitable facilities and amenities on an End User site to which you feel you should have access or which are available to directly engaged staff undertaking similar roles
- Inform us immediately if
- You feel that you are being treated unfairly,

This will allow us to contact your Agency consultant to obtain the grievance procedure for your current place of work with an aim to obtain a resolution satisfactory to all parties and allow your assignment to continue.

Failure to agree a resolution

In an event where a resolution cannot be found and if you feel that you are unable to continue working in your current assignment, in Line with Clause 11 of our Contract of Employment with you, we ask that:-

4.0. You must

- (c) Notify us promptly if you wish to withdraw a Request or Offer (where you have asked us to enter into a Contract) or you no longer wish to provide services to a Client or End User and provide us with a suitable explanation where appropriate

In line with Clause 6 on our Contract of employment with you:-

15. We shall only terminate a Contract on terms set out in the Contract. An Assignment continues until the Contract is ended and/or we give you notice of termination under the provisions herein. However if you notify us in writing that you no longer wish to perform services under an Assignment we may give appropriate notice to the Client in accordance with any provision in the Contract for termination.

Disciplinary Procedures

Scope

The Company Disciplinary Procedure will be used only when necessary and as a last resort. Where possible/applicable, we would expect good management practice to be used to resolve matters prior to any disciplinary action being taken.

For clarity, section 11 of your contract of employment and or any relevant clauses within the contract for service with a client will take precedence over disciplinary procedures where applicable.

We would expect any disciplinary procedures undertaken by a client toward you to be positive rather than punitive, however you should be aware that sanctions may have to be applied in some circumstances.

An employee can discuss any part of this policy with the Operations Manager who can help clarify an employee's rights as well as give guidance and support where it may be needed.

Suspension

Our position is that suspension is not disciplinary action.

We believe the purpose of suspension is manifold and can be used when it is necessary to remove a member of staff from the workplace pending an investigation for example: to allow time for a 'cooling down period' for both parties; for their own or others protection; to prevent them influencing or being influenced by others or to prevent possible interference with evidence.

If suspension occurs it will follow the client's onsite procedure. Should this happen, it is your responsibility to notify us immediately by phone or email with as much information as possible so that we can investigate accordingly.

We will provide written confirmation as soon as we are in receipt of this, confirming:

- the reason for the suspension
- the date and time from which the suspension will operate
- the timescale of the ongoing investigation
- the right of appeal to the immediate manager of the suspending manager should the suspension last more than 7 days

Counselling

Where permitted within a client's processes and within your contract for service, counselling can be used in an attempt to correct a situation and prevent it from getting worse without having to use the disciplinary procedure.

Where improvement is required, it is your responsibility to notify us immediately by phone or email and ensure the client provides you with the following:

- what is expected in terms of improving shortcomings in conduct or performance
- the time scales for improvement
- when this will be reviewed
- the employee must also be told, where appropriate, that failure to improve may result in formal disciplinary action

Please also ensure that a record of the counselling is provided to you and a copy is passed to us so that this can be retained on your personnel file.

It is also your responsibility to make sure that any counselling is followed up by the client and improvements are recognised and recorded and copies provided to us and you. Once the counselling objectives have been met, any record of the counselling will be removed from your file.

Procedure for formal investigation

Where a Formal investigation takes place and is allowed by your contract for service, we would expect this should be carried out in line with the client's written procedures.

It is your responsibility to request a copy of the client's processes if you are not already in possession of these and notify us as immediately by phone or email if this occurs with as much information relating to the investigation as possible. We will then make further enquires as your employer and request that any reports are made available to us.

We will advise you of any updates our outcomes in writing as soon as we are in receipt of these.

How Do I Leave Feedback Or Make A Complaint?

You are Important

We are fully committed to our clients and that we deliver complete satisfaction at all levels of our operation.

We actively invite feedback from our clients and welcome any suggestions as to how our service can be improved even further.

If you feel there is an area where we can do better, or simply want to let us know about something we have got right, call, email or leave a message in the Secure Contractor Portal.

Customer Service

We are committed to providing an excellent and professional service but we recognize however that mistakes can be made. To deal with this we have a complaints procedure to ensure satisfactory resolution.

If we are at fault we will apologise and tell you what we will do to put matters right.

Most concerns or queries that you may have are dealt with in the normal course of business. We pride ourselves on our high standards of customer service and, wherever possible, give the benefit of doubt to you or your agency.

We Will Deal with Your Problem

We do not look on complaints as unwanted. In fact, they help us to see where our services or procedures can be improved.

So do let us know where you feel a mistake has been made, or our service has been unsatisfactory.

Even if you do not think your particular concern amounts to a 'complaint' we would still like to know about it.

What to do if you want to make a complaint

If you feel that your problem still hasn't been resolved properly, you can raise a complaint which will be handled independently.

Step 1: Contacting us for a Complaint form

The first step is to contact us and request a copy of the complaints form. This can be done quite informally, by telephone, or email, or a message via the Secure Contractor Portal.

Step 2: Dealing with your complaint.

On receipt of your complaint, a senior member of staff or Manager will be assigned to your complaint. They will contact you within 8 working hours that your complaint has been received.

They will try to resolve the problem as soon as they can. If there is going to be a delay, for example, they need to obtain further information, they will arrange the best way and time for getting back to you and keep you updated with their progress.

You will be informed of what action is being taken and when to expect a full response, and resolution.

Step 3: Taking your complaint further

If you are not satisfied with the Manager's investigation you can take your complaint to the Director of the company.

All materials relating to your complaint and to the Manager's investigation will be passed to the Director (contact details will be provided for you).

He/she will let you know within five working days that they have received your complaint and tell you when to expect a full response from them.

Complaint Form

It is the company policy to investigate all complaints and take appropriate action.

Customer Information

Name:	
Phone Number:	
Email Address:	

Complaint Information

Please answer the questions below as fully as possible. If necessary, attach additional pages.

Complaint Date:	
Who/What is the subject of your complaint?	
Summary of Complaint / Issue	
As a result of making this complaint, is there any outcome you would like?	Yes / No
If yes, what outcome are you seeking?	
Additional information (if applicable)	

By signing below, I acknowledge that this statement accurately represents the nature of my complaint, any previous resolution efforts which have been made and desired outcome.

Signed: _____ Date: _____

Please return the completed form to the customer service team by email FAO Management.

Page of Office Use Only (Please leave blank)

Complaint taken by	
Suspected cause of complaint	
Action/Resolution Proposed	
Resolution steps allocated to	
Resolution steps undertaken on	
What steps should be considered to avoid a repeat of this problem	
Date final resolution provided	
Resolution accepted?	Yes / No
Is further escalation required?	Yes / No
Escalated on (If applicable)	

If Required:

Director(s) Name	
Accepted on	
Directors Investigation	
Response	
Response provided	

Whistleblowing Policy

This policy is to encourage directors, management and other company employees to report suspected or actual incidents of illegal, unethical or inappropriate events, behaviours or practices without fear of retribution.

- The whistleblower should promptly report the suspected/actual event to a consultant or a member of the management or a company Director if the incident directly involves the consultant or manager.
- The whistleblower is entitled to report the incident anonymously.
- The whistleblower shall receive no retaliation or retribution for reporting an incident that was provided in good faith – ie, it was not done with malice or to damage another or the organisation.
- A whistleblower who makes a report that is not done in good faith is subject to the disciplinary procedure and its consequences.
- Anyone who retaliates against a legitimate whistleblower will also be subject to disciplinary action.
- Crimes against a person or property such as assault, rape, burglary etc should be immediately reported to the police.
- Directors/managers etc who receive a reported incident must act promptly to investigate and/or resolve the issue.
- The whistleblower should receive a written report within 5 working days of having reported it. This should outline the investigation along with the result or proposed plan of action.
- If an internal investigation was carried out and is not to the whistleblower's satisfaction then he/she has the right to report the event to an appropriate legal agent.
- The identity of the whistleblower, if known, shall remain confidential to those persons directly involved in applying this policy unless the incident requires investigation by law. If this is the case, members of the organisation are subject to subpoena.

Privacy Policy Notice

We want you to know that you are in control of any personal data that we may collect from you. Security and accuracy of the data you share with us is a priority, and we take the responsibility very seriously. We want to assure you that your data is safe and secure with us, and we'd like to illustrate exactly how and why we use it to better service your needs.

What data do we collect

To accurately serve your needs we'll need to collect various pieces of personal information from you. Due to the nature of our business these may include financial and vocational details at the time of application – here's what you can expect to be asked for:

- Your main contact details: name, address, phone numbers, email address.
- Should you wish to join the company as an employee we will also require documentation to prove your identity, right to work in the UK and address
- Further details necessary to arrange your employment with us: National Insurance Number, Date of birth, Next of Kin, Health Information,
- Details required to make payments to you: Your bank details and current tax code.

The above details could be collected in a variety of secure ways, but in the majority of cases will be via secure email or in person when you first attend the office at the start of your employment. If you contact us, we may keep a record of that correspondence along with details when operating our systems including, but not limited to, web server statistics, traffic data, location data and details of the web pages and resources that you access. Should we engage you in a marketing context we may also collect the data of the following context:

- Proficiency of emails that you may receive from us i.e. did you open the correspondence; did you click on any links within.
- Your feedback and contributions to voluntary customer surveys and questionnaires.

How and why we use personal data

We have a few reasons to use and store your personal data

- We require your personal details in order to legally verify your identity, meaning we're able to employ you.
- To accurately pay owed monies to you and to process deductions including tax and national insurance on your behalf.
- To let you know about offers and pertinent information that may apply to your role.
- To create and recommend future initiatives and products that may be of interest to you.
- To provide you with relevant and appropriate marketing communications.
- To invite you to partake in customer surveys and questionnaires.

We need to use your personal data in these ways to provide a thorough service to you, and to keep you up to speed with new initiatives and products that may be of benefit or affect your role with us. We also need to keep our business practices relevant and competitive, your feedback is a necessity in doing just that.

Under the General Data Protection Regulation (GDPR), the lawful bases we rely on for processing this information are:

- Your consent. You can do this by contacting the Contracts or Customer Services Team.
- We have a contractual obligation
- We have a legal obligation
- We have a legitimate interest

Sharing personal data with other service providers

In certain circumstances, the sharing of your personal data is necessary for us to competently provide our service to you. This type of arrangement may involve your recruitment agency, end client or similar. When we share personal data with these companies we do so in a secure manner, require them to keep it safe, and ask that they do not use your personal data for their own marketing purposes.

Along with your agency or end client, we also work with external companies that provide the following services: Contractor consultancy, advice and guidance, outsourced illustration and marketing services, limited company formation, self-assessment and accountancy provision.

Any of these companies will only receive personal data if there is justifiable reason for them to have the information, and only following acceptance of a conditional contract with us.

For example, should your employed situation require attention from an accountancy perspective we may share your details securely with an agreed limited company accountancy platform. You'll remain informed throughout. The only other reason we may share your information with an outside organization would be if the law or a public authority says we must share your personal data.

Sharing personal data with your agency or end client

In certain circumstances, the sharing of your personal data will be required due to contractual obligations with your agency or end client. This is necessary for us to continue providing our service to you. This type of arrangement may involve sharing a payslip with your recruitment agency, end client or their auditors when requested.

When we share personal data with these companies we do so in a secure manner, require them to keep it safe, and ask that they do not use your personal data for their own marketing purposes. We will also keep you informed of these requests.

Where your agency or end client engages with us through our pre-registration service, our contractual obligations require that your payslips are shared with your agency or end client on a weekly basis for auditing purposes. You will be notified at signup where this service is in effect. Payslips are shared in a secure manner through individual agency portals.

Marketing and market research

This section explains the choices you have when it comes to receiving marketing communications and taking part in market research.

You have the choice to opt-in to any marketing communication that may be relevant to your situation. When you register your interest in our services we'll ask if you would like to be a part of our future marketing, if you agree at the time you will be added to our regular distribution list – please note you can change your marketing preferences anytime by emailing us your request.

We're also constantly seeking refinement within our services and products; therefore, we may choose to contact you for market research purposes. Again, you can choose to withdraw your contact details from this aspect of our business development if you wish, by email.

How we protect personal data

We have computer safeguards such as firewalls and data encryption to protect your information. We also operate from a secure office building protected by alarms and covered by constant CCTV surveillance. The transmission of any personal data is done so in an encrypted manner using a Secure Sockets Layer (SSL). Though we adhere to as many technical and organisational measures possible to safeguard your personal data, we unfortunately cannot guarantee the security of any personal data that you transfer over the internet to us. The personal data that we collect from you may be transferred to, and stored at, a destination deemed 'adequate' for transference. At no point will it be shared or stored outside of those geographical limits. We will put in place appropriate protection to make sure your personal data remains adequately protected and is treated in line with this policy.

Your rights

Under the Data Protection Law, you have the following rights:

Right to be Informed – you have a right to be informed about the collection and use of your personal data. This policy provides you with the information you are entitled to under this right.

Right of Access – to see the personal data we hold about you. This is called a Subject Access Request. If you would like a copy of the personal data we hold about you, contact the Operations Director.

The law allows us to charge a 'reasonable fee' for the administrative costs of complying with a request if it is manifestly unfounded or excessive, or if an individual requests further copies of their data. Should this be the case, our policy is a fee of £10.

Right to Rectification - We want to make sure that the personal data we hold about you is accurate, complete and up to date. If any of the details are incorrect, please let us know and we will amend, update or complete them.

Right to Erasure – in certain circumstances, you are able to exercise your "Right to be forgotten". Requesting this service will result in the removal of all correspondence and data points that we hold on you as a company, including the request itself. To contact our data controller directly please make an enquiry to the Operations Director.

Right to Restriction of Processing – in certain circumstances, you have the right to ask us to restrict the processing of your information.

Right to Object to Processing – in certain circumstances, you have the right to object to the processing of your personal data

Right to Data Portability – in certain circumstances, you have the right to ask that we transfer the information you gave us to another organisation, or to you.

Rights to Automated Decision Making and Profiling – We do not conduct decision making and profiling which relies solely on automation. All decision making processes involve human involvement.

You are not required to pay any charge for exercising your rights. (Except for a 'reasonable' administrative fee where an access request is found to be manifestly unfounded or excessive, or if an individual requests further copies of their data). If you make a request, we have one month to respond to you.

You can also complain to the ICO if you are unhappy with how we have used your data.

The ICO's address: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

Helpline number: 0303 123 1113

GDPR Statement

The new EU General Data Protection Regulation (GDPR) came into force on 25th May 2018 (including in the UK regardless of its decision to leave the EU) and this impacts every organisation which holds or processes personal data. It introduced new responsibilities, including the need to demonstrate compliance, more stringent enforcement and substantially increased penalties than the current 1998 Data Protection Act (DPA) which it supersedes.

As a Data Controller we are committed to high standards of information security, privacy and transparency.

In anticipation of the new regulations, revisions were made to multiple policies and standard operating procedures to ensure our data collection and handling protocols meet and exceed expected standards.

Data Collection:

Any data collected by us will be done so under full justification and in a legal manner. The vast majority of personal data will be collected through our secure online portals, this data may include main contact details: name, address, phone numbers and email address.

In case of agreed employment, we will also collect more sensitive data including: National Insurance Number, job title, rate of pay, tax code and bank details. We may also require submission of identification such as passport, driver's license and utility bill in order to verify your identity legally.

Data Security:

Due to the nature of our business, we have always retained sensitive personal data on our employees.

Because of this, our data storage and network security systems have always been at a pinnacle level, one that greatly surpasses GDPR recommendations. This includes back up storage. All systems are protected by a comprehensive firewall provision also. Any physical records in existence are stored in a locked facility with CCTV coverage at all times.

Assessment and Compliance:

All existing company policies, including but not limited to, data privacy, data retention, data collection, data disposal and data sharing have been scrutinized, amended and tested under GDPR specification. All revised procedures have been documented in full and have been agreed upon by an internal team overseeing GDPR readiness.

With regard to contractual duties, we have revised supplier and partner contracts to ensure all parties meet GDPR standard. Internal audits of all new procedures take place with regularity, and we maintain regular communication with the ICO.

Third Party Transference:

We do not transfer any personal data outside of the EEA.

Any data transferred between parties will be done only with expressed consent from the individual and with justifiable reason. Transference method will be fully secure, and sensitive email content will be encrypted as necessary.

We require that all relevant third parties prove their compliance with GDPR's security standards prior to any data transference taking place.

Employee Training:

All internal employees have successfully completed thorough GDPR training, including examination.

In addition, our managerial body provide support, documentation and additional training covering instances of complaint, request to be forgotten and identification of a data breach.

All staff are made aware of the hierarchical chain of command and necessary reporting procedures.

For additional information pertaining to an individual's rights and other aspects of data handling by our company, please refer to the updated privacy policy on our website.

GDPR – Protecting Our Employees’ Data

The protection and security of our people is paramount. As you’re well aware, the nature of our business means we have no choice but to collect, store and manage highly sensitive information on almost every person affiliated with us. We’re under no illusion that diligence and care with this responsibility is of the utmost importance. Which is why we have a specific set of rules when communicating and operating with our business partners.

When working with us you will need to consider (please review our Privacy Policy Notice for more information.)

1. We will require your organisation to contractually assure us of the security measures by which you collect, store and manage personal data. This may include (but is not limited to):
 - i) Detailing Security standards of your network and correspondence methods
 - ii) Assurance that your organisation has a data breach protocol in place that meets minimum standard published within the GDPR.
 - iii) Written notification of the intent to store or share information outside the UK or with any third party.
 - iv) Assurance that any of your staff working with personal information are bound by a non-disclosure agreement.
2. Any request for personal information must be made in writing – verbal requests will not be considered
3. Any request for personal data on any of our employees or customers will be carefully considered and will need to be deemed justifiable by our Data Protection Officer prior to release.
4. We may ask for your retention policy for any shared data which will include justification for the suggested period.
5. We will not share any personal information until we’re satisfied that the above conditions are adequately addressed.

We understand that these conditions may seem rigid in their nature, but as a professional organisation we also know that you will appreciate the necessity for them.

Should you have any questions or concerns please do not hesitate to contact us – all of our staff have undergone comprehensive GDPR regulation training and embrace our position on the subject.

With your cooperation we’ll ensure that any individual using our shared services are safe, secure and protected.

Modern Slavery Statement

Introduction

Modern slavery is a crime and a violation of fundamental human rights which is constituted in the Modern Slavery Act 2015. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which are abuses of a person's freedoms and rights.

We as a company are committed to tackling modern slavery in all operations. We are dedicated to improving our practices to combat modern slavery to ensure it does not take place in any of our business. We strive to ensure all operations are conducted in an ethical manner and with integrity.

Our Supply Chains

Our supply chains include the sourcing of candidates for placement to clients. In addition to direct recruitment, our supply chains also include other limited companies that supply us with contractors. We have direct control over the sourcing of all candidates and have implemented a system of checks to be carried out by our staff when engaging candidates.

Our Policies

We have a Modern Slavery Act Policy which is visible to the business and shows our commitment to ensuring there is no modern slavery or human trafficking in our supply chains and that we are enforcing effective systems and controls to guarantee this. Our Policy includes real examples of where we could be caught out by modern slavery to help our employees understand and combat these situations if they arise. In addition to this policy, the following policies also assist with the prevention of modern slavery:

- Whistleblowing Policy
- Anti-Bribery and Corruption Policy
- Complaints Handling Policy

Due Diligence

We have a zero-tolerance approach to modern slavery and expect all those in our supply chain and contractors to comply with our values. We have a stringent vetting procedure and undertake due diligence when considering taking on new suppliers. To ensure all those in our supply chain comply with our values, when entering new contracts, where possible, we include contractual provisions for ensuring compliance with all relevant Acts combating modern slavery.

Monitoring & Compliance

To ensure the risks of modern slavery and human trafficking in our supply chains and our business are understood, we include a training session on modern slavery in our induction for all new staff. Our Modern Slavery Act Policy has been sent around to all the business offices to ensure awareness and is also available on our internal database to access at any time.

This statement is made pursuant to section 54(1) of the Modern Slavery Act 2015 and constitutes our slavery and trafficking statement.

Anti-Bribery Policy

Introduction

One of the Company's core values is to uphold responsible and fair business practices. It is committed to promoting and maintaining the highest level of ethical standards in relation to all of its business activities. Its reputation for maintaining lawful business practices is of paramount importance and this Policy is designed to preserve these values. The Company therefore has a zero tolerance policy towards bribery and corruption and is committed to acting fairly and with integrity in all of its business dealings and relationships and implementing and enforcing effective systems to counter bribery.

Purpose and scope of Policy

This Policy sets out the Company's position on any form of bribery and corruption and provides guidelines aimed at:

- Ensuring compliance with anti-bribery laws, rules and regulations, not just within the UK but in any other country within which the Company may carry out its business or in relation to which its business may be connected
- Enabling employees and persons associated with the Company to understand the risks associated with bribery and to encourage them to be vigilant and effectively recognise, prevent and report any wrongdoing, whether by themselves or others
- Providing suitable and secure reporting and communication channels and ensuring that any information that is reported is properly and effectively dealt with
- Creating and maintaining a rigorous and effective framework for dealing with any suspected instances of bribery or corruption.

This Policy applies to all permanent and temporary employees of the Company (including any of its intermediaries, subsidiaries or associated companies). It also applies to any individual or corporate entity associated with the Company or who performs functions in relation to, or for and on behalf of, the Company, including, but not limited to, directors, agency workers, casual workers, contractors, consultants, seconded staff, agents, suppliers and sponsors ("associated persons"). All employees and associated persons are expected to adhere to the principles set out in this Policy.

Legal obligations

The UK legislation on which this Policy is based is the Bribery Act 2010 and it applies to the Company's conduct both in the UK and abroad. A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

It is an offence in the UK to:

- Offer, promise or give a financial or other advantage to another person (i.e. bribe a person), whether within the UK or abroad, with the intention of inducing or rewarding improper conduct
- Request, agree to receive or accept a financial or other advantage (i.e. receive a bribe) for or in relation to improper conduct

- Bribe a foreign public official.

You can be held personally liable for any such offence.

It is also an offence in the UK for an employee or an associated person to bribe another person in the course of doing business intending either to obtain or retain business, or to obtain or retain an advantage in the conduct of business, for the Company. The Company can be liable for this offence where it has failed to prevent such bribery by associated persons. As well as an unlimited fine, it could suffer substantial reputational damage.

Policy statement

All employees and associated persons are required to:

- Comply with any anti-bribery and anti-corruption legislation that applies in any jurisdiction in any part of the world in which they might be expected to conduct business
- Act honestly, responsibly and with integrity
- Safeguard and uphold the Company's core values by operating in an ethical, professional and lawful manner at all times.

Bribery of any kind is strictly prohibited. Under no circumstances should any provision be made, money set aside or accounts created for the purposes of facilitating the payment or receipt of a bribe.

The Company recognises that industry practices may vary from country to country or from culture to culture. What is considered unacceptable in one place may be normal or usual practice in another. Nevertheless, a strict adherence to the guidelines set out in this Policy is expected of all employees and associated persons at all times.

The giving of business gifts to clients, customers, contractors and suppliers is not prohibited provided the following requirements are met:

- The gift is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage
- It complies with local laws
- It is given in the Company's name, not in the giver's personal name
- It does not include cash or a cash equivalent (such as gift vouchers)
- It is of an appropriate and reasonable type and value and given at an appropriate time
- It is given openly, not secretly
- It is approved in advance by a director of the Company.

In summary, it is not acceptable to give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given, or to accept a payment, gift or hospitality from a third party that you know or suspect is offered or provided with the expectation that it will obtain a business advantage for them.

Any payment or gift to a public official or other person to secure or accelerate the prompt or proper performance of a routine government procedure or process, otherwise known as a "facilitation

payment”, is also strictly prohibited. Facilitation payments are not commonly paid in the UK but they are common in some other jurisdictions.

Responsibilities and reporting procedure

It is the contractual duty and responsibility of all employees and associated persons to take whatever reasonable steps are necessary to ensure compliance with this Policy and to prevent, detect and report any suspected bribery or corruption. You must immediately disclose to the Company any knowledge or suspicion you may have that you, or any other employee or associated person, has plans to offer, promise or give a bribe or to request, agree to receive or accept a bribe in connection with the business of the Company. For the avoidance of doubt, this includes reporting your own wrongdoing. The duty to prevent, detect and report any incident of bribery and any potential risks rests not only with the directors of the Company but equally to all employees and associated persons.

The Company encourages all employees and associated persons to be vigilant and to report any unlawful conduct, suspicions or concerns promptly and without undue delay so that investigation may proceed and any action can be taken expeditiously. Confidentiality will be maintained during the investigation to the extent that this is practical and appropriate in the circumstances. The Company is committed to taking appropriate action against bribery and corruption. This could include either reporting the matter to an appropriate external government department, regulatory agency or the police and/or taking internal disciplinary action against relevant employees and/or terminating contracts with associated persons.

The Company will support anyone who raises genuine concerns in good faith under this Policy, even if they turn out to be mistaken. It is also committed to ensuring nobody suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or corruption offence has taken place or may take place in the future.

Record keeping

All accounts, receipts, invoices and other documents and records relating to dealings with third parties must be prepared and maintained with strict accuracy and completeness. No accounts must be kept “off the record” to facilitate or conceal improper payments.

Sanctions for breach

A breach of any of the provisions of this Policy will constitute a disciplinary offence and will be dealt with in accordance with the Company’s disciplinary procedure. Depending on the gravity of the offence, it may be treated as gross misconduct and could render the employee liable to summary dismissal.

As far as associated persons are concerned, a breach of this Policy could lead to the suspension or termination of any relevant contract, sub-contract or other agreement.

Monitoring compliance

The Company's Director has lead responsibility for ensuring compliance with this Policy and will review its contents on a regular basis. They will be responsible for monitoring its effectiveness and will provide regular reports in this regard to the directors of the Company who have overall responsibility for ensuring this Policy complies with the Company's legal and ethical obligations.

Training

The Company will provide training to all employees to help them understand their duties and responsibilities under this Policy. The Company's zero tolerance approach to bribery will also be communicated to all business partners at the outset of the business relationship with them and as appropriate thereafter.

Equal Opportunities and Diversity Policy

As a company we are committed to supporting employees in a workplace that promotes equality, diversity & inclusivity

Aims

- We aim to build an inclusive culture in which everyone can thrive and where all our staff are able to be themselves and are fairly treated.
- We aim to remove any unfair and discriminatory practices we find within our businesses.
- We listen and encourage input from our diverse community of employees.
- We strive to have a balanced representation of men/women, ethnic minorities, disabled, and people of various ages with numerous different religious beliefs and sexual orientations working within our team.
- The company also aims to provide a service that does not discriminate against its external clients and customers in the means by which they access the services provided by us.

Objectives

- To prevent, reduce and stop all forms of unlawful discrimination in line with the Equality Act 2010
- To ensure that all recruitment, promotion, training, development, assessment, benefits, pay, terms and conditions of employment, redundancy and dismissals are determined on the basis of capability, qualifications, experience, skills and productivity.
- The company seeks to apply its policy in the recruitment, selection, training, appraisal, development and promotion of all employees. The cooperation from all employees is required to comply with our policy and treat other employees, clients and customers with equal respect and dignity.
- The company will endeavour to ensure compliance with relevant legislation and codes of practice.

Dignity and Harassment Policy

There is no place for any form of discrimination, harassment, victimisation or sexual misconduct in the company. Such behaviour is contrary to the values and ideals of our shared community, subverts our core values and diminishes the dignity and integrity of all parties.

As an employee of the company we ask that you conduct yourself in line with our policy when representing us at client sites.

The aims of the Dignity at Work Policy are to:

- Support and sustain a positive (thriving) working environment for all staff, free from any form of inappropriate or unacceptable behaviour;
- Make it clear that discrimination and harassment are unacceptable and that all members of the company's community have a role to play in creating a thriving environment for everyone, free from discrimination and harassment;
- Provide a framework for respect and good conduct to prevent and eliminate all forms of bullying and harassment, including racial and sexual harassment and sexual misconduct;
- To highlight the options available to staff (and contractors) who feel they are or have been subject to bullying, harassment, racial discrimination, sexual misconduct, or any other inappropriate or unacceptable behaviour;
- Provide a mechanism by which complaints can, wherever possible, be addressed in a timely way;
- Set out the responsibilities for managing and supporting staff when concerns are raised under the Dignity at Work Policy.

The company expects all members of our community to treat each other with respect, courtesy and consideration at all times. All employees are expected to behave professionally and have the right to expect professional behaviour from others. All employees have a personal responsibility for complying with this Policy and Procedure and demonstrate active commitment to it by:

- Treating others with dignity and respect.
- Discouraging any form of discrimination and harassment* by suitably challenging inappropriate behaviour, making it clear that such behaviour is unacceptable (and when at a client site raising concerns with onsite managers in line with the client's own Dignity and Harassment Policy where appropriate so these can be dealt with).
- Supporting any employee who feels they have been subject to discrimination and/or harassment, including supporting them to make a formal complaint if appropriate.
- Managers have particular responsibility for setting standards and ensuring appropriate workplace behaviours are maintained. They should set a good example and ensure concerns raised are acted upon (and when at a client site these are undertaken in line with the client's policy.)

*please see our examples of harassment, bullying and victimisation for reference

Any concerns should be reported to us and to the relevant client line manager. When onsite we would expect this will be dealt with promptly with the utmost confidence in line with the client's

policy. Where an issue lies with your current placement, we will liaise with the appropriate department at your agency.

Examples of Bullying, Harassment, Discrimination and Victimization

Below is a list of examples of behaviour that may constitute bullying, harassment, discrimination and victimisation. The list is not exhaustive, however, they are indicative of behaviour that would be considered unacceptable conduct by the University.

Harassment can take many forms and may, for example, occur in a face-to-face setting, by telephone, or in written or electronic communications.

- Insults, name-calling and offensive language and gestures
- Inappropriate jokes
- Ridiculing and undermining behaviour
- Inappropriate or unnecessary physical contact
- Physical assault or threats of physical assault
- Intimidating, coercive or threatening actions and behaviour
- Unwelcome sexual advances
- Isolation, non-cooperation or deliberate exclusion
- Inappropriate comments about a person's appearance, intrusive questions or comments about a person's private life and malicious gossip
- Offensive images and literature
- Sexually suggestive behaviour, or compromising sexual invitations or demands
- Racial harassment – including racist jokes
- Verbal or written abuse including non-communication and deliberate and/or inappropriate exclusion from social events or day to day activities
- Victimization because of someone's gender or gender identity, race, disability, sexual orientation, age, religion or other beliefs
- Abuse of power by someone in authority
- Incitement of others to commit harassment
- Electronic bullying
- Use of social networking sites to post derogatory messages about someone
- inappropriate and derogatory remarks in connection with performance
- The use of inappropriate literature, pictures, books or tapes to bully or harass others
- Unnecessary and degrading references to someone's sexual orientation, gender identity or their perceived sexual orientation or gender identity
- Systematic ostracism or exclusion from normal conversation in the work environment, or work related social events
- Spreading rumours or gossip including speculating about someone's sexual orientation or gender identity, or outing them

Bullying can take the form of physical, verbal and non-verbal conduct. The following list provides examples of the type of behaviours that could amount to bullying:

- Verbal or practical jokes
- Shouting at, being sarcastic towards, ridiculing or demeaning others
- Making homophobic insults and threats

- Physical or psychological threats
- Outing an individual as LGBT without their permission
- Overbearing and intimidating levels of supervision
- Inappropriate and/or derogatory remarks about someone's performance
- Abuse of authority or power by those in positions of seniority, or
- Deliberately excluding someone from meetings or communications without good reason
- Making someone's working life unreasonably difficult, for example, setting of impossible deadlines, objectives and deliberately imposing an intolerable workload
- Incitement of others to do any of the above

Discrimination happens when one person is treated less favourably than others because of a protected characteristic:

- age
- disability
- gender reassignment
- race
- religion or belief
- sex
- sexual orientation
- marriage and civil partnership
- pregnancy and maternity.

Victimisation can take many forms. The following list provides just a few indicative examples of the type of behaviour which could amount to victimisation:

- Penalizing someone for making a complaint of discrimination, harassment or bullying. For example, this might involve giving the person unrealistic or impossible deadlines or deciding not to nominate someone for contribution pay even though they deserve such a nomination.
- Excluding a person from work-related activities or conversations in which they have a right or legitimate expectation to participate because they have made a complaint of discrimination, harassment or bullying.
- Creating a difficult or oppressive environment for an individual because they have made a complaint – whether informal or formal – of discrimination, harassment or bullying. This might involve, for example, talking negatively about the person behind their back or making disparaging, ridiculing or mocking comments or remarks.

An example of victimisation

When Peter raised a grievance about homophobic comments being made in his office his manager took action. He informed all employees that these comments would not be tolerated and as a result they stopped. However, Peter has noticed that his team are now treating him differently than they were before, and they no longer invite him to any work socials, which were a regular weekly event. They have also stopped talking when he enters the staff room or started speaking in hushed voices when he's around them.

Environmental Policy

The company recognises the importance of environmental protection and will comply with all environmental legislation, regulations and appropriate codes of practice relating to the processes and activities of the company's objective to co-operate and maintain good relations with all regulatory authorities.

It is the declared policy of the company to carry out all practicable measures to continually improve its environmental performance. All employees have a responsibility in their area to ensure that the aims and objectives of the policy are met.

Wherever possible, the company aims to:

- Comply with all relevant legislation and regulations
- Sustain a programme of continual improvement in environmental performance; monitoring overall environmental impact and using best practice techniques.
- Incorporate environmental factors into business decisions
- Increase employee awareness

Paper:

- Seek to buy recycled and recyclable paper products
- Limit the amount of printed materials; only printing where necessary
- Reuse and Recycle wherever possible; paper is shredded and recycled
- Reduce the amount of waste produced

Energy and Water:

- We will seek to reduce the amount of energy used as much as possible
- Energy saving lights and equipment used where available
- Lights and electrical equipment switched off when not in use
- Energy efficiency of new products will be considered when purchasing

Maintenance and cleaning:

- Cleaning materials used will be environmentally friendly
- We will only use appropriate organisations for waste disposal
- We will use local labour and materials where possible to reduce CO2 and help the community.

We will involve staff in the implementation of this policy which will be reviewed at least once annually.

Health & Safety Policy

Policy Statement

The health and safety of contractors supplied under contracts for services is of the utmost importance. We are committed to ensuring the highest standards of health and safety in so far as is reasonably practicable, for all contractors supplied under contracts for services.

Appropriate preventative and protective measures are carried out following consultation with our clients and health & safety checks. This objective can only be achieved with the co-operation of all contractors supplied under contracts for services and also our clients with regard to health and safety issues.

For any further information feel free to contact us, or for up-to-date information on Health and Safety requirements, please refer to www.hse.gov.uk

Introduction and summary of contents

The following manual is designed as a guide to provide generic health, safety and welfare information for all contracted workers supplied to clients by the company regardless of industry sector; this includes associated problem areas and best practice approaches/principles in dealing with issues. It is designed to help raise your awareness of potential hazards that could lead to an accident or ill health in the workplace and provide you with general best practice principles on safe systems of work.

Some guidance will only be relevant to specific industries and the booklet has been structured accordingly so you can select the areas relevant to you. In practice, the day-to-day responsibility for health and safety during temporary assignments will lie with the end user. It will be in the best position to manage the health and safety of the temporary worker as it will direct the worker's activities and control the premises where that work takes place. The end user must ensure the safety of its temporary workers, as it does that of its own employees.

If you are an agency or temporary worker, your health and safety is protected by law and employment businesses have a duty to make sure that they follow it.

- You have a duty to take reasonable care for your own health and safety and that of other people who may be affected by your actions at work.
- You must co-operate with your employment business and the end user where you are working, including participating in any necessary health and safety training and instruction, which must be provided free of charge
- You must be told about any risks connected to the work, the control measures and the qualifications and skills needed to carry out the work safely
- You must be provided with personal protective equipment if it is necessary for protecting your health and safety. This should be made available to you free of charge, it must fit you properly and you must be trained to use it. It is your responsibility to use it in line with the training you receive, and to inform the person that provided the equipment if it is lost or damaged
- You are entitled to a Display Screen Equipment (DSE) assessment if using a computer screen is a significant part of your job
- You should be told how to raise any concerns you have about your health and safety

As well as reading this booklet carefully it is imperative for your own health and safety in the workplace **that you always identify and adhere to your host client's site rules on health and safety, and their policies and procedures on safe systems of work, to ensure you are not putting yourself or others at unnecessary risk.** You must never be afraid to ask questions of your host if you are unsure about any substances, equipment or systems of work that affect you.

Your work allocation, supervision and environment will be controlled, directed and monitored at all times by the host client or their nominated site representatives.

Should you be involved in an incident:

- Please report this immediately to the client using their reporting procedure.
- All incidents must be reported to us as your employer by email within 48 hours using the form provided on the next page.
- The company may also ask for further information or documentation relating to the incident to assist with the businesses' reporting requirements. (Should the company be required to make a report to the HSE in line with legislative requirements we will notify you of the steps we have taken and the information which has been shared in line with our privacy policy.)
- You must also inform the agency as soon as possible about any accidents or near misses involving you, when working on a client's site.

Should you fail to report the incident to us within the timeframe specified above:

- The company may be unable to assist you with any claims relating to Health and Safety.
- You may become liable for any penalties the business sustains for failed reporting requirements.

Incident/Accident Report Form

To be completed and returned within 48 hours of the incident/accident

This form is to provide an initial report of the incident. Please complete all sections which are relevant to the incident. (If the Incident involves more than one person, please duplicate parts 2 and 3 for each person affected and include these with your submission.)

Part 1 – Incident Details

Incident Date: _____ **Incident Time:** _____

Person Involved Name(s): _____

Address: _____

Phone Numbers: _____

Male/Female: _____ **Date of Birth:** _____

Location of incident: _____

Type of incident (Please circle all that apply):

Environmental	Fire	Property/Equipment Damage	Sabotage	Theft
Explosives Involved?	Illness	Radiation Involved?	Security	Vehicle
External Assessment	Injury	Other (describe): _____		

Details of Incident:

Part 2 – Injury Report (If applicable)

Was anyone injured? (Please delete as appropriate): Yes / No

Who was the injured person?: _____

Injured person's position (Please circle the applicable option):

Company Employee	Casual / Temp / Contract Employee	Client Employee
Subcontractor Employee	Public	JV Employee

Injury Classification (please circle all that apply):

Fatality	Lost Time	Non Occupational Fatality	Non Occupational Lost time
First Aid	Medical Case	Non Occupational First Aid	Non Occupational Lost time

If First Aid, was treatment administered by a Doctor? (Please delete as appropriate): Yes / No

Details of injury: _____

Does the injury require Hospital/Physician? (Please delete as appropriate): Yes / No

Hospital Name: _____

Address: _____

Hospital Phone Numbers: _____

Has the injured person had to take time off work? (Please delete as appropriate): Yes / No

If yes, how much time off has been taken/has been medically advised?: _____

Part 3 – Witnesses

Name of Witness: _____

Address: _____

Phone Number(s): _____

Comments: _____

Name of Witness: _____

Address: _____

Phone Number(s): _____

Comments: _____

Part 4 – Final Comments

Any further Comments / Notes / Instructions:

Prepared By: _____ **Date:** _____

Injured person/Party signature: _____ **Date:** _____

Health & Safety Manual

Section 1 - Health & Safety Information Common to all Industrial, Commercial or Construction Contractors

1. Your Legal Health and Safety Responsibilities

You have a legal obligation with regard to your own health and safety and that of others. It is important that you know exactly where your personal responsibilities lie.

Under the Health and Safety at Work Act 1974 personal responsibility is set out as follows:

1. You have a duty to take reasonable care of your own Health and Safety and that of others who may be affected by what you do or not do.
2. You have a duty to co-operate with your employer on health and safety matters.
3. You have a duty not to interfere with or misuse anything provided for your health, safety or welfare.

Every person regardless of his or her job may be prosecuted or even imprisoned for failing to carry out these duties. Penalties may include an unlimited fine and up to two years imprisonment.

2. Young Workers

This applies to any worker under 18-years old. Please observe that there are special regulations in place for young workers in relation to training, supervision, rest periods and working hours.

If you are a young worker please ensure you seek further advice and notify your allocated supervisor/line manager.

3. Health & Safety Checklist

For your own health and safety in the workplace it is imperative that you familiarise yourself with following when entering a client's premises:

- Identify and adhere to the client's rules on health and safety and their policies and procedures on safe systems of work.
- The signing in/attendance procedures in operation and the whereabouts of all emergency exits and routes.
- The whereabouts of all fire extinguishers/fire blankets/sprinkler system and alarm activation points.
- Identify the appointed fire marshal(s) and the designated assembly point in the event of a fire/emergency.
- The designated day, time and frequency (i.e. weekly, monthly) for the testing of the fire alarm.
- The whereabouts of the Health and Safety Law poster, which contains contact details for the Health and Safety Executive or the local Employment Medical Advisory Service.
- The whereabouts of the First Aid attendant(s) and or the qualified First Aider(s).
- The whereabouts of the First Aid Kit and Accident Book.
- The whereabouts of washroom and water facilities.
- The whereabouts and rules surrounding the use of the kitchen and smoking facilities.
- Make sure you have the right tools and equipment for the job.

- Obey all warnings and hazard notices.
- Resist the temptation to play practical jokes and do not indulge in horseplay. Such behaviour often leads to serious injuries.
- Obey speed limits and traffic controls on site.
- Mobile phones must not be used when undertaking any operation where safety is important. If you are allocated a mobile by your host client, make sure that you familiarise yourself with their policy surrounding the use of mobile phones - see section 14 of this handbook.

4. Welfare

Consumption of alcohol or illegal drugs is not permitted nor must workers be under the influence whilst at a client's premises.

If you are taking prescription drugs or have any health issues that may affect your work, please notify us and the agency/end client and your line manager/supervisor immediately. If the prescription guidance notes advise that you should refrain from operating machinery, or from driving you must adhere to this and refrain from any activity that could put yourself or others at risk.

Adequate canteen, toilet and washing facilities are provided and should be used - do not use any other area. These facilities should be kept clean and tidy and not used for storage of plant and materials

5. First Aid – Accidents/Near Misses

If you are injured whilst at work, obtain first aid treatment from the qualified First Aider or the appointed First Aid attendant. It is your responsibility to report accidents or injury to your host line manager/supervisor and to ensure that the incident is recorded in the accident book on site, either personally or by someone on your behalf.

Please ensure you follow the client's procedures for reporting, recording and investigating accidents or near misses.

All incidents must be reported to us as your employer by email within 48 hours using the form provided above. You must inform the agency as soon as possible about any accidents or near misses involving you, when working on a client's site.

6. RIDDOR

RIDDOR stands for the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.

Major injuries, fatalities and dangerous occurrences must be reported immediately and followed up in writing within 10 days. Work related diseases and over-seven-day injuries must be reported within 10 days. Work-related accidents involving members of the public or people who are not at work must be reported if a person is injured and taken to the hospital for treatment. Reports must be made to the relevant enforcing authority by the responsible person. Employers must also report diagnoses of certain occupational diseases, where these are likely to have been caused or made worse by their work.

This can be done by completing the appropriate online report form www.hse.gov.uk/riddor

A telephone service remains for reporting fatal and specified injuries only. Call the Incident Contact Centre on 0845 300 9923 (Mon-Fri 8:30 to 5:00pm)

Further guidance and updates can be obtained from the Health & Safety Executive website (HSE). In the event of an accident, please refer to section 5 of this handbook.

7. COSHH

COSHH is the law that requires employers to prevent or reduce workers; exposure to hazardous substances. COSHH stands for the Control of Substances Hazardous to Health Regulations 2002 (amended 2012).

Hazardous substances can be anything that could potentially cause harm to your health when you work with them/use them. Some substances that may appear harmless that are in regular use should still have COSHH guidance available, i.e. furniture polish and bleach. For the more hazardous commercial chemicals a warning label will be present on the container itself. If you are in doubt, please refer to your line manager or supervisor.

Prior to using any chemicals ensure you have been provided with information regarding their handling and use and relevant PPE.

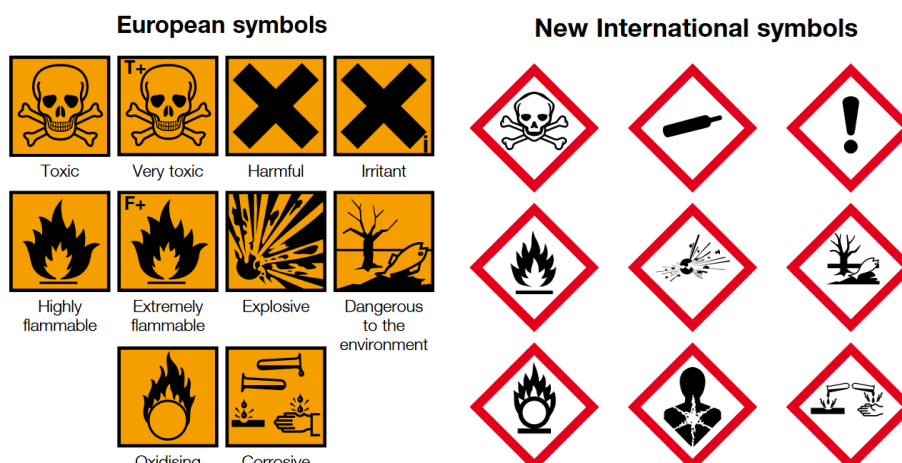
COSHH essentials is a web tool that advises employers on good control practice. Please check the direct advice sheets for tasks or processes in your industry (<https://www.hse.gov.uk/coshh/essentials>).

The following is generic advice only.

COSHH data sheets contain the following types of information:

- Product appearance, composition, handling, spillage, waste disposal guidelines, relevant hazard warnings and first aid information.
- In the event of a spillage please refer to the client's policy and procedure for spillage handling. If you are in doubt please refer to the site safety advisor or your supervisor.
- Always follow the instructions on a COSHH assessment, and ensure you have received appropriate training prior to use.
- Always wear the necessary protective clothing specified on the COSHH assessment.
- Never put substances into unmarked or unsuitable containers

Hazard Symbols



NB: From 2009, new international symbols have been gradually replacing the standardised European ones. While some are similar there is no single word describing the hazard. It is important to read the hazard statement on the packaging and the safety data sheet from the supplier.

Routes of Entry for Hazardous Substances

Hazardous substances can enter your body through four main routes:

Absorption – For example through the skin.

Injection – For example through cut(s) from sharp tools/objects.

Ingestion – For example accidentally eating or drinking a dangerous substance.

Inhalation – For example breathing in the gas released from a dangerous substance.

8. Fire Instructions

Please comply with your host's fire arrangements in relation to drills, evacuation, the use of extinguishers etc. The following is generic advice only.

1. If you discover a fire, raise the alarm by operating the nearest fire alarm.
2. Leave the building by the nearest exit route and report to the designated assembly point for a roll call.
3. Do not re-enter the building until instructed by the appointed fire marshal or do not re-enter the building until instructed by the appointed fire marshal or alternative authorised person i.e. Fire Brigade.

You must REMEMBER:

- Only endeavour to tackle a fire with appliances provided, if you are certain there is no risk of danger to yourself or others and you have been trained in the use of the appliances.
- Do not use lifts.
- Do not stop to collect personal belongings.
- At all times act quickly, quietly and keep calm.

How to Use a Fire Extinguisher

1. Remove the fire extinguisher from the hanging bracket.
2. Direct the hose of the extinguisher at the base of the fire.
1. Remove the pin and squeeze down on the handle. Only hold the extinguisher by the handle: Do not touch the hose, neck of the bottle or the base. CO2 extinguishers freeze when activated and can cause serious frostbite burns

N.B: The gases released from a CO2 fire extinguisher can be fatal if released in a confined area.

Types of Fire Extinguisher – Colour Coding:

The below are the main types of portable fire extinguisher, their uses and colour coding.

Water For paper, textile, wood and solid material fires	Carbon Dioxide (Co2) For electrical and liquid fires	Dry Powder For liquid fires only	Foam For electrical and liquid fires
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All new extinguishers will comply with European Standards and will be **Red** bottles with a color-coded panel on them.

Fire Prevention

- The main contributory factor for fires is poor housekeeping. Make sure you are tidy in your work, do not allow rubbish to build up and always dispose of it in the correct manner.
- Do not overload or use damaged electrical equipment.
- Report hot smelling, sparking or damaged electrical equipment. Avoid sparks and hot slag from welding, cutting or other hot equipment.
- Do not block vents on equipment.
- Keep the use of flammable liquids to a minimum and always store away from any heat source and in a secure area.
- Only smoke in designated areas.
- Don't leave combustible rubbish where an arsonist could have access.
- Don't leave cooking unattended.
- Do not conduct any hot work i.e. welding, without permission, and appropriate training.
- Do not leave engines running during re-fuelling operations.
- Dispose of oily rags in metal containers.

9. Hazard Spotting - Slip, Trips and Falls

The single most common cause of injuries at work are slips, trips or falls; the majority of these occur when people are moving or carrying loads. It is important you are aware of any potential hazards that could cause an accident. For example:





- The places where you work and the access to these places i.e. corridors passageways, should always be free from unnecessary equipment, material and substances, which are liable to cause people to trip or slip. Waste materials and substances should be cleared away regularly.
- Secure or move trailing leads.
- Do not leave desk or filing cabinet draws open.
- Clear up spillages quickly.
- Display relevant signage for wet floors.
- Do not climb or stand on unstable material.
- Do not run or rush about.
- Keep tools together in a box or bag when not in use.

- Holes or openings in floors must be filled, or fitted with protective covers securely fixed in place.
- Edges of floors, roofs and other working places from which people can fall more than two meters, or from which people can fall into a hazardous area, i.e. water, must be protected by suitable guardrails and toe-boards. If work is to be undertaken adjacent to water, suitable rescue equipment must be available. Ladders must be properly secured and well maintained.

If you work at heights, be aware of the people working below. Let them know you are there and take steps to prevent things from falling. Precautions might include covers for floor openings, toe-boards, brick guards, barriers or safety nets and the use of tool belts.

10. Warning/Safety Signs

Health and Safety Signs and Signals Regulations 1996. - Where signs are used in a workplace, ensure that they are sufficiently large and clear to be easily seen and understood.

Blue	Yellow/Amber	Red	Green
<p>Mandatory Sign</p> <p>Round with solid BLUE background & White Symbol</p> <p>Specific action or behaviour. E.g. 'wear hard hat'</p>	<p>Warning Sign</p> <p>Triangular with YELLOW background and black boarder</p> <p>Caution / take precautions E.g. 'High Voltage'</p>	<p>Prohibition Sign Danger / Alarm</p> <p>Round with a white background, a RED border and cross bar</p> <p>Stop / Emergency Shutdown / Evacuate E.g. 'No Exit'</p>	<p>Emergency Exit / First Aid Sign / No Danger</p> <p>Square/rectangular with white symbols on a GREEN background</p> <p>Doors to exits or escape routes / equipment or facilities E.g. 'Fire Exit' or 'First Aid Kit'</p>
			

11. Manual Handling

Manual handling includes all activities involving lifting, lowering, pulling, pushing or carrying. The majority of manual handling injuries are not attributed to a single handling incident but build up over a period of time. There is NO such thing as a completely "safe" manual handling operation, but a basic awareness of potential hazards and a good technique can help avoid any potential health problems.

If you are undertaking manual handling as part of your job and have not received manual handling training please contact your line manager or supervisor. Please ensure you are fully aware of your host's policy in relation to manual handling operations on site.

Wherever practicable you should make use of mechanical aids, however you must ensure that any automated plant is properly cleaned and maintained and that you are trained to use it.

Important points to consider before transporting or supporting any loads:

1. **The task:** Does it involve a long carrying distance, a twisting, stooping or reaching upwards movement? Do you need to remove obstructions from your path?
2. **How heavy,** bulky unstable or intrinsically harmful (sharp or hot) is the load?
3. **Consider your physical condition:** If you are pregnant or have a health problem would moving the load endanger your health? Do you need help with moving the load or do you need to get someone else to transport the load on your behalf? Do you need to use a mechanical aid?
4. **The working environment:** Is it a confined area creating restricted movement? Are there variations in floor levels, and is the ground wet or slippery?

Important good Handling Techniques to remember:

1. Plan the lift and always use appropriate handling aids if possible ie. lifts, trolleys etc. Establish where the load is to be placed, removing any obstructions from your path. If necessary, lean forward a little over the load to establish a good grip. The best position and type of grip depends on the circumstances of the operation and individual preference, but make sure it is secure; generally a hook grip is less tiring than keeping your fingers straight. For a long lift such as floor to shoulder height, consider resting the load mid-way on a stable surface so that you can change your grip.
2. Your feet should be apart with one leg in front of the other (alongside the load if it is on the ground) to increase stability. You should be prepared to move your feet during the lift to keep a stable posture.
3. When lifting from a low level, bend your knees but be careful not to over-flex. Slight bending of your back, hips and knees at the start of the lift is preferable to either fully flexing your back (stooping) or fully flexing your hips and knees (full/deep squatting). Lift smoothly, keeping your back straight and your shoulders level and facing in the same direction as your hips. Keep the load close to your body for as long as possible with the heaviest side next to you. If a 'close' approach to the load is not possible, slide it towards you before you try to lift.
4. Move your feet when you are turning to the side, do not turn your upper body without moving your feet. If you need to position the load in a precise position, put it down first and then slide it into the desired position. Keep your head up when handling.
5. When pushing or pulling, ensure the handling device you are using is suitable for the load. Try and push rather than pull a load, provided you can see over it and control steering and stopping. Keep your feet well away from the load and go no faster than walking speed. Do not move a load alone if you have to use excessive force. Enlist the help of another person if you have to negotiate a slope or ramp. Take care on soft or uneven surfaces as this can require higher force and the load balance could change consider softer or larger wheels on your handling device.

Section 2 - Health & Safety Information Common to Office-Based Contractors

12. DSE/ Workstation

DSE stands for display screen equipment, often forming part of a computer and showing text, numbers or graphics. These devices include display screens, laptops, touch screens and other similar devices. DSE regulations apply to those who regularly use DSE as a significant part of their normal work (daily, for continuous periods).

Publication: *Work with display screen equipment: Health and Safety (DSE) regulations 1992 as amended 2002.* HSE Website: <https://www.hse.gov.uk/msd/dse>

‘The principal health risks associated with DSE work are physical (musculoskeletal) problems, visual fatigue and mental stress. These problems often reflect bodily fatigue. None of them are unique to DSE work, nor are they an inevitable consequence of it. Risks to typical users should be low if the DSE Regulations are complied with and ergonomic principles are taken into account in the design, selection, installation and use of the equipment; the design of the workplace; and the organisation of the task.’

User comfort is down to individual preference but by making full use of the equipment provided, and adjusting it accordingly to suit your requirements, you will get the best from it, which will help you to avoid any potential health problems.

If you use Display Screen Equipment (DSE) as a significant part of your normal job and have not received DSE training please contact your line manager or supervisor.

If you detect any symptoms related to the use of DSE, contact your line manager/supervisor.

Posture and Breaks

- Do not sit in the same position for long periods, some movement is desirable. Avoid repeated stretching to reach things you need; if this happens a lot, rearrange your workstation.
- Take short breaks often, rather than longer ones less often. For example 5 to 10 minutes every hour is better than 20 minutes every 2 hours. Ideally, users should be able to choose when to take breaks.

There is no legal guidance about how long and how often breaks should be for DSE work. It depends on the kind of work you are doing.

Most jobs provide opportunities to take a break from the screen, e.g. to do the filing, photocopying or answering the telephone. Make use of them. Frequent short breaks are better than fewer longer ones and allow users to focus at a distance, relax eye muscles, reduce fatigue and change posture.

Workstation

- Adjust your chair and DSE to find the most comfortable position for your work. As a broad guideline, your forearms should be approximately horizontal to your keyboard and your eyes at the same height as the top of the DSE.
- Avoid excess pressure from the edge of your seat on the backs of your legs and knees. You should be able to put your feet flat on the floor; a footrest may be helpful, especially for smaller users.

- Make sure the chair supports the small of your back, you need to keep your back straight but supported and your shoulders relaxed.
- Make sure you have enough workspace to accommodate the necessary documents and equipment needed.
- Do not make repeated or awkward stretching movements; try different arrangements of keyboard, screen, mouse and documents to find the best combination for you.
- Arrange your desk and DSE to avoid glare, or bright reflections on your screen. This will be easier if you and your screen are not directly facing windows or bright lights, if necessary adjust curtains or blinds to prevent unwanted light/glare.
- Make sure you are able to move your legs freely under your desk; if necessary remove any obstructions such as boxes or equipment.

Keying In

A good keyboard technique is important, adjust your keyboard to get a good typing position.

- Try to keep your wrists straight when keying.
- Keep a soft touch on the keys and do not overstretch your fingers.
- A space in front of the keyboard is sometimes helpful for resting the hands and wrists when not keying in. A wrist rest may be helpful to some users.

Using The Mouse

- Move the keyboard out of the way if it is not being used.
- Position the mouse within easy reach, so it can be used with the wrist straight.
- Sit upright and close to the desk, so you don't have to work with your mouse arm stretched. Support your forearms on the desk, and don't grip the mouse too tightly.
- Rest your fingers lightly on the buttons and do not press them hard

Reading The Screen

- In setting up software, choose options giving text that is large enough to read easily on your screen when you are sitting in a normal, comfortable working position. Select colours that are easy on the eye, avoid red text on a blue background, or vice-versa.
- Make sure the screen surface is clean; adjust the brightness and contrast controls on the screen to suit lighting conditions in the room.
- Individual characters on the screen should be sharply focused and should not flicker or move. Most DSEs have built in anti-glare. It is not technically feasible to eliminate flicker for all users as individual perceptions of screen flicker vary. A screen, which is flicker-free to 90% of users, should be regarded as satisfying the minimum requirement.

13. Portable Electrical Equipment

Users and employers should be aware that some design compromises inherent in portables can lead to postural or other problems (for example a bent neck, or headaches arising from the low, fixed position of the screen). One way of tackling such risks is to arrange set up to achieve a comfortable working posture, avoid prolonged use and take more frequent breaks.

Defective plugs, sockets and leads cause more electrical accidents than the appliances themselves. Office environments are generally less dangerous than other workplaces but you must ensure that you **ARE** vigilant in relation to electrical safety:

- **DO NOT** overload electrical sockets.
- **DO NOT** use taped joints to connect cables since they have neither the mechanical strength needed nor sufficient insulation or protection from liquids.

- **DO NOT** ignore tell-tale signs such as faults when switching on or intermittent stopping. These may indicate an internal fault.
- **DO** switch off equipment before unplugging and before cleaning.
- **DO** report electrical equipment that is not working properly to your designated line manager or supervisor.

14. Mobile Phones

If you are allocated a mobile by your host client make sure that you familiarise yourself with their policy surrounding the use of mobile phones.

Mobile telephones must **NOT** be used when driving (even using a hands-free phone while driving will distract you). Drivers must safely pull over to the side of the road to receive or make calls. Mobile phones must not be used whilst doing any other operation where safety is important and their use might interfere with concentration.

Section 3 - Health & Safety Information Common to Site Contractors (Industrial or Construction)

Full guidance is in Managing Health and Safety in Construction Regulations 2015 Third Edition

Effective Management of work activities and competent site supervision are essential in maintaining healthy and safe conditions. Ensure that you follow the guidance set out by your site manager or supervisor, be aware of what you are expected to do and how you are expected to do it.

15. PPE – Personal Protective Equipment (PPE)

In line with Personal Protective Equipment at Work (Amendment) Regulations 2022 (PPER 2022) the client is responsible for providing PPE if a risk assessment indicates that it is required for your role. You must wear clothing appropriate for the job you do and if PPE is provided – **YOU MUST USE IT.**

Remember you have a legal duty not to interfere with or misuse anything provided to you for your health, safety or welfare and to comply with safety procedures in the workplace.

- If you are supplied with any PPE, it must be properly maintained, stored and in good condition.
- If PPE is damaged or faulty, please immediately report this to your line manager/supervisor.
- As a worker, you will be required to use the PPE properly following training and instruction from the client
- If you have any concerns that PPE has not been provided, or is not suitable, contact your line manager/supervisor.
- The client will provide you with suitable maintenance, storage and any replacement PPE whilst on site.

If you have any questions about any item of PPE then you must ask your line manager or supervisor.

The wearing and use of PPE should be covered within the client's risk assessments.

If you spend a large part of your working day in the open air, it is important you wear suitable clothing to prevent ill health/injury.

- Clothing that leaves the lower part of the back exposed to the cold can cause pain to the back - Always wear clothing which is warm and comfortable.
- If you have to work in wet weather, use waterproof clothing and in hot weather, always keep your skin covered,
- You may sometimes be instructed to wear high visibility clothing – use it for your own safety.

Head Protection

Injuries to the head can be fatal. If you have been provided with a safety helmet, **ALWAYS WEAR IT IN HEAD PROTECTION ZONES**, and in areas where you consider there is a risk of injury to your head, for example: construction sites, areas with the possibility of falling objects, low ceilings etc.

Foot Protection

Suitable footwear must be worn at all times. Many foot injuries occur because unsuitable footwear is worn.

On construction or industrial sites, boots, shoes or wellingtons with steel toe caps and protective inner plates in the sole offer ideal protection and must always be worn when there is a risk of injury to your feet.

Hand Protection

Suitable gloves must always be worn when handling rough, sharp, corrosive or hot materials.

Choose the correct gloves for the particular risk; for example leather gloves will protect against cuts and scratches but they will be absorbent; they will not protect your hands against liquids or solutions.

An effective way to reduce skin disorders is to wash your hands thoroughly at the end of each work period.

Eye Protection

It is a requirement to wear eye protection for some operations performed at work.

A generic form of eye protection is not available to give overall protection. You must always ensure you are provided with the correct type of eye protection for the particular risks: For example, some eye protectors are suitable only for use against dust, others guard against flying particles, or offer protection against high speed flying fragments, whilst some provide protection from hazards such as molten metal, chemicals or radiation.

In general goggles to British Standards (BS) EN 166, 167 and 168 give suitable eye protection against impact, chemicals, dust and molten metal. Where there is an additional risk of facial injury, face shields should be used.

Hearing Protection

Hearing protection should only be used where risks to hearing remain despite the implementation of other measures to control the noise, or while these other measures are being developed. If the noise level is such that you need to shout to make yourself heard, then you will probably need to wear hearing protection.

There are two main types of hearing protection; earplugs and earmuffs.

Long periods of exposure to relatively high noise can cause damage to your hearing, even short periods of repeated exposure can have a damaging effect. If you suspect that you are being subjected to high levels of noise (over 85dB(A)), inform your safety advisor.

Respiratory Protection

When working in atmospheres in which hazardous dust, chemicals, vapours, gasses or fumes are present, it is important that suitable breathing apparatus or a respirator is worn. Inhaling airborne dust, chemicals or fumes can endanger health.

It is imperative that you have the correct protection for the conditions present: For example, masks that are designated for use against dust particles will prove useless against gases or vapours.

Make sure that the respirator is the correct type for the job and that it fits well around the face. When not in use, ensure that it is kept in a clean box or cupboard to avoid contamination.

Immediately inform your safety advisor if you suspect that harmful dust or fumes or other substances are present.

16. Flammables

Liquefied Petroleum Gases (LPG) are heavier than air. The vapour can seep into drains and cellars giving rise to explosions some distance away from the source.

There is also a risk of asphyxiation if LPG is used without adequate ventilation.

It is important that: -

- Cylinders are stored in the open air.
- Cylinders are stored upright with the valve fully closed.
- Cylinders used for heating site huts are kept outside the building.
- Adequate ventilation is provided.
- Cylinders are kept the recommended distance away from the appliance(s).
- Other flammable liquids should be stored in an open-air compound or in fire resistant bins that are adequately ventilated.
- If you are using a flammable liquid in an enclosed area, ensure there is adequate ventilation.
- Transferring contents from large to small containers must always be done in the open air.
- Ensure containers are properly labelled.
- Used containers will still contain flammable vapour **when empty. ALWAYS** treat used/empty containers with the same caution and care as full ones

17. Hand and Power Tools

Powered and non-powered hand tools cause thousands of injuries each year. Surprisingly non-powered tools cause ten times more injuries than powered tools.

Do not use any equipment unless you have received proper training and (where applicable) possess suitable qualifications.

Hand Tools

Inspect the tool for damage; if the tool is damaged, report it to your line manager/supervisor – **DO NOT USE THE TOOL.**

When hand tools are not in use, make sure they are stored in a manner, which is unlikely to be hazardous to others, always ensure that:

- Tools with cutting edges, teeth etc. are adequately sheathed.
- You do not place or use tools where they might be damaged or create a trip hazard.
- All tools are stored in the appropriate/designated containers or lockups provided

Electrically Operated Tools

Electricity gives no warning of danger and it can kill instantaneously. Competent operatives should only use power tools with the required standard of training, skill/experience and knowledge.

- It is essential that the electricity power supply requirements are established before any work takes place. Arrangements for the electricity supply should be completed with the local electricity supplier and the supply system installed. Guidance on requirements for low voltage (ie 400 and/or 230 volt ac systems) can be found in BS 7671.
- Inspect for signs of damage to the body of the tool, wires and cables. If there is any damage to the tool, do not use it and report it immediately to your line manager/supervisor.
- Make sure all tools are properly earthed, have the correct fuses and all guards are in place.

- Cordless tools or tools which operate from a 110V supply system, which is centre-tapped to earth so that the maximum voltage to earth should not exceed 55V, will effectively eliminate the risk of death and greatly reduce injury in the event of an electrical accident.
- Do not allow cables or wires to come into contact with water.
- Do not carry or drag a tool by its cable.
- Do not place or use tools where they might be damaged or create a trip hazard.
- **YOU MUST ALWAYS DISCONNECT** tools from the mains when they are not in use or when changing blades/parts.
- Make sure all tools are stored in the correct manner.

18. Mobile Plant

You should not attempt to use any plant, equipment or any other piece of equipment unless you have had suitable and appropriate training. If in doubt, please refer to your site manager or supervisor.

- Never attempt to operate mobile plant unless you have received suitable, sufficient training, which is certificated.
- Make sure you know and observe the site rules, especially those relating to the reversing of plant.
- Inspect your machine before you commence work for defects and obstructions. Report any defects to your supervisor.
- Carry out and record statutory inspections and routine maintenance.
- Never allow passengers to ride on a machine, which is not designated to carry passengers.
- When working with a banksman, never move off unless you can see they are clear of your machine.
- Never drive with the vehicle body in a raised position. Be aware of overhead power lines and other obstructions.
- Park only on level ground with the brakes applied and buckets, blades, shovels and other attachments resting on the ground. Always make sure you remove the ignition key.
- Carry out and record brake testing to manufacturer's specifications. If the load prevents you from seeing where you are going, get help to see that the way ahead is clear.
- Make sure you **DO NOT** overload your machine.

If you work in the vicinity of mobile plant:

- Make sure the driver can always see you - wear high visibility clothing.
- Keep away from moving vehicles, especially those reversing.
- Never ride as a passenger on a mobile plant, which is not designated to carry passengers.

19. Reversing of Vehicles and Plant

You must identify and adhere to any specific rules applying to reversing. In general this will include the use of a trained banksman to guide your vehicle backwards. Where these rules apply, no reversing is allowed except under the direction of a designated banksman.

- All drivers intending to reverse must check that the reversing path is clear and will remain so.
- If for any reason, you lose sight of the banksman, stop immediately and check behind your vehicle.

- If the driver has restricted vision to the rear, the vehicle should be fitted with a reversing warning signal.
- Pedestrians - remember to keep away from plant and vehicles, because you will not always be visible to the drivers.
- Persons working with the plant and vehicles must wear high visibility clothing BS (BSEN 471) and should not stand close to vehicles or plant where they are not visible to the driver. Banksman reversing vehicles should also wear a distinguishing helmet.

20. Dangerous Machinery

Power driven grinding and cutting tools are dangerous items of machinery. So too are gears, chain drives, V-belt drives, fans and smooth revolving shafts and spindles such as those for starting handles. The traps between conveyor belts and drums can kill.

- Guards are fitted to plant and machinery to prevent you from coming into contact with moving parts. Always ensure that these guards are in position and secured before starting up plant and machinery.
- Never remove or adjust guards while the machinery is in motion.
- Make sure machinery fitted with interlock guarding works correctly. If you find any defect, report it to your supervisor immediately.
- When using a starting handle, always keep your fingers and thumb on the same side of the handle.

Operating unguarded or badly guarded plant and machinery could cost you your life, so use guards properly.

21. Cranes and other lifting machines

Never attempt to operate a crane, excavator, forklift or any other type of lifting machine unless you hold a Certificate of Training Achievement (CTA).

- Carry out and record brake testing to manufacturer's specifications.
- Inspect the machine before commencing work, for defects and obstructions. Report any defects in your machinery to your supervisor.
- Carry out and record statutory inspections and routine maintenance.
- Make sure you know the 'Safe Working Load' of your machine and the weight of any load you are required to lift. Try the load by lifting it slightly and halting to ensure the machine can take the load. Never leave the cab whilst the load is suspended.
- Only persons trained in slinging practice and signalling systems may act as a slinger or a banksman.
- Never stand under a load whilst it is suspended.

22. Scaffolding

Never use unsafe scaffold. Report any issues to your line manager/supervisor immediately.

- Check that the platform is fully boarded out, all necessary guardrails and toe-boards are in position and you have a secured ladder that provides suitable access to the working platform.
- Alterations to scaffold **can only** be carried out by persons who are competent to do so e.g. trained scaffolder.

- You can only work on a tower scaffold when the wheels are locked. You must not move a tower scaffold unless all the wheels are securely fixed to the required standard, there is no one on the tower, and any loads are removed.

There are height to base ratio restrictions for mobile tower scaffolds, check the manufacturer's construction manual.

23. Ladders

- Works can only be conducted from a ladder when the job is of short duration (15-30 mins depending on risk assessment) and can be done safely.
- Ensure that the ladders are long enough; don't use the top 3 rungs.
- Never over-reach at the working position.
- Do not overload the ladder
- Before commencing work, inspect the ladder for damage. Check for splits or cracks in the stiles and rungs. Make sure that none of the rungs are missing, loose or slippery.
- Never attempt to repair damaged ladders.
- Ladders should be set on a firm base, resting at an angle that is not too steep or flat. The recommended angle for ladders is 75° to the horizon i.e. one out for every four up.
- If the ladder cannot be tied at the top, it must be fixed at the bottom/base and / or a second person must foot the ladder before it is used.
- Ensure that your safety footwear is free from excessive mud or grease before you climb the ladder.

Before undertaking any work at heights (i.e. over 2 metres) please ensure you are aware of the client's policy for this type of work and that risk assessments have been undertaken and method statements prepared and issued

24. Excavations

Most excavation accidents occur in trenches that have **no** support because they are in what is considered 'safe-ground', or because work has extended beyond the support provided. Any excavation deeper than 1.2m must have sides sloped or supported.

- The sides of excavations should be adequately protected or suitably battened back.
- Always make sure you have suitable ladder access.
- Never throw or drop tools or materials down to someone in an excavation, always use a rope or other device to lower them down.
- Always wear a safety helmet – even small stones falling from the top can injure you.
- Drivers of mobile plant must take special care when operating close to the edge of excavations. All excavations should have some form of trench support.
- Materials and equipment must not be stacked close to the edge of excavations.
- Dig well away from underground services. Plans or locaters should be used if this is a concern.
- Always beware of the risk of gasses, fumes and flowing materials in excavations

25. Refurbishment

Additional health and safety issues are applicable for the refurbishing of existing properties.

Before starting any activity, check that:

- The public utility services have been disconnected.
- An asbestos survey has been undertaken and you are aware of the location of any material containing asbestos and the policy in place for managing this (see also section 26 Asbestos).
- Insulation and lagging must be examined to see if asbestos is present. If asbestos is identified, the site must be cleared until the material is disposed of safely, in accordance with current regulations.
- Demolition materials should be removed immediately from the building, they must never be allowed to accumulate on floors or landings.
- Where necessary, temporary guardrails must be provided. If this is not possible, purpose made covers must be constructed for any holes in the flooring.
- Make sure there is adequate lighting and ventilation, especially in stairwells.

Additional requirements for occupied premises: -

- Do not block fire exits
- Do not leave dangerous materials or sharp tools unattended where members of the public have access.
- If it is necessary to remove floorboards, warn the occupants and isolate the area.
- Never leave work unguarded at the end of the working day that could cause harm to others.



26. Asbestos

All types of asbestos can be dangerous if disturbed. Asbestos is best left undisturbed provided it is well sealed. If asbestos fibres are released into the atmosphere they form a fine dust that can be inhaled. Exposure to these fibres can cause cancer and other serious health problems.

There are specific regulations relating to working with asbestos and contractors are prohibited from working with this substance unless they have a licence issued by the HSE. (This does not include asbestos cement sheets). You must be trained to work safely with asbestos materials. Full guidance and ACOP guidance is found in The Control of Asbestos Regulations 2012.

Unless you are properly qualified and an HSE licence has been obtained, DO NOT work with asbestos. Products containing asbestos carry a warning label.

Prior to undertaking maintenance work in any premises, you should ensure an asbestos survey has been undertaken; that you are made aware of the location of any material containing asbestos, and the controls in place to manage this safely. If you are in any doubt about safety relating to asbestos, please refer to your line manager and do not undertake any work until you are confident that it is safe to do so.

Any disposal of asbestos waste should be done in accordance with the guidelines. All waste should be double-bagged with the correct hazard warning signs attached.

If you suspect you have uncovered asbestos on a site, please stop work immediately and inform your line manager and/or the site safety officer. You must follow the client's safety arrangements in relation to this substance.

If work with asbestos cannot be avoided:

- Ensure correct training, risk assessments, method statements, permits to work and all other legal requirements have been undertaken.
- Avoid breathing the dust.
- Ensure correct breathing apparatus and PPE is worn.
- Always comply with the client's safety regulations.
- Do not put yourself or others at risk.

27. Confined Spaces

A confined space can be any area that is substantially (though not necessarily entirely) closed and where there is a risk of hazardous substances or conditions within the space or nearby. This can include vats, pits, trenches, silos, chambers, wells, tanks etc.

Where possible work in confined spaces must be avoided and alternative methods considered.

If work in a confined space is unavoidable the following precautions must be taken to comply with the confined spaces regulations:

- Ensure you are familiar with the client's policy for work in confined spaces and that the client has undertaken a risk assessment. You must follow the client's procedures.
- There must be a permit to work.
- A clear method statement must be issued.
- Ensure you are fully trained and qualified to undertake the task and use any equipment provided and that appropriate supervision is provided.
- You must wear suitable PPE.
- Ensure that good communication is available for instruction purposes and to call help in an emergency.
- Check that suitable means of access and escape are in place.
- There must be suitable airflow in the area to avoid fire or asphyxiation from fumes, escaping gasses or equipment and that temperature is properly controlled.
- There must be adequate lighting.
- Make sure you clearly understand the implications of working with any dangerous substances.
- Gasses, liquids or flowing materials must be isolated and controlled.
- Any roof or sides must be properly supported to avoid collapse.
- All flammables must be carefully controlled.
- Ensure suitable first aid and emergency equipment is readily available.
- Make sure that you are fully familiar with the client's emergency procedures for evacuation and for shutting down plant.
- Make sure there are suitable arrangements in place for rescue.

Managing Risks and Hazards

Sometimes, even when hazards are identified within the workspace, either, onsite in the office, offsite or when working remotely, these cannot be removed. Should this happen the company will always aim to control and reduce the risks so that harm is unlikely.

To do this we will take practical steps including:

- trying a less risky option
- preventing access to the hazards
- organising your work to reduce exposure to the hazard
- issuing protective equipment
- providing welfare facilities such as first-aid and washing facilities
- involving and consulting with workers

Where we can, we will involve our workers so we can be sure any proposed changes will work in practice and will not introduce any new hazards.

Offsite workplace inspections will be conducted in line with the client procedures and timetable. (If you are concerned about any hazards when working offsite, please contact the designated Health and Safety Office for the client site.)

Where we have conducted them, our risk assessments aim to be suitable and sufficient and to show that:

- a proper check was made
- enquiries have been made with those who might be affected
- all the obvious significant hazards have been dealt with, taking into account the number of people who could be involved
- any precautions implemented are reasonable, and the remaining risk is low
- you involved your employees or their representatives in the process

Publications & Resources:

HSE Your Health, Your Safety A Brief Guide for Workers leaflet – INDG450
Essentials of Health and Safety at Work (2006) - ISBN 07171661792
Management of Health and Safety at Work Regulations ACOP (second edition) – ISBN 0 7176 2488 9
The Health and Safety Toolbox 2014 – ISBN 0 7176 6587 7
The Health and Safety First-Aid Regulations 1981 (2018 edition) – ISBN 07176 6560 0
HSE Reporting accidents and incidents at work 2013 (RIDDOR) leaflet - INDG453 (rev1)
HSE Brief Guide to COSHH 2002 leaflet - INDG136 (rev5) revised 2012
Health and Safety Signs and Signals Regulations 1996 (published 2015) Third Edition – ISBN 07176 6598 3
HSE leaflet Preventing Slips and Trips - INGG225 (rev2) 2012
HSE Manual Handling at Work – A Brief Guide 2020 – INDG413 (rev4)
HSE Manual Handling, Manual Handling Operations Regulations 1992, as amended 2002, Guidance on Regulations 2016 - ISBN 0717666539
HSE Safe Use of Lifting Equipment (LOLER 1998) Second Edition 2014 – ISBN 07176 6588 0
HSE Display Screen Equipment regulations 1992 as amended by the Health and Safety Miscellaneous Amendments) Regulations 2002 (2nd edition 2003) - ISBN 07176 2582 6
HSE Working with DSE leaflet 2013 edition - INDG36 (rev4)
HSE Managing Health and Safety in Construction Regulations (Third Edition) 2015 L153 - ISBN 07176 6626 3
HSE Personal Protective Equipment at Work - www.hse.gov.uk/ppe/ppe-regulations-2022.htm
HSE Personal Protective Equipment at Work (Third Edition 2015) - ISBN 07176 6597 6
HSE Personal Protective Equipment at Work leaflet - INDG174 (rev2) 2013
HSE Respiratory Protective Equipment at Work: A Practical Guide – ISBN 07176 6454 2
HSE Managing and working with Asbestos ACOP (2nd Edition) – ISBN 07176 6618 8

For further information please visit www.hse.gov.uk. For a full list of books, guidance leaflets, posters etc, please contact HSE Books, Sudbury, Suffolk. Tel: 01787 881165.

<https://books.hse.gov.uk>

Update Log

Date Created	15/10/2020
Initial Topics Included	Introduction, Additional Terms and Conditions, Employee Benefits Policy, Statutory Absence and Sick Pay Policy, Mental health & Wellbeing Policy, Holiday & Holiday Pay Policy, Expenses Policy, Grievance Procedures, Disciplinary Procedures, How do I leave feedback or make a complaint? Complaint Form, GDPR Statement, Modern Slavery Statement, Anti-Bribery Policy, Privacy Policy, Equal Opportunities and Diversity Policy, Dignity and Harassment Policy, Environmental Policy, Health & Safety Policy, Incident/Accident Report Form, Health & Safety Manual, Publications

Date	Amendment Made	Version
15/12/2020	Small wording alterations made throughout handbook	1.1
18/02/2021	Addition of AWR Statement	1.2
10/03/2021	Addition of Update Log, Amendment of Handbook Cover & Introduction	1.3
24/03/2021	Minor text amendments to Holiday & Holiday pay policy to include payment at the end of the leave year	1.3.1
25/03/2021	Updated and corrected calculations in the holiday pay policy	1.3.2
26/03/2021	Addition of How your payment is calculated Guide, updated Stat maternity bereavement pay figures in line with Apr6th'21 Changes.	1.3.3
21/06/2021	Updated Wording under Familiarisation of Company Policy Documents	1.4
02/08/2021	Addition of Protecting Our Employee's Data, Addition of Maternity Pay Policy, Addition of Version Numbers, added whistleblowing Policy, Added Managing Risks and Hazards Updated privacy policy.	1.5
12/10/2021	Moved privacy policy Notice so that it is closer to the GDPR Policy & Updated to ensure it is compliant.	1.6
05/04/2022	Updated Additional Terms & Conditions (recovery of funds), Holiday Pay Policy so that it is clearer regarding payment, H&S PPE Guidance updated in line with changing regulations, Maternity rates and privacy policy notice. Added How to raise your timesheet guide	1.7