



Welcome to **HEAD OFFICE**
HR | Marketing | Payroll | Accounts

Handbook Of Workplace Policies & Procedures For Workers

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1 Introduction

This handbook tells you about the things you need to know about working for any Head Office Company (the Company).

This handbook applies to workers with a Contract for Services (herein referred to as ‘workers’) and employees with Contracts of Employment to which Regulation 10 of the Agency Workers Regulations 2010 apply (herein referred to as ‘employees’). The term ‘staff’ may be used to refer to both employees and workers. References to ‘AM/RC’ are to your Account Manager/Recruitment Consultant.

Every worker and employee will have access to a copy of the handbook, and you are expected to become familiar with its contents. If there is any matter in this handbook that you do not understand you should email hr@headofficeaccounts.com and ask for clarification.

This handbook is designed to help you understand the policies, general rules and operating standards that apply to workers and employees. It is intended as a statement of the Company’s policies and procedures and, except where specifically indicated, does not form part of your contract with the Company. Any dispute between you and the Company will be determined on the basis and content of your Contract with the Company (herein referred to as ‘your Contract’).

The Company reserves the right to review, revise, amend or replace the contents of this Handbook and introduce new procedures and/or policies from time to time reflecting the changing needs of the business. Updates will be notified by email and/or post. Where necessary, an updated version of this handbook may be reissued in its entirety in electronic or hard copy format.

Reference to ‘the Company’ is to the relevant company within Head Office to which you are contracted to work.



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2 Adoption appointments (adopters and adopters' partners)

1 Introduction

1.1 This policy sets out the approach that the Company will take in relation to the rights enjoyed by employees, and certain agency workers, to:

1.1.1 paid time off work to attend adoption appointments; or alternatively

1.1.2 unpaid time off work to attend such appointments

1.2 It also sets out the steps you should take if you wish to take either paid or unpaid time off to attend an adoption appointment.

1.3 This policy applies only to employees and, in certain circumstances, to agency workers. It does not apply to consultants, contractors, volunteers, interns or casual workers.

1.4 This policy does not form part of any contract of employment and the Company may amend it at any time.

2 Choosing whether to take paid or unpaid time off

2.1 If you have been notified by an adoption agency that a child is to be, or is expected to be, placed for adoption with you alone, then there is no choice to be made; it is the right to paid time off to attend adoption appointments that will apply to you, and the remainder of this paragraph (paragraph 2) is not relevant. See instead paragraph 3 below.

2.2 Where, however, there are two persons, each of whom is either an employee or a qualifying agency worker (one or perhaps both of whom are employed by the Company), who have been notified by an adoption agency that a child is to be, or is expected to be, placed for adoption with the two of them jointly, the situation is different:

2.2.1 They must decide which of them will, following the placement of the child, take advantage of the more extensive right to ordinary (and perhaps also additional) adoption leave. See the Company's Adoption Leave Policy for further information. The parent who does not take adoption leave may be entitled instead to exercise the less extensive right to paternity leave. See the Company's Paternity Leave Policy for further information. Both those parents may go on to take shared parental leave, if they qualify for it, in substitution for some part of the adoption leave entitlement. See the Company's Shared Parental Leave Policy (Adoption) for further information.

2.2.2 Similarly, prior to the placement, the parents must choose which one of them is to take advantage of the (more extensive) right to paid time off to attend pre-placement adoption appointments, and which will exercise the (less extensive) right to unpaid time off to attend such appointments. This earlier choice is significant, because the person who chooses to take paid time off to attend adoption appointments must be the same person who later takes adoption leave. Any employee who exercises the right to paid time off to attend adoption leave appointments is not allowed, later on, to take paternity leave. Therefore, when choosing which parent will take unpaid time off to attend pre-placement adoption appointments, the chosen parent should be the same person as will later exercise the right to paternity leave (rather than adoption leave).

2.3 Paid time off work to attend adoption appointments is covered at paragraph 3 below, unpaid time off work to attend such appointments is covered at paragraph 4.

3 Paid time off to attend adoption appointments

3.1 Any employee (and with some exceptions, an agency worker who has completed a period of 12 weeks' qualifying service with us) is entitled to take paid time off work to attend adoption appointments which are for the purpose of having contact with the child that is to be placed with you or for any other purpose connected with the adoption, and have been arranged by or at the request of the adoption agency which notified you of the placement.

3.2 You should inform your AM/RC as soon as possible of the time and date of any appointment. This information should include:

3.2.1 the time and date of any appointment;

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- 3.2.2 the time of day at which you wish to start your period of time off work, and the time that the period off work will finish (time off is limited to six and a half hours, including travel time etc; see paragraph 3.6); and
- 3.2.3 whether you have previously taken time off to attend an adoption appointment in relation to the adoption arrangement and, if so, the date of each occasion that you took such time off (you are limited to attending five appointments in relation to a particular adoption arrangement; see paragraph 3.5).
- 3.3 You should also, if asked to do so, provide proof:
 - 3.3.1 of the date and time of the appointment (eg an appointment card); and
 - 3.3.2 that the appointment has been arranged at the request of the adoption agency which notified you of the placement for adoption.
- 3.4 Where the child is to be placed for adoption with you and another person jointly, you should, if asked to do so, provide a signed declaration to the Company stating that, in connection with the adoption, you have chosen to be the person who exercises the right to take paid time off (rather than unpaid time off) to attend adoption appointments. In the first instance contact hr@headofficeaccounts.com for information on how to provide this declaration.
- 3.5 An employee or agency worker who is the person who is entitled to take paid time off to attend adoption appointments, or who has, in cases of a joint placement, chosen to be the person who takes paid (rather than unpaid) time off, is entitled to exercise that right on up to five occasions, ie to attend up to five such appointments, in relation to any particular adoption arrangement (irrespective of how many children are to be placed under the arrangement).
- 3.6 For any given appointment, the maximum paid time off during working hours to which you are entitled is six and a half hours (including travel time etc). *If you think that you will need more than six and a half hours to attend a particular appointment, you should consult your AM/RC, who will exercise the Company's absolute discretion as to whether that will be allowed.*
- 3.7 Please try to arrange the times of your appointments at the beginning or end of the working day and in consultation with your manager if possible.

4 Unpaid time off to attend adoption appointments

- 4.1 As an employee (or, with some exceptions, as an agency worker who has completed a period of 12 weeks' qualifying work with us), you have the right to take a certain amount of unpaid time off during working hours (as further explained below) to attend adoption appointments, if you have been notified by an adoption agency that a child is to be, or is expected to be, placed for adoption with you and another person jointly, and:
 - 4.1.1 you have chosen to exercise the right to take unpaid time off to attend adoption appointments in connection with this adoption (see paragraph 2.2 above for further information about this choice); and
 - 4.1.2 you have not chosen to exercise the right to take paid time off to attend adoption appointments in connection with this adoption; and
 - 4.1.3 the other person with whom the child is to be placed for adoption jointly has not elected to exercise the right to take unpaid time off to attend adoption appointments in connection with this adoption.
- 4.2 You should inform your AM/RC as soon as possible of the time and date of any appointment. This information should include:
 - 4.2.1 the time and date of any appointment;
 - 4.2.2 the time of day at which you wish to start your period of time off work, and the time that the period off work will finish (time off is limited to six and a half hours, including travel time etc; see paragraph 4.6); and
 - 4.2.3 whether you have previously taken time off to attend an adoption appointment in relation to the adoption arrangement and, if so, the date of each occasion that you took such time off (you are limited to attending two appointments in relation to a particular adoption arrangement; see paragraph 4.5).
- 4.3 You should also, if asked to do so, provide proof:
 - 4.3.1 of the date and time of the appointment (e.g. an appointment card); and

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- 4.3.2 that the appointment has been arranged at the request of the adoption agency which notified you of the placement for adoption.
- 4.4 You should also, if asked to do so, provide a signed declaration to the Company stating that, in connection with the adoption, you have chosen to be the person who exercises the right to take unpaid time off (rather than paid time off) to attend adoption appointments. *In the first instance contact hr@headofficeaccounts.com for information on how to provide this declaration.*
- 4.5 An employee or agency worker who has chosen to be the person who takes unpaid (rather than paid) time off, is entitled to exercise that right on one or two occasions, i.e. to attend one or two such appointments, in relation to any particular adoption arrangement (irrespective of how many children are to be placed under the arrangement). *If you wish to attend more than two appointments, you should consult your AM/RC, who will exercise the Company's absolute discretion as to whether that will be allowed.*
- 4.6 For any given appointment, the maximum unpaid time off during working hours to which you are entitled is six and a half hours (including travel time etc). *If you think that you will need more than six and a half hours to attend a particular appointment, you should consult your AM/RC, who will exercise the Company's absolute discretion as to whether that will be allowed.*
- 4.7 Please try to arrange the times of your appointments at the beginning or end of the working day and in consultation with your manager or supervisor if possible.

5 Fostering to adopt

- 5.1 The rights to paid and unpaid time off work to attend adoption appointments will also apply if you are a local authority foster parent who has been approved as suitable to adopt a child, and the local authority places a child in its care with you in a 'fostering to adopt' arrangement. Please contact hr@headofficeaccounts.com for further information regarding how the policy will operate in such circumstances.



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3 Adverse weather and travel disruption

1 Introduction

1.1 The Company recognises that during periods of severe weather or when there are disruptions to public transport, staff may face difficulties in getting to and from their usual place of work and a flexible approach to work arrangements may therefore be necessary.

1.2 The Company expects its staff:

- 1.2.1 to attend for work unless authorised leave (for example annual holiday, sick leave, maternity leave) is being taken;
- 1.2.2 to make reasonable efforts to get to work in all circumstances;
- 1.2.3 where usual travel arrangements have broken down or are otherwise unavailable, to explore all possible alternative modes of transport, including walking or cycling if distance allows and it is safe to do so;
- 1.2.4 where travel difficulties are predictable, to work with your AM/RC to prepare for such eventualities.

1.3 The Company is committed to protecting the health and safety of its workforce. You are not expected to put yourself at unnecessary risk in travelling. However, the Company must ensure that any disruption caused to the business is minimised and therefore expects all workers and employees to take the minimum steps outlined in paragraph 1.2.

2 Scope

2.1 The purpose of this policy is to outline:

- 2.1.1 your responsibilities to attend work during periods of adverse weather conditions or transport disruption;
- 2.1.2 the Company's approach in relation to individuals who get to work late or not at all;
- 2.1.3 appropriate procedures to be followed by everyone.

2.2 This policy will apply in severe weather which makes travelling hazardous or impossible (for example heavy snow, extreme cold or flooding) and where there is widespread disruption to public transport (for example due to industrial action, the closure of major routes, major incidents affecting travel or public safety). This list is not exhaustive, and this policy will apply in any other circumstances that might impact on your ability to attend or remain at work.

2.3 This policy is not intended to deal with absence related to sickness, annual leave, maternity/paternity/adoption leave, parental leave, time off for dependants, career breaks or sabbaticals. For such absences, see the relevant Company policies.

2.4 This policy is for guidance only and does not form part of your Contract and the Company may amend it at any time. Please contact hr@headofficeaccounts.com if you have any queries about this policy.

3 Absences

3.1 If you have made all reasonable efforts to attend work but have been unable to do so because of severe weather conditions or disruption to public transport, your AM/RC will make a decision, after consulting with you and taking into account your individual circumstances such as distance to travel, mode of transport, any health and safety issues and the needs of the business, as to whether you should:

- 3.1.1 take the time you have been absent from work as annual leave, provided you have sufficient entitlement to do so;
- 3.1.2 make up the lost time at a later date, such time to be made up **within three months**;
- 3.1.3 take the period for which you have been absent as authorised unpaid leave. An appropriate adjustment to your pay will be made in the week following the period of absence;
- 3.1.4 work from home or remotely;
- 3.1.5 work from an alternative workplace.

4 Lateness

4.1 If you are delayed getting to work because of adverse weather or travel disruption, you may have the opportunity to make up the time missed at a later date. **Your AM/RC** has an absolute discretion to waive this requirement to make up the lost time in respect of any period of absence.

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4.2 If the lateness amounts to half your daily working hours or more, your AM/RC reserves the right, taking into account your individual circumstances such as distance to travel, mode of transport, any health and safety issues and the needs of the business, to ask you to:

4.2.1 take the time as annual leave;

4.2.2 take the time as unpaid leave.

5 Temporary closure of workplace

5.1 If, exceptionally, the Company decides to close your workplace temporarily due to severe weather, transport system breakdown, security issues, etc, you will be notified by email or in person as soon as possible and will be informed of the time at which you will be expected to leave the premises.

5.2 The Company reserves the right to require essential staff, eg security, IT, laboratory workers to work during the closure.

6 Employees who are stranded following holiday

6.1 If you are on holiday and are unable to return to work on the expected return date due to travel disruption, you must notify **your AM/RC** of the fact as soon as possible and must make every reasonable effort to return to work at the earliest opportunity.

6.2 In such circumstances **your AM/RC** will make a decision, after consulting with you, as to whether you should:

6.2.1 take the time as annual leave;

6.2.2 make up the lost time at a later date;

6.2.3 take unpaid leave; or

6.2.4 work remotely if this is possible.

6.3 If you have travel insurance, you will be encouraged to claim for any loss of earnings incurred as a result of being unable to attend work.

7 Communication

7.1 If you are unable to attend work on time or at all due to adverse weather or travel disruption, you must notify **your AM/RC** as soon as this becomes apparent, and in any event within the timescales for absence reporting set out in the Company's Sickness and attendance policy.

7.2 You must check the weather or travel situation throughout the day. If the weather or travel disruption improves sufficiently to allow travel to work, you must inform **your AM/RC** and seek a decision as to whether you should attend work.

7.3 In the event of the temporary closure of your normal workplace, the Company will keep you informed by telephone or email about the planned reopening.

8 Failure to attend work

8.1 If this policy does not apply, you are expected to attend work, unless you have another valid reason for absence, such as sickness.

8.2 All other lateness or unauthorised absence by employees may give rise to disciplinary action for misconduct or lead to the termination of your Contract with immediate effect.

8.3 Failure by employees to follow the requirements and procedures set out in this policy may also give rise to disciplinary action or termination of your Contract with immediate effect.

8.4 When considering what action to take, the Company will take into account all circumstances, including (but not limited to) your distance to travel, local conditions and efforts made by others in comparable circumstances.

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4 Antenatal appointments (expectant mothers or companions)

1 Introduction

- 1.1 This policy sets out the approach that the Company will take in relation to the right enjoyed by pregnant women to time off work to attend antenatal appointments and the right of certain employees and agency workers of either sex to unpaid time off to accompany them. It also sets out the steps you should take either if you are pregnant and need to attend an antenatal appointment, or if you wish to accompany an expectant mother to such an appointment.
- 1.2 This policy applies only to employees and, in certain circumstances, to agency workers. It does not apply to consultants, contractors, volunteers, interns or casual workers.
- 1.3 This policy does not form part of any contract of employment and the Company may amend it at any time.

2 Time off for antenatal care

- 2.1 Any pregnant employee (*and, with some exceptions, any pregnant agency worker who has completed a period of 12 weeks' qualifying work with us*) is entitled to take paid time off work for antenatal care where the antenatal care is recommended by her doctor, midwife or health visitor. *Antenatal care is not necessarily restricted to medical appointments and may include relaxation or parenting classes provided that your doctor, midwife or health visitor has advised you to attend such classes.*
- 2.2 You should inform your AM/RC as soon as possible of the time and date of any appointment. Except for the first appointment, you should, if asked to do so, provide:
- 2.2.1 proof of the appointment (eg an appointment card); and
 - 2.2.2 if you have not already done so, a certificate of pregnancy (a MAT B1 form) from your doctor, midwife or registered nurse confirming your expected week of childbirth (i.e. the week, starting on a Sunday, in which your doctor or midwife expects you to give birth).
- 2.3 Please try to arrange the times of your appointments at the beginning or end of the working day and in consultation with your manager or supervisor if possible.

3 Time off to accompany an expectant mother to an antenatal appointment

- 3.1 As an employee (*or, with some exceptions, as an agency worker who has completed a period of 12 weeks' qualifying work with us*), you have the right to take a certain amount of unpaid time off during working hours (as further explained below) to accompany a pregnant woman when she attends an appointment for antenatal care if you have one of the following relationships with the pregnant woman or the expected child:
- 3.1.1 you are the husband or civil partner of the pregnant woman;
 - 3.1.2 you live with the pregnant woman in an enduring family relationship but are not her parent, adoptive parent, former adoptive parent, grandparent, sister, brother, half-sister, half-brother, aunt or uncle;
 - 3.1.3 you are the biological father of the expected child (or are legally regarded as the child's father);
 - 3.1.4 you are a woman who was the civil partner of, or married to, the pregnant woman when her pregnancy was commenced by artificial means, or you met the 'agreed female parenthood conditions' (as defined in law) at that time; or
 - 3.1.5 you are a man or woman who is in a surrogacy arrangement with the pregnant woman and you intend (after the birth) to apply for a 'parental order' in respect of the expected child and expect to be entitled to get such an order.
- 3.2 Those who qualify for this right:
- 3.2.1 may only accompany the pregnant woman to a maximum of two antenatal appointments in relation to any particular pregnancy; and
 - 3.2.2 may only take a maximum of six and a half hours off work (including travel time etc) on each such occasion.
- 3.3 If you wish to exercise your right to accompany, you should inform your AM/RC as soon as possible of:
- 3.3.1 the time and date of any appointment;
 - 3.3.2 the time of day at which you wish to start your period of time off work, and the time that the period off work will finish; and

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- 3.3.3 whether you have previously taken time off to accompany the same pregnant woman to an antenatal appointment in relation to the same pregnancy and, if so, the date of each occasion that you took such time off.
- 3.4 If you are able to influence the timing of appointments, please try to arrange them at the beginning or end of the working day and in consultation with your manager if possible.
- 3.5 If asked to do so by your AM/RC, you must (before you will be allowed to accompany the pregnant woman to the appointment) provide a signed declaration stating:
 - 3.5.1 your relationship with the pregnant woman and/or the expected child (which must fall within one or more of the categories set out under paragraph 3.1 above);
 - 3.5.2 that your purpose in taking time off is to accompany the pregnant woman when she attends an antenatal care appointment;
 - 3.5.3 that the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse; and
 - 3.5.4 the date and time of the appointment.



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5 Anti-bribery and corruption

1 Introduction

- 1.1 Bribery and corruption remain a major issue in world trade, despite the many dedicated efforts to prevent them. Our legal obligations are primarily governed by the Bribery Act 2010. That Act affects us, as a UK company, if bribery occurs anywhere in our businesses.
- 1.2 Corruption and bribery are very damaging to the societies in which they occur. They divert money and other resources from those who need them most and hinder economic and social development. They damage business, not least by increasing the cost of goods and services.
- 1.3 The Company runs its businesses with integrity and in an honest and ethical manner. All of us must work together to ensure that our businesses remain untainted by bribery or corruption. This policy is a crucial element of that effort. This policy has the full support of the Company's board, and it is the CEO's commitment to make sure it is followed. However, the policy needs the full support of you, the Company's staff, to make it work. In all our interests, the Company is relying on you to give the policy that support.
- 1.4 This policy sets out the steps all of us must take to prevent bribery and corruption in the Company's businesses in order to comply with relevant legislation and the Company's requirements. It does not form part of your Contract and the Company may amend it at any time.

2 What are bribery and corruption?

- 2.1 A '**bribe**' is a financial or other advantage offered, promised, requested or given to induce a person to perform a relevant function or activity improperly, or to reward them for doing so. In this context, a 'financial or other advantage' is likely to include cash or cash equivalent, gifts, hospitality and entertainment, services, loans, preferential treatment in a tendering process, discounts etc. The timing of the bribe is irrelevant and payments made after the relevant event will still be caught, as will bribes that are given or received unknowingly. It is not necessary for the individual or organisation actually to receive any benefit as a result of the bribe.
- 2.2 '**Bribery**' includes offering, promising, giving, accepting or seeking a bribe.
- 2.3 '**Corruption**' is the misuse of office or power for private gain.
- 2.4 All forms of bribery and corruption are strictly prohibited. If any member of staff is unsure about whether a particular act constitutes bribery, they should raise it via hr@headofficeaccounts.com.
- 2.5 This means that no person must:
- 2.5.1 give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received, or to reward any business received; or
 - 2.5.2 accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else; or
 - 2.5.3 give or offer any payment (sometimes known as a 'facilitation payment') to a government official in any country to facilitate or speed up a routine or necessary procedure.
- 2.6 No person must threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

3 Who can be involved in bribery and in what circumstances?

- 3.1 Bribery and corruption may be committed by:
- 3.1.1 the Company's employees, officers or directors;
 - 3.1.2 anyone they authorise to do things on their behalf, including workers, contractors and consultants;
 - 3.1.3 the Company's representatives and other third parties who act on its behalf;
 - 3.1.4 the Company's suppliers; and
 - 3.1.5 even the Company's customers (for example, a customer might try to induce one of the Company's employees or workers to give that customer more favourable terms).
- 3.2 Bribery can occur in both the public and private sectors. The person receiving the bribe is usually in a position to influence the award or the progress of business, often a government or other public official.

4 The legal position on bribery

- 4.1 Bribery and corruption are criminal offences in most countries where the Company does business. UK-incorporated companies, including the Company, are subject to the Bribery Act 2010. Under the Act, it is illegal:

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- 4.1.1 to pay or offer to pay a bribe;
 - 4.1.2 to receive or agree to receive a bribe;
 - 4.1.3 to bribe a foreign public official; and/or
 - 4.1.4 for a commercial organisation, to fail to have adequate procedures in place to prevent bribery.
- 4.2 It does not matter whether the bribery occurs in the UK or abroad. A corrupt act committed abroad may well result in a prosecution in the UK and/or the US, which has similar legislation. Nor does it matter whether the act is done directly or indirectly.

5 The Company’s position on bribery

- 5.1 Involvement in bribery and corruption exposes the Company and relevant individuals to a criminal offence. It will also damage our reputation and the confidence of our ’s, suppliers and business partners.
- 5.2 The Company’s position is simple: the Company conducts its businesses to the highest legal and ethical standards. The Company will not be party to corruption or bribery in any form. Such acts would damage the Company’s reputation and expose the Company, and those who work for it and represent it, to the risk of fines and imprisonment.
- 5.3 The Company takes a zero-tolerance approach to bribery and corruption by its people and its third-party representatives. We are committed to:
- 5.3.1 rejecting the facilitation of tax evasion, and
 - 5.3.2 not recommending the services of others who do not have reasonable prevention procedures in place
- 5.4 Bribery may be more widespread in some countries, and business sectors, than others. In some cases, you may be told that unless the Company pay bribes it will not win business or be able to complete contracts. That does not matter. If the Company was to be involved in even one instance of bribery, it would have shown that it engages in such conduct. It does not.
- 5.5 This ethical stance is good for our business and is non-negotiable.
- 5.6 The following table sets out some of the benefits of acting with integrity and some of the possible consequences of not acting with integrity:

Benefits of acting with integrity	Consequences of not acting with integrity
<p>Increased chances of being selected as a supplier in public and private sectors</p> <p>Other business will want to work with us</p> <p>Remain in good standing with our banks and own suppliers</p> <p>People will be more likely to want to work for us</p> <p>Protected reputation</p>	<p>A business that is involved in bribery and corruption is not in control of its dealings and is at risk of blackmail</p> <p>If the business is found guilty of bribery, or if it fails to put in place adequate procedures to prevent it, could be subject to large fines</p> <p>An allegation of bribery or failure to prevent bribery would result in severe reputational damage</p> <p>The cost of our insurance cover could increase very significantly</p> <p>Banking or supply facilities might be withdrawn or offered only on less favourable terms</p> <p>Being blacklisted for tendering for private and public sector contracts</p> <p>Good people will not want to work for us</p>

6 What are indicators of bribery and corruption?

- 6.1 Common indicators of bribery and corruption include those listed below but there may well be others. Examples include:

- 6.1.1 **Payments** are for abnormal amounts or purposes (e.g. ‘commission’), or made in an unusual way (eg what would normally be a single payment is made in stages, through a bank account never previously used, and/or in a currency or via a country which has no connection with the transaction);
- 6.1.2 **Process** is bypassed for approval or sign-off of terms or submission of tender documents, payments, or other commercial matters; those whose job it is to monitor commercial processes may be prevented from or hindered in doing so;
- 6.1.3 **Individuals** are secretive about certain matters or relationships and/or insist on dealing with particular customers or contacts personally; they may make trips at short notice without explanation, or have a more lavish lifestyle than expected;
- 6.1.4 **Decisions** are taken for which there is no clear rationale; and/or
- 6.1.5 **Records** are incomplete or missing.

7 Who is responsible for this policy

- 7.1 The CEO has overall responsibility for this policy. Managers have responsibility for it in their business streams. The Group HR Director is responsible for ensuring that this policy is adhered to by all Companies.

8 Areas of specific risk

- 8.1 Certain areas of business are often at higher risk than others. These include:

- 8.1.1 **Gifts and hospitality:** These are covered separately in *the Company’s Gifts and Hospitality Policy*. Please familiarise yourself with this.
- 8.1.2 **Facilitation payments:** These are also known as ‘grease’ payments. Usually they are small amounts paid to officials to provide goods or services to which the Company is already entitled, eg speeding up the grant of a licence or permit, or delivering goods which the Company has ordered and paid for. In some cases, they may be larger, e.g. a significant amount is demanded to complete a project (eg the last mile of a motorway, or section of a major development). Facilitation payments are common in many countries, particularly those where public officials are poorly paid. You may be told that this is normal practice and that the Company will be disadvantaged unless we do the same. But such payments are illegal under the UK Bribery Act and in many other countries where the Company does business. Whatever their size, the Company does not offer or pay them. If you are faced with a request, or a demand, for such a payment, please contact the Group HR Director immediately.
- 8.1.3 **Political contributions:** You should be aware that such contributions can be (or be seen as) bribes in disguise. The Company does not make donations to political parties. No individual is to make a donation stated to be, or which could be taken to be, on the Company’s behalf without the prior approval of the Board. You may, of course, make political donations in a personal capacity but please be sensitive to how such contributions could be perceived, especially by those who are aware of your connection with the Company.
- 8.1.4 **Charitable donations:** Bribes may even be disguised as charitable donations. Again, for that reason, donations we make are approved by resolution of the Board and recorded. Whilst individuals may of course make personal donations to charity, they should not do so on behalf of the Company without prior approval from the Board.

9 Local circumstances

- 9.1 The Company understands that different parts of the world have different social and cultural customs. This does not affect the Company’s stand that it does not pay or accept bribes or act corruptly: it does not and will not. However, subject to that position, the Company understands the need to be sensitive to local customs. For example, there are cultures in which refusing (or even failing to offer) a gift is considered impolite and could alienate a key contact. In such cases, please refer to hr@headofficeaccounts.com.

10 Exceptional circumstances

- 10.1 In some circumstances a payment is justifiable. If one of the Company’s people is faced with a threat to his or her personal safety or that of another person if a payment is not made, they should pay it without fear of recrimination. In such cases, however, the Group HR Director must be contacted as soon as possible, and the payment and the circumstances in which it was made must be fully documented and reported to the Group HR Director within five working days. Consider carefully whether to involve the police. There may be cases

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where this will actually make the situation worse. If, on consideration, this appears to be the best course of action, always consult the Group HR Director first.

11 Risk assessment

11.1 The risk of bribery and corruption in the Company's business will vary by area. The Manager of each business unit, working with the Group HR Director, are responsible for assessing the level of risk to which their business unit is subject, and, with the approval of the Group HR Director, putting in place any measures additional to those outlined in this policy they consider are required.

12 Records

12.1 It is essential that the Company keeps full and accurate records of all its financial dealings. Transparency is vital; false or misleading records could be very damaging to the Company. Under money laundering regulations the Company's lawyers and accountants are obliged to report anything which appears to be irregular.

12.2 All staff must therefore declare and properly record (in writing) all hospitality and gifts given or received in accordance with the Company's *Gifts and Hospitality Policy*. All staff must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with the Company's prevailing *Expenses Policy and Procedure* and properly record the reason for the expenditure.

12.3 All accounts, invoices, credit notes, purchase orders and other records relating to dealing with third parties (including suppliers and customers) must be properly prepared in accordance with the Company's prevailing practices and requirements and with accuracy and completeness. No account may be kept 'off book'.

13 Implementation

13.1 Overall responsibility for policy implementation and review rests with the Group HR Director and members of senior management. However, everyone who performs services on behalf of the Company is required to adhere to and support the implementation of the policy. The Company will inform all existing employees and workers about this policy and their role in the implementation of the policy. We will also give all new employees and workers notice of the policy on induction.

13.2 This policy will be implemented through the development and maintenance of procedures for appraisals and one-to-one meetings, using template forms, and guidance given to both managers, employees and workers on the process.

14 Monitoring

14.1 Everyone in the Company must observe the requirements of this policy. It will count for nothing unless we do. We will monitor the policy regularly to make sure it is being adhered to. In doing this, they act in the interest of the business as a whole, and it is therefore the responsibility of all of us to help them in this. The Group HR Director will report regularly to the CEO on compliance with this policy.

15 Your responsibility

15.1 Everyone in the Company is responsible:

15.1.1 for reading and being aware of the contents of this policy and complying with it;

15.1.2 for keeping full and accurate records of all cases where bribery is suspected; and

15.1.3 for reporting cases where the individual knows, or has a reasonable suspicion, that bribery has occurred or is likely to occur in any of the Company's businesses.

15.2 We will not penalise anyone who loses business as a result of not engaging in bribery or corruption.

16 What to do if you think something is wrong

16.1 Each of us has a responsibility to speak out if we discover anything corrupt or otherwise improper occurring in relation to the business. The Company cannot maintain its integrity unless we do that. If you are offered a bribe, or are asked to make one, or if you discover or suspect that any bribery or corruption has occurred or may occur, whether:

16.1.1 by another member of staff;

16.1.2 by a third party who represents the Company;

16.1.3 by one of the Company's suppliers or competitors;

16.1.4 or by anyone else—perhaps even a customer seeking to get better terms from the Company you must report it under the procedure set out in the Company's Whistleblowing Policy.

16.2 You must make your report as soon as reasonably practicable. You may be required to explain any delays.

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17 Compliance with this policy

- 17.1 The Company takes compliance with this policy very seriously. Failure to comply puts both individuals and the Company at risk.
- 17.2 Individuals may commit a criminal offence if they fail to comply with this policy. The criminal law relating to bribery and corruption carries severe penalties.
- 17.3 Because of the importance of this policy, failure to comply with any requirement of it may lead to disciplinary action under our procedures, and this action may result in dismissal for gross misconduct. Any worker who breaches this policy is liable to have their Contract terminated with immediate effect.
- 17.4 If you are in doubt about anything in this policy, do not hesitate to contact hr@headofficeaccounts.com.



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6 Anti-slavery

1 What is slavery?

1.1 The Modern Slavery Act (MSA) 2015 covers four activities:

Slavery	Exercising powers of ownership over a person
Servitude	The obligation to provide services is imposed by the use of coercion
Forced or compulsory labour	Work or services are exacted from a person under the menace of any penalty and for which the person has not offered themselves voluntarily
Human trafficking	Arranging or facilitating the travel of another person with a view to their exploitation

1.2 This policy covers all four activities.

2 How is it relevant to us?

2.1 Modern slavery is a complex and multi-faceted crime and tackling it requires all of us to play a part. At first glance, you may think this whole subject is irrelevant to us, but it's not.

2.2 At a very basic level, of course preventing exploitation and human trafficking, and protecting our workforce and reputation makes good business sense.

2.3 The MSA 2015 recognises the important part businesses can and should play in tackling slavery and encourages them to do more.

2.4 With this in mind, we need to pay particularly close attention to:

2.4.1 our supply chain;

2.4.2 any outsourced activities, particularly to jurisdictions that may not have adequate safeguards;

2.4.3 cleaning and catering suppliers; and

2.4.4 corporate hospitality.

3 Responsibilities

3.1 The Company, our managers and colleagues have responsibilities to ensure our fellow workers are safeguarded, treated fairly and with dignity.

3.2 Everyone must observe this policy and be aware that turning a blind eye is unacceptable and simply not an option.

3.3 The Company

3.3.1 We will:

(a) maintain clear policies and procedures preventing exploitation and human trafficking, and protecting our workforce and reputation

(b) be clear about our recruitment policy (see Recruitment)

(c) lead by example by making appropriate checks on all employees, workers, recruitment agencies, suppliers, etc to ensure we know who is working for us

(d) ensure we have in place an open and transparent grievance process for all staff

(e) seek to raise awareness so that our colleagues know what we are doing to promote their welfare

(f) make a clear statement that we take our responsibilities to our employees, workers and our clients seriously (see Anti-slavery statement)

3.4 Managers

3.4.1 Managers will:

(a) listen and be approachable to colleagues

(b) respond appropriately if they are told something that might indicate a colleague is in an exploitative situation

(c) remain alert to indicators of slavery (see Identifying slavery)

(d) raise the awareness of our colleagues, by discussing issues and providing training, so that everyone can spot the signs of trafficking and exploitation and know what to do

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- (e) use their experience and professional judgement to gauge situations

3.5 Colleagues

- 3.5.1 We all have responsibilities under this policy. Whatever your role or level of seniority, you must:
- (a) keep your eyes and ears open—if you suspect a colleague is being controlled or forced by someone else to work or provide services, follow our reporting procedure (see Reporting slavery)
 - (b) follow our reporting procedure if a colleague tells you something you think might indicate they are or someone else is being exploited or ill-treated
 - (c) tell us if you think there is more, we can do to prevent people from being exploited

4 The risks

- 4.1 The principal area of risk we face, related to slavery and human trafficking, is recruitment.
 4.2 We manage this risk area through our procedures set out in this policy.

5 Our procedures

5.1 Anti-slavery statement

- 5.1.1 We make a clear statement that we take our responsibilities to our employees, workers and people working within our supply chain and our clients seriously.
 5.1.2 We make this statement through this policy **and** on our website.

5.1.3 Our statement

- (a) Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery, and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business.
- (b) We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout others we deal with, consistent with our disclosure obligations under the Modern Slavery Act 2015. We expect the same high standards from all of our contractors, suppliers and other business partners, and as part of our contracting processes, we include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.
- (c) This policy sets out the key risk areas we face and our approach to avoiding and preventing modern slavery.

5.2 Recruitment

- 5.2.1 We always ensure all those working for us have a written contract or agreement and that they have not had to pay any direct or indirect fees to obtain work.
 5.2.2 We always ensure all those working for us are legally able to work in the UK.
 5.2.3 We check the names and addresses of those working for us (a number of people listing the same address may indicate high shared occupancy, often a factor for those being exploited).
 5.2.4 We provide information to all new recruits on their statutory rights including sick pay, holiday pay and any other benefits they may be entitled to.

5.3 If, through our recruitment process, we suspect someone is being exploited, we will follow our reporting procedures (See Reporting slavery).

6 Identifying slavery

- 6.1 There is no typical victim. and some victims do not understand they have been exploited and are entitled to help and support.
 6.2 However, the following key signs could indicate that someone may be a slavery or trafficking victim.
- 6.2.1 The person is not in possession of their own passport, identification or travel documents.
 - 6.2.2 The person is acting as though they are being instructed or coached by someone else.
 - 6.2.3 They allow others to speak for them when spoken to directly.

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- 6.2.4 They are dropped off and collected from work.
- 6.2.5 The person is withdrawn or they appear frightened.
- 6.2.6 The person does not seem to be able to contact friends or family freely.
- 6.2.7 The person has limited social interaction or contact with people outside their immediate environment.
- 6.3 This list is not exhaustive.
- 6.4 Remember, a person may display a number of the trafficking indicators set out above, but they may not necessarily be a victim of slavery or trafficking. Often you will build up a picture of the person's circumstances which may indicate something is not quite right.
- 6.5 If you have a suspicion, report it.
- 7 Reporting slavery**
- 7.1 Talking to someone about your concerns may stop someone else from being exploited or abused.
- 7.2 If you think that someone is in immediate danger, dial 999.
- 7.3 Otherwise, you should raise your concerns via hr@headofficeaccounts.com.
- 7.4 Not all victims may want to be helped and there may be instances where reporting a suspected trafficking case puts the potential victim at risk, so it is important that in the absence of an immediate danger, you discuss your concerns first with the Group HR Director before taking any further action.
- 8 Training**
- 8.1 We provide specialist training to those staff members who are involved in managing recruitment.
- 8.2 More general awareness training is provided via managers and posters on sites.
- 9 Monitoring our procedures**
- 9.1 We will review our Anti-slavery policy regularly, at least annually. We will provide information and/or training on any changes we make.



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7 Code of conduct and disciplinary and dismissal procedure

1 Introduction

- 1.1 The Disciplinary Procedure set out below is designed to ensure that all employees of the Company are treated fairly and consistently, to ensure the efficient and safe performance of work and to promote the maintenance of good relations between colleagues and between employees and their managers.
- 1.2 You should familiarise yourself with and abide by the Code of Conduct and Disciplinary Procedure. The Disciplinary Procedure applies to employees only. Where there is a breach of the Company's Code of Conduct by a worker, they are liable to have their Contract terminated with immediate effect.
- 1.3 The Disciplinary Procedure will be used where there are possible issues of misconduct. This procedure does not apply to cases where an employee fails to perform to the required standard as a result of lack of skill, capability or training or has genuine sickness absence. In those cases, reference should be made to the Capability Procedure.
- 1.4 The Disciplinary Policy and Procedure is for guidance only. It is intended only as a statement of the Company's policy and does not form part of your Contract or otherwise have contractual effect. The Company reserves the right to make additions or alterations to the policy from time to time and you will be notified of any such additions or alterations.
- 1.5 Where appropriate, reference to the Company includes all group companies.

2 Code of Conduct

- 2.1 The Code of Conduct is designed to cover the main areas of the standards of behaviour and performance required by the Company. The Code includes:
- 2.1.1 Code of Acceptable Behaviour (see Section 2.3 below) with which you are required to comply;
 - 2.1.2 Company rules (see Section 2.5 below) with which you are required to comply;
 - 2.1.3 examples of misconduct falling short of gross misconduct (see Section 2.6 below); and
 - 2.1.4 examples of misconduct which the Company normally regards as gross misconduct (see Section 2.7 below).
- 2.2 A breach of the Company rules will render you liable to disciplinary action in accordance with the Disciplinary procedure. An instance of gross misconduct will normally render you liable to dismissal without notice.
- 2.3 In the case of workers who breach the Code of Conduct, any reference to 'employee' in the Code is to include a reference to 'worker'.

2.4 Code of Acceptable Behaviour

2.4.1 The Company expects the highest standard of behaviour from those who work in the business and for everyone to be aware of how their behaviour can affect others. To achieve this standard, it is the general expectation that everyone, including others who may be working on behalf of the Company, will behave in an acceptable manner - treating others with courtesy, respect and consideration – and conducting themselves professionally when interacting with staff and clients. We are fully committed to creating and sustaining a positive and mutually supportive working environment where people can work productively and collaboratively, and where people are equally valued and respected.

2.4.2 Acceptable Behaviour

The Company expects that all those working for it will conduct themselves in a professional and appropriate manner when interacting with and influencing others, or when managing colleagues. All members of staff should be aware of their own behaviour and how it impacts on others. We recognise that personalities, characters, and management styles are all different, but the expectation is that the way that we approach our working life must always be acceptable to others through applying principles such as:

- Working co-operatively with others in order to achieve objectives;
- Managing performance in an appropriate and fair manner;
- Giving and receiving constructive feedback as part of normal day-to-day work activity, that is evidence-based and that is delivered in an appropriate manner;
- Using understanding of other people's perspectives to help reach agreement;
- Establishing good working relationships.

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2.4.3 Unacceptable Behaviour

Unacceptable behaviour may involve actions, words or physical gestures that could reasonably be perceived to be the cause of another person's distress or discomfort. Unacceptable behaviour does not necessarily have to be face-to-face, and may take many forms such as written, telephone or e-mail communications, or through the use of social media. Such behaviours may also contravene equality and/or employment legislation. For the avoidance of doubt and for the purposes of this policy, invoking company procedures connected to areas such as conduct, capability or discipline where such procedures are applied reasonably and appropriately will not constitute unacceptable behaviour.

Some examples of unacceptable behaviour are:

- Aggressive or abusive behaviour, such as shouting or personal insults;
- Swearing and use of foul or offensive language;
- Spreading malicious rumours or gossip;
- Lack of awareness or consideration of diversity, particularly when related to a protected characteristic under the Equality Act 2010;
- Misuse of power or position;
- Unwanted physical contact;
- Offensive comments or body language.

2.4.4 Eating at Work

Eating at work It is strictly prohibited for Receptionists to eat on the main front desk at any time during the day. Employees wishing to eat food at work must do so behind the scenes and not in view of applicants. Employees should adhere to eating food at lunch times and break times only. It is not acceptable for branch staff to be non-productive by eating at peak canvassing and peak temp check in times as this is detrimental to the business. This shall be treated as misconduct and may result in disciplinary action if you are an employee or termination of your Contract with immediate effect. (Exceptions to this rule may be considered where they are for medical or religious reasons only.)

In addition, strong smelling food that permeates working and reception areas is not acceptable.

2.4.5 Office Up-Keep

It is the responsibility of all staff to ensure the Company's offices are professionally maintained. This includes both furniture and fixtures and in keeping with this it is not acceptable to pin anything on the walls that is unrelated to business. The types of wall hangings allowed are maps, pin boards, white boards, professional prints and calendars. It is also not permissible to hang girlie nude calendars, or male nude calendars or prints in the offices as this may be viewed as offensive and inappropriate in the workplace. Please make sure the office is kept in an orderly organised manner.

2.4.6 Personal photographs are only acceptable if not on display where members of the public may see them.

2.5 **Company rules**

2.5.1 The Company rules and the examples of misconduct are not exhaustive. You are under a duty to comply with the standards of behaviour and performance required by the Company and to behave in a reasonable manner at all times. The Company rules include the following:

- (a) you are required to comply with the rules relating to notification of absence, *which are set out in the Company's Sickness and attendance policy and procedure;*
- (b) you are required to arrive at work promptly, ready to start work at your contracted starting times, and are required to remain at work until your contracted finishing times;
- (c) you may be required to work additional hours at short notice, as the needs of the business require;
- (d) you must obtain management authorisation if for any reason you wish to arrive later or leave earlier than your normal start and finish times;
- (e) the Company reserves the right not to pay you in respect of working time lost because of poor timekeeping;
- (f) persistent poor timekeeping will result in disciplinary action for employees or termination of Contract with immediate effect;

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- (g) you are solely responsible for your own time recording on commencing and finishing work. Any errors or omissions must be corrected by you and raised with management who will authorise or endorse any amendment;
- (h) you are required to maintain satisfactory standards of performance at work, a high level of quality, accuracy and diligence;
- (i) you are required to keep confidential, both during your employment and at all times after its termination, all information gained in the course of your employment about the business of the Company, and that of the Company's customers, suppliers and business partners, except in circumstances in which you are required to disclose information by law or in the course of the performance of your duties with the Company;
- (j) you are not permitted to engage in any activity outside your employment with the Company which could reasonably be interpreted as competing with the Company;
- (k) you are required to dress in a manner appropriate to the function in which you are engaged;
- (l) you may be required from time to time to undertake duties outside your normal job remit;
- (m) you may be required from time to time to work at locations other than your normal place of work;
- (n) you are required to co-operate fully with your colleagues and with management and to ensure the maintenance of acceptable standards of politeness;
- (o) you are required to take all necessary steps required to safeguard the public image of the Company and preserve positive relationships with its customers;
- (p) you are required to comply with the Company's operating policies and procedures;
- (q) you are required to ensure that you do not breach the Company's policies on equality and/or bullying;
- (r) you are required to gain an understanding of the Company's health and safety procedures, observe them and ensure that safety equipment and clothing is always used;
- (s) all accidents, however minor, must be reported to management as soon as possible, and an entry made in the Company's accident book;
- (t) you are not permitted to make use of the Company's communication systems without management permission;
- (u) Company property and equipment must not be taken from the Company's premises other than for use on authorised Company business;
- (v) you are solely responsible for the safety of your personal possessions while in the Company's premises. You must ensure that your possessions are at all times kept in a safe place; and
- (w) if you find an item of personal property on the premises, you are required to inform management immediately.

2.6 Misconduct (falling short of gross misconduct)

2.6.1 Set out below are examples of behaviour which the Company treats as misconduct falling short of gross misconduct. Such behaviour will normally render you liable to sanction under the Disciplinary Procedure. You should note that this list is not exhaustive. Examples include:

- (a) failure to adhere to working hours, eg persistent lateness;
- (b) unauthorised absence;
- (c) unacceptable level of absence;
- (d) failure to follow the Company's procedures (note very serious failures may constitute gross misconduct);
- (e) breach of the Company's policies;
- (f) inappropriate dress or appearance which is below acceptable standards; and
- (g) helping another employee (in any way) to commit a disciplinary offence.

2.7 Gross misconduct

2.7.1 Set out below are examples of behaviour which the Company treats as gross misconduct. Such behaviour will normally render you liable to dismissal without notice. You should note that this list is not exhaustive. Examples include:

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- (a) theft, dishonesty, or fraud;
- (b) assault, act of violence, or aggression;
- (c) unacceptable use of obscene or abusive language (including language of a discriminatory nature);
- (d) possession or use of non-prescribed drugs on Company premises or during working hours;
- (e) possession or consumption of alcohol on Company premises or during working hours, other than on occasions approved by the Company;
- (f) serious incapability at work brought on by alcohol or non-prescribed drugs;
- (g) wilful damage to the Company's property or the property of its employees, workers, customers, suppliers or business partners;
- (h) serious insubordination;
- (i) falsification of records or other Company documents, including those relating to obtaining employment;
- (j) unlawful discrimination, harassment or bullying;
- (k) refusal to carry out reasonable management instructions;
- (l) gambling, bribery corruption or tax evasion facilitation;
- (m) acts of indecency or sexual harassment;
- (n) serious breach of the health and safety policies and procedures, or endangering the health and safety of a fellow employee, client or third party;
- (o) breach of the Company's policy regarding smoking;
- (p) breach of confidentiality, including the unauthorised disclosure of Company business to the media or any other party (this rule does not apply to making, in good faith, a protected disclosure within the meaning of Part IVA of the Employment Rights Act 1996 (whistleblowing) or to a relevant pay disclosure made in compliance with section 77 of the Equality Act 2010);
- (q) unauthorised access to or use of computer data or computer hardware;
- (r) copying of computer software, other than when authorised in the employee's normal course of employment;
- (s) bringing the Company into disrepute;
- (t) misuse of the Company name;
- (u) serious breach of the Company's policies or procedures;
- (v) serious negligence which causes or might cause unacceptable loss, damage or injury; or
- (w) conviction of a criminal offence (except for minor road traffic offences) that impacts on your suitability to do your job or your relationship with the Company, your work colleagues or the Company's customers, suppliers or business partners.

3 Disciplinary procedure

3.1 The Company recognises the importance of dealing with disciplinary matters without undue delay.

3.2 Investigation

3.2.1 If any complaint of misconduct is made against you, an investigation will usually be carried out by an appropriate senior manager of the Company. The Company will, at its sole discretion, determine who is an appropriate person to carry out the role of the investigating officer (the 'Investigating Officer'). You must cooperate fully and promptly in any investigation.

3.2.2 On completion of the investigation, the Investigating Officer will recommend whether a disciplinary hearing should be convened or some other steps taken in relation to the situation.

3.2.3 You do not have a statutory right to be accompanied at any investigatory meeting.

3.3 Suspension

If the Company has any grounds to believe that you may be guilty of misconduct which the Company considers (at its absolute discretion) to be serious misconduct, where relationships have broken down, or where the Company has any grounds to consider that its property or responsibilities to other parties are at risk, or where the Company considers in its absolute discretion that your continued presence at the Company's premises would hinder an investigation, the Company will be entitled to suspend you on full pay or, in the case of serious allegations against you and if appropriate in all the circumstances, without pay. Any such suspension will

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normally last only as long as required to enable an investigation into the circumstances giving rise to such belief of serious misconduct to be carried out and any disciplinary hearing to be convened. Any such period of suspension is not a punishment, nor considered as disciplinary action against you, nor does it imply that any decision has been taken about your case. If you fall ill during the period of suspension, you will be paid according to the Company's sick pay policy.

3.4 Attendance at disciplinary and appeal hearings

You should make every effort to attend any disciplinary hearing (including any appeal hearing). If the person accompanying you cannot attend on the proposed date for the hearing, you may suggest a reasonable alternative date, which must be within five working days of the date first proposed. This five-day time limit may be extended by mutual agreement between you and the Company. If you fail to attend any re-arranged hearing without good cause, the Company will be entitled to make a decision on the evidence available at the re-arranged hearing in your absence.

3.5 Right to be accompanied at disciplinary and appeal hearings

3.5.1 You are entitled to be accompanied at any disciplinary hearing (including any appeal hearing) by a fellow work colleague of your choice or trade union representative who meets the statutory requirements. Please note that it is your responsibility to secure the attendance at any hearing of any fellow work colleague. You may not be accompanied by:

- (a) any other person, such as a relative, without the prior agreement of the Company; or
- (b) a legal representative.

3.5.2 The person accompanying you is entitled to address the hearing to put and sum up your case, respond on your behalf to any views expressed at the hearing and confer with you during the hearing. The person accompanying you does not have the right to answer questions on your behalf, address the hearing if you do not wish it or prevent the Company from explaining its case. Any work colleague you have requested to accompany you will be given a reasonable amount of paid time off to prepare for and attend the hearing.

3.6 Disciplinary hearing

3.6.1 You will receive advance written notice of any disciplinary hearing

3.6.2 A disciplinary hearing will be convened as soon as reasonably practicable after the conclusion of the investigation. No decision will be made as to whether any disciplinary action is to be taken or the nature of any disciplinary action to be taken before the hearing takes place.

3.6.3 Where possible, the hearing will usually be heard and chaired by a manager or director who was not involved in the investigation (the 'Chairperson').

3.6.4 Where possible, another manager or member of the Company's HR department, who is not involved in the case, will be present at the hearing to take notes.

3.6.5 At the hearing, the Chairperson will explain the complaint against you and go through the evidence that has been gathered. You will have an opportunity to state your case in relation to the allegations and challenge any evidence produced in support of the allegations by the Company. You will be permitted to ask questions, present evidence and call witnesses (provided that the Chairperson is notified in advance of the hearing of the names of such witnesses and their relevance to the allegations). You will also be given an opportunity to raise points about any information provided by witnesses. Any witness you have requested to attend a hearing with you who is a fellow work colleague will be given a reasonable amount of time off work to prepare for and attend the hearing.

3.6.6 The proceedings, any statements and all documents and records relating to disciplinary hearings will be kept confidential.

3.7 Adjournment

The Chairperson will have discretion to adjourn any disciplinary hearing (including any appeal hearing) as appropriate at the reasonable request of the Company or you or otherwise as he, at his discretion, deems necessary.

3.8 Decision

At the end of the disciplinary hearing, the Chairperson will normally adjourn the meeting before making a decision. Following the adjournment, the Chairperson may issue an oral decision. If the Chairperson is unable

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to reach an immediate decision following the hearing, he is entitled to deliberate on the hearing prior to issuing a decision in writing. In any event, written notification of the outcome of the hearing will usually be sent to you within five working days of the hearing, or as soon as reasonably practicable, together with an explanation of any disciplinary action to be taken and notification of your right to appeal.

3.9 Levels of disciplinary sanction

3.9.1 Very minor cases of misconduct will be dealt with informally, with the objective of improving your conduct. Where the matter is more serious, or where you have failed to improve your conduct, formal action will be taken as described below.

3.9.2 There are three levels of disciplinary sanction. Other than in cases of gross misconduct, you will not normally be dismissed for a first offence. The Company reserves the right to impose sanctions at any level, or to skip levels, depending on the circumstances of the case.

(a) Level 1 – Verbal warning

In cases of misconduct you may be given a formal verbal warning.

A verbal warning will normally remain in force for six months and a copy of the warning will be kept on your personnel record. It will normally be disregarded for disciplinary purposes after a period of six months, or any longer period specified in the warning subject to satisfactory conduct and performance during that time, but will form a permanent part of your personnel record.

(b) Level 2—Written warning

In the event of a failure to improve or change behaviour during the currency of a prior warning or where the misconduct, infringement or offence is sufficiently serious to issue a written warning, a first written warning may be given to you.

A first written warning will normally remain in force for six months and a copy of the warning will be kept on your personnel record. It will normally be disregarded for disciplinary purposes after a period of six months, or any longer period specified in the warning subject to satisfactory conduct and performance during that time, but will form a permanent part of your personnel record.

(c) Level 3—Final written warning

In the event of a failure to improve or change behaviour during the currency of a prior warning or where the misconduct, infringement or offence is sufficiently serious to warrant only one written warning before dismissal, a final written warning may be given to you.

A final written warning will normally remain in force for 12 months and a copy of the final written warning will be kept on your personnel record. In exceptional cases, depending upon the seriousness and nature of the behaviour, misconduct or infringement, the period for which the final written warning remains in force may be longer. The final written warning will normally be disregarded for disciplinary purposes after a period of 12 months or any longer period specified in the warning, subject to satisfactory conduct and performance during that time, but will form a permanent part of your personnel record.

(d) Level 4—Dismissal or other sanction

In the event of a failure to improve or change behaviour or improve conduct during the currency of a prior warning, or where the misconduct, infringement or offence is sufficiently serious to warrant dismissal, or if you are guilty of an act of gross misconduct (see Section 2.7 above for a non-exhaustive list of examples), dismissal will normally result.

A decision to dismiss will only be taken by a manager who has the authority to do so.

In the case of dismissal (including summary dismissal), you will, as soon as is reasonably practicable, be provided with written confirmation of the dismissal.

3.9.3 Action other than dismissal

If a sanction other than dismissal is to be imposed (eg demotion, removal of bonus), you will, as soon as is reasonably practicable, be provided with written confirmation of the action to be taken, how it is to be implemented, the reason for the action, the date on which it will come into force (if appropriate)

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and information on your right to appeal. These sanctions may be used in conjunction with a written warning.

3.9.4 Summary dismissal

If you are guilty of an act of gross misconduct or some other fundamental breach of the Company's rules or of your Contract, you may be summarily dismissed. This means that there will be no obligation on the Company to allow you to work your notice period or make a payment in lieu of notice.

If your behaviour justifies it, the Company may summarily dismiss you without any previous warning(s) having been given.

3.10 Appeals

3.10.1 If you wish to appeal against a disciplinary decision or sanction, you must inform the Company by emailing hr@headofficeaccounts.com within five working days of receiving notification of the disciplinary decision. Your written notification should specify the grounds for the appeal. If you wish to produce additional evidence to support your case then this must be provided in advance of the appeal hearing.

3.10.2 All appeals will be dealt with as promptly as possible and a date will be set for the appeal hearing as soon as is reasonably practicable after we have received written notification of your appeal. The appeal will be heard as soon as is reasonably practicable.

3.10.3 Wherever possible, the appeal will be heard by a manager or director of the Company who has not been involved in the investigation or disciplinary hearing and/or who is more senior than the person who heard the disciplinary hearing (the 'Appeal Chairperson'). If there is no internal person available to hear the appeal, an external consultant may act as Appeals Officer.

3.10.4 At the appeal hearing, you will be asked to present your appeal to the Appeals Officer.

3.10.5 The Appeals Officer will confirm to you in writing the outcome of the appeal hearing usually within five working days of the appeal hearing, or as soon as is reasonably practicable.

3.10.6 The Appeals Officer's decision will be final. There is no further right of appeal.



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8 Complaints Procedure (Workers)

1 Complaints Policy

1.1 The Company is committed to providing a high-level service to our customers, our temporary workers. If you do not receive satisfaction from us we need you to tell us about it. This will help us to improve our standards.

2 Complaints Procedure

2.1 If you have a complaint, please contact hr@headofficeaccounts.com.

2.2 We will send you a letter acknowledging your and asking you to confirm or explain the details set out. We will also let you know who will be dealing with your complaint. You can expect to receive our letter within 2-5 days of us receiving your complaint.

2.3 We will record your complaint within a day of having received it.

2.4 We will acknowledge your reply to our acknowledgment letter and confirm what will happen next. You can expect to receive our acknowledgement letter within 2-5 days of your reply.

2.5 We will then start to investigate your complaint. This will normally involve the following steps:

2.5.1 We may ask the member of staff who dealt with you to reply to your complaint within 5 days of our request;

2.5.2 We will then examine the member of staff's reply and the information you have provided for us. If necessary, we may ask you to speak to them. This will take up to 4 days from receiving their reply.

2.6 We will then invite you to meet us to discuss and hopefully resolve your complaint.

2.7 We will write to you after the meeting to confirm what took place and any solutions he has agreed with you.

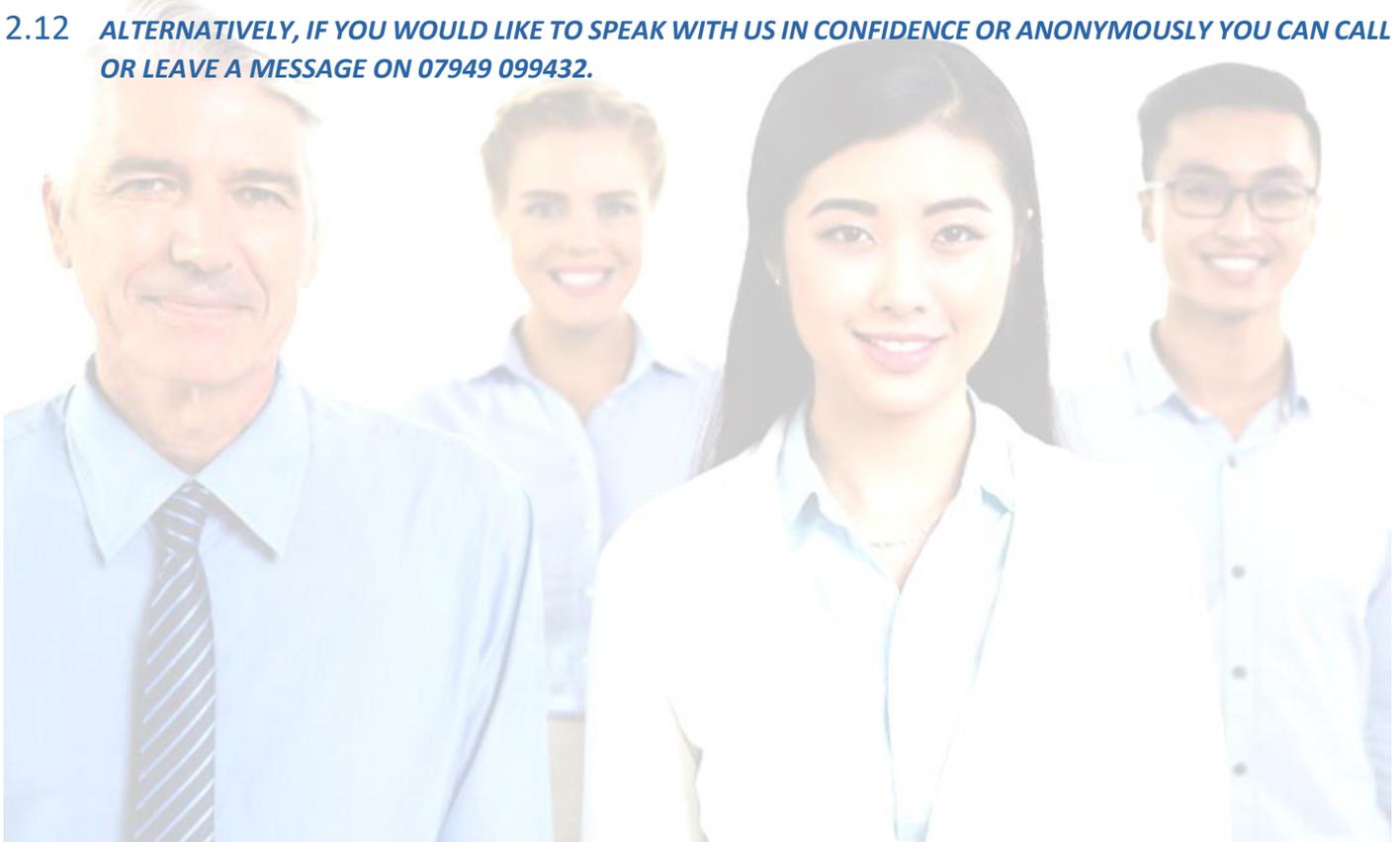
2.8 If you do not want a meeting or it is not possible, we will send you a detailed reply to your complaint. This will include his suggestions for resolving the matter.

2.9 At this stage, if you are still not satisfied you can write to us again at hr@headofficeaccounts.com for a review of the decision within a week of receiving the initial decision.

2.10 We will let you know of the outcome of this review within 5 days of the end of the review, where practicable to do so. We will write to you confirming our final position on your complaint and explaining our reasons. If you are still not satisfied you can contact the Gangmasters Licensing Authority on 0800 432 0804 or via email (intelligence@gla.gov.uk) where appropriate.

2.11 If we have to change any of the time scales above, we will let you know and explain why.

2.12 **ALTERNATIVELY, IF YOU WOULD LIKE TO SPEAK WITH US IN CONFIDENCE OR ANONYMOUSLY YOU CAN CALL OR LEAVE A MESSAGE ON 07949 099432.**



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9 Criminal records and DBS checks

1 Introduction

- 1.1 This policy supplements the Company's Data Protection Policy.
- 1.2 This document sets out the Company's policy on asking questions about a prospective (or existing) employee's or worker's criminal record and carrying out Disclosure and Barring Service (DBS) checks.
- 1.3 This policy sets out our commitment to comply with the DBS Code of Practice and our data protection obligations, to treat employees and workers fairly and not to discriminate unfairly against any subject of a criminal record check on the basis of a conviction or other information revealed. Its purpose is to set out how we comply with our data protection obligations in respect of criminal records information and seek to protect such information, and to ensure that staff understand and comply with the rules governing the collection, use and deletion of criminal records information to which they may have access in the course of their work.
- 1.4 We are committed to complying with our data protection obligations and the DBS Code of Practice in relation to criminal records information, in particular:
 - 1.4.1 in relation to the circumstances in which we seek criminal records information;
 - 1.4.2 by being concise, clear and transparent about how we obtain and use such information, and how (and when) we delete it once it is no longer required; and
 - 1.4.3 by ensuring the correct handling, use, storage, retention and disposal of DBS certificates and certificate information.
- 1.5 The Group HR Director is responsible for informing and advising the Company and its staff on its data protection obligations, including in relation to criminal records information, and for monitoring compliance with those obligations and with the Company's policies. If you have any questions or comments about the content of this policy or if you need further information, you should contact hr@headofficeaccounts.com.

2 Policy statement

- 2.1 Having a criminal record will not necessarily bar you from working with us. We will take into account the circumstances and background of any offences and whether they are relevant to the position in question, balancing the rights and interests of the individual, our employees, workers, customers/clients, suppliers and the public.
- 2.2 We will treat all applicants, employees, workers and volunteers fairly but reserve the right to withdraw an offer of employment or terminate your employment if you do not disclose relevant information, or if a DBS check reveals information which we reasonably believe would make you unsuitable for the role.

3 Scope and definitions

- 3.1 This policy applies to criminal records information relating to job applicants and current and former staff, including employees, workers, interns, volunteers and apprentices.
- 3.2 Staff should refer to the Company's Data Protection Policy and Data Protection Privacy Notice and, where appropriate, to its other relevant policies.
- 3.3 We will review and update this policy annually in accordance with our data protection obligations. It does not form part of your Contract and we may amend, update or supplement it from time to time. We will circulate any new or modified policy to staff when it is adopted.
- 3.4 The definitions set out in the Company's Data Protection Policy apply to terms used in this policy.

4 Asking for criminal records information

- 4.1 Before recruiting for any post which requires a criminal record check to be completed, the Company will, with advice from the Group HR Director, assess whether it is justified in seeking criminal records information for that particular post (see paragraph 4.3 below) and, if so:
 - 4.1.1 whether it is appropriate to limit the information sought to offences that have a direct bearing on suitability for the job in question; and
 - 4.1.2 whether the information should be verified with the DBS.
- 4.2 If an assessment under paragraph 4.1 has been carried out for the same or a similar post within the last 12 months, the Company may rely on that assessment.
- 4.3 The Company will be justified in obtaining criminal records information for a particular post if it is necessary:
 - 4.3.1 for the performance of the employment contract for that post;
 - 4.3.2 in order for the Company to comply with a legal obligation to which it is subject;
 - 4.3.3 in order to protect the vital interests of vulnerable third parties; and/or
 - 4.3.4 for the purposes of the Company's legitimate interests.

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- 4.4 The level of criminal records information and DBS check that the Company is entitled to request (ie a criminal records certificate (CRC) or enhanced criminal records certificate (ECRC)) will depend on the post for which the individual's suitability is being assessed. Further details are set out in Annex 1 to this policy.
- 4.5 We will only ask an individual to provide criminal records information in relation to convictions and cautions that the Company would be legally entitled to see in a DBS check for the relevant post (see paragraph 4.4 above). For further information on filtering, see Annex 1.
- 4.6 Where a DBS check is identified as necessary, any application forms, job adverts and recruitment briefs will contain a statement that an application for a DBS certificate will be submitted in the event of the individual being offered the position.
- 4.7 Applicants will only be asked to complete a criminal records information form before an offer of employment is made unconditional; they will not be asked to do so during the earlier short-listing, interview or decision-making stages.
- 4.8 Before a criminal records check is conducted in relation to an individual, they will be provided with a copy of this policy.
- 4.9 If the Company is not justified in seeking criminal records information for the post, it will not ask an applicant for criminal records information.
- 4.10 If it is assessed that the Company should use the DBS to verify criminal records information, the Company will:
- 4.10.1 provide the individual concerned with a copy of the Company's data handling policy (set out in Annex 2 to this policy) before asking for their consent to use their information to access the DBS update service;
- 4.10.2 make every subject of a DBS check aware of the existence of the DBS Code of Practice and makes a copy available on request; and
- 4.10.3 comply with the DBS Code of Practice.
- 4.11 The Company will not rely on a previously-issued DBS certificate.
- 4.12 Once criminal records information has been verified through a DBS check, the Company will:
- 4.12.1 if inconsistencies emerge between the information provided by the individual and the information in the DBS certificate, give the individual the opportunity to provide an explanation in accordance with paragraph 5;
- 4.12.2 record that a DBS check was completed and whether it yielded a satisfactory or unsatisfactory result; and
- 4.12.3 delete any record of the information contained in it unless, in exceptional circumstances, we assess that it is clearly relevant to the ongoing employment relationship.
- 4.13 If, in accordance with paragraph 4.12.3, we assess that the information in the DBS certificate is relevant to the ongoing employment relationship, it (and any record of the information contained in it) will be kept securely for no longer than is necessary, and no more than six months.
- 4.14 The Company will not seek criminal records information from any source other than the individual concerned or the DBS.
- 4.15 DBS certificate information will be handled and kept in accordance with the Company's policy on handling DBS certificate information set out in Annex 2.
- 5 Where an unprotected conviction or caution is disclosed**
- 5.1 If the Company has concerns about the information that has been disclosed by the DBS, or the information is not as expected, the Company will discuss its concerns with the individual concerned and carry out a risk assessment.
- 5.2 In carrying out a risk assessment, the Company will take account of:
- 5.2.1 the relevance of the conviction or other matter revealed to the position in question;
- 5.2.2 the seriousness of the offence or other matter revealed;
- 5.2.3 the circumstances of the offence;
- 5.2.4 the age of the offence;
- 5.2.5 whether there is a pattern of offending; and
- 5.2.6 whether circumstances have changed since the offending took place.
- 6 Training**
- The Company will ensure that all those within the organisation who are involved in the recruitment process:
- 6.1 have been suitably trained to identify and assess the relevance and circumstances of offences; and
- 6.2 have received appropriate guidance and training in the relevant legislation relating to the employment of ex-offenders, e.g. the Rehabilitation of Offenders Act 1974.

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ANNEX 1
LEVEL OF DBS CHECK AND FILTERING

1 Requesting a DBS certificate

- 1.1 The level of DBS check that the Company is entitled to request will depend on the position for which the individual's suitability is being assessed. The Company may request:
- 1.1.1 a criminal record certificate (CRC) if the position is protected by the Rehabilitation of Offenders Act 1974;
 - 1.1.2 an enhanced criminal record certificate (ECRC) if the position is:
 - (a) excepted from the protections of the Rehabilitation of Offenders Act 1974 (ie included in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975, as amended); and
 - (b) prescribed in the Police Act 1997 (Criminal Records) Regulations 2002.

2 Filtering of protected convictions and cautions

- 2.1 Certain old and minor convictions and cautions are 'protected', which means:
- 2.1.1 they are filtered out of a DBS check;
 - 2.1.2 they need not be disclosed by individuals to the Company; and
 - 2.1.3 they will not be taken into account by the Company in making decisions about employing an individual.
- 2.2 Certain 'listed offences' will never be filtered out. The list includes offences which are particularly serious, relate to sexual or violent offending or are relevant in the context of safeguarding.
- 2.3 A conviction will be a protected conviction (ie filtered) if:
- 2.3.1 the offence was not a listed offence;
 - 2.3.2 it did not result in a custodial sentence (or sentence of service detention);
 - 2.3.3 it is the individual's only conviction; and
 - 2.3.4 where the individual was an adult at the time of conviction, 11 years or more have passed since the date of the conviction (or five years six months or more have passed since the date of conviction if the individual was under 18 at the time of conviction).
- 2.4 A caution will be a protected caution (ie filtered) if:
- 2.4.1 the offence was not a listed offence; and
 - 2.4.2 where the individual was an adult at the time of the caution, six years or more have passed since the date of the caution (or two years or more have passed since the date of conviction if the individual was under 18 at the time of conviction).
- 2.5 As part of an ECRC, the police may also disclose information that they reasonably believe is relevant and ought to be included.
- 2.6 The DBS has provided guidance on filtering which can be accessed via their website.

ANNEX 2
DATA HANDLING

1 Storage and access

The Company will ensure that any DBS certificate information which is retained is kept securely, in lockable, non-portable, storage containers with access strictly controlled and limited to those who are entitled to see it as part of their duties.

2 Handling

- 2.1 In accordance with section 124 of the Police Act 1997, the Company will ensure that certificate information is only passed to those who are authorised to receive it in the course of their duties. The Company maintains a record of all those to whom certificates or certificate information has been revealed. It is a criminal offence to pass this information to anyone who is not entitled to receive it.
- 2.2 In accordance with the DBS Code of Practice, The Company does not retain any hard or electronic copies of the DBS certificate.

3 Usage

Certificate information must only be used for the specific purpose for which it was requested and for which the individual's full consent has been given.

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4 Retention

4.1 Once a recruitment (or other relevant) decision has been made, if it is necessary to retain any of the information, the Company does not keep that information for any longer than is necessary. This is generally for a period of up to six months, to allow for the consideration and resolution of any disputes or complaints.

4.2 If, in very exceptional circumstances, it is considered necessary to keep certificate information for longer than six months, we will consult the DBS about this and will give full consideration to the data protection and human rights of the individual before doing so.

4.3 Throughout this time, the usual conditions regarding the safe storage and strictly controlled access will prevail.

5 Disposal

5.1 Once the retention period has elapsed, we will ensure that any DBS certificate information is immediately destroyed by secure means, e.g. by shredding, pulping or burning. While awaiting destruction, certificate information will not be kept in any insecure receptacle (e.g. waste bin or confidential waste sack).

5.2 We will not keep any photocopy or other image of the certificate or any copy or representation of the contents of a certificate. However, notwithstanding the above, we may keep a record of the date of issue of a certificate, the name of the subject, the type of certificate requested, the position for which the certificate was requested, the unique reference number of the certificates and the details of the recruitment decision taken.

6 DBS logo

The Company will not copy or use the DBS logo without prior approval of the DBS.



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10 Data protection

1 Introduction

- 1.1 The Company holds personal data about job applicants, employees, workers, clients, suppliers and other individuals for a variety of business purposes.
- 1.2 This policy sets out how the Company seeks to protect personal data and ensure staff understand the rules governing their use of personal data to which they have access in the course of their work.
- 1.3 In particular, this policy requires staff to ensure that the Group HR Director should be consulted before any significant new data processing activity is initiated to ensure that relevant compliance steps are addressed.
- 1.4 The Group HR Director is responsible for the monitoring and implementation of this policy. If you have any questions about the content of this policy or other comments you should contact the Group HR Director.

2 Scope

- 2.1 This policy applies to all staff, which for these purposes includes employees, workers, other contractors, interns and volunteers.
- 2.2 All staff must be familiar with this policy and comply with its terms.
- 2.3 This policy supplements the Company's other policies relating to information security, Internet, email and communications, data retention.
- 2.4 The Company may supplement or amend this policy by additional policies and guidelines from time to time. Any new or modified policy will be circulated to staff before being adopted.

3 Definitions

- 3.1 In this policy:

business purposes means the purposes for which personal data may be used by the Company, e.g. personnel, administrative, financial, regulatory, payroll and business development purposes;

personal data means information relating to identifiable individuals, such as job applicants, current and former employees, workers, clients, suppliers and marketing contacts. This includes expression of opinion about the individual and any indication of someone else's intentions towards the individual;

sensitive personal data means personal data about an individual's racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership (or non-membership), physical or mental health or condition, sexual life, criminal offences, or related proceedings. Any use of sensitive personal data must be strictly controlled in accordance with this policy;

processing data means obtaining, recording, holding or doing anything with it, such as organising, using, altering, retrieving, disclosing or deleting data.

4 General principles

- 4.1 The Company's policy is to process personal data in accordance with the applicable data protection laws and rights of individuals as set out below. All employees and workers have personal responsibility for the practical application of the Company's data protection policy.
- 4.2 The Company will observe the following principles in respect of the processing of personal data:
 - 4.2.1 to process personal data fairly and lawfully in line with individuals' rights;
 - 4.2.2 to make sure that any personal data processed for a specific purpose are adequate, relevant and not excessive for that purpose;
 - 4.2.3 to keep personal data accurate and up to date;
 - 4.2.4 to keep personal data for no longer than is necessary;
 - 4.2.5 to keep personal data secure against loss or misuse;
 - 4.2.6 not to transfer personal data outside the EEA (which includes the EU countries, Norway, Iceland and Liechtenstein) without adequate protection.

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5 Fair and lawful processing

5.1 Staff should generally not process personal data unless:

5.1.1 the individual whose details are being processed has consented to this;

5.1.2 the processing is necessary to perform the Company's legal obligations or exercise legal rights, or

5.1.3 the processing is otherwise in the Company's legitimate interests and does not unduly prejudice the individual's privacy.

5.2 When gathering personal data or establishing new data protection activities, staff should ensure that individuals whose data is being processed receive appropriate data protection notices to inform them how the data will be used. There are limited exceptions to this notice requirement. In any case of uncertainty as to whether a notification should be given, staff should contact hr@headofficeaccounts.com.

5.3 It will normally be necessary to have an individual's explicit consent to process 'sensitive personal data', unless exceptional circumstances apply, or the processing is necessary to comply with a legal requirement. The consent should be informed, which means it needs to identify the relevant data, why it is being processed and to whom it will be disclosed. Staff should ask hr@headofficeaccounts.com for more information on obtaining consent to process sensitive personal data.

6 Accuracy, adequacy, relevance and proportionality

6.1 Staff should make sure data processed by them is accurate, adequate, relevant and proportionate for the purpose for which it was obtained. Personal data obtained for one purpose should generally not be used for unconnected purposes unless the individual has agreed to this or would otherwise reasonably expect the data to be used in this way.

6.2 Individuals may ask the Company to correct personal data relating to them which they consider to be inaccurate.

6.3 Staff must ensure that personal data held by the Company relating to them is accurate and updated as required. If personal details or circumstances change, staff should contact and inform hr@headofficeaccounts.com so the Company's records can be updated.

7 Security

7.1 Staff must keep personal data secure against loss or misuse *in accordance with the Company's Information Security policy*. Where the Company uses external organisations to process personal data on its behalf additional security arrangements need to be implemented in contracts with those organisations to safeguard the security of personal data. Staff should consult the Group HR Director to discuss the necessary steps to ensure compliance when setting up any new agreement or altering any existing agreement.

8 Data retention

8.1 Personal data should not be retained for any longer than necessary. The length of time over which data should be retained will depend upon the circumstances including the reasons why the personal data were obtained. *Staff should follow the Company's data retention guidelines as set out in its Records Retention Schedule.*

9 International transfer

9.1 Staff should not transfer personal data outside the European Economic Area (EEA), which comprises the countries in the European Union and Iceland, Liechtenstein and Norway without first consulting the Group HR Director. There are restrictions on international transfers of personal data from the UK to other countries because of the need to ensure adequate safeguards are in place to protect the personal data. Staff unsure of what arrangements have been or need to be put in place to address this requirement should contact hr@headofficeaccounts.com.

10 Rights of individuals

10.1 Individuals are entitled (subject to certain exceptions) to request access to information held about them. All such requests should be referred immediately to the Group HR Director. This is particularly important because the Company must respond to a valid request within the legally prescribed time limits.

10.2 Any member of staff who would like to correct or request information that the Company holds relating to them should contact hr@headofficeaccounts.com. It should be noted that there are certain restrictions on the information to which individuals are entitled under applicable law.

10.3 Direct marketing material can be sent to an individual within a business electronically (eg by email) provided the communication gives that individual the option not to receive any further communications. Staff should

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abide by any request from an individual not to use their personal data for direct marketing purposes. Staff should contact hr@headofficeaccounts.com for advice on direct marketing before starting any new direct marketing activity.

11 References

11.1 Any requests for access to a reference given by a third party must be referred to hr@headofficeaccounts.com and should be treated with caution even if the reference was given in relation to the individual making the request. This is because the person writing the reference also has a right to have their personal details handled in accordance with data protection regulations and not disclosed without their consent.

11.2 Therefore, when taking up references an individual should always be asked to give their consent to the disclosure of the reference to a third party and/or the individual who is the subject of the reference if they make a subject access request. However, if they do not consent then consideration should be given as to whether the details of the individual giving the reference can be deleted so that they cannot be identified from the content of the letter. If so the reference may be disclosed in an anonymised form.

12 Reporting breaches

12.1 A data breach may take many different forms, for example:

- 12.1.1 loss or theft of data or equipment on which personal information is stored;
- 12.1.2 unauthorised access to or use of personal information either by a member of staff or third party;
- 12.1.3 loss of data resulting from an equipment or systems (including hardware and software) failure;
- 12.1.4 human error, such as accidental deletion or alteration of data;
- 12.1.5 unforeseen circumstances, such as a fire or flood;
- 12.1.6 deliberate attacks on IT systems, such as hacking, viruses or phishing scams; and
- 12.1.7 'blagging' offences, where information is obtained by deceiving the organisation which holds it.

12.2 Due to the Company's reporting obligations (see below), staff have an obligation to immediately report actual or potential data protection compliance failures to the Group HR Director. This allows the Company to:

- 12.2.1 investigate the failure and take remedial steps if necessary; and
- 12.2.2 make any applicable notifications.

12.3 The Company will:

- 12.3.1 make the required report of a data breach to the Information Commissioner's Office without undue delay and, where possible within 72 hours of becoming aware of it, if it is likely to result in a risk to the rights and freedoms of individuals; and
- 12.3.2 notify the affected individuals if a data breach is likely to result in a high risk to their rights and freedoms and notification is required by law.

13 Consequences of failing to comply

13.1 The Company takes compliance with this policy very seriously. Failure to comply with this policy:

- 13.1.1 puts at risk the individuals whose personal information is being processed; and
- 13.1.2 carries the risk of significant civil and criminal sanctions for the individual and the Company; and
- 13.1.3 may, in some circumstances, amount to a criminal offence by the individual

13.2 The importance of this policy means that failure to comply with any requirement of it may lead to disciplinary action under our procedures, and this action may result in dismissal for gross misconduct. If a worker breaches this policy, they may have their contract terminated with immediate effect.

13.3 Staff with any questions or concerns about anything in this policy should not hesitate to email hr@headofficeaccounts.com.

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11 Dress code

1 Introduction

- 1.1 The fundamental aim of the Company's dress code policy set out below is to ensure that everyone working for the Company presents a positive image of the Company through their attire and personal appearance at work.
- 1.2 The dress code policy is also designed to ensure that employees and workers are safe and dressed appropriately. The Company recognises the diverse nature of its workforce in terms of culture, religion and disability. However, health and safety considerations take priority when applying this policy.
- 1.3 The dress code policy applies to all employees and, where applicable, workers.
- 1.4 The Company is the sole judge of what is, and what is not, appropriate attire for the purposes of this policy. The only exception to this is where clients have their own dress code which must be complied with and takes precedence over the Company's policy.
- 1.5 This dress code policy is not exhaustive in defining acceptable standards of dress and appearance and common sense should be applied in order to adhere to the principles underpinning the policy.
- 1.6 If anyone is in any doubt whether any aspect of their appearance or attire is appropriate for the purpose of this policy, they should seek guidance from their AM/RC and/or hr@headofficeaccounts.com.
- 1.7 Subject to clause 1.4 above, all employees should familiarise themselves with the dress code policy and must comply with the rules set out in it. This policy does not otherwise form part of your Contract or otherwise have contractual effect. The Company reserves the right to make additions or alterations to the policy from time to time.
- 1.8 Failure to comply with this dress code policy where required may result in an employee or worker being required to change their attire or being sent home. Repeated or serious non-compliance with the rules in this policy by an employee could lead to disciplinary action under the Company's *Code of Conduct and Disciplinary and Dismissal procedure or termination of a worker's Contract with immediate effect*.

2 Policy

- 2.1 Anyone not required to wear a uniform is expected to dress in a manner that is suitable and appropriate to the Company's or the client's business.
- 2.2 If, as part of your duties, you come into contact with the Company's clients or customers, then they should wear smart business dress or dress according to the client's dress code.
- 2.3 When working at client sites, employees and workers should dress in a manner which reflects the dress code of the client.
- 2.4 Attire that is inappropriate for work at any time unless it is permitted by the client's dress code, includes casual wear such as denim, leggings, sleeveless T-shirts, sweat shirts and track suits or other sportswear. Clothing with slogans or images which may be considered offensive or otherwise inappropriate in the workplace, overly tight or revealing clothing and any jewellery which is not in keeping with the fundamental aims of this policy referred to in paragraph 1.1 must never be worn.
- 2.5 Footwear must be safe, smart and have regard to health and safety considerations. No one should wear flip flops, crocs or similar footwear or stilettos at any time (including on dress-down Fridays) for safety reasons.
- 2.6 Jewellery should be kept to a minimum. Nose rings, eyebrow rings and other facial or visible piercings are prohibited, but one discrete earring or pair of earrings may be worn.
- 2.7 Tattoos should not be visible. Those that are not covered by normal clothing should be covered by a sticking plaster or other appropriate material while at work.
- 2.8 Hair should be neat and tidy. Hair styles and colours should be conventional.
- 2.9 Headscarves or other headwear worn for religious purposes are permitted unless they pose a health and safety hazard.

3 Uniform

- 3.1 Employees and workers must wear the uniform issued to them at all times during their working hours, unless specifically instructed otherwise by *their AM/RC*.

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3.2 You are responsible for ensuring that your uniform is kept clean and tidy, and should notify your AM/RC immediately if it is or becomes damaged or discoloured in any way so that a replacement may be issued if required. All items of uniform must be returned promptly on termination of your Contract.

4 Protective clothing

4.1 Whenever required by law or by Company rules or when issued by the client, you must wear the protective clothing and equipment provided for you by the Company or by the client. You should refer to the Company's and clients' Health & Safety Policy for further details.

5 Identity badges

5.1 When issued by clients, you should be identifiable by your photographic identification badge, which must be worn at all times while on the Company or client premises for security and identification purposes.

5.2 You should remove your identity badges when travelling to and from work, for personal safety reasons.



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12 Emergency procedures

1 Designated section

- 1.1 Each workstation is in a designated section, each with its own:
- 1.1.1 designated exit points from the building;
 - 1.1.2 designated assembly area outside the building;
 - 1.1.3 designated Fire Marshalls;
 - 1.1.4 *fire extinguisher, first aid kit, safety equipment, defibrillator* and other emergency equipment; and
 - 1.1.5 notice board containing information about the designated exit points, assembly area, Fire Marshall, emergency equipment and evacuation procedure applicable to that section.
- 1.2 Regular drills will be conducted to help everyone familiarise themselves with their role and responsibilities to themselves and each other in the event of an emergency. These are important and must be taken seriously.

2 Emergency procedure

- 2.1 If you discover a fire, suspicious package or other emergency requiring evacuation of the building:
- 2.1.1 do not attempt to tackle the fire or touch the package yourself;
 - 2.1.2 alert the Fire Marshalls in your section;
 - 2.1.3 do as instructed by the Fire Marshalls;
 - 2.1.4 evacuate the building via the designated exit point quietly and calmly and encourage others to do likewise; and
 - 2.1.5 assemble at the designated assembly point.
- 2.2 DO NOT:
- 2.2.1 stop to collect personal possessions;
 - 2.2.2 use the lifts;
 - 2.2.3 run;
 - 2.2.4 make unnecessary noise or spread panic; or
 - 2.2.5 attempt to re-enter the building until you have permission to do so from an Emergency Marshall for your section.



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13 Equal Opportunities and Diversity

1 Introduction

- 1.1 This document sets out the Company's policy on equality and equal opportunities. This policy does not form part of your Contract but is a policy statement describing the way in which equal opportunities issues are dealt with in the Company.
- 1.2 The Company has introduced this Equality Policy as a commitment to make full use of the talents and resource of all its employees and workers and to provide a healthy environment which will encourage good and productive working operations within the organisation. This document describes how the policy is to be applied throughout the Company.
- 1.3 The Company is particularly concerned that equality of opportunity is maintained in the following areas:
 - 1.3.1 recruitment and selection;
 - 1.3.2 promotion, appraisal, transfer and training;
 - 1.3.3 terms of employment, benefits, facilities and services;
 - 1.3.4 grievance and disciplinary procedures; and
 - 1.3.5 dismissals, resignations and redundancies.
- 1.4 The Company will ensure that all managers and supervisors with responsibility for any of the areas of particular concern listed in paragraph 1.3 above are provided with the appropriate equality and equal opportunities training where necessary, which may be updated as required. Other staff may also be required to attend equal opportunities training. Attendance at training will be compulsory if you are notified that you should attend a course.
- 1.5 The Group HR Director will regularly monitor the effectiveness of this policy to ensure that it is working in practice and will review and update this policy as and when necessary.
- 1.6 This policy does not form part of your Contract and we may amend it at any time.

2 Statement of principle

2.1 An equality policy statement will be displayed on the Company intranet and website. A copy of this policy is available from hr@headofficeaccounts.com.

2.2 The Company's statement of principle on equality and equal opportunities is:
"The Company is committed to a policy of treating all its employees, workers and job applicants equally. No employee or potential employee or worker or potential worker will receive less favourable treatment because of any 'protected characteristic', namely:

- 2.2.1 *age (or perceived age)*
- 2.2.2 *disability (past or present)*
- 2.2.3 *gender reassignment*
- 2.2.4 *marriage or civil partnership status*
- 2.2.5 *race, colour, nationality, ethnic or national origins*
- 2.2.6 *religion or belief*
- 2.2.7 *sex*
- 2.2.8 *pregnancy*
- 2.2.9 *maternity*
- 2.2.10 *sexual orientation*
- 2.2.11 *trade union membership (or non-membership)*
- 2.2.12 *part-time or fixed term status*

No one will be disadvantaged by any conditions of employment or engagement that cannot be justified as necessary on operational grounds.

The Company aims to encourage, value and manage diversity and is committed to equality for its entire staff. The Company wishes to attain a workforce which is representative of the communities from which it is drawn. The Company will not discriminate unlawfully when deciding which candidate/temporary worker is submitted for a vacancy or assignment, or in any terms of employment or terms of engagement for temporary workers.

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The Company will ensure that each candidate is assessed in accordance with the candidate's merits, qualifications and ability to perform the relevant duties for the role.

These principles of equality of opportunity and non-discrimination also apply to the manner in which our staff treat clients or customers, our business partners and visitors."

2.3 Employees and workers are expected to work with the Company towards these aims. In certain circumstances, an employee or worker can be personally liable for discrimination against a fellow employee, worker or a job applicant.

2.4 Other Company policies, such as those dealing with harassment and bullying, maternity, paternity, adoption, emergency time off for dependants and parental leave are set out elsewhere in this Handbook.

3 Equality principles

3.1 There should be no discrimination, whether direct or indirect, because of any of the protected characteristics set out in the Company's statement of principle on equal opportunities contained in paragraph 2.2 above. The types of discrimination that are prohibited are explained below.

3.2 Direct Discrimination

3.2.1 Direct discrimination is treating someone less favourably because of a protected characteristic. An example of this is paying someone less because of their sex or because they belong to a particular racial group. 'Because of' is very wide and includes less favourable treatment based on a perception of another person, for example that the person is gay, or is disabled, whether or not this perception is correct and even if the perpetrator knows that their perception is, in fact, wrong. It also includes less favourable treatment because someone is associated with another person who has a protected characteristic.

3.2.2 It is unlawful for a recruitment consultancy to discriminate against a person on the grounds of a protected characteristic:

- in the terms on which the recruitment consultancy offers to provide any of its services;
- by refusing or deliberately omitting to provide any of its services;
- in the way it provides any of its services.

3.2.3 Direct discrimination would also occur if a recruitment consultancy accepted and acted upon instructions from an employer which states that certain persons are unacceptable due to a protected characteristic, unless an exception applies. The Act contains provisions that permit specifying a requirement that an individual must have a particular protected characteristic in order to undertake a job. These provisions are referred to as occupational requirements.

3.2.4 Where there is an occupational requirement then the client must show that applying the requirement is a proportionate means of achieving a legitimate aim, i.e. the employer must be able to objectively justify applying the requirement. An occupational requirement does not allow an employer to employ someone on less favourable terms or to subject a person to any other detriment. Neither does an occupational requirement provide an excuse against harassment or victimisation of someone who does not have the occupational requirement.

3.3 Indirect discrimination

3.3.1 Indirect discrimination occurs when a provision, criterion or practice (PCP) is applied but this results in people who share a protected characteristic being placed at a disadvantage in comparison to those who do not have the protected characteristic. If the PCP can be objectively justified it will not amount to discrimination. An example of this is telling everyone that they have to work late at night — although applied to everyone, it will adversely affect those with childcare responsibilities and these tend to be women.

3.3.2 Indirect discrimination would also occur if a recruitment consultant accepted and acted upon an indirectly discriminatory instruction from an employer.

3.3.3 If the vacancy requires characteristics which amount to an occupational requirement or the instruction is discriminatory but there is an objective justification, the Company will not proceed with the vacancy unless the client provides written confirmation of the occupational requirement, exception or justification.

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3.4 **Victimisation**

3.4.1 Victimisation occurs when someone is treated less favourably because they have asserted their right not to be discriminated against because of a protected characteristic. An example of this would be an employee claiming that they had been discriminated on the grounds of their disability and then their manager deciding when they left not to give them a reference because they had claimed disability discrimination.

3.5 **Harassment**

3.5.1 Harassment is unwanted conduct, related to a protected characteristic, which has the purpose or effect of creating an intimidating, hostile, degrading, humiliating or offensive environment for someone or violating their dignity. Harassment may also be of a sexual nature or may occur because someone has harassed the victim and the victim either rejects or submits to it and, because of that rejection or submission, that person treats the victim less favourably. More information on what can constitute harassment is *set out in the Company's Harassment and Bullying policy*.

3.6 The Company will appoint, train, develop, reward and promote on the basis of merit and ability.

3.7 All employees and workers have personal responsibility for the practical application of the Company's equality policy, which extends to the treatment of job applicants, employees (including former employees), workers, customers or clients and visitors.

3.8 The principles set out in this policy apply:

3.8.1 in the workplace; and

3.8.2 outside the workplace in a work-related context, such as on business trips, customer or supplier events or work-related social events *and at any time while a member of staff is wearing a work uniform*.

3.9 The Company's Grievance Procedure is available to any employee who believes that they may have been unfairly discriminated against. Please contact hr@headofficeaccounts.com for a copy of the Grievance Procedure. Workers should raise any complaints with their AM/RC or via the Complaints Procedure set out in this Handbook. No one will be victimised in any way for making such a complaint in good faith. Complaints of this nature will be dealt with seriously, in confidence and as soon as possible.

3.10 Disciplinary action will be taken against any employee who is found to have committed an act of unlawful discrimination. Workers who are found to have committed an act of unlawful discrimination are liable to have their Contract terminated with immediate effect. Serious breaches of this policy and serious incidents of harassment and bullying will be treated as gross misconduct. Unwarranted allegations that are not made in good faith may also be considered as a disciplinary matter. *Confidential records of ongoing matters dealt with in accordance with this policy will be kept*.

3.11 Workers are at risk of having their contract terminated with immediate effect if they are found to have committed an act of unlawful discrimination.

3.12 In the case of any doubt or concern about the application of this policy in any particular instance or situation, please consult hr@headofficeaccounts.com as soon as possible.

3.13 The Company will keep its policy, procedures and practices on equality and equal opportunities under review.

4 Recruitment and selection

4.1 The following principles should apply whenever recruitment or selection for positions takes place, whether externally or internally:

4.1.1 individuals will be assessed according to their personal capability to carry out a given job;

4.1.2 assumptions that only certain types of person will be able to perform certain types of work must not be made;

4.1.3 any qualifications or requirements applied to a job which have or may have the effect of inhibiting applications from certain types of person should only be retained if they can be justified in terms of the job to be done;

4.1.4 any age limits applied to a job should only be retained if they can be objectively justified in terms of the job to be done — in most cases this will not be the case and managers should consult; hr@headofficeaccounts.com if considering an age limit for a particular post;

4.1.5 the use of years of experience as a criterion for a particular role will need to be objectively justified;

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- 4.1.6 recruitment solely or primarily by word of mouth should be avoided as its effect is or may be to prevent certain types of person from applying;
- 4.1.7 selection tests should be specifically related to job requirements and should measure the person's actual or inherent ability to do or train for the work;
- 4.1.8 selection tests should be reviewed regularly to ensure they remain relevant and free from any unjustifiable bias, either in content or in scoring mechanism;
- 4.1.9 applications from different types of person should be processed in the same way and the same questions asked at interview;
- 4.1.10 written records of interviews and reasons for appointment and non-appointment should be kept;
- 4.1.11 questions at interview should relate to the requirements of the job;
- 4.1.12 where any provision, criterion or practice for recruitment and selection puts disabled people at a substantial disadvantage due to a reason connected with their disability, reasonable adjustments should be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage. This could, for example, be making different interview arrangements for an applicant with mobility problems or arranging for facilities for applicants with sight or hearing impairments; and
- 4.1.13 decisions regarding the method of recruitment or selection or who is recruited or selected should only be made by a person who has read and understood this policy.

5 Promotion, transfer and training

5.1 The following principles should apply to appointments for promotion, transfer and training:

- 5.1.1 assessment criteria and appraisal schemes should be carefully examined to ensure that they are not discriminatory, whether directly or indirectly;
- 5.1.2 assessment criteria and appraisal schemes should be monitored on a regular basis and, where such criteria or schemes result in predominantly one group of workers gaining access to promotion, transfer or training or being awarded a particular appraisal grade, they should be checked to make sure this is not due to any hidden or indirect discrimination;
- 5.1.3 promotion and career development patterns will be regularly monitored to ensure that access to promotion, training and career development; opportunities is not denied to particular groups or types of workers;
- 5.1.4 traditional qualifications and requirements for promotion, transfer and training, such as length of service, years of experience or age may discriminate against certain workers and will need to be objectively justified by reference to the job requirements;
- 5.1.5 policies and practices regarding selection for training, day release and personal development should not normally result in an imbalance in training between groups of workers; and
- 5.1.6 where any provision, criterion or practice relating to promotion, appraisal, transfer or training puts disabled workers at a substantial disadvantage for a reason connected with their disability, reasonable adjustments will be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage. For example, this could be making training available for a disabled worker in a different way, in a different location or at a different time.

6 Terms of employment, benefits, facilities and services

6.1 The following principles apply to terms of employment, benefits, facilities and services:

- 6.1.1 the terms of employment, benefits, facilities and services available to workers should be reviewed regularly to ensure that they are provided in a way which is free from unlawful discrimination;
- 6.1.2 part-time workers should receive pay, benefits, facilities and services on a pro rata basis to their full-time comparator unless otherwise objectively justified — managers who are responsible for part-time workers should, in particular, take advice from hr@headofficeaccounts.com when assessing pay (including any bonus) and benefits for part-time workers;
- 6.1.3 where any provision, criterion or practice relating to terms of employment, benefits, facilities and services puts disabled workers at a substantial disadvantage due to a reason connected with their disability, reasonable adjustments will be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage. Managers responsible for disabled workers should, in particular, take advice

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from; hr@headofficeaccounts.com when assessing pay [(including any bonus)] and benefits for disabled workers; and

- 6.1.4 pay and bonus criteria, policies and practices should be carefully examined and regularly monitored, and if it appears that any group of workers are disadvantaged by them they will be checked to make sure that this is not due to any hidden or indirect discrimination.

7 Grievances, disciplinary procedures, dismissals and redundancies

- 7.1 Workers who, in good faith, bring a grievance or complaint (or assist another to do so) either under this policy or otherwise in relation to an equality or equal opportunities matter will not be disciplined, dismissed or otherwise suffer any adverse treatment for having done so.
- 7.2 No member of a particular group of workers will be disciplined or dismissed for performance or behaviour which would be overlooked or condoned in another group, unless there is genuine and lawful justification for different treatment.
- 7.3 Redundancy criteria and procedures will be carefully examined to ensure that they are not applied and do not operate in an unlawfully discriminatory manner.
- 7.4 The provision of any voluntary redundancy benefits will be equally available to all workers unless there is a genuine and lawful justification for doing otherwise.

8 Disability policy

- 8.1 Discrimination occurs when a person is treated unfavourably as a result of their disability.
- 8.2 Indirect discrimination occurs where a provision, criterion or practice is applied by or on behalf of an employer, or any physical feature of the employer's premises, places a disabled person at a substantial disadvantage in comparison with persons who are not disabled.
- 8.3 In recruitment and selection there may be a requirement to make reasonable adjustments. For example, it might be necessary to have different application procedures for partially sighted or blind applicants that enable them to use Braille. With testing and assessment methods and procedures, tests can only be justified if they are directly related to the skills and competencies required for the job. Even then, it might be appropriate to have different levels of acceptable test results, depending on the disability. For example, an applicant with a learning disability might need more time to complete a test, or not be expected to reach the same standard as other non-disabled applicants.
- 8.4 Reasonable adjustments in recruiting could include:
- modifying testing and assessment procedures;
 - meeting the candidate at alternative premises which are more easily accessible;
 - having flexibility in the timing of interviews;
 - modifying application procedures and application forms;
 - providing a reader or interpreter.
- 8.5 Wherever possible the Company will make reasonable adjustments to hallways, passages and doors in order to provide and improve means of access for disabled employees and workers. However, this may not always be feasible, due to circumstances creating such difficulties as to render such adjustments as being beyond what is reasonable in all the circumstances.
- 8.6 The Company will not discriminate against a disabled person:
- in the arrangements i.e. application form, interview or arrangements for selection for determining whom a job should be offered; or
 - in the terms on which employment or engagement of temporary workers is offered; or
 - by refusing to offer, or deliberately not offering the disabled person a job for reasons connected with their disability; or
 - in the opportunities afforded to the person for receiving any benefit, or by refusing to afford, or deliberately not affording him or her any such opportunity; or
 - by subjecting the individual to any other detriment (detriment will include refusal of training or transfer, demotion, reduction of wage, or harassment).
- 8.7 The Company will make career opportunities available to all people with disabilities and every practical effort will be made to provide for the needs of staff, candidates and clients.

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9 Age Discrimination

- 9.1 Under the Act, it is unlawful to directly or indirectly discriminate against or to harass or victimise a person because of age. Age discrimination does not just provide protection for people who are older or younger. People of all ages are protected.
- 9.2 A reference to age is a reference to a person's age group. People who share the protected characteristic of age are people who are in the same age group.
- 9.3 Age group can have various references: Under 21s; people in their 40s; adults.
- 9.4 The Company will not discriminate directly or indirectly, harass or victimise any person on the grounds of their age. We will encourage clients not to include any age criteria in job specifications and every attempt will be made to encourage clients to recruit on the basis of competence and skills and not age.
- 9.5 The Company is committed to recruiting and retaining employees and engaging workers whose skills, experience, and attitude are suitable for the requirements of the various positions regardless of age. No age requirements will be stated in any job advertisements on behalf of the company.
- 9.6 If the Company requests age as part of its recruitment process such information will not be used as selection, training or promotion criteria or in any detrimental way and is only for compilation of personal data, which the company holds on all employees and workers and as part of its equal opportunities monitoring process. In addition if under age 22 to adhere to Conduct of Employment Agencies and Employment Business Regulations 2003 and other relevant legislation applicable to children or young candidates.
- 9.7 Where a client requests age or date of birth, this will have to be under an occupational requirement or with an objective justification which should be confirmed in writing.

10 Part-time Workers

- 10.1 This policy also covers the treatment of those employees and workers who work on a part-time basis, the Company recognises that it is an essential part of this policy that part time employees and workers are treated on the same terms, with no detriment, as full time employees and workers (albeit on a pro rata basis) in matters such as rates of pay, holiday entitlement, maternity leave, parental and domestic incident leave and access to our pension scheme. the Company also recognises that part time employees and workers must be treated the same as full time employees or workers in relation to training and redundancy situations.

11 Gender Reassignment Policy

- 11.1 The Company recognises that any employee or worker may wish to change their gender during the course of their employment with the Company.
- 11.2 The Company will support any employee or worker through the reassignment.
- 11.3 The Company will make every effort to try to protect an employee or worker who has undergone, is undergoing or intends to undergo gender reassignment, from discrimination or harassment within the workplace.
- 11.4 Where an employee or worker is engaged in work where the gender change imposes genuine problems the Company will make every effort to reassign the employee or worker to an alternative role in the Company, if so desired by the employee/worker.
- 11.5 Any employee or worker suffering discrimination on the grounds of gender reassignment should have recourse to the Company's grievance procedure.

12 Recruitment of Ex-offenders

- 12.1 Where the Company has registered with the Disclosure and Barring Service (DBS) and has the authority to apply for criminal records checks on individual because they are working with children or vulnerable adults or both, we will comply with the DBS's Code of Practice which includes having a policy on the recruitment of ex-offenders.

13 Complaints and Monitoring

- 13.1 The Company has in place procedures for monitoring compliance with this policy and for dealing with complaints of discrimination. These are available from the Group HR Director and will be made available immediately upon request. Any discrimination complaint will be investigated fully.

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14 Flexible working

1 Introduction

- 1.1 This document sets out the Company's policy on handling requests by employees (and in limited cases by workers) for a variation to their terms and conditions of employment relating to:
- 1.1.1 the hours the employee/worker is required to work (for example a request to work fewer hours per week); and/or
 - 1.1.2 the times when the employee/worker is required to work (for example starting earlier or later in the day); and/or
 - 1.1.3 the location (any place of business of the Company and/or at the employee's/worker's home at which the employee/worker is required to work (for example, a request might be made by an office-based employee/worker to work one day a week from home).
- 1.2 This policy is designed to be as comprehensive as possible. However, if you have any questions about the policy, please contact hr@headofficeaccounts.com.
- 1.3 Requests made under this policy for contractual variations of the sort identified above will be referred to throughout the remainder of this policy as 'flexible working requests'.
- 1.4 This policy applies only to and, in certain circumstances, to workers. It does not apply to consultants, contractors, volunteers, interns or casual workers.
- 1.5 This policy does not form part of Your Contract and the Company may amend it at any time.

2 Eligibility conditions

- 2.1 You are entitled to make a flexible working request provided:
- 2.1.1 you are an employee of the Company, and either:
 - (a) you are not an agency worker; or
 - (b) you are an agency worker, and you are returning to work from a period of parental leave; and
 - 2.1.2 you have been continuously employed by the Company for a period of not less than 26 weeks at the date your request is made; and
 - 2.1.3 you have not made any earlier flexible working request during the previous 12 months.

3 The application

- 3.1 In order to make a flexible working request you must make an application by email to hr@headofficeaccounts.com which must be in writing and dated and must:
- 3.1.1 state explicitly that it is a flexible working request; and
 - 3.1.2 identify the flexible working change you would like and the date on which you want the change to become effective; and
 - 3.1.3 explain the effect, if any, you think the change will have on the Company and how, in your opinion, any such effect may be dealt with; and
 - 3.1.4 state whether you have made any previous flexible working requests and, if so, when.
- 3.2 It is helpful if your request gives the Company as much information and detail as possible about your current working pattern, the flexible working changes you are requesting and why.
- 3.3 If you have a disability, and part of the purpose of your flexible working request is to ask for an adjustment to the way in which you work in order to alleviate any disadvantages from which you suffer in the course of your work as a result of your disability, you must also state this in your flexible working request and provide an explanation of how the suggested change would help alleviate those disadvantages.
- 3.4 You can make only one flexible working request in any 12-month period.
- 3.5 If the Company received flexible working requests from a number of different individuals, we will consider them on their individual merits and in the order that we receive them.

4 The meeting with you to discuss your application

- 4.1 The Company will hold a meeting with you at a mutually convenient time and place to discuss your flexible working request. Alternatively, if on receiving your application, the Company agrees to your application without needing to discuss it with you then you will be notified within this period in writing and informed of the contract variation agreed to, and the date from which, the variation is to take effect.

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- 4.2 All meetings held under this procedure will take place in a location where the discussion cannot be overheard by anyone not involved in the meeting. On occasion, if you and the Company agree, discussions relating to your application can take place in some other private manner, e.g. by phone.
- 4.3 The Company will consider your application carefully, looking at the benefits of the requested changes for you and the Company and weighing these against any adverse business impact of implementing the changes.
- 4.4 If the Company is minded to accept your request, or accept it with modifications, a further meeting may be arranged at a mutually convenient time and place to discuss how and when the changes might best be implemented.
- 4.5 A written, dated notice of the Company's decision will be given to you as soon as possible after the meeting or final meeting
- 4.6 The Company will only refuse your application, or offer to accept it on a modified basis (as compared to the original changes requested), if one or more of the following business reasons applies:
 - 4.6.1 the burden of additional costs;
 - 4.6.2 detrimental effect on ability to meet customer demand;
 - 4.6.3 inability to re-organise work among existing staff;
 - 4.6.4 inability to recruit additional staff;
 - 4.6.5 detrimental impact on quality;
 - 4.6.6 detrimental impact on performance;
 - 4.6.7 insufficiency of work during the periods the employee/worker proposes to work; and/or
 - 4.6.8 planned structural changes.
- 4.7 If the decision is to agree to your application, or to agree to it with modifications, the notice will inform you of:
 - 4.7.1 the flexible working pattern agreed to;
 - 4.7.2 the consequent contractual variation; and
 - 4.7.3 the date on which the variation is to take effect.
- 4.8 If the Company is to unable to agree to your application, the notice will:
 - 4.8.1 state which of the business reasons (of those listed above at paragraph 4.6) is or are the grounds for the refusal;
 - 4.8.2 provide sufficient explanation as to why those grounds apply; and
 - 4.8.3 explain the appeal procedure.

5 Appeal

- 5.1 If your request is refused, you may appeal in writing within 14 days of receiving our written decision. This includes a decision following a trial period.
- 5.2 Your appeal must be dated and must set out the grounds on which you are appealing.
- 5.3 We will hold a meeting with you to discuss your appeal. You may bring a colleague to the meeting.
- 5.4 We will tell you in writing of our final decision as soon as possible after the appeal meeting, including reasons. There is no further right of appeal.

6 Right to be accompanied

- 6.1 Where a meeting is held under paragraph 4 or 5 of this policy you have the right to be accompanied at the meeting by a single companion.
- 6.2 Your chosen companion must be a worker employed by the Company. This person can address the meeting and confer with you but not answer questions on your behalf.
- 6.3 If your chosen companion is not available at the time proposed for the meeting by the Company you may propose an alternative time, in which case the meeting will be postponed to the time you propose provided your proposed date:
 - 6.3.1 is convenient to the Company, you and your companion; and
 - 6.3.2 falls before the end of the period of seven days beginning with the first day after the day proposed by the Company.
- 6.4 Your chosen companion will be allowed to take time off during working hours for the purpose of accompanying you.

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15 Gifts and hospitality

1 Introduction

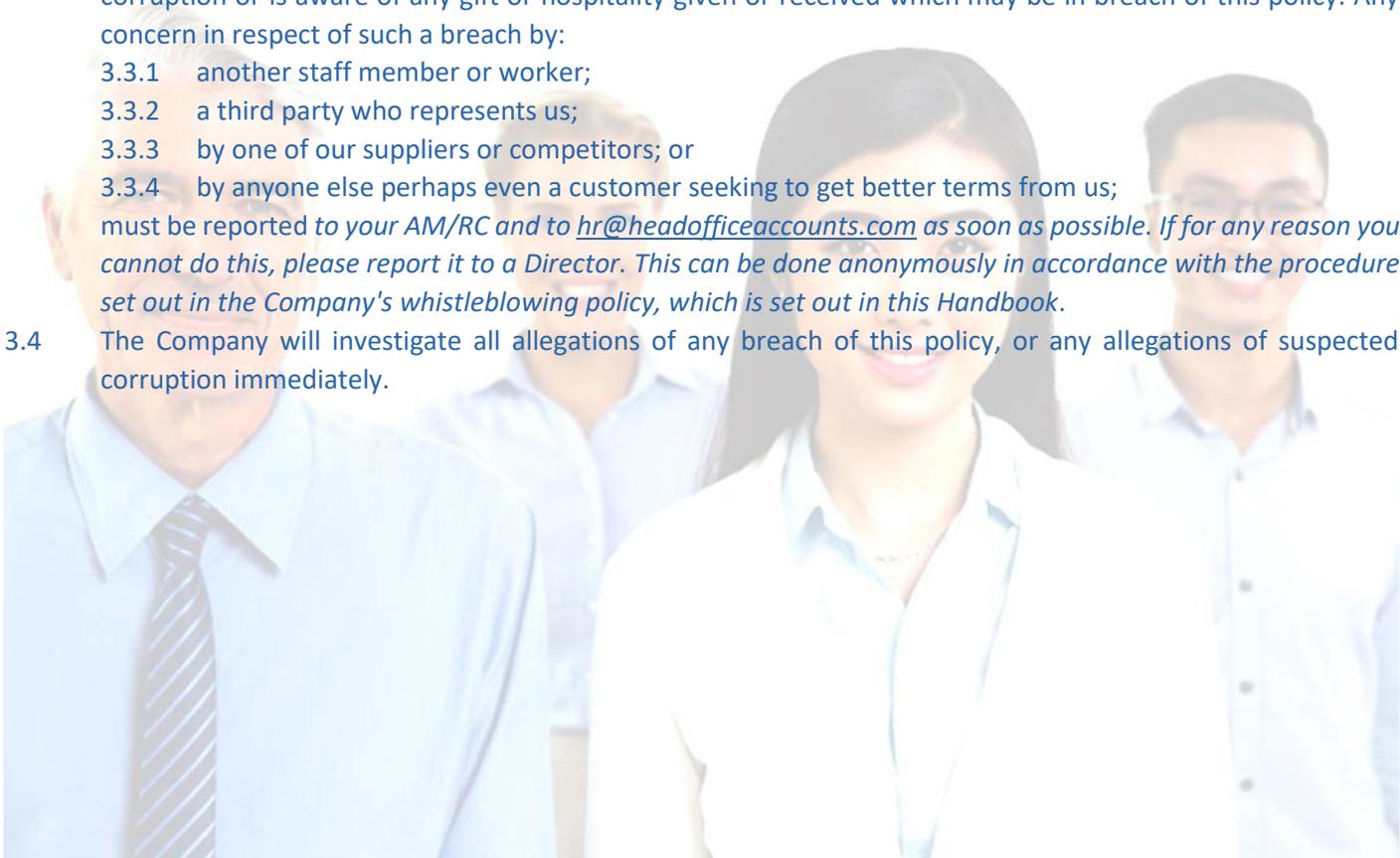
- 1.1 The Company runs its businesses with integrity. All of us must work together to ensure that they remain untainted by bribery or corruption. This policy is integral to that effort, and we are all bound by it.
- 1.2 This policy covers the offer or receipt of gifts, hospitality or expenses to ensure that any legitimate expenditure is recorded and does not improperly affect the outcome of procurement, application or any other business transaction.

2 Offer and receipt of gifts and hospitality

- 2.1 The Company forbids anyone representing or working on behalf of the Company from soliciting any gift or hospitality in the course of his or her work for the Company.
- 2.2 The Company forbids anyone representing or working on behalf of the Company from offering or receiving from any person or organisation who has had, has or may have any influence over the business of the Company any gift or hospitality which is unduly lavish or extravagant or otherwise inappropriate, or which could be seen as an inducement or reward for any preferential treatment. Contact hr@headofficeaccounts.com if you require information about the gifts and hospitality which is regarded as unacceptable and inappropriate.
- 2.3 The Company forbids anyone representing or working on behalf of the Company from offering or receiving any gift or hospitality which is in breach of relevant law.
- 2.4 The Company forbids anyone representing or working on behalf of the Company directly or indirectly from making an offer of, or making a donation to any political, charitable or not for profit organisation in the course of his/her employment as a way to obtain an advantage in a business transaction.
- 2.5 The Company may exercise its discretion to permit gifts or hospitality which exceed the threshold limits in paragraph 2.2. This discretion may only be exercised by the CEO or Finance Director.

3 Compliance

- 3.1 Compliance with this Gifts and Hospitality Policy is a condition of person’s Contract. Anyone who represents or works on behalf of the Company is responsible for reading and knowing the contents of this policy.
- 3.2 The Company provides training on compliance with this Gifts and Hospitality Policy but if anyone has any questions on this policy, they should contact hr@headofficeaccounts.com.
- 3.3 Everyone who represents or works on behalf of the Company has a responsibility to speak out if they suspect corruption or is aware of any gift or hospitality given or received which may be in breach of this policy. Any concern in respect of such a breach by:
 - 3.3.1 another staff member or worker;
 - 3.3.2 a third party who represents us;
 - 3.3.3 by one of our suppliers or competitors; or
 - 3.3.4 by anyone else perhaps even a customer seeking to get better terms from us;must be reported to your AM/RC and to hr@headofficeaccounts.com as soon as possible. If for any reason you cannot do this, please report it to a Director. This can be done anonymously in accordance with the procedure set out in the Company's whistleblowing policy, which is set out in this Handbook.
- 3.4 The Company will investigate all allegations of any breach of this policy, or any allegations of suspected corruption immediately.



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16 Harassment and bullying

1 Introduction

1.1 The Company is committed to ensuring that all its staff are treated with dignity and respect and treat others in the same way. We believe that all staff have the right to work in an environment which is free from any form of harassment and/or bullying. This policy therefore covers harassment and bullying that occurs:

1.1.1 in the workplace; and

1.1.2 outside the workplace in a work-related context, such as on business trips, customer or supplier events or work-related social events.

1.2 This policy applies to all staff working for us at any of our premises and our clients, including: employees, workers, casual staff, consultants, contractors, directors, homeworkers, managers and officers. *We also make it clear to our clients, visitors and other who work with us that harassment of our staff is unacceptable.*

1.3 All staff are required to read this policy and to ensure that they understand what types of behaviour are unacceptable. If you have any queries, please refer to hr@headofficeaccounts.com.

1.4 This policy does not form part of any your Contract. We may amend it at any time and decide to follow a different procedure where we consider it appropriate.

2 Harassment

2.1 It is the Company's policy that the harassment of any of its employees or workers is unacceptable behaviour. Anyone found to be in breach of this policy will be liable to disciplinary action, which could result in dismissal without notice, or, for workers, termination of their Contract with immediate effect.

2.2 Harassment may take a number of forms (including bullying), occurs on a variety of different grounds and can be directed at one person or a number of people. Harassment need not be directed at the complainant and can occur if the complainant witnesses another person being harassed.

2.3 Harassment involves subjecting an individual to conduct which is unwanted and where the conduct has the purpose or effect of:

2.3.1 violating the victim's dignity; or

2.3.2 creating an environment that is intimidating, hostile, degrading, humiliating or offensive to the victim.

2.4 Harassment also occurs where the perpetrator engage in unwanted conduct of a sexual nature and that conduct has the purpose or the effect referred to above. An individual of any gender may be the victim of sexual harassment.

Sexual harassment can be a one-off incident or an ongoing pattern of behaviour.

It can happen in person or in other ways, for example online through things like email, social media or messaging tools.

- making sexual remarks about someone's body, clothing or appearance
- asking questions about someone's sex life
- telling sexually offensive jokes
- making sexual comments or jokes about someone's sexual orientation or gender reassignment
- displaying or sharing pornographic or sexual images, or other sexual content
- touching someone against their will, for example hugging them
- sexual assault or rape

What some people might consider as joking, 'banter' or part of their workplace culture can still be sexual harassment.

Sexual harassment is usually directed at an individual, but it's not always the case. Sometimes there can be a culture of behaviour that's not specifically aimed at one person – such as sharing sexual images. Someone could still make a complaint of sexual harassment in this situation.

2.5 A person will also commit harassment if they (or anyone else) engage in unwanted conduct (of a sexual nature or otherwise) that has the purpose or the effect referred to above and the victim either rejects or submits to it and, because of that rejection or submission, that person treats the victim less favourably. For example, it will be harassment for a manager whose repeated advances to a more junior female employee have been consistently rebuffed subsequently to give the woman a poor performance review because she had rejected him.

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- 2.6 Conduct usually becomes harassment if it continues even though it has been made clear that it is regarded by the recipient as offensive or unwanted. However, a single incident may amount to harassment if it is sufficiently serious.
- 2.7 The unwanted nature of the conduct distinguishes harassment from friendly behaviour that is welcome and mutual. Staff must always consider whether their words or conduct may be considered offensive.
- 2.8 Harassment can occur whether or not it is intended to be offensive, as it is the effect on the victim, which is important, not whether or not the perpetrator intended to harass them. Harassment or bullying is unacceptable even if it is unintentional.
- 2.9 Harassment may relate to age, disability, gender reassignment, race, colour, nationality, ethnic or national origins, religion or belief, sexual orientation, *part time or fixed term status, willingness to challenge harassment (leading to victimisation)*.
- 2.10 The phrase 'relate to' is very wide and therefore covers:
 - 2.10.1 harassment based on a perception of another person, for example that the person is gay, or is disabled, whether or not this perception is correct and even if the perpetrator knows that their perception is, in fact, wrong; and
 - 2.10.2 harassment that occurs because someone is associated with another person, for example, someone who is harassed because they care for a disabled person, or who is harassed because they are friends with a transsexual person, or a white worker who sees a black colleague being subjected to racially abusive language which also causes an offensive environment for her.
- 2.11 Harassment is unlawful in many cases and individuals may be held personally liable for their actions. In some cases, their behaviour may also amount to a criminal offence.

3 Bullying

- 3.1 Bullying may be described as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means intended to undermine, humiliate, denigrate or injure the recipient. Bullying may be physical, verbal or non-verbal conduct.
- 3.2 Behaviour that is considered bullying by one person may be considered firm management by another. Most people will agree on extreme cases of bullying and harassment, but it is sometimes the 'grey' areas that cause most problems. In our organisation, unacceptable behaviour includes (this is not an exhaustive list):
 - 3.2.1 spreading malicious rumours, or insulting someone (particularly because of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, or sexual orientation);
 - 3.2.2 copying memos that are critical about someone to others who do not need to know;
 - 3.2.3 ridiculing or demeaning someone, picking on them or setting them up to fail;
 - 3.2.4 deliberately excluding a person from communications or meetings without good reason;
 - 3.2.5 unfair treatment;
 - 3.2.6 overbearing or intimidating supervision or other misuse of power or position;
 - 3.2.7 making threats or comments about job security without foundation;
 - 3.2.8 deliberately undermining a competent worker by overloading and constant criticism; and
 - 3.2.9 preventing individuals progressing by intentionally blocking promotion or training opportunities.
- 3.3 Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to a worker in the course of their employment will not, on their own, amount to bullying.

4 Procedure

- 4.1 If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your Account Manager or Recruitment Consultant or the Group HR Director (hr@headofficeaccounts.com), who can provide confidential advice and assistance in resolving the issue formally or informally. Alternatively, you can call our Head Office on 01922 663419 to leave a message for one of the HR Team to return your call.
- 4.2 If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.
- 4.3 We will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of

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the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.

- 4.4 Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by anyone who represents or work for the Company, the matter will be dealt with under the appropriate procedure (Disciplinary Procedure in the case of employees) as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned. If the third party is an employee of an end user client where you work, we will work with the end user to assist in their investigation.
- 4.5 Anyone who makes complaints or who participates in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure if they are an employee or, if they are a worker, will be liable to have their Contract terminated with immediate effect.
- 4.6 The Company takes these matters very seriously. However, malicious complaints of harassment and/or bullying can have a serious and detrimental effect upon a colleague and the workplace generally. Any unwarranted allegation of harassment and/or bullying made in bad faith may be dealt with via the Company's *disciplinary policy*. We are sure that everyone appreciates that this is necessary to protect the integrity of this policy.
- 4.7 If you would like to access support on this or any other matter, then please see the following website for useful information: <https://www.helplines.org/helplines/>



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17 Holidays

1 Introduction

- 1.1 This policy sets out arrangements for staff wishing to take holidays. It covers all employees and workers.
- 1.2 This policy does not form part of your Contract and we may amend it at any time. We may also vary the policy as appropriate in any case.

2 Your holiday entitlement

- 2.1 Details of your holiday entitlement and how to request holiday are set out in your individual Contract.
- 2.2 For the avoidance of doubt, the first four weeks of the leave you take in any holiday year shall be deemed to be the leave derived from regulation 13 of the Working Time Regulations 1998 (*SI 1998/1833*) and the remainder shall be deemed to be derived from regulation 13A of those regulations.
- 2.3 Except as set out in this policy, holiday entitlement must be taken during the holiday year in which it accrues. Any holiday not taken by the end of the holiday year will be lost and you will not receive any payment in lieu.
- 2.4 Unused holiday can **only** be carried over to another holiday year:
 - 2.4.1 in cases involving sickness absence, as set out in paragraph 3;
 - 2.4.2 in cases of maternity, paternity, adoption, parental or shared parental leave, as set out in paragraph 4;
 - 2.4.3 if otherwise required by law.

3 Long-term sickness absence and holiday entitlement

- 3.1 Holiday entitlement continues to accrue during periods of sick leave.
- 3.2 If you are on a period of sick leave which spans two holiday years, or if you return to work after sick leave so close to the end of the holiday year that you cannot reasonably take your remaining holiday, you may carry over unused holiday to the following leave year.
- 3.3 Carry over under this rule is limited to the four-week minimum holiday entitlement under EU law (which includes bank holidays), less any leave taken during the holiday year that has just ended. If you have taken four weeks' holiday by the end of the holiday year, you will not be allowed to carry anything over under this rule. If you have taken less than four weeks, the remainder may be carried over under this rule. For example, a full-time employee/worker who has taken two weeks' holiday plus two bank holidays before starting long-term sick leave can only carry over one week and three days.
- 3.4 Any holiday that is carried over under this rule but is not taken within 18 months of the end of the holiday year in which it accrued will be lost.
- 3.5 Alternatively, you can choose to take your paid holiday during your sick leave, in which case you must follow the normal procedures for requesting holiday as set out in your Contract and you will be paid at your normal rate.

4 Family leave and holiday entitlement

- 4.1 Holiday entitlement continues to accrue during periods of maternity, paternity, adoption, parental or shared parental leave (referred to collectively in this policy as family leave).
- 4.2 If you are planning a period of family leave that is likely to last beyond the end of the holiday year, you should discuss your holiday plans with your manager in good time before starting your family leave. Any holiday entitlement for the year that cannot reasonably be taken before starting your family leave can be carried over to the next holiday year.
- 4.3 Any holiday carried over should be taken either immediately before returning to work or within three months of returning to work after the family leave, depending on operational requirements.

5 Arrangements on termination

- 5.1 On termination you may be required to use any remaining holiday entitlement during your notice period if any has been agreed. Alternatively, you will be paid in lieu of any accrued but untaken holiday entitlement for the current holiday year to date, plus any holiday permitted to be carried over from previous years under this policy or as required by law, provided you have requested payment as appropriate. You are entitled to be paid at an average of your pay calculated over the previous 52 weeks.

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18 Information security

1 Introduction

- 1.1 The Company is committed to the highest standards of information security and treats confidentiality and data security extremely seriously.
- 1.2 This purpose of this policy is to:
 - 1.2.1 protect against potential breaches of confidentiality;
 - 1.2.2 ensure all our information assets and IT facilities are protected against damage, loss or misuse;
 - 1.2.3 support our Data Protection Policy in ensuring all staff are aware of and comply with UK law and our own procedures applying to the processing of data; and
 - 1.2.4 increase awareness and understanding in the Company of the requirements of information security and the responsibility of staff to protect the confidentiality and integrity of the information that they themselves handle.
- 1.3 The Group HR Director is responsible for the monitoring and implementation of this policy. If you have any questions about the content of this policy or other comments you should contact hr@headofficeaccounts.com.

2 Scope

- 2.1 The information covered by the policy includes all written, spoken and electronic information held, used or transmitted by or on behalf of the Company, in whatever media. This includes information held on computer systems, hand-held devices, phones, paper records, and information transmitted orally.
- 2.2 This policy applies to all staff, which for these purposes includes employees, workers, other contractors, interns and volunteers.
- 2.3 All staff must be familiar with this policy and comply with its terms.
- 2.4 This policy supplements the Company's other policies relating to *data protection, internet, email and communications document retention*.
- 2.5 The Company may supplement or amend this policy by additional policies and guidelines from time to time. Any new or modified policy will be circulated to staff before being adopted.

3 General principles

- 3.1 All Company information must be treated as commercially valuable and be protected from loss, theft, misuse or inappropriate access or disclosure.
- 3.2 Staff should discuss with AM/RCs the appropriate security arrangements which are appropriate and in place for the type of information they access in the course of their work.
- 3.3 Staff should ensure they attend any information security training they are invited to unless otherwise agreed by AM/RCs.
- 3.4 Information is owned by the Company and not by any individual or team.
- 3.5 Company information must only be used in connection with work being carried out for the Company and not for other commercial or personal purposes.

4 Information management

- 4.1 Information gathered should not be excessive and should be adequate relevant, accurate and up to date for the purposes for which it is to be used by the Company.
- 4.2 Information will be kept for no longer than is necessary *in accordance with the Company's data retention guidelines*. All confidential material that requires disposal must be shredded or, in the case of electronic material, securely destroyed, as soon as the need for its retention has passed

5 HR information

- 5.1 Given the internal confidentiality of personnel files, access to such information is limited to the HR Department. Except as provided in individual roles, other staff are not authorised to access that information.
- 5.2 Any staff member in a management or supervisory role must keep personnel information confidential.
- 5.3 Staff may ask to see their personnel files in accordance with the relevant provisions of the Data Protection Act 2018.

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6 Access to offices and information

- 6.1 Office doors must be kept secure at all times and visitors must not be given keys or access codes.
- 6.2 Documents containing confidential information and equipment displaying confidential information should be positioned in a way to avoid them being viewed by people passing by, e.g. through office windows.
- 6.3 Visitors should be required to sign in at reception, accompanied at all times and never be left alone in areas where they could have access to confidential information.
- 6.4 Wherever possible, visitors should be seen in meeting rooms. If it is necessary for a member of staff to meet with visitors in an office or other room which contains Company information, then steps should be taken to ensure that no confidential information is visible.
- 6.5 At the end of each day, or when desks are unoccupied, all paper documents, backup systems and devices containing confidential information must be securely locked away.

7 Computers and IT

- 7.1 Use password protection and encryption where available on Company systems to maintain confidentiality.
- 7.2 Computers and other electronic devices must be password protected. Passwords should not be written down or given to others.
- 7.3 Computers and other electronic devices should be locked when not in use to minimise the risk of accidental loss or disclosure.
- 7.4 Confidential information must not be copied onto floppy disk, removable hard drive, CD or DVD or memory stick/ thumb drive without the express permission of the IT Manager. Data copied onto any of these devices should be deleted as soon as possible and stored on the Company's computer network in order for it to be backed up.
- 7.5 All electronic data must be securely backed up at the end of each working day.
- 7.6 Staff should ensure they do not introduce viruses or malicious code on to Company systems. Software should not be installed or downloaded from the internet without it first being virus checked. Staff should contact the IT Manager for guidance on appropriate steps to be taken to ensure compliance.

8 Communications and transfer

- 8.1 Staff should be careful about maintaining confidentiality when speaking in public places.
- 8.2 Confidential information should be marked 'confidential' and circulated only to those who need to know the information in the course of their work for the Company.
- 8.3 Confidential information must not be removed from the Company's offices without permission from AM/RC.
- 8.4 In the limited circumstances when confidential information is permitted to be removed from the Company's offices, all reasonable steps must be taken to ensure that the integrity of the information and confidentiality are maintained. Staff must ensure that confidential information is:
 - 8.4.1 not transported in see-through or other un-secured bags or cases;
 - 8.4.2 not read in public places (e.g. waiting rooms, cafes, trains); and
 - 8.4.3 not left unattended or in any place where it is at risk (e.g. in conference rooms, car boots, cafes).
- 8.5 Postal, document exchange (DX), fax and email addresses and numbers should be checked and verified before information is sent to them. Particular care should be taken with email addresses where auto-complete features may have inserted incorrect addresses.
- 8.6 All sensitive or particularly confidential information should be encrypted before being sent by email, or be sent by tracked DX or recorded delivery.
- 8.7 Sensitive or particularly confidential information should not be sent by fax unless you can be sure that it will not be inappropriately intercepted at the recipient fax machine.

9 Home working

- 9.1 Staff should not take confidential or other information home without the permission of their AM/RC and only do so where satisfied appropriate technical and practical measures are in place within the home to maintain the continued security and confidentiality of that information.
- 9.2 In the limited circumstances in which staff are permitted to take Company information home, staff must ensure that:
 - 9.2.1 confidential information must be kept in a secure and locked environment where it cannot be accessed by family members or visitors; and

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9.2.2 all confidential material that requires disposal must be shredded or, in the case of electronic material, securely destroyed, as soon as any need for its retention has passed.

9.3 Staff should not store confidential information on home computers (PCs, laptops or tablets).

10 Transfer to third parties

10.1 Third parties should only be used to process Company information in circumstances where written agreements are in place ensuring that those service providers offer appropriate confidentiality, information security and data protection undertakings.

10.2 Staff involved in setting up new arrangements with third parties or altering existing arrangements should consult hr@headofficeaccounts.com for more information.

11 Overseas transfer

11.1 There are restrictions on international transfers of personal data. Staff must not transfer personal data internationally at all.

12 Reporting breaches

12.1 All staff have an obligation to report actual or potential data protection compliance failures to hr@headofficeaccounts.com. This allows the Company to:

12.1.1 investigate the failure and take remedial steps if necessary; and

12.1.2 make any applicable notifications.

13 Consequences of failing to comply

13.1 The Company takes compliance with this policy very seriously. Failure to comply puts both staff and the Company at risk. The importance of this policy means that failure to comply with any requirement may lead to disciplinary action, which may result in dismissal, or, in the case of a worker, termination of your Contract with immediate effect.

13.2 Staff with any questions or concerns about anything in this policy should not hesitate to contact hr@headofficeaccounts.com.



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19 Internet, email and communications

1 Introduction

- 1.1 This policy outlines the principles and standards the Company requires those using our internet, email and other communications systems to observe. It also explains when the Company will monitor the use of those systems and the action the Company will take if the terms of this policy are breached.
- 1.2 The Company expects all of its electronic and computer facilities to be used in an effective and professional manner and encourages all staff to develop the skills necessary to do so. These facilities are provided by the Company for its own business purposes to assist its staff in carrying out their duties effectively. It is the responsibility of all staff to ensure that this technology is used for proper business purposes and in a manner that does not compromise the Company or its workforce in any way.
- 1.3 Professional integrity is central to the Company, and it must characterise all our dealings. All staff should think about how their own image or that of the Company may be affected by how they use the internet and other electronic communication systems. The same professional ethical obligations apply to conduct in online and offline environments.
- 1.4 This policy applies to the use of Company technology while at work and also when using Company technology from outside work e.g. when accessing our systems remotely, using a Company laptop or tablet when travelling and when using smartphones.
- 1.5 Misuse of the internet, email and/or other communication systems can expose both individuals and the Company to legal or financial liability. For example, an individual may enter into unintended contracts, breach copyright or licensing arrangements, incur liability for defamation or harassment or introduce viruses into the system. This policy is designed to safeguard both individuals and the Company from such liabilities. It is important that all staff read the policy carefully and ensure that all use of the internet, email and other communication systems is in accordance with its terms.
- 1.6 This policy applies to all employees, workers, consultants and other contractors who have access to Company computer and other communications systems. It also applies to personal use of the Company's equipment and technology in any way that reasonably allows others to identify any individual as associated with the Company.
- 1.7 This policy does not form part of your Contract, and the Company may amend it at any time.
- 1.8 The Group HR Director is responsible for the monitoring and implementation of this policy. Any questions about the content or application of this policy or other comments should be referred to hr@headofficeaccounts.com.

2 Use of the Company's computer systems

- 2.1 Staff may use the Company's computer systems only to the extent that they are authorised to do so. Staff should not use the Company's computer equipment for any purpose that is not connected to the Company's business unless they have express permission to do so or they are making personal use of the system as permitted by this policy (see paragraph 9).
- 2.2 Use of the Company's systems for commercial purposes other than the business of the Company is strictly prohibited.
- 2.3 Any individual with access to the Company's network must adhere to strict access controls, to reduce the risk of virus infections, hacking and other unauthorised access attempts:
- 2.3.1 only authorised equipment is allowed to connect to the Company's network from any office location;
 - 2.3.2 *remote access (via broadband, dial up, etc) is also restricted to authorised equipment and access must only be via secure means, e.g. VPN software.*
- 2.4 The Company licenses software from a number of sources. The Company does not own that software and must comply with any restrictions or limitations on use, in accordance with its licence agreements. All staff must adhere to the provisions of any software licence agreements to which the Company is party.
- 2.5 Staff must not use any software for any purpose outside the business of the Company without express permission of the IT Manager or as otherwise permitted by the terms of this policy.
- 2.6 Staff must not copy, download or install any software without first obtaining permission from the IT Manager.

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3 Confidentiality

- 3.1 Staff should never assume that internal or external messages are necessarily private and confidential, even if marked as such. Email and the internet are not secure means of communication, and third parties may be able to access or alter messages that have been sent or received. Do not send any information in an email which you would not be happy being publicly available. Matters of a sensitive or personal nature should not be transmitted by email unless absolutely unavoidable and if so, should be clearly marked in the message header as highly confidential.
- 3.2 Email and internet messages should be treated as non-confidential. Anything sent through the internet passes through a number of different computer systems, all with different levels of security. The confidentiality of messages may be compromised at any point along the way unless the messages are properly encrypted.
- 3.3 Staff should refer to *their contract* for details of the types of information that the Company regards as confidential and which should be treated with particular care.

4 General rules regarding communications and email

- 4.1 All communications, including email, should reflect the highest professional standards at all times. In particular, all staff must:
 - 4.1.1 keep messages brief and to the point;
 - 4.1.2 ensure the spelling and grammar are carefully checked before sending;
 - 4.1.3 ensure that all emails sent from the Company include *the current disclaimer wording*;
 - 4.1.4 ensure that an appropriate heading is inserted in the subject field; and
 - 4.1.5 double check the recipient(s) before pressing the send button—not only can it be embarrassing if a message is sent to the wrong person, it can also result in the unintentional disclosure of confidential information about the Company or a client/customer.
- 4.2 Staff must not send messages from another person’s email address (unless authorised in the proper performance of their duties) or under an assumed name.
- 4.3 Staff must not send offensive, demeaning, disruptive or defamatory messages or images by[*fax or*] any method. This includes, but is not limited to, messages or images inconsistent with the Company's [*Equality OR Equal Opportunities*] Policy and Harassment and Bullying Policy and any sexist or racist material or any material which could be offensive on the grounds of a person's disability, age, sexual orientation, gender or religion or belief.
- 4.4 Staff must not place on the system or send any message or image which could be regarded as personal, potentially offensive or frivolous to any recipient or to any other person (even if not sent to them).
- 4.5 If any individual receives any communication containing material that is offensive or inappropriate to the office environment, the individual must delete it immediately. Under no circumstances should such communication be forwarded either internally or externally, other than internally to hr@headofficeaccounts.com in order to report a breach of this policy.
- 4.6 Staff should not transmit anything in an email or other communication that they would not be comfortable writing (or someone else reading) in a letter. Emails leave a retrievable record and, even when deleted, can remain on both the individual's computer and on the Company's back-up system. Emails can be recovered and used as evidence in court proceedings and/or reviewed by regulators. Electronic messages are admissible as evidence in legal proceedings and have been used successfully in libel and discrimination cases.
- 4.7 Staff must not create congestion on the Company’s systems by sending trivial messages or by unnecessary copying or forwarding of messages to recipients who do not need to receive them, or by sending or forwarding chain mail, junk mail, cartoons, jokes or gossip.
- 4.8 Staff must use a Company email address for sending and receiving work-related emails and must not use their own personal email accounts to send or receive emails for the purposes of the Company’s business. Staff must not send (inside or outside work) any message in the Company's name unless it is for an authorised, work-related purpose.
- 4.9 Staff must not send unsolicited commercial emails to persons with whom the individual does not have a prior relationship without the express permission of the relevant manager.
- 4.10 *Communications must not use the Company’s logos and other branding material without the approval of the Marketing department.*

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4.11 *Communications must not provide references, recommendations or endorsements for any third party, unless expressly authorised by [insert name and/or position, e.g. the Marketing department or Marketing manager.*

5 Passwords and security

5.1 Each individual is personally responsible for the security of all equipment allocated to or used by them. An individual must not allow equipment allocated to that person to be used by any other person other than in accordance with this policy.

5.2 Each individual must use passwords on all IT equipment allocated to them and must keep any password allocated to them confidential and must change their password regularly.

5.3 No individual may use another person's username and/or password to access the Company's systems, nor may any individual allow any other person to use their password(s). If it is anticipated that someone may need access to an individual's confidential files in their absence, that individual should arrange for the files to be copied to a network location that is properly secure where the other person can access them or give the person temporary access to the relevant personal folders.

5.4 All staff must log out of the Company's system or lock their computer when leaving their desk for any period of time. All staff must log out and shut down their computer at the end of the working day.

6 Contact lists

6.1 Lists of contacts compiled by staff during the course of their employment and stored on the Company's email system and/or other Company database(s) (irrespective of how they are accessed) belong to the Company. Such lists may not be copied or removed by staff for use outside their employment or after their employment ends.

7 Systems and data security

7.1 Be vigilant when using the Company's email system. Computer viruses are often sent by email and can cause significant damage to the Company's information systems. Be particularly cautious in relation to unsolicited email from unknown sources.

7.2 If any individual suspects that an email may contain a virus, they should not reply to it, open any attachments to it or click on any links in it and must contact [*the IT department*] immediately for advice.

7.3 [*No individual may download or install software from external sources without prior authorisation from [insert name and/or department, eg the IT manager]. OR Any files or software downloaded from the internet or brought from home must be virus checked before use. Staff should not rely on their own computer to virus check any such programs but should refer direct to [insert details, e.g. the IT department.]*]

7.4 No personal computer, mobile phone, tablet computer, USB storage device or other device is permitted to be connected to the Company's systems or network without express prior permission from [*insert name and/or department, e.g. the IT manager*]. Any permitted equipment must have up-to-date anti-virus software installed on it and the Company may inspect such equipment in order to verify this.

7.5 Staff must not run any '.exe' files, particularly those received via email, unless authorised to do so in advance by the IT Department. Unauthorised files should be deleted immediately upon receipt without being opened.

7.6 Staff must not access or attempt to access any password-protected or restricted parts of the Company's systems for which they are not an authorised user.

7.7 All staff must inform the IT Manager immediately if they suspect their computer may have a virus and must not use the computer again until informed it is safe to do so.

7.8 All laptop, tablet, smartphone and mobile phone users should be aware of the additional security risks associated with these items of equipment. All such equipment must be locked away in a secure location if left unattended overnight.

8 The internet

8.1 Access to the internet during working time is *primarily for* matters relating to your work duties and employment. *Reasonable, limited personal use of the internet is permitted in accordance with paragraph 9.*

8.2 Any unauthorised use of the internet is strictly prohibited. Unauthorised use includes (but is not limited to):

8.2.1 creating, viewing, accessing any webpage or posting, transmitting or downloading any image, file or other information unrelated to your employment and, in particular, which could be regarded as pornographic, illegal, criminal, offensive, obscene, in bad taste or immoral and/or which is liable to cause embarrassment to the Company or to our clients/customers;

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- 8.2.2 engaging in computer hacking and/or other related activities; and
- 8.2.3 attempting to disable or compromise security of information contained on the Company's systems or those of a third party.
- 8.3 Staff are reminded that such activity may also constitute a criminal offence.
- 8.4 Postings placed on the internet may display the Company's address. For this reason staff should make certain before posting information that the information reflects the standards and policies of the Company. Under no circumstances should information of a confidential or sensitive nature be placed on the internet. Staff must not use the Company's name in any internet posting (inside or outside work) unless it is for a work-related purpose.
- 8.5 Information posted or viewed on the internet may constitute published material. Therefore, reproduction of information posted or otherwise available over the internet may be done only by express permission from the copyright holder. Staff must not act in such a way as to breach copyright or the licensing conditions of any internet site or computer program.
- 8.6 *Staff must not commit the Company to any form of contract through the internet without the express permission of their manager.*
- 8.7 Subscriptions to news groups, mailing lists and social networking websites are permitted only when the subscription is for a work-related purpose. Any other subscriptions are prohibited.
- 8.8 The Company may block or restrict access to any website at its discretion.
- 9 Personal use of our systems**
- 9.1 Reasonable personal use of the Company's systems to browse the internet is allowed provided that it does not interfere with the performance of any individual's duties and the terms of this policy are strictly adhered to. The Company reserves the right, at our absolute discretion, to withdraw this privilege at any time and/or to restrict access for personal use.
- 9.2 Personal use must meet these conditions (in addition to those set out elsewhere in this policy):
 - 9.2.1 personal use must be minimal (both in terms of time spent and frequency) and reasonable and *must take place exclusively* outside normal working hours, i.e. during lunch or other breaks, or before and after work;
 - 9.2.2 personal use must not affect the job performance of any member of staff or otherwise interfere with the Company's business or be in the presence of clients; and
 - 9.2.3 it must not commit the Company to any marginal costs
- 10 Monitoring**
- 10.1 The Company's systems enable us to monitor telephone (including mobile telephone), email, voicemail, internet and other communications. Any individual's use (including personal use) of our systems may be monitored by automated software or otherwise, for business reasons, in order to carry out our obligations as an employer and in order to monitor compliance with the terms of this policy. The following are the purposes for which monitoring may be undertaken:
 - 10.1.1 monitoring and record keeping to establish facts;
 - 10.1.2 to establish compliance with regulatory or self-regulatory procedures;
 - 10.1.3 to prevent, detect or investigate alleged crime or wrongdoing;
 - 10.1.4 to investigate or detect the unauthorised use of the Company's systems or to ascertain compliance with the Company's policies, practices or procedures (including this policy);
 - 10.1.5 to locate and retrieve lost messages or files;
 - 10.1.6 to check whether communications are relevant to the business (for example when an individual is absent due to sickness or holiday); and/or
 - 10.1.7 to comply with any legal obligation.
- 10.2 The Company does not as a matter of policy routinely monitor employees' or workers' use of the internet or the content of email messages sent or received. However, the Company has a right to protect the security of its systems, check that use of the system is legitimate, investigate suspected wrongful acts and otherwise comply with legal obligations imposed upon it. To achieve these objectives, the Company carries out random spot checks on the system which may include accessing individual email messages or checking on specific internet sites searched for and/or accessed by individuals.

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10.3 *The Company reserves the right to read any employees' or workers' emails in order to check for business emails while they are absent or out of the office. The Company may also access any employees' or workers' voicemail to check for business calls while they are absent or out of the office. It may therefore be unavoidable that some personal messages will be read or heard.*

11 Prohibited use and breach of this policy

11.1 The Company considers this policy to be extremely important. Any breach of the policy by an employee will be dealt with under the Company's *Code of conduct and dismissal and disciplinary procedure*. In certain circumstances, breach of this policy may be considered gross misconduct which may result in immediate termination of your Contract without notice or payment in lieu of notice (in the case of employees). In addition, or as an alternative, the Company may withdraw an individual's internet and/or email access.

11.2 Examples of matters that will usually be treated as gross misconduct include (this list is not exhaustive):

- 11.2.1 unauthorised use of the internet as outlined in paragraph 8.2 above;
- 11.2.2 creating, transmitting or otherwise publishing any false and defamatory statement about any person or organisation;
- 11.2.3 creating, viewing, accessing, transmitting or downloading any material which is discriminatory or may cause embarrassment to other individuals, including material which breaches the principles set out in the Company's *[Equality OR Equal Opportunities]* Policy and our Harassment and Bullying Policy;
- 11.2.4 accessing, transmitting or downloading any confidential information about the Company and/or any of our staff and/or client or customers, except where authorised in the proper performance of your duties;
- 11.2.5 accessing, transmitting or downloading unauthorised software; and
- 11.2.6 viewing, accessing, transmitting or downloading any material in breach of copyright.

12 Review and training

- 12.1 The Group HR Director is responsible for this policy.
- 12.2 The Company regularly monitors the effectiveness of this policy to ensure it is working in practice and will review and update this policy as and when necessary. The Company will provide information and/or training on any changes made.
- 12.3 All staff will receive appropriate training on this policy, including training on any updates made to it.



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20 Lone working

1 Introduction

1.1 Both individual employees and workers who work alone and their managers have a duty to assess and reduce the risks lone working presents. This policy should be read in conjunction with the Company's Health and safety policies.

2 Purpose and scope

2.1 This policy is designed to:

- 2.1.1 ensure staff are aware of the risks presented by lone working, and
- 2.1.2 identify responsibilities of staff and managers

2.2 It applies to all staff who work alone, at any time, and their supervisors.

3 Who is a lone worker?

3.1 A lone worker is a member of staff who in the course of their duties works by themselves without close or direct supervision, whether alone in their home or among the Company's clients and business partners.

3.2 The key characteristic is that they are physically isolated from colleagues, and without access to immediate assistance.

3.3 Examples include:

- 3.3.1 people who work from home
- 3.3.2 mobile workers outside of their fixed base
- 3.3.3 people visiting domestic and commercial premises
- 3.3.4 people who work separately from others (eg reception workers or people who work outside normal business hours)

4 Responsibilities

4.1 The Company has specific responsibilities as employer in terms of health and safety. But you also have responsibilities.

The Company and manager responsibilities	Lone worker responsibilities
Undertake risk assessments	Take all reasonable care of yourselves and other people affected by your work activities
Control access to the place of work	Ensure you are familiar with exits and alarms
Ensure emergency exits remain clear	Follow all safety systems and procedures strictly
Ensure alarm systems are checked regularly	Inform AM/RC and/or hr@headofficeaccounts.com when you will be working alone, giving accurate details of location if this is different from your normal location
Provide telephone and first aid equipment	Ensure mobile phones (and other equipment) are charged and in working order
Maintain any system for signing in and out	Take every reasonable precaution to ensure your address and telephone number remain confidential
Agree and facilitate communication arrangements (including checking-in and fall back systems)	Assist with risk assessments
Ensure all staff understand and follow the reporting procedure	Report all incidents through the reporting procedure set out in this policy
Review incident reports and ensure remedial (immediate and planned)	Co-operate with the Company in collectively meeting our legal obligations

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The Company and manager responsibilities	Lone worker responsibilities
action is implemented where necessary	
Make provision for regular contact with lone worker	
Ensure appropriate support is given to staff involved in any incident	

5 Risk assessment

5.1 Before working alone, an assessment of the risks involved must be made in conjunction with the AM/RC.

5.2 All available information should be taken into account and checked or updated as necessary.

5.3 Issues considered will include:

5.3.1 the environment—location, security, access

5.3.2 the context—nature of the task, any special circumstances regarding the individuals concerned, any indicators of potential or actual risk

5.3.3 history—any previous incidents in similar situations, and

5.3.4 any other special circumstances

5.4 You may be asked to contribute to the risk assessment process.

6 Personal safety

6.1 We take the safety of all our staff very seriously indeed and will take all necessary steps to ensure our staff are adequately protected, including the steps set out in clause 4 as well as any other steps we identify.

6.2 You should take all reasonable steps to ensure your own safety. You are referred to the HSE guidance in Lone Working on their website:

<http://www.hse.gov.uk/pubns/indg73.pdf>

7 Health and safety incidents

7.1 What is an incident?

7.1.1 An incident is any event or circumstance that could have or did lead to harm, loss or damage to people.

7.1.2 This includes near misses.

7.1.3 Examples of incidents include (but are not limited to):

(a) slips, trips, falls, cuts

(b) fire, flood or other natural disaster causing the risk of or actual health and safety concerns

(c) major incidents, or

(d) other incidents

7.2 Reporting an incident

7.2.1 You should ensure that all incidents, including near misses, are reported to the Group HR Director or the Company's Health & Safety representative, Fay Chesworth at the earliest possible time.

7.2.2 They will make a full record of the incident.

7.2.3 If you are unsure whether to report an incident, you should refer to the Group HR Director.

7.3 Incident management—response

7.3.1 If an incident occurs while you are working alone, where possible, you should:

(a) go to a safer place, if necessary

(b) summon assistance (eg an ambulance), if required, or ask someone to do it for you

(c) telephone the Group HR Director or the Company's H&S representative, Fay Chesworth to report the incident

7.4 Incident management—post incident

7.4.1 Following an incident, depending on the specific situation, we will ensure you receive all appropriate support, which could include medical treatment and advice.

7.4.2 We will review the circumstances of any incident, review relevant risk assessments, and where appropriate, update and communicate changes to all relevant staff.

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8 Training

8.1 All staff are provided with basic health and safety training as part of our induction process.

8.2 The requirements for additional training relating for lone working will vary depending on the nature of the work and work arrangements of the person concerned. Where further training needs are identified, training will be provided.

9 Monitoring and review

9.1 Our lone worker arrangements, including the operation of this policy will be subject to ongoing monitoring through the supervision process, eg through team meetings, risk assessments, etc.

9.2 Any member of staff with a concern regarding lone working issues should ensure it is discussed with their AM/RC.

- This policy will be reviewed regularly as part of our general review cycle. This will be at least annually, unless circumstances change, and a more frequent review is deemed necessary.



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21 Managing agency workers' conduct and behaviour breaches

1 Standards

1.1 When on assignment to a labour user, agency workers are representing the Company and should:

- Not do anything detrimental to the interests of the Company or the labour user
- Take reasonable steps to safeguard their own and others' health and safety
- Comply with the labour user's rules and reasonable instructions
- Provide a reasonable standard of care and skill in their job
- Treat Company staff, the hirer, all fellow workers and visitors with courtesy and respect

1.2 Nothing in this procedure gives rise to a contract of employment between the agency workers and the labour user and/or the Company.

2 Procedure

2.1 This procedure manages failure to meet the Company's and/or the labour user's standards of job performance, conduct (whether during working hours or not) and attendance, or for breach of any of the terms under which a worker is placed on assignment or engaged by the Company.

2.2 The procedure is non-contractual but applies to all agency workers directly engaged by the Company. It does not apply to agency workers who supply their services through other intermediaries.

2.3 the principles behind this procedure are to inform the worker fully of any issues that may have occurred, to allow them the opportunity to explain the occurrence and/or make appropriate improvements and to allow a practical route for appeal against any local decision.

2.4 The Company reserves the right to depart from the precise requirements of this procedure where it is expedient to do so and where the resulting treatment of the worker is fair.

2.5 The labour user may, at any time, require the removal of a worker from assignment to them in accordance with the terms of its contractual arrangements with the Company. In such instances the Company will use its reasonable endeavours to find a suitable alternative assignment for the worker, subject to the outcome of investigations under this procedure, if any. For the avoidance of doubt, the labour user's decision as to who may work on assignment to them is absolute.

3 Investigation

3.1 The Company's local management should ensure any such issues raised are investigated fairly and dealt with appropriately. They should take advice from senior management or specialist functions within the Company or externally as necessary.

- When a formal investigation is conducted, the worker has the right to:
- Sufficient advanced written notice of the issues raised, the possible consequences if upheld and details of any meetings to discuss the issues
- Be heard in relation to these issues - to ask questions and challenge the evidence
- An unbiased investigation and hearing, normally but not exclusively face to face - considering relevant considerations and extenuating circumstances
- A reasonable and proportionate decision

4 Hearings

4.1 At any meeting under this procedure, the worker will be informed that he/she may be accompanied by a work colleague or trade union representative. If the designated companion cannot attend the meeting on the date set, the meeting may be postponed by up to 5 days.

The records of formal hearings shall include:

- The advice to the worker of the purpose of the hearing; the issues to be heard and their right to be accompanied
- Confirmation that the parties have had adequate time to prepare for the hearing
- Review of the facts/statements
- Questions from the manager to the worker and any witnesses
- Questions and comment from the worker
- Details of any notice applied, including the agreed improvements required and over what period
- Other decisions given in writing after the meeting.

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In all cases, notes will be taken and forwarded to the parties on request.

5 Notices

5.1 Depending upon the seriousness of the issue, the following notices will normally be given but the procedure may be invoked at any level including summary removal from the assignment or termination of the worker's contract with the Company.

Issue	First Occasion	Second Occasion	Third Occasion
Minor breach	First written notice	Second and final written notice	Termination
Serious Breach	First and final written notice	Termination	
Gross breach	Termination		

1. First written notice

After a suitable investigation and hearing, the worker will be given a written notice setting out the nature of the problem, the likely consequences of repetition within a defined time-period and specifying, if appropriate, the improvement required and over what period.

2. Final written notice

In the case of further repetition of earlier issues, if the worker fails to improve or if the issue, whilst falling short of a gross breach, is serious enough to warrant only one written warning, after suitable investigation and hearing, the worker will be given a further written notice setting out the nature of the issue, a statement that any recurrence within a defined time period will lead to termination of the worker's assignment with the about user or engagement by the Company and specifying, if appropriate, the improvement required and over what period.

3. Contract termination

In the case of a gross breach, or if previous notices as per this procedure have been provided, the worker's assignment with the labour user or their contract with [THE COMPANY] will normally be terminated.

6 GROSS BREACH OF CONTRACT

6.1 The following (not exhaustive) types of behaviour are likely to constitute gross breaches of contract and will normally be dealt with by way of summary termination of the worker's contract with the Company.

- Aggressive, threatening, abusive or offensive verbal or physical behaviour
- Deliberate, negligent or malicious waste or damage to the labour user's or other's property
- Theft or attempted theft of the Company's, the labour user's or other's property
- Sexual or racial discrimination or harassment or any other form of discrimination or harassment
- Serious breaches of health and safety rules, or involvement in activities likely to endanger others' safety
- Consumption, possession or sale of alcohol or drugs or other illegal substances or being under the influence of alcohol, drugs or other illegal substances on the hirers' premises
- Serious breaches of the Company's or the Company's policies and procedures, including confidentiality, security, hygiene, food safety or other client procedure or requirement
- Insubordination, including insolence or failure to carry out instructions or disregard of duties or instruction
- Gross negligence or actions which lead to loss of trust and confidence in the worker's ability to do the assigned work
- Leaving an assignment mid-shift without notification
- Un-notified non-attendance when booked on assignment
- Misuse or unauthorised use of computers, electrical equipment or telephones
- Falsification of records, such as particulars of job applications; records of hours worked; records of driving hours; claiming tax and NIC relief on expenses without entitlement
- Deliberate and serious breaches of confidence in relation to the Company or the Company's affairs (subject to the Public Interest (Disclosure) Act 1998)
- Refusal to accept a reasonable and suitable offer of work under an assignment
- Convictions for any serious criminal offence.

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7 APPEAL

- 7.1 If the worker is dissatisfied with the outcome of any stage of this procedure, they may appeal in writing to the HR Director at the Company using hr@headofficeaccounts.com within 5 working days of the date of the decision which forms the subject of the appeal.
- 7.2 Reasons for the appeal must be stated. Disagreement with the action taken without reasons will not be considered as a suitable basis for an appeal.
- 7.3 Where an appeal relates to a removal from assignment or termination, for the avoidance of doubt, the removal or termination will remain effective pending the outcome of the appeal.

8 FINAL DECISION

- 8.1 All appeals will be considered as quickly as possible. The decision made on appeal will be final and will be given to the worker in writing within 10 days of the decision being made.



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22 Performance and capability at work

1 Introduction

- 1.1 The Company accepts that there may be situations where you may not be able to achieve the standards required from you in your job. Every effort will be made to understand the causes for this and find remedies, which will enable you to achieve the required standards.
- 1.2 A fair procedure will be followed to ensure you are given feedback on your performance and an opportunity to improve. At each stage of the procedure, you may be accompanied by a work colleague or Trade Union representative.
- 1.3 A supportive and positive approach will be adopted throughout this procedure and, as far as is reasonably practicable, every attempt will be made by your AM/RC to provide appropriate, training, knowledge and supervision to achieve the accepted standards of performance.
- 1.4 This procedure applies where either your skills or abilities are not sufficient to fulfil their job to the required standard.
- 1.5 In cases where it is considered that your performance, conduct or behaviour is unacceptable and falls outside the scope of this procedure it may be appropriate to consider the Disciplinary Procedure as an alternative. If this is the case, this will be made clear to you.
- 1.6 Depending on the nature, cause and seriousness of the situation this procedure can be commenced at any stage. The timescale allowed for improvement may vary and will be determined taking into account the reason for the incapability, and the impact of this on business operations.
- 1.7 This procedure intends to provide a framework for dealing with matters in a fair, supportive and consistent manner. It is intended only as a statement of the Company's procedure and does not form part of your Contract or otherwise have contractual effect. The Company reserves the right to make additions or alternations to the procedure from time to time and you will be notified of any such additions or alterations.
- 1.8 The Company reserves the right not to follow this procedure in full when performance is unacceptable during the first two years of employment.

2 Procedure

- 2.1 **Informal Discussion – Stage 1:** where there are minor issues, such as small but repeated errors in work, an informal discussion about the causes and what can be done to provide support will often result in an improvement. The discussion should normally bring to your attention the aspects of the job in which the Employee is not performing satisfactorily, and it is hoped that in the majority of cases this will be sufficient action. Appropriate arrangements will be put in place to train, support and assist you and to supervise and monitor your performance.
- 2.2 **Formal Procedure – Stage 2:** where there are major issues, or there is no improvement following informal discussions, a formal meeting will be held. You will be advised in advance of the date, time and reason for the meeting, including any evidence or examples of unsatisfactory performance that will be discussed.
- 2.3 At the meeting to discuss performance, the areas of concern will be clearly stated, with examples, and you will be given the opportunity to express their point of view. If no satisfactory explanation is given by you, the following action will be taken:
 - 2.3.1 a formal written warning will be issued; and
 - 2.3.2 a performance improvement plan will be drawn up and agreed, with a timescale for improvement and a date set for review. Your performance will be closely monitored during the review period.
- 2.4 The meeting will be documented and a formal record placed on file.
- 2.5 **Formal Procedure – Stage 3:** at the end of the review period a further formal meeting will be held to confirm either that improvement has been achieved and sustained, or that there is insufficient progress. If progress has been made and the required standard has been achieved, the matter is then closed.
- 2.6 If there is insufficient improvement a further discussion will take place to agree a further performance improvement plan and the employee will be given a further period to improve. The previous warning may be reiterated or a final warning issued. The final warning should inform you that your continued employment

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may be at risk if satisfactory performance is not achieved or sustained. The meeting will be documented and a record placed on file.

- 2.7 **Formal Procedure – Stage 4:** at the end of the further review period, performance will be reviewed again. A formal meeting will be held.
- 2.8 If progress has been made to the required standard the matter is then closed. It will be expected that the improvement in performance will be sustained. Any deterioration in the standard of performance may reactivate this procedure at the stage where it was closed, or at a more advanced stage of the procedure.
- 2.9 In circumstances where the capability procedure has been exhausted and you have failed to achieve the desired standards of performance it may be appropriate to consider alternatives to dismissal which could involve: demotion, transfer to another department or location on a temporary or permanent basis, with any consequent reduction in pay, status or benefits. If, however, this is not appropriate, you may be dismissed.
- 2.10 If the Company is considering dismissal or the above alternatives to dismissal, you will be given a written statement prior to the formal meeting, setting out the reasons for the proposed course of action. The issues will be fully discussed at the meeting and you will be informed in writing of the outcome.

3 Right of Appeal

- 3.1 You may appeal against any action taken under this procedure (save informal counselling) and such an appeal should be submitted (clearly stating the grounds of appeal) in writing within 5 days to the Directors. One of the Directors will hold an appeal hearing. You may be accompanied at the appeal by a work colleague or Trade Union representative.
- 3.2 The decision reached at an appeal will be notified to you in writing and will be final.



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23 Predictable Working Pattern Request

1 The statutory right to request a predictable working pattern

1.1 A worker has a statutory right to make a request to their Head Office or hirer for a more predictable working pattern if their working pattern lacks predictability. A working pattern refers to the number of hours or the days and times the worker works under an assignment with a hirer, or the length of their assignment with a hirer.

2 Qualification

2.1 To make a statutory request to Head Office a worker must have had a contract with Head Office at some point in the month before the 26 weeks leading up to the day of the request.

2.2 To make a statutory request to a hirer, a worker must have worked in the same role with the same hirer for 12 continuous weeks within the 26 weeks leading up to the day of the request.

3 How to Make A Request

3.1 A statutory request to Head Office or hirer must be in writing and must include:

- the date of the request
- a statement that it is a statutory request for a predictable working pattern
- the change the worker is seeking to their working pattern
- the date on which the worker would like the change to come into effect
- if and when the worker has made a previous request for a predictable working pattern to Head Office (if the new request is to Head Office) or to their hirer (if the new request is to the hirer)

3.2 To make a request to Head Office you should email hr@headofficeaccounts.com

4 A request for a contract directly with a hirer

4.1 A request from a worker to a hirer for a predictable working pattern may be for either:

- a contract of employment with the hirer
- a worker's contract with the hirer to do work or provide a service personally.

4.2 A request to a hirer must be treated as a request for a contract to do the same or broadly similar work as the worker already does for hirer.

4.3 A request to a hirer must be treated as a request for a contract with terms and conditions which are, on the whole, not less favourable than either of the following:

- the usual terms and conditions, at the time of the request, of the hirer's employees or the hirer's workers who are not employees who are doing the same or broadly similar work to the Head Office worker and (where relevant) who have a similar level of qualification and skills
- the terms and conditions that would usually be expected to be included in such contracts if the hirer does not have any such employees or workers

4.4 A hirer may need to correspond with Head Office to clarify relevant information when handling a worker's request. The hirer and Head Office will ensure that this communication takes place in a timely manner so that the request is handled within the statutory one-month decision period.

5 The number of statutory requests allowed

5.1 A worker may make two statutory requests to Head Office and two statutory requests to their hirer for a predictable working pattern within any 12-month period.

5.2 A worker may have only one live request for a predictable working pattern at any one time with their Head Office, and at any one time with their hirer. Once a request has been made, it remains live, including during any appeal, until any of the following occur:

- a decision on the request is made
- the request is withdrawn
- an outcome is mutually agreed
- the statutory one-month decision period for requests ends

6 Considering a request for a predictable working pattern

6.1 Every request will be handled in a reasonable manner. This will include:

- consideration of the worker's current working pattern
- assessing the effect of the requested change for Head Office (if the request was to the Head Office) or hirer (if the request was to the hirer) and the worker, including the potential benefits and other impacts of accepting or rejecting it

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- 6.3 Head Office or the hirer must accept a predictable working pattern request unless there is a genuine business reason not to. A decision to reject a request must be for one or more of the following business reasons which are set out in the Employment Rights Act 1996:
- the burden of additional costs
 - a detrimental effect on ability to meet customer demand
 - a detrimental effect on the recruitment of staff
 - a detrimental effect on other aspects of the Head Office or hirer's business
 - insufficient work available for the periods the worker proposes to work
 - planned structural changes to the business
- 6.3 Head Office or the hirer may also reject a request for other reasons where a worker's contract or assignment ends during the statutory one-month decision period for requests.
- 6.4 Where Head Office or the hirer are considering rejecting a request, we will consider whether there are alternative and suitable arrangements for providing more predictability. If there are, we will discuss this with the worker.

7 Meeting to discuss a request

- 7.1 If Head Office or the hirer receives a request, we will arrange a meeting with the worker to discuss it. This can help make sure that all relevant information is understood before a decision is made. The person holding the meeting will have sufficient authority to make a decision.
- 7.2 The meeting will be held without unreasonable delay. The arrangement of the meeting will allow reasonable time to prepare for the discussion, while taking into account the statutory one-month decision period for requests.
- 7.3 The meeting will be held privately. It can be held in person or remotely via a video call, or where neither of those are possible, via a telephone call.
- 7.4 The content of the meeting and the way in which it is conducted will allow a reasonable discussion and consideration of the request. If Head Office or hirer is considering accepting the request, or agreeing an alternative predictable working pattern, we should discuss with the worker how and when the changes might best be implemented.

8 Communicating a decision about a request

- 8.1 Once a decision has been made about the request, Head Office (if the request was to the Head Office) or hirer (if the request was to the hirer) will inform the worker of that decision. The worker will be informed in writing without unreasonable delay, making it clear what has been decided and why. This decision will be communicated to the worker within a timeframe that will allow the worker reasonable time to appeal if they wish to, while taking into account the statutory one-month decision period for requests.
- 8.2 If the request is rejected, the written decision should clearly set out the business reason(s). It will also set out any additional information which is reasonable to help explain the decision to the worker. The worker will be allowed to appeal the decision and the written decision should explain how the worker may appeal if they wish to do so, and the timeframe for receipt of any appeal.

9 Handling an appeal

- 9.1 If a worker wishes to appeal the decision about their request, they should let Head Office (if the request was to the Head Office) or hirer (if the request was to the hirer) know the grounds for their appeal in writing. These include, for example, if there is new information they wish to be considered, or if they believe their request has not been handled in a reasonable manner.
- 9.2 If Head Office or hirer receives an appeal, they will arrange a meeting with the worker to hear the appeal. The meeting will be held without unreasonable delay and at a time and place which should be notified to the worker in advance.
- 9.3 The appeal will be dealt with impartially. Wherever possible, it will be handled by a manager who has not previously been involved in considering the request.
- 9.4 Once a decision about the appeal has been made, the worker will be informed in writing of the appeal decision without unreasonable delay, while taking into account the statutory one-month decision period for requests. The decision should make clear what has been decided and why.

10 Deciding requests within the statutory one-month decision period

- 10.1 All requests, including any appeal, will be decided and communicated to the worker within one month of the date of the request.

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10.2 If Head Office or the hirer arranges a meeting to discuss the request, including any appeal, they will provide a reasonable opportunity for the worker to attend. If the worker fails to attend, Head Office or the hirer will rearrange the meeting. If the worker fails to attend both meetings without a good reason, Head Office or the hirer may consider the request withdrawn. If Head Office or the hirer does consider the request withdrawn, they must inform the worker of this. This will be done in writing.

11 Deciding requests where the worker's contract or assignment ends during the statutory one-month decision period

11.1 If a worker has made a request and their contract or assignment ends during the statutory one-month decision period for requests, Head Office (if the request was to the Head Office) or the hirer (if the request was to the hirer) must still handle the request in a reasonable manner and decide the request within that one-month period.

11.2 Head Office or the hirer must accept a request in these circumstances unless any of the following apply:

- Head Office or the hirer has a genuine business reason to reject the request
- the worker ended their contract or assignment because of the Head Office's conduct (if the request was to the Head Office) or the hirer's conduct (if the request was to the hirer))
- the worker's contract was ended by the Head Office (if the request was to the Head Office) or their assignment was ended by the hirer (if the request was to the hirer) because of the worker's conduct or capability, the qualifications required for the assignment, a legal duty or restriction, or some other substantial reason.

11.3 If the request was to Head Office and Head Office accepts it in these circumstances, we will offer the worker a new contract with terms and conditions which both:

- reflect the change requested
- are, on the whole, not less favourable than those of the worker's contract at the time of their request.

11.4 Head Office will offer the new contract to the worker within two weeks of accepting the request. This will be made in writing.



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24 Sickness and attendance

1 Policy

1.1 The Company recognises the contribution of all our workers and is committed to providing good working conditions and health and safety standards.

1.2 The understand that from time-to-time workers may be absent from their place of work due to illness and we aim to ensure that such absence is managed in a consistent, supportive and effective way so that workers are supported to return to work after illness whilst maintaining operational and service levels.

2 Scope

2.1 This policy and procedure applies to all employees and workers within the organisation.

3 Responsibility

3.1 The staff in the following roles are responsible for implementing this policy:

- The HR Director has overall responsibility for Absence Management
- The HR Team has responsibility for development and implementation of policy and procedure
- The HR Team are responsible for training the policy throughout the organisation and communicating internally and externally
- Managers & Recruiters are responsible for day-to-day duties including cooperation with clients and recruitment intermediaries, handling complaints and co-ordinating improvements.
- All employees and workers are responsible for co-operating with management in the implementation of this policy.

4 Policy commitments

- We provide a fair, transparent and consistent method of dealing with the absence of workers
- We do not expect workers to work when they are unfit and will ensure an environment free of pressure to do so.
- We are committed to effectively managing and reducing sickness absence as high levels of absence impact on our ability to provide excellent service levels to our client.
- All workers understand the policy and procedure and have access to guidance and support on the arrangements that are in place to manage sickness absence.
- All workers, jobseekers and staff understand how to, and can raise grievances, complaints, concerns, suggestions or ideas related to absence management.
- Breaches of the policy are treated as retraining or misconduct matters as appropriate and such cases are dealt with according to our disciplinary/conduct and capability policy and procedure.
- We monitor, review and improve the policy regularly and whenever any issues related to its implementation are identified.

The policy will be reviewed annually and at any other time it is considered necessary due to changes in business or legislation.

5 Procedure

5.1 This procedure enables managers to address absence issues, both short and long-term, in a fair, consistent and equitable manner. It is recognised however that all cases must be dealt with on an individual basis because of differing circumstances therefore this procedure gives an outline of the principles to be observed.

5.2 This procedure will be invoked where management has cause for concern regarding a worker's short-term, persistent or long-term absence.

5.3 The procedure for managing absence MUST be followed. It is the responsibility of every worker to report any absence and only in exceptional cases should this be done by someone else on their behalf.

6 Worker Responsibilities

6.1 Reporting Absence

All workers must telephone their agency manager or recruiter as early as possible prior to or on the first day of absence, before shift start but if this is not possible, no later than one hour after the scheduled start time. Emails or text messages are acceptable only if it is not possible to make a phone call.

If a worker does not report for work, and does not respond to phone calls, we may contact the designated emergency contact to try to establish the reason for absence.

An email confirming the absence as unauthorised which may result in a failure to receive any sick pay will be sent. Unauthorised absence may be dealt with under our disciplinary procedures (employee only) /conduct and capability process (worker only).

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- 6.2 Workers must talk directly to their recruitment manager or recruiter. If the recruitment manager or recruiter is unavailable a message must be left on voicemail giving the detailed reason for the absence.
- 6.3 When reporting absence, workers must give the following information:
- the reason for the absence (if known);
 - the expected length of absence (if known). If the expected length of absence is not known, then the worker should call on each day of absence.
- 6.4 In cases of continued absence, workers must contact their line manager again on the fourth day of absence to provide them with up-to-date information.
- 7 Sickness Certification**
- 7.1 If an absence lasts for seven calendar days or less, on the first day back at work, workers will be required to complete a Sickness Self-Certificate giving the reasons for absence. The Certificate will be countersigned by a manager / supervisor and subsequently will be kept in the individual's personnel file.
- 7.2 If an absence exceeds seven calendar days a medical statement of fitness to work certificate, usually from a doctor must be provided to the line manager, no later than the tenth day of absence, covering the absence from the eighth day.
- 7.3 If an absence continues beyond the period covered by the initial medical certificate, further fitness to work certificates must be submitted to give continuous cover for the period of absence. On eventual return to work employees must complete the Company's Sickness Self-Certificate in respect of the first seven days or less not covered by a doctor's medical certificate.
- 7.4 If the doctor's medical certificate does not specify the period of absence covered, it will be classed as covering a period of seven calendar days only.
- 8 Absence Management Process**
- 8.1 On returning to work, workers will be required to attend a return-to-work interview with their line manager to discuss their absence.
- 8.2 The discussion should allow for an exchange of information and be as frank and as open as possible as this will prevent any misunderstandings concerning the nature of the absence.
- 8.3 This will also enable the line manager to discuss any assistance or reasonable adjustments that may be possible to enable an employee to return to work or prevent further absence occurring.
- 8.4 A record of the interview should be kept by the line manager.

Short-Term Persistent Absence

Monitoring and Consultation

The Company operates an accurate method of recording and monitoring levels of absence. If the amount of time being taken off for illness is giving cause for concern, the supervisor / manager will discuss this with the worker at the return-to-work interview.

Continued Absence

If absence levels continue to cause concern, then workers may be referred to a Company specified doctor / Occupational Health Service for an independent medical examination. Alternatively, a medical report may be requested from the individual's GP with the permission of the worker concerned.

If the absence is the consequence of an underlying medical condition, then medical advice will be sought to identify any reasonable adjustments or assistance that the Company can provide.

Disciplinary Action

Continued non-attendance, with no underlying medical condition identified, may result in action being taken under the disciplinary/conduct procedure and could ultimately lead to dismissal/end of assignment. As part of this process workers will be given the opportunity to improve their attendance.

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Long-Term Absence

Consultation and Discussion

In cases of long-term absence, the line manager must arrange to conduct regular 'care and concern' meetings with the aim of:

- Helping to prevent workers from feeling isolated
- Planning and implementing workplace adjustments where necessary, in collaboration with the individual
- Planning and coordinating a return-to-work plan

These meetings should be recorded and notes sent to the worker concerned. Workers may choose to be accompanied by a work colleague or trade union representative.

If workers are too ill to travel, the line manager may choose to conduct a home visit at a mutually convenient time.

Medical Advice

Where there is doubt regarding a worker's ability to return to work on a permanent basis, advice must be sought from the Company specified doctor / Occupational Health Service Provider. Alternatively, a medical report may be requested from the individual's GP with the permission of the member of staff concerned.

Workers must make themselves available to attend medical referrals.

Returning to Work

Where possible the Company will make its best endeavours to aid a return to work on a permanent basis. To establish the most effective way of doing this the Company may seek further medical advice.

This may include making reasonable adjustments to the worker's job, allowing a phased return to work, or by allowing the worker to return to work on a reduced or alternative hours basis.

Redeployment

If medical opinion is that a worker is unfit to return to their former assignment, the possibility of alternative work will be considered. However, depending on the availability of alternative posts, this may not be possible.

9 Termination on the Grounds of Capability

9.1 Should the termination of a worker's contract be identified during the final care and concern meeting as the only appropriate option (i.e. other options as outlined above have been investigated and found to be inappropriate) a formal capability review meeting must be held with the worker in question and their line manager to fully consider the situation again.

9.2 At this meeting, the worker may choose to be accompanied by a work colleague or Trade Union Representative.

9.3 Following the meeting if the workers contract is terminated, they will be given a letter confirming the reason for termination, the date of dismissal, their right to appeal, any payment in lieu of contractual notice and any other outstanding payments to which they are entitled e.g. annual leave

10 Data Protection

10.1 All information relating to an individual's absence will be handled in line with Data Protection principles and will be used purely to carry out the management of their employment.

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25 Smoking

1 Purpose and scope

- 1.1 The Company has a duty to ensure, so far as reasonably practicable, the health, safety and welfare of its employees and workers at work.
- 1.2 Smoking tobacco has a detrimental effect on the smoker's health and may also affect others as a result of passive smoking. Smoking may also have a detrimental effect on the Company's business because of associated absences due to ill health.
- 1.3 Whilst the use of e-cigarettes, personal vaporizers and electronic nicotine delivery systems (referred to in this policy as e-cigarettes) currently falls outside the scope of smoke-free legislation, the long-term health effects of the use of these devices are unknown. The vapour from e-cigarettes may be a source of irritation for some people and may represent a health risk through passive consumption (as with passive smoking). As they are battery-operated, e-cigarettes may also pose a safety risk.
- 1.4 The Company has therefore decided that the use of e-cigarettes will be covered by this policy, as set out below.

2 Policy

- 2.1 Smoking tobacco or any other substance and the use of e-cigarettes is forbidden on client's premises and on all Company premises. Smoking is strictly restricted to designated smoking areas only; there are no exceptions. In particular, you should not smoke or use e-cigarettes immediately outside any entrance to any of the Company's or clients' premises. Smoking is only permitted at least 5 meters away from the entrance to any building. Items should be extinguished safely.
- 2.2 Smoking breaks are limited to one 10-minute break in the morning and one 10-minute break in the afternoon. Excessive smoking breaks are not permitted nor are breaks allowed when operational requirements take precedence, Failure to comply with this rule may result in disciplinary action (for employees) or termination of Contract (for workers).
- 2.3 You may not smoke or use e-cigarettes in any company vehicle.
- 2.4 This policy applies to all employees, workers, contractors, consultants and any other individual working for, at or on behalf of the Company. The Company also expects its visitors to abide by this policy.

3 Procedure

- 3.1 Anyone found smoking or using e-cigarettes on the Company's premises will be committing a serious offence and will be subject to disciplinary action or, if a worker, will be liable to have their Contract terminated with immediate effect. Smoking tobacco in any smoke-free area of company premises is also a criminal offence, for which you may be liable on summary conviction to pay a fine.
- 3.2 You have the right to report breaches of this policy to hr@headofficeaccounts.com. Any such reports will be treated in confidence where possible and anyone making such a report will not suffer any detriment as a result of such a report.
- 3.3 Team managers and supervisors are responsible for ensuring that the policy is adhered to by all employees and workers.
- 3.4 Anyone who needs assistance to adapt to the smoking policy is encouraged to come forward and ask for assistance.

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26 Social media

1 Introduction

- 1.1 The Company understands that the internet and mobile communications technology are increasingly used as a means of communication both at work and at home. The manner in which the Company's internet facilities can be used by our staff and representatives generally is governed by our *Internet, email and communications policy*. This policy outlines the standards we require staff to observe when using social media, the circumstances in which the Company will monitor use of social media and the action we will take if this policy is breached.
- 1.2 This policy applies to all individuals, including employees, officers, workers, consultants, contractors, volunteers, interns and casual workers (referred to as 'staff' in this policy).
- 1.3 Except where otherwise stated, this policy does not form part of your Contract, and the Company may amend it at any time.
- 1.4 If you have any questions or comments on this policy, please contact hr@headofficeaccounts.com or the marketing department.

2 Social media

- 2.1 In this policy, 'social media' means internet-based applications which allow users to collaborate or interact socially by creating and exchanging content, such as social networks, community sites, blogs, microblogging sites, wikis, web forums, social bookmarking services and user rating services. Examples include Facebook, LinkedIn, Yammer, YouTube, Instagram, Twitter, Tumblr, Flickr, SlideShare, Foursquare and Pinterest and the review areas of e-commerce sites.
- 2.2 Social media platforms allow us to build connections and to share ideas and content more broadly and quickly than ever before, and the Company supports their use. However, improper use of social media may give rise to a breach of your employment contract and/or the Company's policies, and/or the following:
- 2.2.1 bullying, harassment and unlawful discrimination;
 - 2.2.2 defamation (i.e. damaging the good reputation of another person or organisation);
 - 2.2.3 contempt of court (i.e. interfering with the administration of justice, e.g. by revealing someone's identity that had been protected by the courts);
 - 2.2.4 misuse of confidential information belonging to the Company or to its customers OR clients and/or suppliers; and
 - 2.2.5 damage to the reputation of the user, the Company and/or its customers OR clients and/or its suppliers.
- 2.3 This policy does not seek to regulate how staff use social media in a purely private capacity provided that use has no bearing on the Company or its activities. This policy is intended to ensure that staff understand the rules governing their use of social media in relation to their work for the Company or when referencing the Company, or which may affect the Company or its activities. It is designed to help you use these platforms and services responsibly, so as to minimise the risks set out above and to ensure consistent standards of use of social media. This policy therefore applies where:
- 2.3.1 your use of social media relates to the Company or its activities;
 - 2.3.2 your use of social media relates to or is otherwise connected with your work, whether the intended use is personal or professional;
 - 2.3.3 you represent yourself, or are otherwise identifiable, as someone employed by, or otherwise associated with, the Company.

3 General rules for use of social media

- 3.1 You must not use your work email address to sign up for personal use of social media websites.
- 3.2 You should have no expectation of privacy or confidentiality in anything you create or share on social media platforms. When you create or exchange content using social media you are making a public statement. As such, your content will not be private and can be forwarded to third parties without your consent. You should therefore consider the potential sensitivity of disclosing information (such as health information) to the world.

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- Once sensitive or confidential information (or offensive or defamatory information) has been disclosed, it cannot be recovered and this may result in liability both for the Company and also you personally.
- 3.3 Bear in mind that, even if you are using social media in a personal capacity, other users who are aware of your association with the Company might reasonably think that you speak on behalf of the Company. You should also bear in mind at all times any adverse impact your content might have on the Company's reputation or client or supplier relationships.
- 3.4 When creating or exchanging content on a social media platform you must at all times comply with your Contract with the Company, the Company's disciplinary rules and any of the Company's policies that may be relevant. In particular you must:
- 3.4.1 not breach the Company's harassment and bullying policy;
 - 3.4.2 not breach the Company's equality policy;
 - 3.4.3 not breach the Company's data protection, internet, email and communications, information security and/or whistleblowing policies;
 - 3.4.4 respect any confidentiality obligations owed by you or the Company, and not disclose commercially sensitive material or infringe any intellectual property or privacy rights of the Company or any third party;
 - 3.4.5 not make defamatory or disparaging statements about the Company, its shareholders, employees, workers, clients, suppliers or competitors;
 - 3.4.6 not create or exchange or link to abusive, obscene, discriminatory, derogatory, defamatory or pornographic content;
 - 3.4.7 not upload, post or forward any content belonging to a third party unless you have that third party's consent;
 - 3.4.8 ensure that any quotes from third party material are accurate;
 - 3.4.9 check that a third party website permits you to link to it before including a link and ensure that the link makes clear to the user that the link will take them to the third party's site; and
 - 3.4.10 not post, upload, forward or post a link to chain mail, junk mail, cartoons, jokes or gossip.
- 3.5 *You should be honest and open but also be mindful of the impact your contribution to a site may have on the perception of the Company.*
- 3.6 If you make a mistake in a contribution, be prompt in admitting and correcting it.
- 3.7 *Avoid discussing topics that may be inflammatory, such as politics or religion.*
- 3.8 You should regularly review the privacy settings on your personal social media accounts and appropriately restrict the people who can read your comments. Review the content of your personal social media accounts on a regular basis and delete anything that could reflect negatively on you in a professional capacity or on the Company.

4 Using social media sites in the Company's name

- 4.1 In order to protect the Company's commercial interests, only members of the marketing department are permitted to post material on any social media site in the Company's name and/or on the Company's behalf. Any breach of this restriction will be treated as gross misconduct.
- 4.2 Before using social media platforms on behalf of the Company, you must obtain the approval of the marketing department.
- 4.3 The marketing department keeps a list of approved social media platforms. Content must not be exchanged or created on the Company's behalf except on approved platforms. If you would like a platform to be added to the approved list, your request should be made to marketing.
- 4.4 Marketing should be consulted before any individual permitted to do so engages in any new social media activity, in order to ensure that relevant compliance steps (eg brand protection measures, legal terms of use and relevant Company policies) are properly implemented in relation to the new activity.
- 4.5 If you are permitted to use social media sites in the Company's name, in addition to complying with the general rules above, you must also:
- 4.5.1 clearly identify who you are, including your name and job title, and include contact details as appropriate as instructed by Marketing;

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- 4.5.2 ensure that all arrangements with any third party in relation to your use of social media (eg online advertising, search engine optimisation or other arrangements) are properly documented, notified and approved by Marketing;
- 4.5.3 ensure that your use of the Company's logos and other branding material is consistent with our *marketing guidelines and is approved by Marketing*;
- 4.5.4 ensure that your communications are professional in tone rather than overly-informal; and
- 4.5.5 link back to Company communications and sites as appropriate to highlight Company products and services.

5 Using work-related social media

- 5.1 The Company recognises the importance of the internet and social media in shaping public thinking about the Company, our services, staff, clients and other business partners. The Company also acknowledges that our staff can have an important role to play in shaping industry/sector conversation and direction through interaction in social media.
- 5.2 Our staff are therefore permitted to interact on approved social media platforms about industry/sector developments. The list of approved platforms is kept by Marketing (see paragraph 4.3 above).
- 5.3 When undertaking permitted work-related social media interaction, in addition to the general rules above, you must:
 - 5.3.1 clearly identify yourself, including your name and job title, and use the following disclaimer: ‘The views expressed are my own and do not necessarily reflect the views of my employer’;
 - 5.3.2 ensure that all communications are of high quality (in terms of content and form) including being grammatically correct, accurate, objectively justifiable, reasonable and appropriate for the intended audience;
 - 5.3.3 not provide references or recommendations for anyone else on social media (whether employment or business recommendations) in any way that suggests any endorsement or recommendation by the Company. If you wish to provide a reference or recommendation, you should seek advice from [*the legal department OR HR manager*] and ensure that any such reference or recommendation can be withdrawn at any time as required by the Company;
 - 5.3.4 if you become aware of adverse criticism of the Company or of content you have created or shared, inform Marketing. Do not respond without the express approval of Marketing;
 - 5.3.5 comply with the terms and conditions and policies of the social media platforms you use;
 - 5.3.6 maintain good information security practices. Use strong passwords and make appropriate use of security and privacy settings on social media platforms, *and follow the Company’s email, internet and communications and information security policies, guidelines and standards*;
 - 5.3.7 not use the Company's trade marks, brands or logos or other identifying material.

6 Personal use of social media sites

- 6.1 You must not use the Company’s computers, networks or systems (including via smartphones or tablets) to access social media platforms for personal use *during working hours*.
- 6.2 You may make reasonable use of social media platforms for personal use *outside working hours using the Company’s computers, networks and/or systems (including via smartphones or tablets)*, provided use is minimal and takes place substantially out of normal working hours (ie during your lunch break or before or after work), it does not interfere with your duties and business and office commitments and is strictly in accordance with this policy.
- 6.3 Any unauthorised use of social media websites is strictly prohibited. Permission to use the Company’s systems to access social media websites for personal use may be withdrawn at any time at the Company’s discretion.

7 Rights to social media accounts

- 7.1 *This paragraph 7 forms part of your Contract with the Company.*
- 7.2 If, in the course of undertaking your duties under your contract of employment with the Company, you create or make use of a social media account (Company Account):
 - 7.2.1 to the extent that the rights to the Company Account do not belong to the social media platform (eg LinkedIn, Twitter), they belong to the Company; and

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- 7.2.2 the rights to any database of client or other details created or maintained in connection with the Company Account belong to the Company and you must not create or maintain any separate database of those contact details.
- 7.3 On termination of your employment for any reason, you must:
 - 7.3.1 provide the Company with the login and password details for that all Company Accounts created by you; and
 - 7.3.2 return to the Company any copies of the database relating to each Company Account and refrain from using any contact details included on that database, except to the extent that those contacts are personal to you or formed part of a database that you created before you joined the Company.

8 Monitoring

- 8.1 The Company's *internet, email, and communications policy*, in particular in relation to the Company's right to monitor, intercept and read communications, applies equally to use of social media platforms.
- 8.2 We will also monitor how the Company uses social media generally and what is said about us and about our competitors.

9 Recruitment

- 9.1 *We may use social media websites to perform due diligence on candidates during the recruitment process. Where we do so, searches will be conducted in accordance with data protection laws and our equality policy.*

10 Breaches of this policy

- 10.1 The Company considers this policy to be extremely important. If an employee is found to be in breach of the policy, they will be disciplined in accordance with the Company's *code of conduct and disciplinary and dismissal procedure*. In certain circumstances, breach of this policy may be considered gross misconduct, which may lead to immediate termination of employment without notice or payment in lieu of notice. As an alternative, the Company may withdraw your access to social media platforms via its systems. If you are a worker, breach of this policy may result in termination of your Contract.
- 10.2 You are also reminded that, in certain circumstances, breach of this policy may also constitute a criminal offence.
- 10.3 You should note in particular that creating or sharing content on a social media platform may amount to misconduct even if it takes place:
 - 10.3.1 on a personal account with appropriate privacy settings;
 - 10.3.2 outside normal working hours; and/or
 - 10.3.3 without using the Company's computers, systems and networks.
- 10.4 If, in the course of using social media, you become aware of any misconduct or wrongdoing by any employee, officer, worker or agent of the Company, you must report it to hr@headofficeaccounts.com.
- 10.5 You may be required to remove content created or shared by you which the Company deems to be in breach of this policy.
- 10.6 Anyone who feel that they have been harassed or bullied because of material posted or uploaded by a colleague onto a social media platform should inform their AM/RC in accordance with the Company's Harassment and Bullying Policy.

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27 Substance misuse

1 Introduction

- 1.1 The Company is committed to maintaining healthy, safe and productive working conditions for anyone working for the organisation. The Company recognises the impact that both alcohol and drugs may have upon an individual's ability to work safely and correctly and, as such, the Company aims to ensure a working environment free from the inappropriate use of substances and where its employees and workers are able to carry out their duties in a safe and efficient manner. The Company recognises that in certain circumstances an alcohol or drug problem can be an illness.
- 1.2 This policy is designed to prevent and treat problems created in the workplace by inappropriate alcohol consumption and drug usage.
- 1.3 Matters concerning alcohol or drug misuse will be kept confidential as far as possible though in certain circumstances it will be necessary to inform an employee's or worker's manager of alcohol/drug issues.
- 1.4 This policy applies to all employees, workers, officers, consultants, contractors of the Company and to other workers within the Company including casual workers and home workers.

2 Policy objectives

- 2.1 To alert everyone to the risks associated with drinking alcohol and using non-medicinal drugs and to promote good practice and a progressive change of behaviour and attitude concerning use.
- 2.2 To encourage and assist anyone who suspects or knows that they have an alcohol or drug problem to seek help at an early stage.
- 2.3 To offer where appropriate a referral to an appropriate agency or department for assessment and, if necessary, specialist help.

3 Policy application

- 3.1 For the purposes of this policy the term 'drug' includes:
 - 3.1.1 substances covered by the Misuse of Drugs Act 1971 (referred to as 'controlled drugs');
 - 3.1.2 prescribed and over the counter drugs;
 - 3.1.3 solvents and any other substances.

4 Standards of behaviour

- 4.1 The standards are as follows:
 - 4.1.1 The consumption of alcohol by anyone working for the Company is inappropriate at any time when working or before work whenever work performance might be adversely affected.
 - 4.1.2 The use of drugs is inappropriate at any time when working or before work whenever work performance might be affected. Anyone who is prescribed by their doctor drugs that may affect their ability to work, drive or operate machinery should immediately discuss the problem with their manager.
 - 4.1.3 Dispensing, distributing, possessing, using, selling or offering to buy controlled drugs at work is prohibited. Any such activity (including reasonable suspicion of it) on the Company's premises will be reported immediately to the police.
 - 4.1.4 Any employee who is found to be in breach of these rules will be liable to dismissal on the grounds of gross misconduct under the Company's *dismissal and disciplinary procedure*. Any worker who is found to be in breach of these rules will be liable to have their Contract terminated.
- 4.2 You may consume alcohol at company functions where such consumption has been authorised by senior management. Such functions will where possible be arranged for times when you do not have to return to work having recently consumed alcohol. This exception to the normal rule does not excuse drinking to excess or so as to create a safety risk. If anyone is driving to and/or from such a function, they must take responsibility for their drinking and ensure they are safe to drive and in particular are not over the acceptable limit for driving.

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5 Disciplinary action

- 5.1 Any contravention of these rules will be dealt with under our disciplinary procedure and may result in dismissal in the case of employees and may result in termination of your Contract with immediate effect in the case of workers.
- 5.2 In the case of employees, the disciplinary procedure may be suspended for a reasonable period of time, pending investigation as to whether you have a medical problem which is amenable to treatment and, if so, for that treatment to be undertaken. Whether the disciplinary procedure is suspended will depend on:
- 5.2.1 the nature of your alleged offence
 - 5.2.2 evidence of a health-related problem
 - 5.2.3 your willingness to be treated and to participate in any required medical assessment
 - 5.2.4 whether or not you are in your probationary period
- If you decline to undergo appropriate treatment or discontinue treatment before it is satisfactorily completed, you will be subject to the normal disciplinary procedure.
- 5.3 If, having undergone a medical examination, it is confirmed that the employee has no underlying drug or alcohol problem, the Company will continue to deal with the issue under its *dismissal and disciplinary procedure*.
- 5.4 If, having undergone a medical examination, it is confirmed that the employee has been positively tested for a controlled drug, or the employee admits to having a drug and/or alcohol problem, the Company reserves the right to suspend the employee from work on full pay to allow the Company to decide whether to deal with the matter under the terms of the *dismissal and disciplinary procedure* or to refer the employee for treatment and rehabilitation.

6 Monitoring this policy

- 6.1 To assist in the effective implementation of this policy, the Company reserves the right to have tests carried out on candidates prior to being engaged to work for the Company and on employees or workers following any incident or act of misconduct, where there is a reasonable *suspicion* on the part of a manager that drugs and/or alcohol may have been a contributory factor.
- 6.2 Where testing takes place the individual will be expected to sign a written consent to be tested. Failure to give consent, or refusal to supply the urine sample, will be considered to be a breach of these rules and may lead to disciplinary action being taken.
- 6.3 The Company reserves the right to search employees or workers, and any personal property held on the Company's premises and employees' or workers' workspaces or their Company car at any time if the person's manager believes that the prohibition on substances is being or has been infringed.
- 6.4 If anyone refuses to comply with the search procedure, such refusal by an employee will normally be treated as amounting to gross misconduct and will entitle the Company to take disciplinary action. Any refusal by a worker may result in your Contract being terminated.

7 Organisational responsibility

- 7.1 The Company will endorse this policy and periodically consider the need for review.
- 7.2 Managers will, in respect of their own unit:
- 7.2.1 promote the policy and ensure its effective implementation;
 - 7.2.2 ensure that managers understand their responsibilities for action and confidentiality to ensure consistency of approach;
 - 7.2.3 be alert to the signs of misuse of alcohol and drugs and deal with individual cases in accordance with this policy.
- 7.3 Everyone is expected to:
- 7.3.1 take personal responsibility for their own alcohol consumption and/or drug use; and
 - 7.3.2 cooperate with management in assisting colleagues who have an alcohol or drug use problem.

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28 Whistleblowing

1 Purpose and scope

- 1.1 All organisations face the risk of things going wrong or of unknowingly harbouring malpractice.
- 1.2 The Company takes malpractice very seriously. We are committed to conducting our business with honesty and integrity and we expect all staff to maintain high standards too. We encourage open communication from all those who work for us and we want everyone to feel secure about raising concerns.
- 1.3 All staff have protection under whistleblowing laws if they raise concerns in the correct way. This policy is designed to give staff that opportunity and protection.
- 1.4 It does not matter if an individual who raises a concern is mistaken about it—staff do not have to prove anything about the allegation they are making but they must reasonably believe that the disclosure is made in the public interest and that the information they have tends to show some malpractice.
- 1.5 This policy applies to all employees, workers, officers, consultants, contractors of the Company and to other workers within the Company including casual workers and home workers.
- 1.6 This policy does not form part of your Contract and the Company may amend it at any time.

2 When to use this policy

- 2.1 There is a difference between whistleblowing and raising a grievance:
 - 2.1.1 whistleblowing is where an individual has a concern about a danger or illegality that has a public interest aspect to it, for example because it threatens customers, third parties or the public generally; but
 - 2.1.2 a grievance is a complaint that generally relates to an individual's own employment position or personal circumstances at work.
- 2.2 This policy does not set out the procedure that applies to general grievances. If an employee has a complaint about their own personal circumstances, then they should use the Company's Grievance Procedure instead. If a worker has a complaint, they should raise it with their AM/RC.
- 2.3 You should refer to the Company's *Anti-Bribery and Corruption Policy* for reporting concerns about such issues instead of the process set out here.
- 2.4 If you wish to raise a concern of suspected malpractice or wrongdoing in relation to a hirer's activities you may need to raise the concern directly with the hirer instead.

3 Malpractice covered by this policy

- 3.1.1 Whistleblowing is the reporting of suspected malpractice, wrongdoing or dangers in relation to the Company's activities.
- 3.1.2 The kinds of malpractice covered by this policy include:
 - (a) that a criminal offence has been committed, is being committed or is likely to be committed excluding those in relation to bribery and corruption, which should be reported using the procedure set out in the Anti-Bribery and Corruption Policy; or
 - (b) that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he or she is subject excluding those in relation to bribery and corruption, which should be reported using the procedure set out in the Anti-Bribery and Corruption Policy; or
 - (c) that a miscarriage of justice has occurred, is occurring or is likely to occur; or
 - (d) that the health or safety of an individual has been, or is being or is likely to be endangered; or
 - (e) that the environment has been, is being or is likely to be damaged; or
 - (f) that any of the above malpractices have been, are being or are likely to be deliberately concealed. This applies whether the malpractice has already occurred, is currently in progress, or is likely to happen in the future.
- 3.1.3 You must reasonably believe that the disclosure is being made in the public interest.
- 3.1.4 It doesn't matter if you are mistaken about your concern but you must have information that tends to show some malpractice or wrongdoing rather than an opinion or a feeling.

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4 Procedure for raising a concern

- 4.1 If an individual is concerned about any form of malpractice covered by this policy, the individual should normally raise the issue with their immediate superior. Agency workers should disclose concerns to the consultant who is responsible for managing their assignment.
- 4.2 If an individual feels they cannot tell their immediate manager or, in the case of an agency worker, the consultant responsible for managing your assignment, for whatever reason, they should raise the issue with the Group HR Director via 07949 040510 and/or hr@headofficeaccounts.com.
- 4.3 If an individual has raised concerns and is still concerned, or the matter is so serious that they feel they cannot discuss it with either of the two persons named above, they should raise the matter with the Chief Executive Officer, Richard Sobol, on 07710 992000.
- 4.4 A concern can be raised by telephone, in person or in writing. It is preferable if it is made in writing. Although the individual is not expected to prove the truth of their concern beyond doubt or provide evidence, the individual will generally need to provide the following information as a minimum:
- 4.4.1 the nature of the concern and why the individual believes it to be true; and
 - 4.4.2 the background and history of the concern (giving relevant dates where possible).
- 4.5 You are not expected to prove the truth of your concern beyond reasonable doubt or provide any evidence; however, you will generally need to provide the following information as a minimum:
- (a) the nature of the concern;
 - (b) why you believe it to be true;
 - (c) the background and history of the concern; and
 - (d) relevant dates where possible.
- 4.6 You can raise any concerns anonymously; however, we encourage you to give your name when reporting your concern wherever possible because it may be more difficult for us to protect your position or give you feedback on the outcome of investigations if you choose to remain anonymous.
- 4.7 You may wish to consider discussing your concern with a colleague before raising it formally under this policy. You can also choose to raise a concern under this policy alone or with a colleague; however, it is in the interests of all parties to maintain confidentiality once you have raised a formal concern.

5 Responding to concerns raised

- 5.1 All disclosures raised will be dealt with appropriately, consistently, fairly and professionally.
- 5.2 The Company will arrange a meeting as soon possible to discuss the concern raised. The Company may ask the individual for further information about the concern raised, either at this meeting or at a later stage.
- 5.3 After the meeting, the Company will decide how to respond. Usually this will involve making internal enquiries first, but it may be necessary to carry out an investigation at a later stage which may be formal or informal depending on the nature of the concern raised. *External investigators may be brought in where necessary.* The Company will endeavour to complete investigations within a reasonable time.
- 5.4 The Company will keep the individual who raised the concern informed of the progress of the investigation carried out and when it is completed, and give an indication of timings for any actions or next steps that the Company will take, but the Company will not be able to inform the individual of any matters which would infringe any duty of confidentiality owed to others.

6 Confidentiality

- 6.1 All concerns raised will be treated in confidence and every effort will be made not to reveal the identity of an individual who raises a concern if that is their wish. If disciplinary or other proceedings follow the investigation, it may not be possible to take action as a result of a disclosure without the help of the individual who raised the concern, so the individual may be asked to come forward as a witness. If they agree to this, they will be offered advice and support.
- 6.2 The Company hopes that all staff will feel able to voice their concerns openly under this policy. Although a concern may be made anonymously, the Company encourages individuals to put their name to their allegation whenever possible. If this is not done, it will be much more difficult for the Company to protect the individual's position or to give feedback on the outcome of investigations.
- 6.3 Concerns that are expressed completely anonymously are much less powerful and are difficult to investigate. The Company will consider them at its discretion, taking into account factors such as the seriousness of the issue raised, the credibility of the concern and the likelihood of confirming the allegation from other sources.

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7 Raising your concern externally (exceptional cases)

- 7.1 The main purpose of this policy is to give all our staff the opportunity and protection they need to raise concerns internally. The Company would expect that in almost all cases raising concerns internally would be the most appropriate course of action.
- 7.2 However, if for whatever reason, an individual feels they cannot raise their concerns internally and they reasonably believe the information and any allegations are substantially true, the law recognises that it may be appropriate for them to raise the matter with another prescribed person, such as a regulator or professional body or an MP. A list of the relevant prescribed people and bodies for this purpose and the areas for which they are responsible is available from Public Concern at Work (see paragraph 10—Further information and contacts, below) and on the GOV.UK website at <https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2>.
- 7.3 The Company strongly encourages any individual to seek appropriate advice before reporting a concern to anyone external.
- 7.4 Public Concern at Work is a leading independent charity whose main objectives are to promote compliance with the law and good practice in the public, private and voluntary sectors. They are a source of further information and advice and operate a confidential helpline. See paragraph 9—Further information and contacts, below.

8 Protection and support for those raising concerns

- 8.1 Any individual raising a genuine concern must not suffer any detriment as a result of doing so. If an individual believes that they have suffered such treatment, they should inform hr@headofficeaccounts.com immediately. If the matter is not dealt with to the individual's satisfaction, the individual should raise it formally using the Company's Grievance Procedure.
- 8.2 No member of staff must threaten or retaliate against an individual who has raised a concern and the Company will not tolerate any such harassment or victimisation. Any person involved in such conduct may be subject to disciplinary action if an employee or having their Contract terminated immediately *if a worker and in some cases will be liable to a claim for compensation brought against them personally*.
- 8.3 However, to ensure the protection of all our staff, those who raise a concern frivolously, maliciously and/or for personal gain and/or make an allegation they do not reasonably believe to be true and/or made in the public interest will also be liable to disciplinary action.

9 Further information and contacts

- 9.1 If you have any queries about the application of this policy, please contact the Company's Group HR Director via email at this address: hr@headofficeaccounts.com.
- 9.2 Public Concern at Work is a source of further information and advice at www.pcaw.co.uk. It also provides a free helpline offering confidential advice on 020 7404 6609.



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