



COMPANY HANDBOOK

Welcome to Mercury Personnel Solutions Ltd

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We want to take this opportunity to welcome you to Mercury Personnel Solutions. Our reputation has been built on not only our excellent relationships with our Clients but also on our honest and ethical treatment of our Temporary Workers. We trust you will enjoy your time with us and welcome any feedback you may like to give us.

This Company handbook has been created to fully explain the terms and conditions under which you will be working. It should be read in conjunction with the Contract of Employment or Services, of which this forms a part.

If you require any further information, please contact our friendly team on 01205 368075.

History of the Company

Mercury Personnel Solutions Ltd was founded in 2003 by Gary Turner. We are Specialist Labour Providers to the fresh produce, horticulture and warehousing industries, we offer staff to local and national companies throughout the counties of Lincolnshire and East Anglia. We understand the crucial importance of flexibility to maintain optimum efficiency and productivity. Mercury are fluid enough to offer multilingual personnel, where needed, as well as reliability and efficiency second to none. We service a wide range of On Floor Operational Roles, Line Work, Line Leaders, QA/QC, Supervisory, Cold Store, Forklift Drivers and Warehousing. 15 years on, Mercury Personnel Solutions Ltd is an established and reputable independent supplier of agency staff serving East Anglia and the East Midlands.

Mission Statement

“Mercury Personnel Solutions Ltd will develop a close understanding of all customers business, highlighting a requirement and delivering a solution meeting all temporary staffing needs. To deliver an ethical and pro-active service, based on honesty and integrity, and be measured on Total Customer Care. Accept total responsibility for all matters relating to the supply of temporary staff. Mercury Personnel Solutions Ltd will select, train and monitor all staff to ensure that the service level is maintained”.

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Terms and Conditions of Employment

1. Hours of Work & Pay

The nature of our business means your hours may vary from one assignment to the next or in some cases from one day to the next while on the same assignment. There are no standard working hours; you will be required to work at such times and for such periods as are applicable to each individual assignment. These hours will be explained to you by a Mercury Personnel Solutions Ltd representative before you start each assignment.

You will be paid for the hours you work as verified by our client. Time spent travelling to and from your place of work shall not count as working time and therefore you are not paid for this time. Lunch and rest breaks may or may not be paid depending on the terms of each individual client. Your assignment schedule will contain this information.

You are entitled to a minimum break of 20 minutes if you work more than six hours on a continuous basis and an 11-hour rest break between each shift unless a workforce agreement is in place. If you are not provided with these statutory rest breaks you must inform your Mercury Personnel Solutions Ltd representative immediately.

Payment is made by BACS directly into your bank account. You will be paid on a Friday, one week in arrears (pay is calculated from Sunday to Saturday). You will be able to access your payslips through the website www.eol.sage.co.uk. The website is secure, and you will require your personal password to log in and view and/or print your payslips. If you misplace your personal password or have any problems accessing the website, please contact a member of the Payroll Team.

Your payslip will show how the total amount of your pay has been calculated. It will also show the deductions made and the reason for them, e.g. Income Tax, National Insurance etc. You should notify a Mercury Personnel Solutions Ltd representative of any changes to your bank details and also any changes in your personal circumstances, e.g. change of address, telephone numbers immediately! You must also advise HMRC of any changes at your earliest convenience. If you have a query regarding any tax coding or deductions or need to notify them of a change of details, you can ring the Helpline on 0845 300 0627.

The preferred method of payment is directly into **your own** bank account by BACS. If you do not have your own account then you have the option of a prepaid debit card (One Pay), which your wages can be automatically credited to, or to be paid by cheque.

2. Recording of Hours

The way in which your hours are recorded may differ at each site or contract that you are assigned to. A time sheet with a start time, finish time and signature must always be completed to ensure payment for completed work in addition to any onsite requirements by the client, this will be fully explained to you by your Mercury Personnel Solutions Ltd representative before you commence an assignment.

It is your responsibility to follow the correct procedure for each assignment; failure to follow procedures may result in delay or errors when processing your pay.

If you have any queries regarding your wages, please speak to a Mercury Personnel Solutions Ltd representative we will endeavor to resolve it as promptly as possible.

3. Availability for work

When you are not on an assignment, you are obliged to remain contactable by telephone, so the Company can offer you suitable work if it becomes available. When not on an Assignment you must contact the Company each day before 10am to report your availability for work and/or the following day. Any failure to comply with the requirements of this clause shall constitute a disciplinary offence and may result in termination of employment.

The worker agrees to accept all suitable assignments offered to him/her. The worker agrees that any assignment that falls within the scope of their Contract for services will be suitable for these purposes. A refusal of a suitable assignment may constitute gross misconduct entitling the Company to terminate employment with immediate effect.

4. Absence Reporting

This policy applies to all employees and workers. It aims to minimise the disruption caused by employees or workers' absence by setting clear guidelines on absence notification, by encouraging regular communication to assist employees and workers return to work as soon and as safely as possible, and by assisting managers to handle absences due to illness or injury in a fair, consistent and effective way.

This policy is not contractual but sets out the way in Mercury Personnel Solutions Ltd will deal with absence at work.

Absence Notification

If you are unable to attend work for any reason, please notify your Mercury Personnel Solutions Ltd representative before your shift is due to commence. This needs to be done a minimum of 2 hours before the working shift starts. If you are unable to notify us personally, please ensure that you get a relative, neighbour or friend to contact us. In addition, we ask that you notify your Mercury Personnel Solutions Ltd representative of the reason for your absence and provide an indication of its likely duration. The reason for your absence will be kept confidential. We take a very serious view of un-notified absence because of the damage it can cause to our Client's business. It may therefore be treated as gross misconduct.

To report an absence, you must contact our Management on the numbers supplied in the Worker Information leaflet given to you at your induction. It is then your responsibility to keep the Office informed of your situation on a regular basis.

You should remain in contact with us, and should you be away from home at any time during your absence, should provide full contact details. You may be contacted by us during your absence and, in addition, we may visit you at home to discuss your health and progress towards returning to work.

If you are absent through sickness or injury for more than one week, you must obtain a Statement of Fitness for Work from a doctor and forward it to the Office. The name of the doctor, the surgery and its contact information should be clearly stated. If you are still unfit to return to work, you must obtain a further Statement of your extended absence. You must inform the Office on the same day and advise us of the extension of absence.

See 13 - Sickness Policy

Return to Work Procedure

A return to work interview will be carried out before you can return to work. People who have suffered from sickness bug/diarrhoea must not return to work until they are symptom free for a minimum of 48 hours. Employees and workers returning from overseas holidays or sickness are particularly susceptible to infection and managers must be satisfied that they pose no risk to contaminating or spreading any infection.

5. Holidays & Holiday pay

The annual leave year runs from 1st September to 31st August. All employees and workers are entitled to paid annual leave, according to the statutory minimum as amended from time to time. The current statutory entitlement to paid annual leave is 5.6 weeks or, where relevant, as per the appropriate Agricultural Wages Order.

Payment for annual leave is calculated in accordance with statutory requirements and by reference to the employee or worker's average remuneration for all hours worked over the previous 12 worked weeks.

Where an employee or worker wishes to take leave during the course of an assignment, they should notify a Mercury Personnel Solutions Ltd representative of the dates of their intended absence giving notice of at least twice the length of the period of leave that they wish to take. So, for example, if a week's leave is requested then two weeks' notice should be given. Approval of holiday requests is at the Company Discretion.

The Company may require the employee or worker to take paid annual leave at specific times or notify the Employee or Worker of periods when paid annual leave cannot be taken. A maximum limit of 2 weeks can be booked in one block.

All entitlement to leave must be taken during the course of the leave year in which it accrues, and none may be carried forward to the next year. The employee or worker is responsible for ensuring that all paid annual leave is requested and taken within the leave year.

6. Transport

Company transport may be available for some assignments. If you wish to use this method of travel a charge per round trip will be applied. You will need to take this payment at the end of each week to Holbeach office. Failure to carry this out will result in the termination of this service. Information will be given at induction. This service is optional.

7. Personal Protect Equipment (PPE)

All employee and workers **must** wear Personal Protective Equipment (PPE) at all times when required. If required you will be issued with protective clothing such as safety shoes/boots and HI VIS vest/coat, in order to carry out their work.

As PPE is a mandatory requirement of your role at Mercury Personnel Solutions Ltd you will be issued with these items free of charge. However, as this is the property of Mercury Personnel Solutions Ltd you will be required to return these items once you leave our employment. Should you not return these items and leave our employment within three months of your start date, then you will be charged for these items and deductions will be made from your final pay.

PPE needing to be replaced through genuine wear and tear will be replaced free of charge. However, your items will need to be returned to get a free replacement. Employee or workers are to take ownership of PPE and look after it. Mercury Personnel Solutions Ltd will replace items of PPE that are lost, however, this will be monitored, and excessive replacements may lead to disciplinary action.

8. Termination of Employment

The employee or worker may terminate his/her employment by giving one week's notice in writing to the Company.

The Company may terminate the employee or worker's employment by giving the following notice in writing:

- One week's notice if the employee or worker has been employed by the Company continuously for one month or more, but for less than two years; **or** two weeks' notice if the employee or worker has been employed by the Company continuously for two years, and one additional week's notice for each further complete year of continuous employment up to a maximum of 12 weeks' notice.

The Company cannot guarantee that work will be available for the employee or worker during any notice period.

The Company reserves the option in its absolute discretion to terminate the employee or worker's employment by paying him in lieu of notice equal to the basic salary (as at the date of termination) which the employee or worker would have been entitled to receive under this contract during the notice period referred to as above (or, if notice has already been given, during the remainder of the notice period), less income tax and National Insurance contributions. The employee or worker shall have no right to receive a payment in lieu of notice unless the Company has exercised its discretion under this clause.

The Company reserves the right to terminate the employee or worker's employment without notice. If the Employee or Worker unreasonably rejects an Assignment;

- If the employee or worker fails to attend an assignment that they have agreed to undertake without informing the Company; or if the employee or worker is unavailable to undertake assignments for more than 2 continuous weeks.
- If the Company discovers that the employee or worker does not have permission to work in the UK or if that permission is revoked or is no longer valid
- In the event of any serious breach of these terms or any act of gross misconduct by the employee or worker.

Whilst not on assignment the employee or worker must keep in regular contact with the Company to confirm their availability for work. Should the employee or worker fail to contact the Company for a period of 2 consecutive weeks whilst not on assignment the employee or worker agrees that they will be deemed to have terminated their employment with immediate effect and the Company shall send their P45 to their last known address.

9. Eligibility to Work in the UK

All employee or workers that work for Mercury Personnel Solutions Ltd must provide evidence of their entitlement to work in the UK. Evidence of entitlement to work in the UK should be provided during the recruitment process.

10. Pensions

New Government Legislation will require all employers to enroll their eligible Employee or Workers into a pension scheme. Mercury Personnel Solutions Ltd has chosen Carey's: Pensions Trust to help you save for your retirement.

The Government introduced auto enrolment as a way of encouraging the UK working population to save towards retirement. It applies to the following:

- Are not already in a qualifying pension scheme
- Are aged 22 or over and under State Pension Age
- Earn more than £182 gross in the week you are assessed
- PAYE (weekly or monthly)
- Work (or usually work) in the UK

Employees and workers will be enrolled after three months service, providing they meet the criteria above. If for some reason you qualify, but choose not to join, then you can opt-out. However, it is wise to have some alternative pension provision in place.

Carey's: Pensions will be in touch with you with more information. In the meantime, please speak to a member of the Mercury Personnel Solutions Ltd Team to make sure the details we hold for you are correct.

Employment Policies and Procedures

11. Discipline Procedure

Whilst the Company does not intend to impose unreasonable rules of conduct on its employees or workers, certain standards of behaviour are necessary to maintain good order and discipline in the interest of the Company and all its employees and workers. The Company prefers that discipline be voluntary and self-imposed and in the great majority of cases this is how it works. From time to time however it may be necessary to take action towards individuals whose behaviour or performance is unacceptable.

Minor faults will be dealt with informally, however in cases where informal discussion does not lead to improvement or where the matter is more serious the following procedure will be used. At all stages the employee or worker will be given the chance to state his/her case and will have the right to be accompanied by a fellow employee or worker of his/her choice or a trade union official.

Stage One – The employee or worker will be given a FORMAL FIRST WARNING by a Manager or Director. He/she will be advised of the reason for the warning and informed that this warning is the first stage of the disciplinary procedure. A note of the formal first warning will be recorded on the Employee or Worker's personnel record but will be nullified after six months subject to satisfactory conduct, only if there are no further instances of disciplinary action for whatever reason.

Stage Two – If conduct or work performance does not improve a FORMAL FINAL WARNING may be given by a Manager or Director. This will give details of the complaint and the likely consequences if the terms of the warning are not complied with. This warning will also be noted on the Employee or Worker's personnel record but will be nullified after a 12-month period subject to satisfactory conduct, only if there are no further instances of disciplinary action for whatever reason.

Stage Three – Failure to meet the requirements set out in the formal final warning may lead to DISMISSAL with appropriate notice. A decision of this kind will only be made after the fullest investigation. Dismissal can only be authorised by a Director.

Gross Misconduct – Offences under this heading are so serious that an employee or worker who commits them will normally be summarily dismissed. In such cases the employer reserves the right to dismiss without notice of termination or payment in lieu of notice. Examples of misconduct are:

- a) Wilfully causing harm or injury to another employee or worker
- b) Performing an action that is liable to cause injury to other people or damage the employer's property
- c) Wilful refusal to obey a reasonable instruction
- d) Damage to company/client machinery or property
- e) Being under the influence of alcohol or drugs in working hours
- f) Smoking or Vaping in an unauthorised area
- g) Sexual harassment of another employee or worker
- h) Using abusive or threatening behaviour or language to another employee or worker or customer or client of the Employer
- i) Removal of any items of stock or property of the employer including where appropriate, email and internet facilities
- j) Breach of the Data Protection Act 1988 and/or breach of the Employer's Data Protection Policy

This list is intended only as a guide and is not an exhaustive list.

Suspension – In the event of serious misconduct an employee or worker may be suspended on full basic pay while an investigation is carried out. Such suspension, which DOES NOT imply guilt or blame, will be for a short period as possible.

Appeals – An employee or worker may appeal against any form of disciplinary action. Such appeal will be heard by a Director. Appeals should be submitted in writing within seven calendar days of disciplinary action. At

the appeal hearing the employee or worker will be given the chance to state his case and will have the right to be accompanied by a fellow employee or worker of his/her choice or a trade union official. The decision of the Director hearing the appeal shall be submitted in writing to the employee or worker within seven calendar days and shall be final.

12. Grievance Procedure

If you are unhappy about the treatment that you have received or about any aspect of your work, you should discuss this with your Manager, who will attempt to resolve the situation on an informal basis. If you feel unable to approach your Manager directly, you should approach a senior manager, who will discuss ways of dealing with the matter with you.

Stage One - In the event of any employee or worker having a grievance relating to his/her employment he/she should, in the first instance approach their Manager. The Manager will endeavor to resolve the grievance as soon as reasonably practicable.

Where attempts to resolve the matter informally do not work, it may be appropriate for you to raise a formal grievance under this procedure.

Stage Two - In the event that the employee or worker feels that the question has not been satisfactorily resolved he may then raise the matter personally with a Senior Manager. Your complaint should be put in writing and this written statement will form the basis of the subsequent hearing and any investigations, so it is important that you set out clearly the nature of your grievance and indicate the outcome that you are seeking. If your grievance is unclear, you may be asked to clarify your complaint before any meeting takes place.

Upon receipt of such a request the Director or senior manager shall make arrangements to hear the grievance and at this interview the employee or worker may, if he/she wishes, be accompanied by another employee or worker of his/her choice or a trade union official. It is the responsibility of the senior manager/director to make arrangements for the hearing to be held within 7 working days of the grievance being raised with him/her.

Following the meeting, you will be informed in writing of the outcome within seven working days and told of any action that the Company proposes to take as a result of your complaint.

If you are dissatisfied with the outcome, you may make a formal appeal.

Appeal

Your appeal should be made in writing to the Manager who conducted the initial grievance hearing or a senior Manager. You should clearly state the grounds of your appeal, i.e. the basis on which you say that the result of the grievance was wrong or that the action taken as a result was inappropriate. This should be done within seven working days of the written notification of the outcome of the grievance. An appeal meeting will be arranged to take place within seven working days of the submission of your formal appeal where possible.

Appeals will normally be heard by a senior manager or Director not involved in the initial decision and a review of the case will be heard. Appeal hearings will normally take place no later than seven calendar days after receipt of the notification of the appeal. You will be advised in writing of the arrangements for the appeal hearing.

Following the appeal meeting, you will be informed of the outcome within seven calendar days. The outcome of this meeting will be final.

13. Sickness Policy

Statutory Sick Pay (SSP)

If you are sick for more than 3 days, you may be entitled to Statutory Sick Pay (SSP). This is a state scheme liable to taxation and deductions for National Insurance.

Any absence due to sickness, injury or accident should be covered by a self-certification form or medical certificate. Any sickness that continues for more than 7 consecutive days (including weekends) must be covered by a Statement of Fitness for Work, supplied by your doctor, justifying that absence.

If you remain absent from work, you must obtain a Statement of Fitness for Work from your doctor to cover the entire period of absence and it must state the reason for the absence. If you do not follow these rules you may lose your entitlement to SSP and may also be subject to disciplinary procedures in accordance with the Company's disciplinary policy.

If you comply with these rules and your earnings are sufficient to trigger entitlement to SSP, in accordance with relevant legislation and the terms within your Contract of Employment, you will be paid SSP. The Company reserves the right to require you to undergo a medical examination at the Company's expense.

Amount of SSP

The government fixes the rate of SSP, which is normally reviewed annually. To be entitled to SSP you must earn at least the equivalent of the Class 1 National Insurance Lower Earnings limit. SSP is subject to Income Tax and National Insurance deductions. The amount of SSP will be shown on your payslip.

Expected behaviour during sickness absence

If you are off work for sickness or injury, the Company will expect you to remain resting at home, unless specifically advised otherwise by your GP or other qualified medical advisor. You should refrain from any strenuous activity or activity that a reasonable person or Health Care professional would conclude inconsistent with the reason you are off work. You should comply with the directions of any Health Care professional.

You should not undertake any work or employment whether paid or unpaid or participate in any activity which a reasonable person or Health Care professional would find inconsistent with the reason you gave for being off work.

If you are on long term sick, you should still provide Doctors sick notes to confirm you are still unfit to work. Failure to do this may result in disciplinary action.

Drugs & Medicine

In the event of employee or workers requiring medicines or prescribed drugs whilst at work the following procedure must be adhered to. If the medicines are non-prescriptive, such as paracetamol, cold remedies and other "over the counter" products, they must be left with your personal belongings and should not be taken into any production areas. If your doctor prescribed the medicines, you must notify a Mercury Personnel Solutions Ltd representative who will then instruct you on the specific Drugs and Medicine policy for the client you are assigned to.

Medical Reports

We reserve the right, at any time during your employment, to require you to attend an independent medical examination, or to ask permission to contact your doctor or consultant for a report. You will be asked to give your prior written consent before we approach a doctor or consultant who is treating you and you will be given a form to sign which explains your rights and obligations under the Access to Medical Reports Act.

We would normally request such a report in the following circumstances, where you complain of an ongoing health problem which is affecting your ability to do your job; where you complain that any aspect of your job is creating a health problem; where your absence gives us cause for concern; where you have been absent for some time and there is doubt when you may be able to return to work.

We may also request a medical report if we are considering dismissal for either a long-term health problem or unsatisfactory attendance made up of reported short absences. In addition, if you have any health problem that could be considered a disability, we would wish to seek a report in order to obtain guidance on what, if any, reasonable adjustments should be made to assist you in performing your duties satisfactorily.

You are required to co-operate with our procedures, including providing medical advice, and ensuring we are kept informed of any developments in your treatment or condition.

Long-term Sickness

If you are absent from work for a period in excess of 4 weeks, we will normally make arrangements to see you, either at work or at home, to update ourselves with your progress and to ask for your permission to obtain a Doctor's or Consultant's report. You have the right to refuse permission, but it should be emphasised that the reason for this request is to help us manage the situation and it will usually be to your advantage to enable us to get further information about your likely date of return to work, whether any medical restrictions should be placed on your activities, and whether you have any condition which would be classed as a disability.

If your absence continues at a level that we deem unacceptable, or if it becomes evident that there is little likelihood of you returning to work, we will reassess the situation and it may be that you will be dismissed on health grounds. If dismissal is being considered, we will write to you, giving you advance notice of a formal meeting with you to discuss the situation.

Before reaching a decision, we will take into account the nature of your illness, any advice we have received from your doctor or consultant as to your return to work and future capabilities, your length of service with us, previous history, and performance. If your absence is for a reason related to a disability, we will also wish to explore any ways of accommodating you.

If a decision is taken to dismiss, this will be confirmed to you in writing.

Family Friendly Policies

Mercury Personnel Solutions Ltd is committed to providing a working environment which enables employee or workers to successfully balance work requirements with family commitments, whilst retaining a skilled and valued workforce.

The following policies explain the benefits for employee or workers and also details the procedure to be followed to ensure that rights to benefits are maintained. The aim of this policies and procedures is to inform employee or workers of their entitlement to statutory rights, of their right not to be discriminated against due to exercising these rights, and to ensure that they understand these rights.

If you have any queries regarding these policies or pay, please contact either a senior manager or the Payroll dept.

14. Maternity Policy

This procedure sets out the process that will be followed when an employee or worker informs the company that she is pregnant. It is advisable for you to inform a representative of Mercury Personnel Solutions Ltd as early as possible of your pregnancy to ensure that we can arrange for you to receive paid time-off for ante-natal care and to arrange for a risk assessment to take place.

The Company recognises that, from time to time, employee or workers may have questions or concerns relating to their maternity rights. It is the Company's policy to encourage open discussion with employee or workers to ensure that questions and problems can be resolved as quickly as possible. As the maternity provisions are complex, if an employee or worker becomes pregnant, she should clarify the relevant procedures with the office to ensure that they are followed correctly.

The following definitions are used in this policy:

"Expected week of childbirth" means the week, starting on a Sunday, during which the employee or worker's doctor or midwife expects her to give birth.

"Qualifying week" means the 15th week before the expected week of childbirth.

All pregnant employee or workers (regardless of length of service) have the right in law to take up to 26 weeks' ordinary maternity leave and up to a further 26 weeks' additional maternity leave and to resume work afterwards.

The employee or worker is therefore entitled to a total period of 52 weeks' maternity leave. Additional maternity leave follows on immediately from the end of the period of ordinary maternity leave.

All employees or workers who take maternity leave have the right to return to work at any time during either ordinary maternity leave or additional maternity leave (except during the first two weeks from the day of childbirth or four weeks in the case of factory workers), subject to their following the correct notification procedures as set out below.

Who qualifies for statutory maternity pay and how much will the Employee or Worker receive?

Employees or workers who have been continuously employed by the Company for at least 26 weeks at the end of their qualifying week and are still employed during that week, will also qualify for statutory maternity pay, providing that: they are still pregnant 11 weeks before the start of the expected week of childbirth (or have already given birth); they have provided a MAT B1 form stating their expected week of childbirth; and their average weekly earnings are not less than the lower earnings limit for national insurance contributions.

Statutory maternity pay is payable for up to 39 weeks, with the first six weeks payable at 90% of the employee or worker's average weekly earnings. The remaining 33 weeks is payable at a rate set by the Government for the relevant tax year, or at 90% of the Employee or Worker's average weekly earnings, if this figure is lower than the Government's set weekly rate. It is treated as earnings and is therefore subject to PAYE and national insurance deductions.

If the employee or worker becomes eligible for a pay rise between the start of the original calculation period and the end of her maternity leave (whether ordinary maternity leave or additional maternity leave), the higher or standard rate of statutory maternity pay will be recalculated to take account of the employee or worker's pay rise, regardless of whether statutory maternity pay has already been paid. This means that the employee or worker's statutory maternity pay will be recalculated and increased retrospectively, or that she may qualify for statutory maternity pay if she did not previously. The employee or worker will be paid a lump sum to make up any difference between statutory maternity pay already paid and the amount payable as a result of the pay rise.

Payment of statutory maternity pay cannot start prior to the 11th week before the employee or worker's expected week of childbirth. It can start from any day of the week in accordance with the date the Employee or Worker starts her maternity leave.

Statutory maternity pay is payable whether or not the employee or worker intends to return to work after her maternity leave.

Employees and workers who are not entitled to statutory maternity pay may be entitled to receive maternity allowance payable directly by the Government. If an employee or worker is not entitled to statutory maternity pay, the Company will provide the employee or worker with an SMP1 form to allow her to pursue a claim for maternity allowance.

Timing of maternity leave

Ordinary maternity leave can start at any time after the beginning of the 11th week before the employee or worker's expected week of childbirth (unless her child is born prematurely before that date in which case it will start earlier). Maternity leave will start on whichever date is the earlier of:

- the employee or worker's chosen start date;
- the day after the employee or worker gives birth; or
- the day after any day on which the employee or worker is absent for a pregnancy-related reason in the four weeks before the expected week of childbirth.

If the employee or worker gives birth before her maternity leave was due to start, she must notify the Company in writing of the date of the birth as soon as reasonably practicable.

The law obliges all employees and workers to take a minimum of two weeks of maternity leave immediately after the birth of the child (four weeks in the case of factory workers).

Notice requirements

On becoming pregnant, an employee or worker should notify her line manager as soon as possible. This is important as there are health and safety considerations for the Company.

By the end of the qualifying week, or as soon as reasonably practicable afterwards, the employee or worker is required to inform the Company in writing of:

- the fact that she is pregnant;
- her expected week of childbirth; and
- the date on which she intends to start her maternity leave.

The employee or worker must also provide a MAT B1 form, which is a certificate from a doctor or midwife confirming the expected week of childbirth. The form must have either the doctor's name and address or the midwife's name and registration number on it.

The employee or worker is permitted to bring forward her maternity leave start date, provided that she advises the Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee or worker may also postpone her maternity leave start date, provided that she advises the Company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The Company will formally respond in writing to the employee or worker's notification of her leave plans within 28 days, confirming the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave.

The employee or worker is required to give at least 28 days' notice of the date that she wants her statutory maternity pay to begin. If it is not possible for the employee or worker to give 28 days' notice, for example if the baby arrives early, she should tell the Company as soon as reasonably practicable.

Time off for antenatal care

Once an employee or worker has advised the Company that she is pregnant, she will be entitled not to be unreasonably refused paid time off work to attend antenatal appointments as advised by her doctor, registered midwife or registered health visitor.

In order to be entitled to take time off for antenatal care, the employee or worker is required to produce a certificate from her doctor, registered midwife or registered health visitor, stating that she is pregnant. Except in the case of the first appointment, the employee or worker should also produce evidence of the appointment, such as a medical certificate or appointment card, if requested to do so.

Antenatal care may include relaxation and parent craft classes that the employee or worker's doctor, midwife or health visitor has advised her to attend, in addition to medical examinations.

The employee or worker should endeavour to give her line manager as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

Health and safety

The Company has a duty to take care of the health and safety of all employees and workers. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have recently given birth or are breastfeeding where the work is of a kind that could involve a risk of harm or danger to her health and safety or the health and safety of her baby and the risk arises from either processes, working conditions or physical, chemical or biological agents in the workplace. If applicable, the Company will provide the employee or worker with information as to any risks identified in the risk assessment. If the risk assessment reveals that the employee or worker would be exposed to health hazards in carrying out her normal job duties, the Company will take such steps as are reasonably necessary to avoid those risks, such as altering the employee or worker's working conditions. In some cases, this may mean offering the employee or worker suitable alternative work (if available) on terms and conditions that are not substantially less favourable.

If it is not possible for the Company to alter the employee or worker's working conditions to remove the risks to her health and there is no suitable alternative work available to offer her on a temporary basis, the Company

may suspend her from work on maternity grounds until such time as there are no longer any risks to her health. This may be for the remainder of her pregnancy until the commencement of her maternity leave. If an employee or worker is suspended in these circumstances, her employment will continue during the period of the suspension and it does not in any way affect her statutory or contractual employment and maternity rights. The employee or worker will be entitled to her normal salary and contractual benefits during the period of her suspension, unless she has unreasonably refused an offer of suitable alternative employment.

Sickness absence

If an employee or worker is absent from work during pregnancy owing to sickness, she will receive normal statutory sick pay in the same manner as she would during any other sickness absence provided that she has not yet begun ordinary maternity leave. If, however, the employee or worker is absent from work due to a pregnancy-related illness after the beginning of the fourth week before her expected week of childbirth, her maternity leave will start automatically.

If the employee or worker is absent from work wholly or partly because of pregnancy during the four weeks before the expected week of childbirth, she must notify the Company in writing of this as soon as reasonably practicable.

Rights during maternity leave

During ordinary maternity leave and additional maternity leave, all terms and conditions of the employee or worker's contract except normal pay will continue. Wages will be replaced by statutory maternity pay if the employee or worker is eligible for it.

This means that, while sums payable by way of wages will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue, and pension contributions will continue to be paid.

Employees or workers are encouraged to take any outstanding holiday due to them before the commencement of maternity leave. Employees or workers are reminded that holiday must be taken in the year that it is earned.

Contact during maternity leave

The Company reserves the right to maintain reasonable contact with employees or workers during maternity leave. This may be to discuss employee or workers' plans for return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

Keeping-in-touch days

Employee or Workers can agree to work for the Company (or to attend training) for up to 10 days during their maternity leave without that work bringing their maternity leave to an end and without loss of a week's statutory maternity pay. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

The Company has no right to require employee or workers to carry out any work and employees or workers have no right to undertake any work during their maternity leave. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between employees or workers and the Company.

Returning to work after maternity leave

The employee or worker may return to work at any time during ordinary maternity leave or additional maternity leave, provided that she gives the appropriate notification. Alternatively, the employee or worker may take her full period of maternity leave entitlement and return to work at the end of this period. If the employee or worker wishes to return before the full period of maternity leave has elapsed, she must give at least eight weeks' notice in writing to the Company of the date on which she intends to return.

The employee or worker has the right to resume working in the same job if returning to work from ordinary maternity leave. If the employee or worker returns to work after a period of additional maternity leave, she is entitled to return either to the same job or, if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favorable.

Failure to return to work by the end of maternity leave will be treated as an unauthorised absence unless the employee or worker is sick and produces a current medical certificate before the end of the maternity leave period.

If the employee or worker decides during maternity leave that she does not wish to return to work, she should give written notice of resignation to the Company as soon as possible and in accordance with the terms of her contract of employment.

Transfer of maternity leave

If an employee or worker proposes to return to work by giving proper notification, her spouse, civil partner or partner may be eligible to take additional paternity leave (and additional statutory paternity pay) once she has returned to work.

The earliest that additional paternity leave may commence is 20 weeks after the date on which the child is born and it must end no later than 12 months after the date of birth. The minimum period of additional paternity leave is two consecutive weeks and the maximum period is 26 weeks.

Further details should be obtained from the employee or worker's spouse's or partner's employer. She will be required to submit a written and signed declaration form to that employer, which may also make additional enquiries of the Company to verify its employee or worker's entitlement to additional paternity leave and pay.

15. Paternity Leave Policy

Mercury Personnel Solutions Ltd aims to support all parents in the workforce. This policy sets out the procedure to be followed when an Employee or Worker wishes to take paternity leave.

Introduction

This policy sets out the statutory rights and responsibilities of employees and workers who wish to take paternity leave.

Ordinary paternity leave

An employee or worker whose wife, civil partner or partner gives birth to a child, or who is the biological father of the child, is entitled to two weeks' ordinary paternity leave provided that he/she has 26 weeks' continuous service by the end of the 15th week before the week in which the child is expected.

Ordinary paternity leave is also available to adoptive parents where a child is matched or newly placed with them for adoption. A separate policy is available in respect of adoption leave.

To qualify for ordinary paternity leave, the employee or worker must also have, or expect to have, responsibility for the upbringing of the child and be making the request to help care for the child or to support the child's mother.

Ordinary paternity leave is granted in addition to an employee or worker's normal annual holiday entitlement. Ordinary paternity leave must be taken in a single block of one or two weeks within eight weeks of the birth or adoption of the child. If the child is born early, it must be taken from the time of the birth but within eight weeks of the expected date of childbirth. Ordinary paternity leave can start either from the date the child is born or placed for adoption or from a chosen number of days or weeks after that date.

Notification of ordinary paternity leave

Where an employee or worker wishes to request ordinary paternity leave in respect of a birth child, he/she must give his/her line manager 15 weeks' written notice of the date on which his/her partner's baby is due, the length of ordinary paternity leave he/she wishes to take and the date on which he/she wishes the leave to commence.

If an Employee or Worker subsequently wishes to change the timing of the ordinary paternity leave, he/she must give 28 days' written notice of the new dates. The employee or worker must also, if so requested, complete and sign a self-certificate declaring that he/she is entitled to ordinary paternity leave and ordinary statutory paternity pay.

Ordinary statutory paternity pay

Pay during ordinary paternity leave will be at a rate set by the Government for the relevant tax year, or at 90% of the employee or worker's average weekly earnings, if this figure is lower than the Government's set weekly rate. However, employees or workers whose average weekly earnings are below the lower earnings limit for national insurance contributions will not be eligible for ordinary statutory paternity pay.

Statutory paternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Statutory paternity pay can start from any day of the week in accordance with the date the employee or worker starts his/her paternity leave.

Additional paternity leave

Eligible employees or workers may take up to 26 weeks' additional paternity leave within the first year of their child's life provided that the mother has returned to work.

The earliest that additional paternity leave can commence is 20 weeks after the date on which the child is born, or 20 weeks after the date of placement of the child for adoption, and it must end no later than 12 months after that date. Additional paternity leave must be taken as a single block in multiples of complete weeks. The minimum period is two consecutive weeks and the maximum period is 26 weeks.

Additional paternity leave will generally commence on the employee or worker's chosen start date specified in his/her leave notice, or in any subsequent variation notice (see "Notification of additional paternity leave" below).

During the period of additional paternity leave, the employee or worker's contract of employment continues in force and he/she is entitled to receive all his/her contractual benefits, except for salary. Contractual annual leave entitlement will continue to accrue.

Pension contributions will continue to be made during any period when the employee or worker is receiving statutory paternity pay but not during any period of unpaid additional paternity leave. Employees or workers contributions will be based on actual pay, while employer contributions will be based on the salary that the employee or worker would have received had he/she not gone on additional paternity leave.

Employees or workers are encouraged to take any outstanding annual leave due to them before the commencement of additional paternity leave. Employee or workers are reminded that holiday must be taken in the year that it is earned and therefore if the holiday year is due to end during additional paternity leave, the Employee or Worker should take his/her outstanding entitlement before starting his/her additional paternity leave.

Eligibility for additional paternity leave

In order to be eligible for additional paternity leave, an employee or worker must satisfy each of the following criteria:

- He/she must be the father of the child or married to, the civil partner of, or the partner of, the child's mother, or married to, the civil partner of, or the partner of, the primary adopter, and, in the case of a birth child, expect to have the main responsibility for the upbringing of the child (apart from the mother's responsibility). In the case of adoption, he/she must have been matched with the child for adoption. In both cases, he/she must be taking the leave to care for the child.
- He/she must have a minimum of 26 weeks' service, as at the end of the 15th week before the week in which the child is due to be born or, in respect of an adopted child, as at the end of the 15th week before the week in which he/she was notified of having been matched with the child.
- He/she must remain in continuous employment until the week before the first week of additional paternity leave.
- The mother of the child must be entitled to one or more of maternity leave, statutory maternity pay or maternity allowance. In the case of adoption, the primary adopter must be entitled to one or both of adoption leave or statutory adoption pay. The mother or primary adopter must have returned to work.

Notification of additional paternity leave

Where an employee or worker wishes to request additional paternity leave and pay, he/she must give his/her line manager eight weeks' written notice of the date on which he/she wishes to take the leave and, if applicable, additional statutory paternity pay to commence. The request form must be in writing and specify, in the case of a birth child, the date on which the child was expected to be born and the actual date of birth or, in the case of an adopted child, the date on which the employee or worker was notified of having been matched with the child and the date of placement for adoption. In both cases, the notice must also specify the employee or worker's name and intended start date and end date of additional paternity leave and statutory paternity pay.

The employee or worker must also submit a written and signed self-certification form not less than eight weeks before the proposed start date of additional paternity leave and pay stating that the purpose of the additional paternity leave/statutory paternity pay period is to care for the child and that he/she satisfies the relationship eligibility conditions for additional paternity leave and pay.

At the same time, the mother or primary adopter must submit a written and signed declaration form stating:

- his/her name, address and national insurance number;
- the date that he/she intends to return to work;
- that he/she has given notice to his/her employer of returning to work;
- that he/she is entitled to statutory maternity pay, maternity allowance or statutory adoption pay;
- the start date of his/her maternity or adoption pay period;
- confirmation that the employee or worker satisfies the relationship eligibility conditions;
- that he/she consents to the Company processing the information contained in the declaration form; and
- that the employee or worker is to his/her knowledge the sole applicant for additional statutory paternity pay and, in the case of a birth child, also that the employee or worker is to his/her knowledge the only person exercising the entitlement to additional paternity leave in respect of the child.

On request by the company, the employee or worker must produce the name and business address of the mother's or primary adopter's employer and a copy of the child's birth certificate or, in the case of an adopted child, evidence of the name and address of the adoption agency, the date on which he/she was notified of having been matched with the child and the date on which the agency expects to place the child for adoption. The employee or worker must supply this information within 28 days of it being requested.

The employee or worker is permitted to bring forward his/her additional paternity leave start date, provided that he/she advises the Company in writing at least six weeks before the new start date or, if that is not possible, as soon as reasonably practicable. The employee or worker may also postpone his/her additional paternity leave start date, or cancel his/her additional paternity leave altogether, provided that he/she advises the Company in writing at least six weeks before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The company will formally respond in writing to the employee or worker's notification of his/her additional paternity leave plans within 28 days, confirming the relevant start and end dates of additional paternity leave and pay.

Additional statutory paternity pay

Additional statutory paternity pay may be payable during some or all of additional paternity leave, depending on the length and timing of the leave. An employee or worker is entitled to additional statutory paternity pay if:

- he/she is the father of the child or married to, the civil partner of, or the partner of, the child's mother, or married to, the civil partner of, or the partner of, the child's primary adopter, and, in the case of a birth child, expects to have the main responsibility for the upbringing of the child (apart from the mother's responsibility) or, in the case of adoption, has been matched with the child for adoption, and in either case intends to care for the child during the additional statutory paternity pay period;
- he/she has a minimum of 26 weeks' service, as at the end of the 15th week before the week in which the child is due to be born or, in respect of an adopted child, as at the end of the 15th week before the week in which he/she was notified of having been matched with the child (the "relevant week");
- he/she remains in continuous employment until the week before the additional statutory paternity pay period begins;
- his/her average weekly earnings for the period of eight weeks ending with the relevant week are not less than the lower earnings limit for national insurance contributions;

- the mother is entitled to statutory maternity pay or maternity allowance or, in the case of adoption, the primary adopter is entitled to statutory adoption pay, and the mother or primary adopter has returned to work;
- the mother or primary adopter has at least two weeks of his/her maternity or adoption pay period that remains unexpired; and
- he/she gives proper notification in accordance with the rules set out above.

Any statutory paternity pay due during additional paternity leave will be paid at a rate set by the Government for the relevant tax year, or at 90% of the employee or worker's average weekly earnings, if this figure is lower than the Government's set weekly rate.

Statutory paternity pay is payable whether or not the employee or worker intends to return to work after his/her additional paternity leave.

Contact during additional paternity leave

Shortly before an employee or worker's additional paternity leave starts, the company will discuss the arrangements for him/her to keep in touch during his/her leave, should he/she wish to do so. The company reserves the right in any event to maintain reasonable contact with the employee or worker from time to time during his/her additional paternity leave. This may be to discuss the employee or worker's plans for return to work, to discuss any special arrangements to be made or training to be given to ease his/her return to work or simply to update him/her on developments at work during his/her absence.

Keeping-in-touch days during additional paternity leave

An employee or worker can agree to work for the company (or to attend training) for up to 10 days during additional paternity leave without that work bringing the period of his/her additional paternity leave and pay to an end. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

The company has no right to require the employee or worker to carry out any work, and the employee or worker has no right to undertake any work, during his/her additional paternity leave. Any work undertaken, including the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between the Company and the employee or worker. Any keeping-in-touch days worked do not extend the period of additional paternity leave. Once the keeping-in-touch days have been used up, the employee or worker will lose any further entitlement to statutory paternity pay for any week in which he/she agrees to work for the Company. It may also bring the additional paternity leave period to an end.

Returning to work after additional paternity leave

The employee or worker will have been formally advised in writing by the company of the end date of his/her additional paternity leave. The employee or worker is expected to return on the next working day after this date, unless he/she notifies the Company otherwise. If he/she is unable to attend work at the end of additional paternity leave due to sickness or injury, the Company's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

If the employee or worker wishes to return to work earlier than the expected return date, he/she must give the Company at least six weeks' notice of his/her date of early return, preferably in writing. If he/she fails to do so, the Company may postpone his/her return to such a date as will give the Company six weeks' notice, provided that this is not later than the expected return date.

If the employee or worker decides not to return to work after additional paternity leave, he/she must give notice of resignation as soon as possible and in accordance with the terms of his/her contract of employment. If the notice period would expire after additional paternity leave has ended, the Company may require the employee or worker to return to work for the remainder of the notice period.

Rights on and after return to work

On resuming work after both ordinary and additional paternity leave (in the latter case where it was an isolated period of leave or taken with certain other types of statutory leave), the employee or worker is entitled to return to the same job as he/she occupied before commencing paternity leave on the same terms and conditions of employment as if he/she had not been absent.

16. Parental Leave Policy

Mercury Personnel Solutions Ltd is committed to supporting parents in the workforce. This policy sets out the procedures to be followed when an employee or worker requests to take parental leave.

Introduction to parental leave

An employee or worker is entitled to up to 18 weeks' unpaid parental leave per child if he/she:

- is the parent of a child who is under five years of age;
- has adopted a child under the age of 18 (the right to parental leave lasts for a period of five years from the date of adoption or until the child's 18th birthday, whichever is the sooner); or
- has acquired formal parental responsibility for a child who is under five years of age.

An employee or worker who is the parent or adoptive parent of a child who has been awarded disability living allowance or personal independence payment is entitled to up to 18 weeks' unpaid parental leave, which can be taken up to the child's 18th birthday.

To qualify for parental leave, employees and workers must have completed at least one year's continuous service with the Company.

Rights during parental leave

Qualifying employees or workers will be entitled to a maximum of 18 weeks' parental leave to be taken up until the child's fifth birthday (unless the child is adopted or disabled - see above). During parental leave the employee or worker will remain employed, although pay and most contractual benefits will be suspended. The right to accrue statutory holiday entitlement will, however, remain in place. Certain other terms of employment will remain in force. During parental leave employees or workers will be entitled to the implied obligation of trust and confidence, and any terms and conditions of employment relating to:

- notice of termination;
- redundancy compensation; and
- disciplinary or grievance procedures.

Employees or workers taking parental leave will be bound by the implied obligation of good faith, and any terms and conditions of employment relating to:

- notice of termination;
- disclosure of confidential information;
- the acceptance of gifts or other benefits; and
- participation in any other business.

Conditions of leave

The company has adopted the default scheme for the taking of parental leave and the following conditions apply.

An employee or worker may not exercise any entitlement to parental leave unless he/she has complied with any request made by the company to produce evidence as to: his/her entitlement (e.g. parental responsibility or expected responsibility for the child in question; the child's date of birth or date on which placement for adoption began; or, where the employee or worker is exercising a right in relation to a disabled child, details of the child's entitlement to disability living allowance or personal independence payment).

The employee or worker must give proper notice of the period of leave that he/she proposes to take. This notice must be given to the Company at least 21 days before the date on which leave is to start and must specify the dates on which the period of leave is to begin and end.

Where the employee or worker is the father of the child in respect of whom the leave is to be taken and he requests parental leave to begin when his child is born, his notice must specify the expected week of childbirth and the duration of the period of leave. The employee or worker must give this notice at least 21 days before the expected week of childbirth.

Where the parental leave is in respect of an adopted child and is to begin on the date of the placement, the employee or worker's notice must be given to the Company at least 21 days before the beginning of the week in which the child is to be placed for adoption, or as soon as is reasonably practicable thereafter. It must specify the week in which the placement is expected to occur and the duration of the period of parental leave requested.

The company may postpone a period of parental leave (other than where parental leave has been requested immediately after childbirth or immediately after placement for adoption) where the Company considers that its business would be unduly disrupted if the employee or worker were to take leave during the period requested. In such a case, the Company will allow the employee or worker to take an equivalent period of parental leave beginning no later than six months after the commencement of the period originally requested. The Company will give notice in writing of the postponement stating the reason for it and specifying suggested dates for the employee or worker to take parental leave. Such notice will be given no more than seven days after the employee or worker's notice was given to the Company.

Employee or Workers may not take parental leave in blocks of less than one week (except in relation to a child who is disabled).

Employees or workers may not take more than four weeks' leave in respect of any individual child in any year. For these purposes a year is the period of 12 months beginning when the Employee or Worker first becomes entitled to parental leave in respect of the child in question, and each successive period of 12 months beginning on the anniversary of that date.

Return from leave

At the end of parental leave, the employee or worker will be entitled to return to the same job, provided that the leave was for a period of four weeks or less (and did not follow on immediately from a period of additional maternity or adoption leave). If the period of parental leave was longer than four weeks (or followed on immediately from a period of additional maternity or adoption leave), then the employee or worker will be entitled to return to the same job or, if that is not practicable, to a similar job that has the same or better status, terms and conditions as the previous job.

17. Flexible Working Policy

Mercury Personnel Solutions Ltd is committed to assisting employees and workers in balancing the demands on them outside of work with their work duties. The following procedure will be followed when considering requests for flexible working:

From 30 June 2014, all employees who have a minimum of 26 weeks' continuous service have the right to request flexible working and to have their request considered seriously by their employer.

Making a request for flexible working

A request for flexible working could include a request for a change to the number of hours that the employee works, a request for a change to the pattern of hours worked, a request to job share or a request to perform some or all of the work from the employees home.

All requests must be made in writing by filling in the Flexible Working Request Form which is available from the office. Any request made under this policy must include:

- the date of the application;
- the changes that the employee is seeking to his/her terms and conditions;
- the date on which the employee would like the terms and conditions to come into effect;
- what effect the employee thinks the requested change would have on the Company;
- how, in his/her opinion, any such effect might be dealt with;
- a statement that this is a statutory request;
- whether or not the employee has made a previous application for flexible working; and
- if the employee has made a previous request, when the employee made that application.

Where the request is being made by a disabled person as part of a request for a reasonable adjustment to his/her working arrangements, the employee should state this in the written application.

Responding to the Request

When a request for flexible working is received, a meeting will be arranged to discuss the request with the employee within 28 days. The employee has the right to be accompanied at the meeting by a work colleague. At the meeting the request will be discussed, and options will be considered.

Outcome of a flexible working request

After the meeting, your line manager will consider the proposed flexible working arrangements carefully, weighing up the potential benefits to you and to the Company against any adverse impact of implementing the changes. Each request will be considered on a case-by-case basis: agreeing to one request will not set a precedent or create the right for another employee to be granted a similar change to his/her working pattern.

The employee will be informed in writing of the decision as soon as is reasonably practicable after the meeting, but no later than 14 days after the meeting. The request may be granted in full or in part: for example, the Company may propose a modified version of the request, the request may be granted on a temporary basis, or the employee may be asked to try the flexible working arrangement for a trial period. The employee will be given the right to appeal the decision if the employees request is not upheld or is upheld in part.

Reasons for turning down a flexible working request

The line manager will give reasons for the rejection of any request. Those reasons must be for one or more prescribed business reasons, which are:

- the burden of additional costs;
- an inability to reorganise work among existing staff;
- an inability to recruit additional staff;
- a detrimental impact on quality;
- a detrimental impact on performance;
- a detrimental effect on ability to meet customer demand;
- insufficient work for the periods the Employee or Worker proposes to work; and
- a planned structural change to the business.

If the request is refused the reason for the refusal will be explained.

Flexible working requests that are granted

If the request is upheld, the employee and the line manager will discuss how and when the changes will take effect. Any changes to terms and conditions will be put in writing and sent to the employee as an amendment to his/her written statement of terms and conditions of employment as soon as is reasonably practicable.

18. Adoption Policy

Mercury Personnel Solutions Ltd will support any employee or worker who adopts a child. This policy sets out the entitlement to adoption leave.

Introduction to adoption rights and benefits

This policy sets out the rights of Employee or Workers to statutory adoption leave and pay.

An employee or worker who adopts a child through an approved adoption agency is entitled to up to 52 weeks' adoption leave, provided that he/she has at least 26 weeks' continuous service calculated as at the week in which notification of matching is given by the adoption agency.

The employee or worker's entitlement is to take up to 26 weeks' ordinary adoption leave followed immediately by up to 26 weeks' additional adoption leave. The employee or worker's maximum entitlement is therefore to take up to 52 weeks' adoption leave.

All employees or workers who take adoption leave have the right to return to work at any time during either ordinary adoption leave or additional adoption leave, subject to their following the correct notification procedures as set out below.

Who qualifies for statutory adoption pay and how much will the employee or worker receive?

Employees and workers who qualify for adoption leave will also qualify for statutory adoption pay, provided that their average weekly earnings are not less than the lower earnings limit for national insurance contributions. Statutory adoption pay is payable for up to 39 weeks at a rate set by the Government for the relevant tax year, or at 90% of the Employee or Worker's average weekly earnings, if this figure is lower than the Government's set weekly rate.

Statutory adoption pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Timing of adoption leave

Adoption leave can start on the day the child is placed for adoption, or up to 14 days earlier.

To make administration as easy as possible, the employee or worker should discuss the timing of his/her adoption leave with his/her immediate manager as early as possible.

Notice requirements

To be entitled to take adoption leave and receive statutory adoption pay, the employee or worker is required to give the Company written notification of his/her intention to take adoption leave no later than seven days after the date on which notification of the match with the child was provided by the adoption agency. Notice, which must be in writing if the Company requests it, must specify the date the child is expected to be placed with the employee or worker for adoption and the date the employee or worker intends his/her adoption leave to start.

The employee or worker is permitted to bring forward his/her adoption leave start date, provided that he/she advises the Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee or worker may also postpone his/her adoption leave start date, provided that he/she advises the company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable. The employee or worker must also, if the Company requests it, provide evidence of entitlement to adoption leave and pay by producing a "matching certificate" from the adoption agency.

Within 28 days of receiving the employee or worker's notice of intention to take adoption leave, the Company will write to the Employee or Worker confirming the latest date on which the employee or worker must return to work after adoption leave.

Rights during adoption leave

During ordinary adoption leave and additional adoption leave, all terms and conditions of the employee or worker's contract except normal pay will continue. Wages will be replaced by statutory adoption pay if the employee or worker is eligible for it.

This means that, while sums payable by way of wages will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue, and pension contributions will continue to be paid.

Employees and workers are encouraged to take any outstanding holiday due to them before the commencement of adoption leave. Employees and workers are reminded that holiday must be taken in the year that it is earned.

Contact during adoption leave

The Company reserves the right to maintain reasonable contact with employee or worker during adoption leave. This may be to discuss the employee or workers' plans for return to work, to discuss any special arrangements

to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

Keeping-in-touch days

Employees and workers can agree to work for the Company (or to attend training) for up to 10 days during their adoption leave without that work bringing their adoption leave to an end and without loss of a week's statutory adoption pay. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

The Company has no right to require employees and workers to carry out any work and employees and workers have no right to undertake any work during their adoption leave. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between employees or workers and the company.

Returning to work after adoption leave

The employee or worker may return to work at any time during ordinary adoption leave or additional adoption leave, provided that he/she gives the appropriate notification. Alternatively, the employee or worker may take his/her full period of adoption leave entitlement and return to work at the end of this period. If the Employee or Worker wishes to return before the full period of adoption leave has elapsed, he/she must give at least eight weeks' notice in writing to the company of the date on which he/she intends to return.

The employee or worker has the right to resume working in the same job if returning to work from ordinary adoption leave. If the employee or worker returns to work after a period of additional adoption leave, he/she is entitled to return either to the same job or, if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favorable.

Failure to return to work by the end of adoption leave will be treated as an unauthorised absence unless the employee or worker is sick and produces a current medical certificate before the end of the adoption leave period.

If the employee or worker decides during adoption leave that he/she does not wish to return to work, he/she should give written notice of resignation to the company as soon as possible and in accordance with the terms of his/her contract of employment.

19. Time Off for Caring for Dependants Policy

Mercury Personnel Solutions Ltd operates the following policy in relation to emergency situations involving dependents. It explains the right to take time off to manage unexpected or sudden problems relating to a dependent and make any necessary longer-term arrangements.

Circumstances in which right to time off for dependents applies

All employees and workers (irrespective of length of service, and whether they are part time or full time) are entitled to take a reasonable amount of time off during working hours to take necessary action:

- to provide assistance when a dependent falls ill, gives birth or is injured or assaulted;
- to make arrangements for the provision of care for an ill or injured dependent;
- in consequence of the death of a dependent;
- because of the unexpected disruption or termination of arrangements for the care of a dependent;
- to deal with an incident that involves their child and occurs unexpectedly while the child is at school/school/another educational establishment.

A dependent is:

- a spouse;
- a civil partner;
- a child;
- a parent;
- a person who lives with the Employee or Worker other than as his/her Employee or Worker, tenant, lodger or boarder;

- any other person who would reasonably rely on the Employee or Worker for assistance if he/she fell ill or was injured or assaulted, or who would rely on the Employee or Worker to make arrangements for the provision of care in the event of illness or injury; or
- in relation to the disruption or termination of care for a dependent, any other person who reasonably relies on the Employee or Worker to make arrangements for the provision of care.

Procedure

An employee or worker who needs to take time off for dependents should contact his/her line manager at the earliest opportunity. If the employee or worker becomes aware of an emergency situation while at work, he/she should immediately speak to his/her line manager about leaving work early. The employee or worker should explain:

- the reason for the absence; and
- how long he/she expects to be absent from work.

If the employee or worker's line manager is unavailable, he/she must speak to an equivalent or more senior manager.

If the employee or worker is unable to contact the manager before taking time off for dependents, he/she should contact the manager as soon as possible.

The employee or worker must inform the line manager as soon as possible of any change in the anticipated date of his/her return to work.

Pay

There is no statutory entitlement to receive pay while taking time off for dependents. Therefore, the Company does not pay employees or workers for any time off for dependents.

How much time off can be taken?

The right to time off for dependents will, in most cases, be one or two days. The employee or worker must actively seek alternative longer-term arrangements for the care of a dependent as soon as possible after the emergency occurs.

If the employee or worker is unable to make alternative arrangements, he/she must contact the line manager and explain why further absence is required. If further time off no longer qualifies as time off for dependents, it is at the absolute discretion of the Company whether or not to grant [annual leave/discretionary unpaid leave] at short notice.

Failure to return from a period of time off for dependents may be treated as a disciplinary matter. Employee or Workers who need to care for a dependent in circumstances falling outside the right to take time off for dependents should refer to the Companies policy on flexible working.

Providing false information

If an Employee or Worker knowingly provides false information in relation to taking time off for dependents, this may be treated as a disciplinary matter, which could potentially amount to gross misconduct, rendering the Employee or Worker liable to summary dismissal.

20. Health & Safety Policy

It is the Company's policy to do everything which is reasonably practical to ensure the health, safety and general welfare of its employee or workers. We ask all members of staff to co-operate fully in carrying them out.

The Employer may delegate some of those responsibilities to other staff but will retain responsibility for the overall effectiveness of the policy. Responsibilities have been allocated as follows:

The Employer:

- a) The writing and updating of the Health and Safety Policy.
- b) The provision of safe equipment and safe use of that equipment during employment.
- c) Liaison with the Health & Safety Executive in terms of new requirements.
- d) The provision of the necessary staff training to meet Health & Safety requirements.
- e) To ensure all accidents are considered and investigated if necessary. To ensure that following such an investigation a report is produced, proper records are kept and if appropriate notification is completed.
- f) Completion of all accident reports and their consideration prior to entry in the Master Accident Book.
- g) To ensure a regular check is made of all the fire extinguishers to ensure that they are present and charged.
- h) To ensure the Accident Book and Accident Report Forms are readily available to all staff.
- i) To ensure the First Aid Kit is fully stocked and to issue items as required.
- j) Telephone Fire Brigade in the event of a fire on the premises or to notify an ambulance or doctor if required in the case of an accident.

Employees or Workers:

- a) In the event of a fire to notify a Fire Marshall immediately and to take any other necessary action including telephoning the Fire Brigade, effecting the fire alarm system and notifying all other employee or workers.
- b) To ensure that any injury or dangerous occurrence is reported to the Health & Safety Manager. If any employee or worker notices any piece of machinery, equipment, fixture or fitting or any other object that may, in the opinion of the employee or worker, cause any accident, no matter how slight, it must be brought to the attention of the Health & Safety Manager. This will enable the Health & Safety Manager to inspect the relevant item and, where appropriate, carry out any necessary repair or replacement.
- c) To ensure that the procedure for notifying the Health & Safety Manager of any accident or fire are complied with.

New Employees or Workers shall:

In addition to the provisions above in relation to employee or workers, new employees or workers shall:

- a) Be inducted in all relevant health and safety requirements before working unsupervised.
- b) Ensure that they have read and fully understand instructions in the event of fire or other serious imminent danger.
- c) Familiarise themselves with the Companies accident reporting procedure

Accident Reporting Procedures

In the case of all accidents you are to ensure that the Manager responsible is informed. All workplace accidents, however minor, must be recorded in an accident book. Apart from being a legal requirement, this enables us to investigate any more serious or frequently occurring types of accidents to ensure that they do not re-occur. Therefore, all staff are expected to comply with the following procedures in the event of an accident.

Upon informing the Manager responsible you are to ensure that a written report and record is completed. The written record should include the following:

- a) The date and time of the accident.
- b) The full name of the person affected.
- c) The nature of any injury or other condition.
- d) The place where the accident happened.
- e) A brief description of the circumstances

All employees and workers are expected to report accidents in a timely and accurate manner. In the event that an employee or worker fabricates or falsely reports the details of an accident, we reserve the right to take disciplinary action, which could result in dismissal

In the event of any employee or worker being taken to hospital as a result of an accident at work the Manager responsible must be informed immediately. The period of hospitalisation must be brought to the attention of the Manager concerned. The Employer has a duty pursuant to the Health & Safety Regulations to notify the Health & Safety Executive of any period of hospitalisation in excess of 24 hours. It is important that this information is conveyed to the Manager responsible.

21. Hygiene Policy

All staff should arrive to work clean and presentable. It is employees and workers responsibility to ensure that the PPE/Food coats, if worn, are washed at regular intervals (recommend as a minimum weekly), in non-scented and non-biological washing powder at 60oC and must not be washed with additional dirty garments. In assignments where you are working with food products that will be eaten by members of the public, we have a responsibility to prevent the products from becoming contaminated by foreign matter or bacteria.

Food can become contaminated by:

- a) Dirty hands, fingernails and hair
- b) Infected & injured personnel (coughs/diarrhoea/blood etc.)
- c) Dirty Machines & lines
- d) Infected fruit running over the same line
- e) Unauthorised items taken into the production areas

In addition to Mercury Personnel Solutions Ltd.'s Hygiene Policy, all employees and workers should make themselves aware of our own client's factory rules for Hygiene. Daily hygiene audits shall take place whilst you are on assignment to monitor the condition of staffs work ware/hygiene and PPE. Non-conforming clothing will be unacceptable and will be removed or replaced and could lead to disciplinary action.

- a) No jewellery should be worn except for plain wedding rings to be worn in the pack house or production areas. If jewellery cannot be removed for medical or religious reason, it should not be exposed or have any food safety risk. Rings and studs in exposed parts of the body (including the tongue) must not be worn. Wedding bands should be removed or covered if the employee or worker is working with machinery
- b) Always wash your hands thoroughly – before handling food; e.g. on entry to food handling areas, after eating, smoking, using the toilet, touching or picking up items from the floor, tying laces, after blowing your nose, touching your face/nose, coughing/sneezing into your hands or handling unsuitable materials.
- c) Hairnets must be worn under your hat. Ensure all the hair is covered and ears are fully enclosed by the hairnet.
- d) Nails should be kept clean and short. Do not wear nail varnish/nail extensions (acrylic or other) or false eye lashes in the pack house/ production areas.
- e) Cover any wound with a BLUE plaster. Report any contagious or infectious illness to your Manager before starting work.
- f) Smoking or Vaping - There should be a designated smoking area allocated for staff that wishes to smoke or Vape on their scheduled breaks. This is the only place that you should smoke/Vape whilst on assignment.

22. Drug and Alcohol Policy

General Statement

This Company is committed to ensuring a safe, healthy and productive working environment and to minimising problems arising from the misuse of drugs and alcohol at work. The aim of this policy has been developed to actively promote the health and well-being of all employees and workers.

Its purpose is to ensure that:

- a) All employees and workers understand the dangers and harmful effects of drug and alcohol misuse
- b) All employees and workers are aware of their responsibilities regarding drug and alcohol at work
- c) Problems are identified and dealt with appropriately at the earliest stage possible

- d) Support and assistance are offered to those having a drug or alcohol problem which affects their work performance
- e) To reduce the risk of incidents in the workplace that are caused by drugs or alcohol
- f) To ensure that employees and workers are aware that any breach of the policy may result in disciplinary action being taken.

Scope and Responsibility

This policy applies to all employees and workers at all levels. It has been developed in conjunction with employees and workers, their representatives and all interested parties. All employees and workers are responsible for adhering to the policy and reporting breaches of the policy. Managers at all levels are responsible for administering, monitoring and reviewing the policy.

Definition

Drug and alcohol problems in the context of this policy are defined as: "Behaviour resulting from the misuse of alcohol, illegal drugs and other substances which harm or have the potential to harm the individual (both physically and mentally) and, through the individual's actions, other people and the environment".

This definition does not apply in cases where an employee or worker is unable to perform their duties satisfactorily as a result of an isolated incident of drug or alcohol misuse. The response of a manager in these cases is to refer to the disciplinary procedures and proceed accordingly.

Rules and Procedures

- a) No employee or worker shall report for work while under the influence of drugs or alcohol.
- b) No employee or worker may possess, consume, sell or give away illegal drugs whilst at work or in the course of their employment.
- c) Nothing in this policy and procedures or their application shall be construed so as to prevent or inhibit the law.
- d) Employees and workers who are found to be under the influence of drugs or alcohol will be liable for dismissal, regardless of the circumstances.
- e) Procedures will ensure that all employees and workers are aware of the drug and alcohol policy, its aims and safeguards.
- f) All employees and workers should be assured that advice, assistance and encouragement will be offered to anyone identified as possibly having a drug or alcohol problem that may adversely affect their work.
- g) Employees and workers may request help voluntarily, through peers or management and may bring a colleague to discussions for support.
- h) The employees and workers will be advised of the consequences if help is refused or a relapse occurs

Disciplinary Action

Assistance under this policy does not apply to anyone who, because of drug or alcohol misuse behaves in a manner contrary to the standards of conduct required by this Company. Such behaviour is dealt with in accordance with normal disciplinary procedures. In such cases the employee or worker may be dismissed in accordance with the Disciplinary Procedure.

Information, Education and Training

The Company is fully committed to providing all employees and workers with general information about drugs and alcohol and induction programs incorporating drug and alcohol awareness. Specific education, training, discipline and support programs are also provided to managers and supervisors to help them recognize problems and deal with the consequences.

Confidentiality

All discussions with employees and workers are confidential subject to the provisions of the law and the confidential nature of any records of employees and workers with a drug or alcohol-related problem is strictly maintained.

23. Equal Opportunity Policy

Equal Opportunity

Mercury Personnel Solutions Ltd has a policy of Equal Opportunity for all its employees and workers. That is an easy thing to proclaim as a policy, but it does require a commitment by the employer and its employees and workers.

No employee or worker, applicant for employment or agent used by the employer should be discriminated against, harassed, victimised or disadvantaged on the grounds of their:

- a) Age
- b) Colour
- c) Disability
- d) Ethnic or National Origin
- e) Marital Status
- f) Race
- g) Religion
- h) Sex
- i) Sexual Orientation

Any action in breach of this policy will be treated seriously and subject to disciplinary procedure and in serious cases may constitute gross misconduct.

If any employee or worker believes they have been treated inconsistently within this policy, or they come across discrimination within their employment then they should speak to a Company Director.

24. Sexual Harassment Policy

Sexual Harassment

The employer accepts that everyone has the right to be treated with dignity. Sexual harassment will not be permitted or condoned, and the Employer and employees and workers all have the right to complain should it ever occur.

Sexual harassment means unwanted conduct of a sexual nature or other conduct based on sex, affecting the dignity of women and men at work. Sexual harassment can include:

- a) unwelcome sexual attention
- b) subjecting an employee or worker to insults or ridicule because of their sex
- c) suggesting that sexual favours may further someone's career or that the refusal of sexual favours may in some way damage their career
- d) over-familiar behaviour including lewd and suggestive remarks
- e) display of sexually suggestive pictures

What amounts to Sexual Harassment?

What is sexual harassment to one person may not amount to sexual harassment to another. If it is unwanted by the recipient, then it may amount to sexual harassment. It is up to each individual to decide what behaviour is acceptable to them and to decide what is offensive. If an individual decides that the behaviour is offensive they must make it clear that they do not accept it. If the behaviour continues then it becomes sexual harassment. A serious incident of harassment may, in itself, constitute sexual harassment.

Remedial Action - The employer will treat any conduct of sexual harassment seriously. Those complaining will be protected against any form of victimisation or retaliation after bringing the complaint. The disciplinary procedure set out in the Contract of Employment will be used and serious sexual harassment may amount to gross misconduct and could lead then to dismissal.

Informal Actions - A formal complaint of sexual harassment is a serious step to take. Any person who has been sexually harassed should therefore, wherever possible, try and tell the person that their behaviour is unacceptable and only formally complain if the behaviour persists.

Formal Actions - A formal complaint of sexual harassment should be pursued through the process set out in the grievance procedure in the Contract of Employment.

25. Harassment & Bullying Policy

Everyone has the right to be treated with dignity and respect at work. In order to promote harmonious working relationships and maintain a professional working atmosphere Mercury Personnel Solutions Ltd has a policy prohibiting all forms of harassment and bullying which create an offensive working environment. This policy promotes the respectful treatment of employees and workers and the protection of employees and workers from bullying and harassment at work. Bullying and harassment will not be tolerated at Mercury Personnel Solutions Ltd in any form.

Allegations raised regarding bullying and harassment will be taken seriously and treated fairly and confidentially. Employees and workers have a duty to report any incidents of bullying and harassment which come to their attention to their Line Manager or a senior manager.

Bullying and harassment may be treated as a disciplinary offence and, where allegations are founded, may lead to summary dismissal. Disciplinary action may also be taken if a complaint is found to have been submitted maliciously or in bad faith.

What is Bullying and Harassment?

Harassment is unwanted conduct affecting the dignity of a person. It may be related to age, sex, race, disability, religion, sexual orientation, nationality or any personal characteristic of the individual, and may be persistent or an isolated incident. The key is that the actions or comments are unwanted and are viewed as being unacceptable to the recipient.

Examples may include, but are not limited to:

- a) bullying by exclusion – this may take the form of social isolation
- b) the deliberate withholding of information with the intention of affecting a colleague's performance
- c) unfair and destructive criticism
- d) intimidating behaviour
- e) verbal abuse and spreading of unfounded rumours

Victimisation

No employee or worker should be subject to victimization or subjected to any form of sanction for making a complaint in good faith. No employee or worker should be victimised for giving evidence in proceedings or giving notice of their intention to do so.

Responsibility

All employees and workers have a personal responsibility for their own behaviour and for ensuring that they comply with this policy. There are a number of things that staff can do to help prevent harassment, such as:

- a) set a positive example by treating others with respect

- b) be aware of this policy and comply with it
- c) do not make personal comments
- d) do not accept behaviour that may be offensive when directed against you or others, and take positive action to ensure that it is challenged and/or reported
- e) be supportive of colleagues who may be subject to bullying and/ or harassment

All managers have a responsibility to implement this policy and to bring it to the attention of their staff in order to maintain a work environment free of harassment. Managers must therefore:

- a) ensure that all employees and workers are aware of their responsibilities under this policy
- b) set a positive example by treating others with respect and setting standard of acceptable behaviour
- c) be vigilant for signs of sexual harassment, harassment or bullying and wherever possible act before the situation escalates
- d) respond discreetly and with sensitivity to a complaint
- e) explain the complaints procedure
- f) ensure that the individual is not being victimized for making the complaint
- g) monitor and follow up the situation after the result of the complaints procedure to ensure that the incident does not recur

Resolution

Where possible an attempt should be made to resolve the matter informally with the minimum of conflict or stress for the individuals involved. Where this is not possible the Employee or Worker may raise a formal grievance (see Grievance Procedure). Where the incident is of a violent or criminal nature, this should be reported without delay. Complaints must be made within three months of the alleged incidents.

26. Stress Policy

Mercury Personnel Solutions Ltd is committed to protecting the health, safety and welfare of its employee or workers and recognises that workplace stress is a health and safety issue. It acknowledges the importance of identifying and reducing workplace stressors that may be detrimental to the health of employees or workers.

Definition of Stress

The Health and Safety Executive defines stress as “the adverse reaction people have to excessive pressure or other types of demand placed on them”. The use of stress in this context makes an important distinction between pressure, which can be a positive state if managed correctly, and stress which can be detrimental to health. The pressure may arise from external factors or work or a combination of both. Every job has its own pressures and demands appropriate to the role. A moderate amount of pressure may motivate people. Indeed, a lack of pressure or stimulation can be just as stressful for some people as too much pressure can be for others. It is that stress which may be detrimental to people’s health, as defined above, that is referred to in the remainder of this policy. A factor which leads to such stress is referred to as a workplace stressor.

The Legal position

Under the Health and Safety at Work Act 1974 employers have a duty to ensure the psychological and physical health and safety at work of their Employee or Workers, so far as is reasonably practicable. The Management of Health and Safety at Work Regulations 1999 require employers to assess risks to health and safety, including stress-related illness, and implement avoidance and control measures. Both the Act and the Regulations require Employee or Workers to tell their employer of any imminent risk to their health.

Policy

Mercury Personnel Solutions Ltd will seek to identify and control or eliminate workplace stressors which are likely to produce an adverse reaction in employees or workers. This will be by asking managers to include an examination of possible or known stressors in their risk assessments, conducted at regular intervals. Mercury Personnel Solutions Ltd will also ensure it has in place policies and procedures to enable employees and

workers to seek and have fairly considered either variations in working arrangements or unpaid leave of absence to assist in their managing factors external to their work.

Mercury Personnel Solutions Ltd will provide training for all managers in conducting such risk assessments and in good practice in the management of such risks.

Mercury Personnel Solutions Ltd will provide advice to employees and workers on where to access confidential counselling when they are affected by stress caused by either work or external factors.

Mercury Personnel Solutions Ltd will support managers to implement Mercury Personnel Solutions Ltd policy through stress management guidance materials.

Responsibilities under the policy

Line Managers

The responsibilities of managers and supervisors to assist Mercury Personnel Solutions Ltd in delivering this Policy fall in the following areas:

Communication and assessing risks:

- Conduct and seek to implement the actions identified in their risk assessments within their area of responsibility.
- Ensure good communication between managers and Employee or Workers, particularly when there are organisational and procedural changes.
- Make it known that bullying and harassment is not tolerated within their area of responsibility.
- Be vigilant and offer such additional support as may be possible to a member of staff who they know is experiencing stress outside work e.g. bereavement or separation.

Training and development planning:

- Ensure employees and workers are given appropriate training to be able to discharge their duties.
- Ensure they and other managers in their area are attending training as needed in good management practice and health and safety procedures.

Monitoring how people are working, using where appropriate existing procedures such as appraisal and probation review meetings:

- Examine workloads to ensure that people are not unreasonably loaded.
- Examine working hours to ensure that employees and workers are working efficiently and effectively, without feeling under pressure to work excessive hours.
- Monitor holidays to ensure that employees and workers able to take their full entitlement.
- Monitor overtime, where it is exceptionally being worked, to ensure this is not placing excessive demands on any individual member of staff.
- Report and manage all sickness absences in accordance with Mercury Personnel Solutions Ltd procedures.
- Manage workloads in the circumstances of absences or vacancies to ensure that other employees and workers are not adversely affected over a prolonged period.

Individuals are expected to:

- Raise issues of concern with their line manager, or other appropriate manager, at the earliest opportunity.
- Accept opportunities for counselling or occupational health referral when recommended.
- For those staff with an undefined working week, seek to manage their own working time in a way that does not create undue stress for themselves.
- In discussion with their manager, seek to take appropriate breaks during the working day and to take their leave entitlement.
- Ensure that bullying and harassment is not tolerated within their area of work. (See 24 - Harassment and Bullying Policy)

- Be vigilant and offer such additional support as may be possible to colleagues who they know are experiencing stresses outside work, e.g. bereavement or separation, including bringing this to the attention of a line manager if appropriate.

Role of Committees

The Health & Safety Committee will oversee Mercury Personnel Solutions Ltd arrangements for the management of stress and other measures to reduce stress and promote workplace health and safety.

27. HIV and AIDS policy

Mercury Personnel Solutions Ltd has developed a policy on Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS) to ensure any individual affected is treated with respect and not discriminated against on joining or during their employment with Mercury Personnel Solutions Ltd. We also wish to ensure all reasonable adjustments are provided and the individual is afforded privacy and confidentiality.

Policy

Mercury Personnel Solutions Ltd is an Equal Opportunity employer and will not use HIV testing when recruiting job candidates. Applicants known to be living with HIV or AIDS will be treated no differently from any other applicants.

Mercury Personnel Solutions Ltd employees and workers are under no obligation to notify the company of their HIV status. Medical confidentiality will be maintained at all times and a breach of confidentiality will be considered as a policy violation subject to disciplinary action. Mercury Personnel Solutions Ltd will also encourage a supportive environment where Employee or Workers living with HIV will feel comfortable to discuss their needs with the appropriate people.

- Health care and pensions benefits will be provided in a non-discriminatory manner.
- Reasonable adjustments will be made to support individuals living with HIV or AIDS.
- To provide information or training on HIV issues for all Employee or Workers appropriate to their business unit.

Mercury Personnel Solutions Ltd will not accept or tolerate any discrimination towards an employee or worker relating to their real or perceived HIV status. Employees and workers living with HIV will be treated no more or less favourably than employees and workers living with other progressive or debilitating illness.

Responsibilities

Managers Responsibilities:

- To fully comply with this policy
- To take appropriate steps to provide equal opportunity and equality of treatment to employees and workers living with HIV

Employee or Worker Responsibilities:

- Treat all employees and workers who are living with HIV with respect and in a non-discriminatory manner.
- Employees and workers living with HIV are expected to act in a responsible manner and not put other employees or workers at risk.

28. Whistleblowing Policy

Mercury Personnel Solutions Ltd aims to conduct its business at all times with the highest standards of integrity and honesty. We expect all employees and workers to maintain the same standards in everything they do. All those who work for us are therefore strongly encouraged to report any seeming wrongdoing by the business or its employee or workers, or clients that falls short of these principles.

The policy is not contractual but sets out the way in which we plan to manage such issues. The policy is designed to offer protection to those employees or workers of the Company who disclose such concerns.

The Public Interest Disclosure Act 1998 protects workers who report wrongdoing within the workplace. It is the aim of this policy to ensure that as far as possible our workers are able to tell us about any wrongdoing at work which they believe has occurred or is likely to occur. We recognize that workers may not always feel comfortable about discussing their concerns internally, especially if they believe that the business itself is responsible for the wrongdoing. The aim of this policy is to ensure that they feel confident to raise any concern about our business activities in the knowledge that it will be taken seriously, and no action will be taken against them.

It should be emphasized that this policy is intended to assist individuals who believe they have discovered malpractice or impropriety. It is not designed to question financial or business decisions taken by the Company nor should it be used to reconsider any matters which have already been addressed under harassment, complaint, disciplinary or other procedures.

All of our workers are encouraged to use the procedure set out below if they have a concern about any of the following:

- a) wrongdoing at work, including any criminal offence
- b) a failure to comply with legal obligations or breach of any statutory Code of Practice
- c) a miscarriage of justice
- d) a health and safety danger
- e) an environmental risk or
- f) a concealment of any of these

This list is not exhaustive but indicates the types of concerns that should be raised:

- a) misuse of assets (including stores, equipment, vehicles, buildings, computer hardware and software)
- b) failure to comply with appropriate professional standards
- c) bribery, corruption or fraud including the receiving or giving of gifts or hospitality
- d) falsifying records
- e) failure to take reasonable steps to report and rectify any situation which is likely to give rise to a significant avoidable cost, or loss of income to the business or would otherwise seriously prejudice the business
- f) abuse of authority

Confidentiality

The Company will treat all such disclosures in a confidential and sensitive manner. The identity of the individual making the allegation may be kept confidential so long as it does not hinder or disturb any investigation. However, the investigation process may reveal the source of the information and the individual making the disclosure may need to provide a statement as part of the evidence required.

Allegations

This policy encourages individuals to put their name to any disclosures they make. Concerns expressed anonymously are much less credible, but they may be considered at the discretion of the Company.

In exercising this discretion, the factors to be taken into account will include:

- a) the seriousness of the issues raised
- b) the credibility of the concern
- c) the likelihood of confirming the allegation from attributable sources

The employee or worker does not have to be able to prove the allegations but should have a reasonable and genuine belief that the information being disclosed is true and made in good faith: some allegations may prove to be unfounded, but we would prefer the issue of concern to be raised, rather than run the risk of not detecting a problem early on. In making a disclosure the individual should exercise due care to ensure the accuracy of the information. If, however, an individual makes malicious allegations, and particularly if he or she persists with making them, disciplinary action may be taken against that individual.

Procedures for Making a Disclosure

If appropriate, the employee or worker should discuss the matter with his/her manager in the first instance. However, should he/she prefer (perhaps the manager is unavailable, or indeed might be the cause of the concern) then they should approach a senior manager/director. On receipt of a complaint of malpractice, the senior manager or director will arrange an initial interview, which will, if requested be confidential, to ascertain the area concern. The employee or worker will be asked whether they wish their identity to be disclosed and will be reassured about protection from possible reprisals or victimisation. They will also be asked whether or not they wish to make a written or verbal statement, in either case the senior manager/director will write a brief summary of the interview, which will be agreed by both parties.

The senior manager will report to the Director who will be responsible for the commission of any further investigation.

Investigation

An investigation may need to be carried out under the terms of strict confidentiality i.e. by not informing the subject of the complaint until (or if) it becomes necessary to do so. This may be appropriate in cases of suspected fraud. Full details and clarification of the complaint should be obtained. The member of staff against whom the complaint is made will be informed of their right to be accompanied by a colleague at any future interview or hearing. The complainant should be kept informed of the progress of the investigations and if appropriate of the final outcome. At any stage of during the investigation, the worker has the right to be accompanied by a work colleague.

If the matter requires further investigation, this will be carried out and the worker will be informed of the outcome of the investigation and what action, if any, has been taken. The investigating officer should ensure the allegations are fully investigated with the assistance where appropriate, of other individuals.

Mercury Personnel Solutions Ltd recognizes that there may be matters that cannot be dealt with internally and external authorities, such as the police, the Health and Safety Executive, or external auditors will need to become involved. Where this is necessary, we reserve the right to make such a referral without the worker's consent.

29. Anti-Bribery Policy

Mercury Personnel Solutions Ltd takes any allegations of bribery very seriously. Employees and workers are reminded that giving or accepting bribes is likely to be gross misconduct which can result in summary dismissal. Defining bribery

The Bribery Act 2010 contains four possible offences:

- Bribery – inducing someone to do something improperly by giving, offering or promising a reward
- Being bribed – doing something improperly in return for a reward
- Bribing a foreign public official
- The corporate offence – this occurs when a company does not stop people who are operating on its behalf for being bribed or offering bribes

Responsibilities of the employer:

- The senior manager responsible for monitoring any issues relating to bribery in this company is Gary Turner, Director. Any employees and workers with questions or concerns relating to bribery should address their issues to this person.
- The senior manager responsible for monitoring issues relating to bribery will carry out risk assessments of any possible issues. Employees and workers will be advised if their work gives rise to any particular concerns and will be advised how to address these issues. Employees and workers must follow the advice and address any questions to the named manager.
- All line managers are responsible for ensuring that new members of their team are made aware of the company policy relating to bribery as part of the induction process.

- All managers are responsible for ensuring that their employees and workers have had the appropriate training about how to handle possible situations of bribery.

Responsibilities of the Employees and workers:

- If an employee or worker is offered a bribe, he/she should refuse it. The employee or worker must then report the situation immediately to his/her line manager, or the senior manager named as responsible for any issues relating to bribery.
- The employee or worker should follow up this notification by writing a statement explaining what occurred and how the employee or worker responded.
- Any employee or worker who is found to have given or accepted a bribe is likely to have committed an act of gross misconduct. This could lead to summary dismissal.
- Employees and workers who are offered gifts or hospitality should refer the offer to their line manager.
- Employees and workers must declare and keep a written record of all hospitality, or gifts accepted or offered, which will also be subject to managerial review. No accounts must be kept “off book” or “off the record” to facilitate or conceal improper payments.

30. Lone Working Policy

A ‘lone worker’ is defined as any member of staff who is temporarily working on their own, either on or off site. The purpose of this policy is to ensure that there are adequate systems in place to ensure the health, safety and welfare of lone workers in order to reduce the risks of lone working as far as is reasonably possible and practicable.

Mercury Personnel Solutions Ltd minimises risks to staff personal safety by whatever practical means available. The Policy has been written to acknowledge and include the following work situations:

- visits to other premises
- reception areas in all offices
- early/late working on site
- early/late working off site

Ensure that you have assessed the risk to your personal safety and discuss any concerns with your Line Manager.

Working ‘off site’ At the beginning of the week ensure that your Line Manager has your weekly movement diary that covers:

- where you will be
- what time you expect to finish
- what tasks you will be performing

Ensure that you have your mobile with you and that it is fully charged.

At the ‘on site’ location ensure that you:

- continue to carry out safe procedures in your work
- in the event of an emergency, know who to contact
- contact your line manager at the start and end of your working day

31. Internet and Email

Mercury Personnel Solutions Ltd encourages the use of both e-mail and the internet for legitimate business purposes. It aims to maximise the use of these facilities for the business whilst avoiding potentially serious pitfalls of misuse by employee’s and workers.

Both facilities allow users easy access to an extensive communications capability both internally and externally. However, they may also expose the company and its employees and workers to highly visible and unprecedented risks. It is crucial therefore that usage of both e-mail and the internet are carefully managed to ensure the company’s image is protected and its liability limited. It is also of equal importance to ensure that its employees and workers are protected from any unauthorised use or abuse of these facilities.

Internet Usage

The internet must be used only for legitimate business purposes. These facilities must not be used to seek, retrieve, display, download or circulate electronically to others, information (including graphics) which is indecent, profane, subversive, and criminal or which may constitute an act of discrimination including harassment of another Employee or Worker, client, customer, supplier or agent of the company.

You may use the Internet during non-working time for viewing non-work-related sites if this has been agreed in advance by your manager. However, the loading, sending or viewing of pornographic, non-licensed, suggestive, obscene or offensive material is not acceptable and may lead to disciplinary action, including dismissal as a possible outcome. No files are to be downloaded from the internet without prior permission from your manager. Any files that are downloaded must be subject to anti-virus checking before they are used.

Email

Any harassment by e-mail will be dealt with according to the company's Equal Opportunity Policy and will constitute an offence of gross misconduct. Nothing that an Employee or Worker would not be prepared to write in a proper memo should be included in an e-mail.

Employees and workers may not send e-mail from another employee or worker's PC under that employee's or worker's log-on password without the prior consent of that employee or worker.

Messages sent by email can give rise to legal action against us. Claims of defamation, breach of confidentiality or contract could arise from a misuse of the system. Emails should therefore be treated like any other form of correspondence and, where necessary, hard copies retained. Do not make any statements in an email which could, intentionally or otherwise, create a binding contract or make a negligent statement.

You should not transmit, copy or forward to third party any emails sent to you by others without their permission.

Emails, however confidential or damaging, may have to be disclosed to third parties and messages are disclosable in any legal action commenced against us relevant to the issues set out in the email. Even deleted emails may still be recoverable and are regarded as legitimate forms of evidence in court.

Should you receive an email message that has been wrongly delivered to your email address, you should notify the sender by redirecting the message to that person. If the message contains confidential information you must not disclose or use that confidential information.

System Monitoring

All information and data contained on or accessed via the company's systems remain the property of the company. The company reserves the right to monitor the use of both the e-mail and internet facilities and as such Employee or Workers should have no expectation of privacy in anything they create, store, send or receive on either system.

System Security

Security in respect of the use of the systems and facilities is paramount. The company's confidentiality clause as contained in the Employee or Worker's Contract of Employment applies equally to the use of these systems and facilities. It is the responsibility of each Employee or Worker to ensure that they take all necessary steps to secure their systems by the use of passwords, not sharing passwords or by not changing their password when instructed to do so. External devices may not be attached to the network without prior permission from your manager and such devices must be subjected to anti-virus scanning.

Non-compliance with any of the terms of this Policy will result in the Employee or Worker being subject to the company's Disciplinary Procedure.

Social Networking

Care should be taken when using social networking sites at any time, either via our systems or from home.

Inappropriate comments can adversely affect the reputation of the business, even if it is not directly referenced. It should be noted therefore that if comments/photographs are likely to be construed as linked to Mercury Personnel Solutions Ltd, in more direct cases, your comments about colleagues, clients or our business could be regarded as abusive, humiliating, discriminatory or derogatory, or could constitute harassment or bullying, we will treat this as a serious disciplinary offence.

32. Data Protection Policy

Introduction

The Company is committed to being transparent about how it collects and uses the personal data of its workforce, and to meeting its data protection obligations. This policy sets out the Company's commitment to data protection, and individual rights and obligations in relation to personal data.

This policy applies to the personal data of job applicants, employees, workers, contractors, apprentices and former employees, referred to as HR-related personal data. This policy does not apply to the personal data of clients or other personal data processed for business purposes.

Definitions

"Personal data" is any information that relates to a living individual who can be identified from that information. Processing is any use that is made of data, including collecting, storing, amending, disclosing or destroying it.

"Special categories of personal data" means information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, sex life or sexual orientation and biometric data.

"Criminal records data" means information about an individual's criminal convictions and offences, and information relating to criminal allegations and proceedings.

Data protection principles

The Company processes HR-related personal data in accordance with the following data protection principles:

- The Company processes personal data lawfully, fairly and in a transparent manner.
- The Company collects personal data only for specified, explicit and legitimate purposes.
- The Company processes personal data only where it is adequate, relevant and limited to what is necessary for the purposes of processing.
- The Company keeps accurate personal data and takes all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay.
- The Company keeps personal data only for the period necessary for processing.
- The Company adopts appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.

The Company tells individuals the reasons for processing their personal data, how it uses such data and the legal basis for processing in its privacy notices. It will not process personal data of individuals for other reasons. Where the Company relies on its legitimate interests as the basis for processing data, it will carry out an assessment to ensure that those interests are not overridden by the rights and freedoms of individuals. Where the Company processes special categories of personal data or criminal records data to perform obligations or to exercise rights in employment law, this is done in accordance with a policy on special categories of data and criminal records data.

The Company will update HR-related personal data promptly if an individual advises that his/her information has changed or is inaccurate.

Personal data gathered during the Employment relationship is held in the individual's personnel file (in hard copy and electronic format). The periods for which the Company holds HR-related personal data are contained in its privacy notices to individuals.

The Company keeps a record of its processing activities in respect of HR-related personal data in accordance with the requirements of the General Data Protection Regulation (GDPR).

Individual rights

As a data subject, individuals have a number of rights in relation to their personal data.

Subject access requests

Individuals have the right to make a subject access request. If an individual makes a subject access request, the Company will tell him/her:

- whether or not his/her data is processed and if so why, the categories of personal data concerned and the source of the data if it is not collected from the individual;
- to whom his/her data is or may be disclosed, including to recipients located outside the European Economic Area (EEA) and the safeguards that apply to such transfers;
- for how long his/her personal data is stored (or how that period is decided);
- his/her rights to rectification or erasure of data, or to restrict or object to processing;
- his/her right to complain to the Information Commissioner if he/she thinks the Company has failed to comply with his/her data protection rights; and
- whether or not the Company carries out automated decision-making and the logic involved in any such decision-making.

The Company will also provide the individual with a copy of the personal data undergoing processing. This will normally be in electronic form if the individual has made a request electronically, unless he/she agrees otherwise.

If the individual wants additional copies, the Company will charge a fee, which will be based on the administrative cost to the Company of providing the additional copies.

To make a subject access request, the individual should send the request to a company Director. In some cases, the Company may need to ask for proof of identification before the request can be processed. The Company will inform the individual if it needs to verify his/her identity and the documents it requires.

The Company will normally respond to a request within a period of one month from the date it is received. If a subject access request is manifestly unfounded or excessive, the Company is not obliged to comply with it.

Alternatively, the Company can agree to respond but will charge a fee, which will be based on the administrative cost of responding to the request. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which the Company has already responded. If an individual submits a request that is unfounded or excessive, the Company will notify him/her that this is the case and whether or not it will respond to it.

Other rights

Individuals have a number of other rights in relation to their personal data. They can require the Company to:

- rectify inaccurate data;
- stop processing or erase data that is no longer necessary for the purposes of processing;
- stop processing or erase data if the individual's interests override the Company's legitimate grounds for processing data (where the Company relies on its legitimate interests as a reason for processing data);
- stop processing or erase data if processing is unlawful; and
- stop processing data for a period if data is inaccurate or if there is a dispute about whether or not the individual's interests override the Company's legitimate grounds for processing data.

To ask the Company to take any of these steps, the individual should send the request to a company Director.

Data security

Where the Company engages third parties to process personal data on its behalf, such parties do so, on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and Company measures to ensure the security of data.

Data breaches

If the Company discovers that there has been a breach of HR-related personal data that poses a risk to the rights and freedoms of individuals, it will report it to the Information Commissioner within 72 hours of discovery. The Company will record all data breaches regardless of their effect.

If the breach is likely to result in a high risk to the rights and freedoms of individuals, it will tell affected individuals that there has been a breach and provide them with information about its likely consequences and the mitigation measures it has taken.]

International data transfers

The Company will not transfer HR-related personal data to countries outside the EEA.

Individual responsibilities

Individuals are responsible for helping the Company keep their personal data up to date. Individuals should let the Company know if data provided to the Company changes, for example if an individual moves house or changes his/her bank details.

Individuals may have access to the personal data of other individuals [and of our customers and clients] in the course of their [employment, contract, volunteer period, internship or apprenticeship]. Where this is the case, the Company relies on individuals to help meet its data protection obligations to staff [and to customers and clients].

Individuals who have access to personal data are required:

- to access only data that they have authority to access and only for authorised purposes;
- not to disclose data except to individuals (whether inside or outside the Company) who have appropriate authorisation;
- to keep data secure (for example by complying with rules on access to premises, computer access, including password protection, and secure file storage and destruction);
- not to remove personal data, or devices containing or that can be used to access personal data, from the Company's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device;
- not to store personal data on local drives or on personal devices that are used for work purposes; and
- to report data breaches of which they become aware to a company Director immediately.

Failing to observe these requirements may amount to a disciplinary offence, which will be dealt with under the Company's disciplinary procedure. Significant or deliberate breaches of this policy, such as accessing employee or customer data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to dismissal without notice.

Training

Individuals whose roles require regular access to personal data, or who are responsible for implementing this policy or responding to subject access requests under this policy, will receive additional training to help them understand their duties and how to comply with them.

Questions about this policy, or requests for further information, should be directed to a company Director.

33. Ethical Trading Policy

At Mercury Personnel Solutions Ltd we believe strongly in ethical principles and good stewardship. We are therefore proud to guarantee that we trade accordingly to the following ethical trading standard.

All employment is freely chosen

- There is no forced, bonded or involuntary prison labour
- Workers are not required to lodge 'deposits' or their identity papers with their employer and are free to leave their employer after reasonable notice

All employees and workers are entitled to belong to trade unions and collective bargaining is respected, to the extent permitted by local law

- Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively
- The employer adopts an open attitude towards the activities of trade unions and their organisational activities
- Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace
- Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining

Working conditions are safe and hygienic

- A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury

to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of the hazards inherent in the working environment

- Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers
- Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided
- The Company observing the code shall assign responsibility for health and safety to a senior management representative

Child labour is not used

- There shall be no new recruitment of child labour
- Companies shall develop or participate in and contribute to policies and programs, which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child; “child” and “child labour” being defined in the appendices
- Children and young persons under 18 shall not be employed at night or in hazardous conditions

Wages are fair and comparable to other providers and wherever possible exceed the minimum wage

- Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should be enough to meet basic needs and to provide some discretionary income
- All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid

Deductions from wages as a disciplinary measure shall not be permitted

- Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded

Working hours are not excessive

- Working hours comply with the national laws and benchmark industry standards, whichever affords greater protection
- In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7-day period on average. Overtime shall be voluntary,

No discrimination is practiced

- There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation

Regular employment is provided for those who are employed on a permanent contract

- To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice
- Obligations to Employee or Workers under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment

No harsh, cruel or degrading treatment or practices are allowed

- Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited

No bribery, corruption, blackmailing or bullying is permitted

- The Company aims to conduct its business at all times with the highest standards of integrity and honesty
- Employee or Workers have the right to be treated with dignity and respect at work
- Workers are strongly encouraged to report any seeming wrongdoing by the business or its Employee or Workers, or clients that fall short of these principles

Good environmental stewardship is practiced

- Recognition is made that there is an environmental responsibility in all activities to ensure that sustainability and the environment are taken into consideration

34. Preventing Hidden Labour Exploitation Policy

Policy Statement

Mercury Personnel Solutions Ltd commits to developing and adopting a proactive approach to tackling hidden labour exploitation.

Hidden labour exploitation is exploitation of job applicants or workers by third party individuals or gangs other than the employer or labour provider including rogue individuals working within these businesses but without the knowledge of management. It includes forced labour and human trafficking for labour exploitation; payment for work-finding services and work-related exploitation such as forced use of accommodation. It is understood that it is often well hidden by the perpetrators with victims, if they perceive of themselves as such, reluctant to come forward.

Coverage: To all sites where Mercury Personnel Solutions Ltd supply temporary labour.

Responsibility: Mr Gary Turner has overall responsibility for this policy.

Policy Commitments

Mercury Personnel Solutions Ltd shall:

- Designate appropriate managers to attend “Tackling Hidden Labour Exploitation” training and to have responsibility for developing and operating company procedures relevant to this issue.
- Accept that job finding fees are a business cost and will not allow these to be paid by job applicants. The Company will not use any individual or organisation to source and supply workers without confirming that workers are not being charged a work finding fee.
- Ensure that all Employee or Workers responsible for directly recruiting workers are aware of issues around third-party labour exploitation and signs to look for and have signed appropriate Compliance Principles.
- Ensure that labour sourcing, recruitment and worker placement processes are under the control of trusted and competent staff members.
- Adopt a proactive approach to reporting suspicions of hidden worker exploitation to the Gangmasters Licensing Authority and police.
- Provide information on tackling “Hidden Labour Exploitation” to our workforce through e.g. in a variety of formats such as workplace posters, worker leaflets, induction, other training.
- Encourage workers to report cases of hidden third-party labour exploitation, provide the means to do so and investigate and act on reports appropriately.
- Positively encourage and support Employee or Workers and agency workers to report such exploitation which may be occurring within their communities.
- Require labour providers and other organisations in the labour supply chain to adopt policies and procedures consistent with the above.

35. Entitlement to Work in the UK Policy

All employees and workers that work for Mercury Personnel Solutions Ltd must provide evidence of their entitlement to work in the UK.

Evidence of entitlement to work in the UK should be provided during the recruitment process.

If the individual has a UK passport, he/she should present that to the Company. Note that the Company can only accept an original copy of the passport. For passports or other travel documents, the Company will photocopy the front page and any page containing specified information (e.g. the holder's photograph) in a format which cannot be altered later. The Company will keep a copy of those pages on the individual's personnel file. All other documents must be photocopied or scanned in their entirety.

If the individual does not have a UK passport but is a British Citizen, he/she will be required to show an official document notifying the individual of their National Insurance number and a birth, adoption or naturalisation certificate. Original documents must be produced. These documents will be copied in their entirety and kept on the individual's personnel file.

If an individual is from the Republic of Ireland, the Channel Islands or the Isle of Man he/she will be entitled to work in the UK but must show the relevant documentation proving their citizenship. Original documents must be produced. These documents will be copied in their entirety and kept on the individual's personnel file.

If the individual is from the EU, EEA or Switzerland he/she must present his/her passport or ID card. Only originals will be accepted. The pages that identify the individual will be copied and this copy will be kept on the individual's personnel file.

If the individual is not from the UK, EU, EEA or Switzerland then appropriate permission to work in the UK must be produced. Only original of the documentation will be accepted.

When checking the documents, the Company will check that the photograph resembles the individual, the date of birth is consistent with the information provided to the Company, and that the documents are not expired.

36. Infectious Diseases in the Workplace Policy

Introduction

The Company has developed this policy on minimising the risk of infectious diseases spreading in the workplace through effective prevention and management.

The policy seeks to ensure that employees and workers are aware of the issues relating to infectious diseases at work and provides guidelines for managers and others on minimising the risk of employees and workers contracting diseases through work and on dealing with infections if contracted. Infectious diseases can be airborne (for example, meningitis or TB), blood borne (for example, hepatitis) and faecal-oral borne (for example, gastroenteritis).

Business case

Infectious diseases emerge and spread quickly across the world as a result of global travel and other interconnections. Workplaces are an effective incubator for disease, particularly if hygiene and infection control is poor or if employees and workers go to work when sick.

Infectious diseases can have a potentially significant impact on the business. An Employee or Worker off sick with a flu-related illness is typically absent for six days. As well as the direct costs of infection-related sickness absence, there are also indirect costs associated with lost productivity, damaged customer confidence and poor service levels.

Minimising the risk of disease transmission

The Company has a duty of care to maintain a healthy and safe working environment. This includes taking steps to minimise the risk of employees and workers contracting an infectious disease from colleagues, customers or clients.

The Company will promote awareness and understanding of the issues and concerns relating to the transmission of infectious diseases in the workplace, including risks associated with more serious infections such as measles and mumps.

To this end, the Company will provide authoritative information on the nature and spread of common infectious diseases, including how to identify the symptoms and signs and the procedures to be followed in the event of individual illness or an outbreak affecting a significant number of employees or workers.

When employees or workers have contracted infectious diseases

Employees and workers with infectious diseases will not be excluded from work, nor have their duties restricted, as long as they are physically and mentally fit for work and their continued attendance in the workplace does not present a significant risk of disease transmission to other employees and workers, customers or clients.

The decision as to whether or not an employee or worker with an infection should stay away from the workplace will take into account:

- how the infection is transmitted and the ease of transmission;
- the typical duration of the infection; and
- the potential harm that the infection can cause to other employees, workers, customers or clients.

Employees and workers have a responsibility to minimise the risk of disease transmission to work colleagues, customers and clients and are expected to perform good hygiene control measures and use personal protective equipment where provided.

Personal protective equipment

Employees and workers issued with personal protective equipment to minimise the risk of work-related infection should use it appropriately and clean their hands immediately after removing items such as gloves and facemasks.

Disease outbreak

In the event of a disease outbreak affecting a significant number of Employee or Workers, a working group of line managers and other designated individuals will be formed to monitor and coordinate activities to control the outbreak. The work of this group will include developing work rules in the event of an outbreak, including exclusions/restrictions from work and the reassignment of duties.

37. Environmental Policy

Mercury Personnel Solutions Ltd recognises that it has an environmental responsibility in all activities to ensure that sustainability and the environment are taken into consideration as it operates its business. Mercury Personnel Solutions Ltd is committed to:

- Comply with all current, and ensure awareness for impending relevant, environmental legislation
- The Company will set environmental targets and goals designed to improve our environmental performance
- Minimise the negative environmental impacts that may arise through our operations
- Demonstrate the positive environmental impacts that may arise through our operations
- Maximise the efficient use of utilities and to minimise waste wherever possible

- Through coordinating route planning and delivery schedules the Company seeks to realise the dual benefits of reduced fuel consumption and lower exhaust emissions
- Give due consideration to the environmental effects of energy usage during operational practices

Responsibilities

We will work with all our employee and workers in order to achieve the points set out above and provide the necessary training and resource to ensure that our commitments are met.

The Company is committed to the implementation of this policy and will give full backing to all those authorised to carry it out.

We will encourage all employee and workers to carry out the following:

- Car share where possible to and from work to save on fuel and emissions
- Ensure waste and litter is placed in the correct bins provided
- Turn off any electrical equipment and lights after use
- Turn off taps, don't waste water

Follow and respect our clients' site rules and the environment we work in.