

CLASS ONE DRIVER HIRE LTD.

**E M P L O Y E E
H A N D B O O K**

Class One Driver Hire Ltd.

Employee Handbook

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HOLIDAYS

Annual Holidays

The holiday year runs from the anniversary of the employee's start date.

Effective From the 1 April 2009, full time employees' annual holiday entitlement in any holiday year is 5.6 weeks, which part time employees will receive on a pro rata basis.

Employees with less than 12 months' continuous service with the Company are not entitled to take annual holiday until it has accrued.

Hourly paid employees will be paid at their basic rate of pay and salaried employees will be paid their normal salary in respect of periods of annual holiday. Attendance allowance will not normally be included in the calculation of holiday pay.

On termination of employment, employees will be entitled to be paid for holiday accrued but not taken at the date of termination of employment.

If on termination of employment an employee has taken more annual holiday than he or she has accrued in that holiday year, an appropriate deduction will be made from the employee's final pay.

All periods of annual holiday must be authorised in advance by management. Employees must not make firm annual holiday arrangements before receiving confirmation from management that their request has been authorised.

Employees are required to submit holiday requests to the owner as early as possible, normally giving a minimum of two weeks' notice.

Employees who take unauthorised annual holiday may be subject to disciplinary action.

Requests for annual holiday will normally be granted on a first come, first served basis. Owing to the needs of the business, management reserves the right to limit the number of employees who may be permitted to take holiday at any one time. The granting of all holiday requests will be subject to adequate cover being available and the overall needs of the Company.

Employees who are ill during a period of authorised annual holiday are not normally permitted to take the annual holiday at a later time.

Employees who are absent from work because of sickness immediately prior to a period of authorised annual holiday and whose incapacity extends into the authorised annual holiday period may be permitted to delay the period of annual holiday until a later time upon submission of a medical certificate completed by a medical practitioner. Employees taking advantage of this facility are required to submit a further annual holiday request in respect of the new period of annual holiday.

The Company may require an employee to take all or part of any outstanding holiday entitlement during a period of notice to terminate employment.

Public Holidays

Full time employees are entitled to eight public holidays each year, and will be advised of the relevant dates as early as possible. The public holidays that are recognised are New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, August Bank Holiday,, Christmas Day and Boxing Day.

Part time employees are entitled to public holidays pro rata. Where the Company closes on a public holiday and the employee has exhausted his or her pro rata public holiday entitlement, the employee will not be paid for this day. If the employee wishes to be paid for this day, he or she should take this time from his or her annual holiday entitlement, or arrange to work on an alternative day, at the sole discretion of the Company in accordance with the needs of the business.

Public holidays form part of annual holiday entitlement.

Employees may be required to work during recognised public holidays, depending on the needs of the business. Employees will be given as much notice as possible of such a requirement.

Employees who are required to work on a recognised public holiday will be entitled to receive their normal Sunday hourly rate of pay for the hours worked. A special rate will be agreed for Christmas Day.

CLASS ONE DRIVER HIRE

HOLIDAY REQUEST FORM

TO:

FROM:

DATE:

I would like to take the following days as annual holiday:

| Start Date | Start Day | Return Date | Return Day | No. Of Days of Holiday |
|------------|-----------|-------------|------------|------------------------|
| | | | | |

Number of days of holiday remaining before the above request: 0 0 0 0 0 0 .

Number of days of holiday remaining after the above request: 0 0 0 0 0 0 0 .

Signed by Employee: 0 .

PRINTED: 0 ...

Date: 0

Approved? **YES / NO**

Reason for not approving request: 0 ...

0 ..

Signed by Manager: 0 0 0 .0 0 0 0 0 0 0 .0 0 0 ...0 0 0 0 0 .0 0 0 0 0 ..

PRINTED: 0 ...

Date: 0 0 0 0 0 0 ..0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 .0 0 0 0 .

SICK PAY ENTITLEMENT

Statutory Sick Pay

Employees who are absent from work because of sickness will normally be entitled to receive Statutory Sick Pay (SSP) from the Company providing they meet the relevant criteria.

Once the criteria have been met, SSP is not normally payable for the first three days of sickness absence, unless the employee has been absent and in receipt of SSP within the previous eight weeks. Thereafter the Company will normally pay SSP at the statutory rate in force for a maximum of 28 weeks.

In order to qualify for SSP the employee must notify the Company on the first qualifying day, and submit a certificate of absence as soon as practicable. The Company reserves the right to withhold payment of SSP where an employee fails to follow the correct procedure.

Certain employees are excluded from the SSP scheme, e.g., employees who earn below the lower earnings limit for National Insurance purposes.

The provisions relating to SSP are extremely complex. Employees who have any questions about it should approach their line manager or a Director.

MATERNITY LEAVE AND MATERNITY PAY

Pregnant employees and employees who have recently given birth have a variety of legal rights. This area of law is very complex, and the following sections provide only a general guide for employees.

Employees have separate rights to paid **Time off for Antenatal Care**, **Maternity Leave** and to **Maternity Pay**. The qualifying conditions for each are outlined below.

Time off for Antenatal Care

All pregnant employees, regardless of length of service, are entitled to take time off with full pay during working hours to receive antenatal care. This includes relaxation and parentcraft classes if attended on medical advice.

The employer may require an employee who wishes to take time off for these purposes to provide medical certification of her pregnancy and an appointment card, except in connection with the first appointment.

Maternity Leave

Every employee who is pregnant has the right to a total of 52 weeksqMaternity Leave from day one of employment.

This is made up as follows:

- 26 weeksqOrdinary Maternity Leave; followed by
- 26 weeksqAdditional Maternity Leave.

Women are legally obliged to take a minimum of two weeksqmaternity leave after giving birth. This is called Compulsory Maternity Leave.

Ordinary Maternity Leave

During Ordinary Maternity Leave, the employee is entitled to receive all her normal contractual benefits (including annual holiday entitlement), but excluding pay.

An employee is entitled to return to her original job at the end of the Ordinary Maternity Leave period.

Additional Maternity Leave

Additional Maternity Leave follows immediately after the end of Ordinary Maternity Leave. There can be no gap between the two.

The employee's contract of employment continues throughout Additional Maternity Leave. However, the only terms and conditions that apply are those relating to the duty of mutual trust and confidence and good faith; confidentiality; notice; Disciplinary and Grievance Procedures and any restrictive covenants. The employee accrues only statutory minimum annual holiday entitlement during Additional Maternity Leave.

The employee is entitled to return to her original job at the end of Additional Maternity Leave. However, if this is not reasonably practicable, she should be offered a similar job on no less favourable terms and conditions.

Notification Procedures for Maternity Leave

To be permitted to take Maternity Leave the employee must comply with the rules and procedures set out below.

1. No later than the end of the 15th week before the week the child is due, the employee must give her employer notice of:
 - the fact that she is pregnant;
 - her expected week of childbirth, which must be confirmed with the medical certificate MATB1; and
 - the date on which she intends to start her Maternity Leave. This must be in writing if requested by the employer.

Within 28 calendar days of the employee giving notice, the employer will respond in writing to the employee, confirming the date when the Maternity Leave will end. This will normally be 52 weeks from the start of Maternity Leave.

2. The earliest the employee may start her Maternity Leave is 11 weeks before the expected week of childbirth. However, Maternity Leave will start automatically if the employee gives birth before this date.
3. The employee may change her mind about when she wants to start her leave, as long as she gives the employer at least 28 calendar days notice of the change. The period of 28 days must be before the earlier of the original planned start date or the new planned start date.
4. An employee's Maternity Leave will automatically start if she is absent from work for a pregnancy related illness during the four weeks before the expected week of childbirth.

Notification of return to work

1. The employee does not need to give notice of her return to work if she simply returns at the end of her Maternity Leave period.
2. If the employee wishes to return to work before her full entitlement to Maternity Leave has ended, she must give her employer a minimum of eight weeks notice of the date of her earlier return.
3. If the employee fails to give the required eight weeks notice of an earlier return to work, the employer may postpone the employee's return until the end of the eight weeks notice she should have given, or until the end of her Maternity Leave period, whichever is earlier.
4. The employee may change her mind about the date of her return, but she must always give the employer at least eight weeks notice of any changes.
5. An employee does not lose the right to return to work if she does not follow the correct notification requirements. However, the employer may take appropriate disciplinary action if she fails to return to work at the end of her Maternity Leave period.
6. If the employee is unable to return to work because of ill health at the end of her leave, the employer's normal sickness rules, procedures and payments will apply.

Holidays and Maternity Leave

Because holiday entitlement will continue to accrue during Maternity Leave, the employee should discuss with the employer when holiday will be taken. Holiday can not be taken simultaneously with Maternity Leave, but could be taken either before the beginning or after the end of Maternity Leave.

Contact with the Employee during Maternity Leave

The Employer may make reasonable contact with the employee during Maternity Leave.

Statutory Maternity Pay

All employees who have been continuously employed for at least 26 weeks ending with the 15th week before the expected week of childbirth (the 'Qualifying Week'), and who satisfy the following conditions, are entitled to receive Statutory Maternity Pay (SMP) from their employer. The employee must:

- still be pregnant at the 11th week before her expected week of childbirth or have had the child by that time;
- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes over the eight week period up to and including the Qualifying Week;
- give the employer notice that she intends to be absent from work because of her pregnancy at least 15 weeks before the expected week of childbirth; and
- provide the employer with medical certification of her expected week of childbirth, normally using form MAT B1.

Statutory Maternity Pay is payable for up to 39 weeks. The first six weeks are payable at the higher rate which is 90% of the employee's normal earnings.

Normal earnings are calculated based on the eight week period before the Qualifying Week. However, any pay rises made by the employer up to the end of the employee's Maternity Leave must be taken into account and SMP adjusted accordingly.

The remaining 33 weeks are payable at a standard rate which changes from time to time. Where the employee's earnings are below the standard rate, the employee should be paid at 90% of her average earnings of the previous eight weeks up to and including the Qualifying Week.

Employees who do not qualify for Statutory Maternity Pay may be able to claim Maternity Allowance from their local Job Centre Plus office.

Pension Contributions during Maternity Leave

Where the employee has the benefit of contractual pension contributions made by the employer, these must continue to be paid at the full rate up to the end of the period when SMP is payable.

Where the employee is required to make pension contributions, these will be based on the pay she receives during Maternity Leave.

Keeping in Touch Days

Employees on Maternity Leave may do up to 10 days work for the employer without losing their right to SMP.

Work will be paid at the employee's normal rate of pay, but any SMP will be taken into account.

Neither the employee nor the employer is under any obligation to agree to Keeping in Touch days.

PATERNITY LEAVE AND PATERNITY PAY

Eligible employees (see below) are entitled to take up to two weeks of paid Paternity Leave following the birth of their child in order to care for the child or support its mother. During Paternity Leave, most employees will be entitled to Statutory Paternity Pay (SPP), which will be the same as the standard rate of Statutory Maternity Pay (SMP).

Eligibility for Paternity Leave and Paternity Pay

In order to qualify for Paternity Leave and Statutory Paternity Pay the employee must:

- be the biological father of the child or the mother's husband or partner (male or female);
- have or expect to have responsibility for the child's upbringing;
- have worked continuously for the employer for 26 weeks leading into the 15th week before the child is due; and
- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes over the eight week period leading up to and including the Notification Week.

Employers may ask an employee to provide a self certificate as evidence that he or she meets these conditions. The self certificate must provide the information required above and include a declaration that the employee meets the necessary conditions.

Taking Paternity Leave

An employee is permitted to take Paternity Leave in units of either one whole week or two consecutive whole weeks. Leave may start on any day of the week on or following the child's birth but must be completed:

- within 56 calendar days of the actual date of birth of the child; or
- if the child is born early, within the period from the actual date of birth up to 56 calendar days after the expected week of birth.

An employee may change his or her mind about the starting date for Paternity Leave, providing he or she tells the employer at least 28 calendar days in advance of the changed start date where reasonably practicable.

Notification Procedures for Paternity Leave

An employee who wishes to take Paternity Leave must notify the employer by the 15th week before the expected week of childbirth, stating:

- the week the child is due;
- whether the employee wishes to take one week or two weeks leave; and
- when the employee wants the leave to start.

Contractual Benefits during Paternity Leave

An employee on Paternity Leave is entitled to enjoy normal terms and conditions of employment, with the exception of pay. The employee is entitled to return to the same job following Paternity Leave.

Paternity Leave and Adoption

The partner of an individual who adopts, or the other member of a couple who is adopting jointly, may be entitled to Paternity Leave and Paternity Pay.

When a couple adopts, it can choose who will take Adoption Leave and who will take Paternity Leave. Only one period of Adoption Leave and one period of Paternity Leave may be taken between the couple even if each individual works for different employers.

Further details of this entitlement are set out in the section on Adoption Leave and Adoption Pay.

ADOPTION LEAVE AND ADOPTION PAY

Different types of leave available to couples who adopt

Employees who adopt a child may be entitled to **Adoption Leave** and Statutory Adoption Pay. This right applies to both men and women.

The partner of an individual who adopts, or the other member of a couple adopting jointly, may be entitled to **Paternity Leave** and Paternity Pay.

When a couple adopts, it can choose who will take Adoption Leave and who will take Paternity Leave. Either sex can choose either type of leave.

Details of Paternity Leave for an adoptive parent can be found at the end of this section.

Adoption Leave

Employees who meet the eligibility criteria are entitled to 26 weeks Ordinary Adoption Leave and 26 weeks Additional Adoption Leave, in order to care for a newly adopted child up to 18 years of age.

To qualify for Adoption Leave, an employee must:

- be newly matched with a child for adoption by an approved adoption agency;
- Have notified the agency that the employee agrees that the child should be placed with him or her and agreed the date of placement;
- have worked continuously for the same employer for 26 weeks ending with the week in which the employee is notified of being newly matched with a child by the agency; and
- notify the employer of when he or she wants to take Adoption Leave no more than seven calendar days after being notified that he or she has been matched with a child.

Only one period of Adoption Leave will be available irrespective of whether more than one child is placed for adoption as part of the same arrangement.

Ordinary Adoption Leave

During Ordinary Adoption Leave, the employee is entitled to receive all his or her normal contractual benefits (including annual holiday entitlement), but excluding pay.

An employee is entitled to return to his or her original job at the end of the Ordinary Adoption Leave period.

Additional Adoption Leave

Additional Adoption Leave follows immediately after the end of Ordinary Adoption Leave. There can be no gap between the two.

The employee's contract of employment continues throughout Additional Adoption Leave. However, the only terms and conditions that apply are those relating to the duty of mutual trust and confidence and good faith; confidentiality; notice; Disciplinary and Grievance Procedures and any restrictive covenants. The employee accrues only statutory minimum annual holiday entitlement during Additional Adoption Leave.

The employee is entitled to return to his or her original job at the end of Additional Adoption Leave. However, if this is not reasonably practicable, he or she should be offered a similar job on no less favourable terms and conditions.

Notification Procedures for Adoption Leave

To be permitted to take Adoption Leave the employee must comply with the rules and procedures set out below.

1. Within seven calendar days of being matched for a child, the employee must give his or her employer notice of:
 - the date the placement is expected to take place; and
 - the date on which the employee intends to start Adoption Leave. This must be in writing if requested by the employer.

The employee should also give the employer the matching certificate from the adoption agency as evidence of entitlement to Adoption Leave.

Within 28 calendar days of the employee giving notice, the employer will respond in writing to the employee, confirming the date when the Adoption Leave will end. This will normally be 52 weeks from the start of the Adoption Leave.

2. An employee who is adopting may choose to start Adoption Leave:
 - from the date of the child's placement; or
 - from a fixed date which can be up to 14 calendar days before the expected date of the placement.
3. The employee may change his or her mind about the start date of Adoption Leave, as long as he or she gives the employer at least 28 calendar days' notice of the change. The period of 28 days must be before the earlier of the original planned start date or the new planned start date.

Notification of Return to Work

1. The employee does not need to give notice of a return to work if he or she simply returns at the end of the Adoption Leave period.
2. If the employee wishes to return to work before the full entitlement to Adoption Leave has ended, the employee must give his or her employer a minimum of eight weeks' notice of the date of the earlier return.
3. If the employee fails to give the required eight weeks' notice of an earlier return to work, the employer may postpone the return until the end of the eight weeks' notice the employee should have given, or until the end of the Adoption Leave period, whichever is earlier.
4. The employee may change his or her mind about the date of his or her return, but he or she must always give the employer at least eight weeks' notice of any changes.
5. An employee does not lose the right to return to work if he or she does not follow the correct notification requirements. However, the employer may take appropriate disciplinary action if the employee fails to return to work at the end of his or her adoption leave period.

Holidays and Adoption Leave

Because holiday entitlement will continue to accrue during Adoption Leave, the employee should discuss with the employer when holiday will be taken. Holiday can not be taken simultaneously with Adoption Leave, but could be taken either before the beginning or after the end of Adoption Leave.

Contact with the Employee during Adoption Leave

The Employer may make reasonable contact with the employee during Adoption Leave.

Statutory Adoption Pay

To qualify for Statutory Adoption Pay, the employee must:

- have been continuously employed for at least 26 weeks by the date he or she is informed by the adoption agency that the adopter has been matched with a child;
- have average weekly earnings equal to or above the lower earnings limit for National Insurance purposes over the eight week period leading up to the date the adopter is matched with a child;
- give the employer the required minimum notice that he or she intends to be absent from work because of adoption;
- provide the employer with a matching certificate from the adoption agency as evidence of entitlement to Statutory Adoption Pay; and
- provide a written declaration that the employee has chosen to receive Statutory Adoption Pay (SAP) rather than Statutory Paternity Pay (SPP).

Statutory Adoption Pay is payable for up to 39 weeks at a standard rate which changes from time to time. Where the employee's earnings are below the standard rate, the employee should be paid at 90% of his or her average earnings of the previous eight weeks up to and including the date the child is matched.

Employees who do not qualify for Statutory Adoption Pay may be able to claim financial support from their local Job Centre Plus office.

Pension Contributions during Adoption Leave

Where the employee has the benefit of contractual pension contributions made by the employer, these must continue to be paid at the full rate up to the end of the period when SAP is payable.

Where the employee is required to make pension contributions, these will be based on the pay he or she receives during adoption leave.

Keeping in Touch Days

Employees on Adoption Leave may do up to 10 days work for the employer without losing their right to SAP.

Work will be paid at the employee's normal rate of pay, but any SAP will be taken into account.

Neither the employee nor the employer is under any obligation to agree to Keeping in Touch days.

Placement Ends

If the child's placement ends during the Adoption Leave period, the employee will be able to continue adoption leave for up to eight weeks after the end of the placement.

Paternity Leave and Adoption

A qualifying employee may take either one whole week or two consecutive whole weeks paid Paternity Leave to care for a newly adopted child or to support his or her partner on adoption.

To qualify for Paternity Leave, the employee must have worked continuously for the employer for at least 26 weeks leading into the week in which the adopter is notified of being matched with a child.

The employee may decide to start Paternity Leave either from the date of the child's placement, from a chosen number of days or weeks after the date of the child's placement or from another chosen date.

In all cases Paternity Leave must be completed within 56 calendar days of the child's placement.

PARENTAL LEAVE

After one year's service, employees are entitled to a maximum of 13 weeks' unpaid Parental Leave for each of their children under five years old.

Parents of disabled children are entitled to a total of 18 weeks' parental leave, which can be taken at any point until the child's 18th birthday. Where an employee adopts a child under the age of 18, he or she is entitled to Parental Leave during the five years after the adoption, or until the child's 18th birthday, whichever is earlier.

A maximum of four weeks' Parental Leave may be taken in any one year.

Parental Leave may only be taken in blocks of one complete week or more except in the case of parents of children with a disability who may take Parental Leave one day at a time.

An employee is required to give the employer a minimum of 21 calendar days' notice in writing of his or her request to take Parental Leave.

Employers have the right to postpone Parental Leave for up to six months if the business would be unacceptably disrupted by the employee's absence. However, Parental Leave requested to take place immediately after the birth of a child may not be postponed provided that the employee has given 13 weeks' notice of his or her intention to take Parental Leave at this time.

TIME OFF FOR DEPENDANTS

Employees are entitled to take reasonable unpaid time off to deal with sudden or unexpected problems with a dependant. A dependant is a partner, child or parent who lives with the employee as part of his or her family or any other person who reasonably relies on the employee for assistance.

Reasonable time off will be granted in the following circumstances:

- for the birth, sickness, injury or death of a dependant;
- to make arrangements for the care of a sick or injured dependant or to make arrangements to deal with an unexpected disruption to care arrangements; or
- to deal with an unexpected incident involving the employee's child during school hours.

The right is only to deal with emergencies and to put care arrangements in place. This means that in the case of a dependant's illness, for example, the employee is not entitled to time off for the duration of the dependant's illness.

Employees are required to inform the employer as soon as practicable of their absence, the reason for it and how long they expect to be away from work.

There is no minimum service period for an employee to qualify for this right.

DISCIPLINARY PROCEDURE AND ACTION

The primary objective of the Company's Disciplinary Procedure is to ensure that all disciplinary matters are dealt with fairly and consistently and, where there has been a breach of discipline, to encourage an improvement in individual conduct or performance.

The Company reserves the right to discipline or dismiss an employee with less than 12 months' continuous service without following the Disciplinary Procedure.

For employees with 12 months' continuous service or longer, the Company will follow the Disciplinary Procedure set out below.

Disciplinary Procedure

In all but a few straightforward cases the Company will first investigate all allegations of potential disciplinary offences to establish the facts before deciding whether to invoke the Disciplinary Procedure.

It may be necessary for the Company to suspend the employee whilst an investigation is taking place. Any suspension will be kept to a minimum and will be on full pay. Suspension does not in itself constitute disciplinary action.

Where the Company decides to invoke the Disciplinary Procedure, it will write to the employee, setting out the basis and grounds for potential disciplinary action and inviting the employee to a disciplinary meeting. The Company will give the employee reasonable notice of the requirement to attend the meeting to allow the employee to prepare his or her case.

Employees are entitled to be accompanied by a fellow employee or by a trade union official at the disciplinary meeting, and the Company encourages them to make use of this entitlement.

The Company will give the employee the opportunity to state his or her case at the disciplinary meeting before it decides whether or not to take any disciplinary action.

Following the disciplinary meeting, the Company may take disciplinary action against the employee. In any event, the employee will be informed of the outcome of the meeting as soon as possible.

Employees have the right to appeal against any disciplinary action taken against them, or in the event of their dismissal, in accordance with the Disciplinary and Dismissal Appeals Procedure.

Disciplinary Action

The severity of the disciplinary action, if any, will be determined by the severity of the offence. For relatively minor first offences the Company will normally impose a Verbal Warning. If the employee persists with the offence in question, the Company may, having followed the Disciplinary Procedure in each instance, apply a Written Warning followed by Final Written Warning and eventually dismiss the employee.

For more severe first offences the Company may apply a Written Warning or Final Written Warning if appropriate. In cases of gross misconduct the Company will normally dismiss the employee summarily, i.e., without notice.

Verbal Warning: The Company will advise the employee that his or her standard of conduct or performance has been unacceptable and that a failure to improve may result in further disciplinary action. The required standard will be outlined. The warning will be given verbally and subsequently confirmed in writing.

Written Warning: Normally applied following further unsatisfactory performance or misconduct, but may be applied after a more serious first offence. The employee will be advised in writing that a failure to improve the standard of conduct or performance may result in further disciplinary action.

Final Written Warning: Normally applied after a written warning has been given and performance or conduct has not improved but may be applied after a more serious first or second offence. The employee will be advised in writing that a failure to improve the standard of conduct or performance may result in dismissal.

Dismissal: The employee is dismissed either with or without notice. Dismissal without notice is referred to as ~~%summary dismissal+~~ and is normally restricted to cases of gross misconduct.

THE RIGHT TO BE ACCOMPANIED

Formal Meetings

Employees are entitled to be accompanied by a work colleague or trade union official at any formal disciplinary, grievance or appeal meeting.

An employee under the age of 18 may choose to be accompanied by a parent or legal guardian.

An employee who wishes to take advantage of this right must notify the Company of the name and position of his or her chosen companion. The Company may refuse to allow the companion to attend the meeting if the Company considers there may be a conflict of interest. If so, the Company must allow the employee to choose a different companion.

The meeting may be delayed for up to five working days if the companion is not available to attend.

The companion is permitted to address the meeting, ask questions and confer with the employee, but is not entitled to answer questions directly on the employee's behalf.

Informal Investigations

The Company may, at its discretion, allow an employee to bring a companion to informal investigations or investigatory meetings. The companion may not play an active part in the investigation or meeting.

The Company may refuse permission for the companion to attend the informal investigation or investigatory meeting if the Company considers there may be a conflict of interest.

CODE OF CONDUCT

The Company's Code of Conduct is set out below. It covers the main standards of behaviour the Company requires from employees. The Code includes the Company Rules, which employees need to follow, and examples of misconduct which the Company normally regards as gross misconduct. A breach of the Company Rules may result in disciplinary action. A single instance of gross misconduct may result in dismissal without notice.

The Company Rules and the examples of gross misconduct are not exhaustive. All employees 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.

Company Rules

Attendance and Timekeeping

Employees are required to comply with the rules relating to notification of absence set out in the Company's Absence Procedure.

Employees are required to arrive at work promptly, ready to start work at their contracted starting times. Employees are required to remain at work until their contracted finishing times.

Employees must obtain management authorisation if for any reason they wish to arrive later or leave earlier than their agreed normal start and finish times.

The Company reserves the right not to pay employees in respect of working time lost because of poor timekeeping.

Persistent poor timekeeping may result in disciplinary action.

Standards and Conduct

Employees are required to maintain satisfactory standards of performance at work.

Employees are required to comply with all reasonable management instructions.

Employees are required to co-operate fully with their colleagues and with management, and to ensure the maintenance of acceptable standards of politeness.

Employees are required to take all necessary steps to safeguard the Company's public image and preserve positive relationships with its customers, clients or members of the public.

Employees are required to ensure that they behave in a way that does not constitute unlawful discrimination.

Employees are required to comply with the Company's operating policies and procedures.

Personal mobile telephones must be switched off at all times during normal working hours.

Any queries received from the media must be referred immediately to management. Employees must not attempt to deal with queries themselves.

Flexibility

Employees may be required to work additional hours at short notice, in accordance with the needs of the business.

Employees may be required from time to time to undertake duties outside their normal job remit.

Employees may be required from time to time to work at locations other than their normal place of work.

Confidentiality

Employees are required to keep confidential, both during their employment and at any time after its termination, all information gained in the course of their employment about the Company's business and that of the Company's clients or customers, except as required by law or in the proper course of their duties.

Outside activities and other employment

Employees are not permitted to engage in any activity outside their employment with the Company which could reasonably be interpreted as competing with the Company.

Employees are required to seek permission from management before taking on any other employment while employed by the Company.

Work Clothing

Where work clothing or uniforms are provided by the Company or required on site, they must be worn at all times during working hours. Employees are responsible for ensuring that all items of work clothing or uniform are kept clean and maintained in reasonable condition at all times and returned to the Company on termination of their employment.

Health and Safety

Employees are required to gain an understanding of the Company's health and safety procedures, observe them, and ensure that safety equipment and clothing are always used.

Employees must report all accidents, however small, as soon as possible, making an entry in the Company's Accident Book.

On Site Rules

Employees working on customer or client sites are required to follow any site-specific rules and wear any protective masks, safety shoes and other clothing required on site at all times during their working hours.

Property and Equipment

Except for use on authorised Company or client business, employees are not permitted to make use of the Company's or its clients' telephone, fax, postal or other services.

Employees must not remove Company or site property or equipment from Company or site premises unless for use on authorised Company business or with the permission of management.

Where an employee damages property belonging to the Company either through misuse or carelessness, the Company reserves the right to make a deduction from the employee's pay in respect of the damaged property.

On termination of their employment employees must return all Company property, such as keys, laptops, mobile telephones, Company vehicles, documents or any other items belonging to the Company. This list is not exhaustive.

Personal Searches and Personal Property

The Company may reasonably request to search employees' clothing, personal baggage or vehicles. An authorised member of management in the presence of an independent witness must conduct any such search. Should an employee refuse such a request, the Company will require the appropriate authorities to conduct the search on behalf of the Company. An employee's failure to co-operate with the Company in this respect may be treated as gross misconduct.

Employees are solely responsible for the safety of their personal possessions on Company premises and should ensure that their personal possessions are kept in a safe place at all times.

Should an employee find an item of personal property on the premises he or she is required to inform management immediately.

Expenses

The Company will normally reimburse employees in respect of any expenses wholly, necessarily and proportionately incurred in the course of their work against the relevant receipts. The Company reserves the right to refuse to pay an expense claim where the expenditure is unreasonable, disproportionate or unnecessary.

Environment

In order to provide a cost-effective service, employees are requested to use the Company's equipment, materials and services wisely. Employees should try to reduce wastage and the subsequent impact on the environment by ensuring that they close windows, avoid using unnecessary lighting or heating or leaving taps running, switch off equipment when it is not in use and handle all materials with care.

Smoking

In order to provide a working environment which is pleasant and healthy, smoking is not permitted anywhere on Company premises or third party premises or in Company vehicles. Further information is set out in the Company's Smoking Policy.

Changes in Personal Details

Employees must notify the Company of any change in personal details, including change of name, address, telephone number or next of kin. This will help the Company to maintain accurate personal details in compliance with the Data Protection Act 1998, and ensure it is able to contact the employee or another designated person in case of an emergency.

Third Parties

An employee's employment with the Company may in some circumstances be conditional on the approval of third parties at whose premises he or she either works at or visits. If the third party withdraws permission for that employee to be on its site, the Company will consider all alternative arrangements which can be made in order to maintain the employee's continued employment by the Company. If, however, in the sole opinion of the Company, no alternative arrangements can be made, the Company reserves the right to terminate the employee's employment.

Gross Misconduct

Set out below are examples of behaviour which the Company treats as gross misconduct. Such behaviour may result in dismissal without notice. This list is not exhaustive.

- theft, dishonesty or fraud
- deliberate recording of incorrect working hours
- smoking in Company vehicles or in contravention of customer or site rules
- sleeping during working hours
- assault, acts of violence or aggression
- unacceptable use of obscene or abusive language
- possession or use of or being under the influence of non-medicinal drugs or alcohol on Company premises or during working hours
- wilful damage to Company, employee or customer property
- serious insubordination
- serious or gross negligence
- bringing the Company into disrepute
- falsification of records or other Company documents, including those relating to obtaining employment
- unlawful discrimination, including acts of indecency or harassment (please refer to the Equal Opportunities Policy set out in this Handbook).
- refusal to carry out reasonable management instructions
- gambling, bribery or corruption
- serious breach of health and safety policies and procedures
- breach of confidentiality, including the unauthorised disclosure of Company business to the media or any other party
- unauthorised accessing or use of computer data
- unauthorised copying of computer software

DISCIPLINARY AND DISMISSAL APPEALS

Employees who have completed at least 12 months service have the right to appeal against any disciplinary action taken against them or in the event of their dismissal.

All appeals must be made in writing no later than the end of the third working day after the employee has been notified in writing of the disciplinary decision or dismissal. The first of these three working days is the day on which the employee received written confirmation of the Company's decision.

The employee should submit the written appeal to the Proprietor.

The Company will arrange and hold an appeal meeting as quickly as possible. The employee will be entitled to attend the appeal meeting and will be given an opportunity to state his or her case. The employee must take all reasonable steps to attend this meeting.

The Company will inform the employee in writing of its decision in response to the employee's appeal within three working days of the meeting.

The decision at this stage will be final.

All meetings provided for in this Procedure will be arranged as quickly as possible. The purpose of this Procedure is to resolve at the earliest opportunity any issues raised. While the Company will make every effort to settle issues within the time limits indicated, this may not be possible on occasions. In these circumstances an extension of time may be arranged.

At all stages of the Procedure an employee is entitled to be accompanied by a fellow employee or a trade union official.

GRIEVANCE PROCEDURE

Informal Grievances

If an employee has a grievance relating to any aspect of his or her employment the Company encourages the employee to try to settle the grievance informally by raising it with his or her line manager. If the employee does not wish to raise the matter informally or if a grievance raised informally has not been resolved, the employee may wish to take the matter further by raising a formal grievance.

Formal Grievance Procedure

The employee must set out the grievance and the basis for it in writing and submit it to the client company, who will invite the employee to a meeting to discuss the grievance. The employee must take all reasonable steps to attend this meeting.

The Company will inform the employee in writing of its decision in response to the grievance within three working days of the meeting. The employee will have the right to appeal this decision.

Grievance Appeal Procedure

All appeals must be made in writing no later than the end of the third working day after the Company's decision was notified in writing to the employee. The first of these three working days is the day on which the employee received written confirmation of the Company's decision.

The employee should submit the written appeal to the proprietor.

The Company will arrange and hold an appeal meeting as quickly as possible. The employee will be entitled to attend the appeal meeting and will be given an opportunity to state his or her case. The employee must take all reasonable steps to attend this meeting.

The Company will inform the employee in writing of its decision in response to the employee's appeal within three working days of the meeting. The decision at this stage will be final.

All meetings provided for in this Procedure will be arranged as quickly as possible. The purpose of this Procedure is to resolve at the earliest opportunity any issues raised. While the Company will make every effort to settle issues within the time limits indicated, this may not be possible on occasions. In these circumstances an extension of time may be arranged.

At all stages of the Procedure an employee is entitled to be accompanied by a fellow employee or a trade union official.

Post Termination Grievances

Should an employee wish to raise a grievance after his or her employment has ended, he or she should submit the grievance in writing to the Proprietor.

OPERATIONAL POLICIES AND PROCEDURES

- **Equal Opportunities Policy**
- **Absence Procedure and Rules**
- **Vehicles and Driving**
- **Expenses**
- **Alcohol and Drugs**
- **Computers, E-mail and the Internet**
- **Data Protection Policy**
- **Monitoring Policy**
- **Smoking Policy – England and Wales**
- **Training**
- **Sample Training Cost Agreement**
- **Redundancy, Short Time Working and Lay Off**
- **Retirement Policy**

EQUAL OPPORTUNITIES POLICY

The Company is committed to providing a working environment in which employees are able to realise their full potential and to contribute to its business success irrespective of their gender, race, disability, sexual orientation, marital status, part time status, age, religion or belief. This is a key employment value to which all employees are expected to give their support.

In order to create conditions in which this goal can be realised, the Company is committed to identifying and eliminating unlawful discriminatory practices, procedures and attitudes throughout the Company. The Company expects employees to support this commitment and to assist in its realisation in all possible ways.

Specifically, the Company aims to ensure that no employee or candidate is subject to unlawful discrimination, either directly or indirectly, on the grounds of gender, race (including colour, nationality or ethnic origin), disability, sexual orientation, marital status, part time status, age, religion or belief. This commitment applies to all aspects of employment, including:

- recruitment and selection, including advertisements, job descriptions, interview and selection procedures;
- training;
- promotion and career development opportunities;
- terms and conditions of employment, and access to employment related benefits and facilities;
- grievance handling and the application of disciplinary procedures; and
- selection for redundancy.

Equal opportunities practice is developing constantly as social attitudes and legislation change. The Company will keep its policies under review and will implement changes where these could improve equality of opportunity. This commitment applies to all the Company's employment policies and procedures, not just those specifically connected with equal opportunities.

Harassment

Harassment is physical, verbal or non verbal behaviour which is unwanted and personally offensive to the recipient, and which causes the recipient to feel threatened, humiliated, intimidated, patronised, denigrated, bullied, distressed or harassed.

The way in which Complaints of Unlawful Discrimination and Harassment will be handled

Discrimination and harassment are often complex matters, and there is no single way of dealing with every suspected or alleged instance. In some cases employees may be able to deal satisfactorily with an issue by raising it with their immediate manager.

If an employee wishes to make a formal complaint he or she should use the Company's Grievance Procedure which is set out in the Employee Handbook.

The Company will treat seriously all allegations of unlawful discrimination or harassment.

If an Employee is Accused of Unlawful Discrimination or Harassment

If an employee is accused of unlawful discrimination or harassment, the Company will investigate the matter fully.

In the course of the investigation the employee will be given the opportunity to respond to the allegation and provide an explanation of his or her actions.

If the Company concludes that no unlawful discrimination or harassment has occurred, this will be the end of the matter.

If the Company concludes that the claim is false or malicious the complainant may be subject to disciplinary action.

If on the other hand the Company concludes that the employee's actions amount to unlawful discrimination or harassment he or she may be subject to disciplinary action, up to and including summary dismissal for gross misconduct.

Monitoring

The Company will not tolerate unlawful discrimination or harassment of any kind in the working environment and will take positive action to prevent its occurrence.

In this connection the Company will monitor its policies and will implement changes in order to improve them as social attitudes and legislation change. This commitment applies to all the Company's employment policies and procedures, not just those specifically concerned with equal opportunities.

ABSENCE PROCEDURE AND RULES

General

Employees must ensure that any time off (other than in the case of sickness) is authorised in advance by their line manager. Employees should complete an Absence Form on their first day back at work.

Medical and Dental Appointments

Employees are requested to arrange any medical or dental appointments outside working hours. Where this is not possible, employees must obtain permission from management before taking any time off and appointments should be arranged for first thing in the morning or last thing at night to minimise any disruptions to the Company.

Absence Due to Sickness

Employees are required to notify the Company as soon as possible of their sickness absence and the reasons for it. They should do this personally at the earliest opportunity to the proprietor and by no later than one day before their next shift. It is essential that employees keep the Company updated on the circumstances of the absence and of its estimated duration.

It is essential that employees keep the Company updated on the circumstances of the absence and of its estimated duration.

Where the absence lasts for seven calendar days or fewer, the employee must complete an Absence Form immediately upon return to work.

Where an employee's absence lasts more than seven calendar days a Medical Certificate completed by a medical practitioner must be forwarded to management to cover the absence. The employee is required to complete an Absence Form on the first day back at work.

Every employee who has been absent (other than those authorised in advance) will be interviewed by management immediately upon return to work. The reasons for the employee's absence will be discussed and the completed Absence Form will be considered. Management must decide whether to authorise the absence or not. The onus is on the employee to satisfy management that there was a genuine medical reason for the absence.

The Company will monitor each employee's attendance at work so that any unacceptable levels of absenteeism may be addressed.

Access to Medical Reports

From time to time it may be necessary for the Company to obtain a medical report from an employee's doctor in order to gather further information about the employee's medical condition and its probable effect on the employee's future attendance at work or the ability to do his or her job.

Employees have certain rights under the Access to Medical Reports Act 1988. Should the Company find it necessary to obtain a medical report concerning an employee's fitness for work or any other relevant matter the employee will be asked for his or her written consent. At the time of the request for consent the employee will be advised of his or her rights under the Act.

Statutory Rights to Time Off

Employees have the right to request time off work in the following circumstances:

Time off to Receive Antenatal care

Pregnant employees are entitled to take reasonable time off with pay during working hours to receive antenatal care. The Company may require an employee who wishes to take time off for this purpose to provide medical certification of her pregnancy and an appointment card, with the exception of the first appointment.

Family Friendly Leave

This includes maternity, paternity, adoption and parental leave and time off for dependants, details of which are set out in the relevant sections of this Handbook.

Time off for Public Duties

An employee is entitled to ask for time off work for specified public duties. There is no statutory right to be paid for this time off. The permitted amount of time off is that which is reasonable in the circumstances.

The public positions for which there is a right to time off are as follows:

- Justice of the Peace;
- members of a local authority, e.g., local councillors;
- members of a statutory tribunal;
- members of a police authority;
- prison visitors;
- members of health bodies, e.g., NHS trusts, health authorities, etc;
- members of education bodies, e.g., managing or governing bodies of local authority educational establishments, grant maintained schools, etc; and
- members of the Environmental Agency or the Scottish Environmental Protection Agency.

Time off in Redundancy Situations

Employees under notice of dismissal for redundancy and who will have at least two years service on the date that notice expires, are entitled to a reasonable amount of paid time off to look for other work or to make arrangements for their retraining.

Other Authorised Time Off

Jury Service

Employees are entitled to time off work for jury service. Employees should notify management immediately on receipt of the jury summons, giving full details.

Employees will not normally be paid for this time off, and are advised to claim the expenses to which they are entitled from the Court. These will normally include compensation for loss of earnings.

Time off for Religious Observance

Employees should make any requests for time off for religious observance to their line manager as early as possible. Although employees have no legal or contractual right to religious leave or time off to pray, the Company will consider all such requests sympathetically.

Time off for religious observance must be taken from the employee's rest periods or annual holiday entitlement. Alternatively, at the Company's discretion, the employee may work additional hours in lieu of the time taken off.

If the employee wishes to take the time off as annual holiday, he or she should make the request in accordance with the Company's annual holiday procedures. For the avoidance of doubt, the Company's rules relating to annual holiday will apply.

Bereavement Leave

In addition to an employee's right to take reasonable unpaid time off following the death of a dependant, the Company may, at its discretion, permit an employee to take leave (either paid or unpaid) following the death of an immediate or close relative.

Unpaid Authorised Absence

The Company may grant unpaid leave of absence at its discretion and on a case by case basis. All requests should be made well in advance to management. Employees are not permitted to take unpaid leave of absence without prior management permission except in cases of emergency.

VEHICLES AND DRIVING

Driving Licences and Driving Offences

If an employee is charged or convicted of driving offences, or has his or her driving licence endorsed, the employee must report this fact to management at the earliest opportunity and in any event within 24 hours.

Driving related fines are the responsibility of the employee who incurs them, whether or not incurred in the course of Company business, and must be paid immediately by the employee. If an employee fails to pay a driving related fine, the Company will deduct the cost of paying this fine from his or her pay. In certain circumstances the Company may pay the fine on behalf of the employee, depending on the circumstances at the time. All requests for such treatment should be made to management, who will consider each request on a case by case basis.

If an employee is disqualified from driving, and the employee is required to drive for all or a significant proportion of his or her job, the Company reserves the right to terminate that employee's employment.

Accidents and Damage

Employees must immediately report to the client's management all damage to a Company vehicle. A full written report of the circumstances in which the vehicle was damaged should be submitted thereafter.

If damage to a client's vehicle is incurred as a result of an employee's negligence, the employee will be liable for the total cost of repairing the vehicle.

Driving Under the Influence of Alcohol or Drugs

If an employee is in charge of a client vehicle while under the influence of alcohol or drugs (prescribed or otherwise) where that alcohol or drug use has any potential effect on the employee's fitness to drive, he or she will be subject to disciplinary action up to and including summary dismissal.

Use of Clients Vehicles

Employees are required to drive in a safe, lawful and efficient manner, in all weather and traffic conditions, observing the recommendations of the Highway Code.

Employees must not take vehicles onto the road if they know or suspect that it has a serious defect.

Employees are required to advise clients management of any problems or delays which could affect the scheduling for that day.

Employees must always lock and alarm the vehicle when they leave it unattended.

Employees are not permitted to carry passengers in client vehicles, except for employees of the Company, unless otherwise agreed.

The safety and security of the vehicle, passengers or loads is the responsibility of the driver.

Commercial Vehicles

Employees are required to obtain the signature of a person authorised by the customer on delivery notes as proof of delivery.

Employees are responsible for ensuring that all loaded goods are evenly distributed and secured in order to prevent any movement which could cause damage to goods or to any trailer, or cause any nuisance or danger to other road users.

Employees must report any damage or shortfall in the load noticed during loading to the person in charge. Employees are required to note the details of the damage or shortfall on the appropriate record of loading.

Employees must ensure that the customer writes details of any damaged goods from the delivery on the delivery note and confirms in writing whether he or she is keeping the damaged goods or returning them.

Employees are responsible for the use and safe keeping of any belts, straps chains, ropes, etc. supplied with the vehicle or any trailer, and must ensure that they have an adequate supply of such equipment to carry the load safely.

Employees must comply with all legal requirements, which regulate maximum permitted driving hours and speed limits.

Employees must familiarise themselves with and comply with the Tachograph Regulations and the operation of the Tachograph unit. Tachograph charts are regularly analysed. Failure to comply with the Tachograph Regulations is a disciplinary offence which will result in disciplinary action. Interference with the Tachograph unit is a serious disciplinary offence and will normally result in summary dismissal.

Mobile Telephones and Driving

It is a criminal offence to drive (or have another person drive) a motor vehicle while using a hand held mobile telephone.

For the purposes of the legislation, driving will include sitting in a stationary vehicle with the engine running and a hand held mobile telephone will include any hands free mobile telephone if it is held at any point during the call. Using a hands free mobile phone while it is in its holder will not be an offence.

Passengers in vehicles are not prohibited from using hand held mobile telephones; however, they must not hold it for the driver to use in a moving vehicle.

Hand Held Mobile Telephones

Employees must:

- never use a hand held phone while driving;
- keep the phone switched off while driving; and
- only use the phone once the vehicle has been parked in a safe place and the engine has been switched off.

Hands Free Mobile Telephones

Even a hands free phone can cause distraction and it should not be used for making calls while driving. Employees who wish to make a call while driving should only use the telephone once the vehicle has been parked in a safe place and the engine has been switched off.

It is also preferable not to use a hands free telephone for taking calls if at all possible. In circumstances where employees must take a call they should say they are driving and end the call quickly.

Where a hands free telephone is used to take a call whilst driving the telephone must remain in its holder at all times and must not be held at any point during a call.

General

Employees should:

- use voicemail or call divert so that messages can be left while driving;
- use breaks from driving to take calls . this also reduces tiredness;
- never stop on hard shoulders except in an emergency; and
- never require any other employee to breach the terms of this policy

Breach of any of the terms of this policy may result in disciplinary action up to and including summary dismissal.

EXPENSES

The Company will normally reimburse employees in respect of any expenses wholly, necessarily and proportionately incurred in the course of their work. The Company reserves the right to refuse to pay an expense claim where the expenditure is unreasonable or unnecessary.

Claims for mileage to and from client sites must be supported by a completed Business Mileage Record form, giving full details of the journeys involved. Claims will be paid at Inland Revenue agreed rates.

Any special ad hoc arrangements made to suit particular circumstances will not be considered to set any form of precedent.

Claims will be reimbursed provided:

- they are reasonable;
- they are backed up with receipts; and
- the appropriate documentation has been completed.

ALCOHOL AND DRUGS

Consumption of Alcohol on the Premises

Unless authorised by management, employees are expressly forbidden from consuming alcohol when at work or from bringing it onto Company premises. Any breach of this rule will be treated as gross misconduct and is likely to result in summary dismissal.

Drug Misuse or Abuse on the Premises

Employees who take, sell, buy or possess non-medicinal drugs during working hours or on Company premises or in Company vehicles will be committing an act of gross misconduct and are likely to be summarily dismissed.

Intoxication at Work

An employee who is under the influence of alcohol or non-medicinal drugs during working hours or on Company premises will be escorted from the premises immediately. The Company will take disciplinary action when the employee has had time to sober up or recover from the effects of intoxication. Intoxication at work will normally be treated as gross misconduct and is likely to result in an employee's summary dismissal.

General

All employees are encouraged not to cover up for colleagues with a drink or drug problem but rather to recognise that collusion represents a false sense of loyalty and will in the longer term damage those colleagues.

Employees who recognise that they have a drink or drug problem, or that they are at risk of developing one, are encouraged to come forward for help. They should speak in confidence with their line manager.

COMPUTERS, E-MAIL AND THE INTERNET

To maximise the benefits of our computer resources and minimise potential liability, employees are only permitted to use the Company's computer systems in accordance with the Company's Data Protection and Monitoring Policies and the following guidelines.

General Rules

The Company's computer systems, software and their contents belong to the Company, and they are intended for business purposes. Employees are permitted to use the systems to assist in performing their jobs.

The Company has the right to monitor and access all aspects of its systems, including data which is stored on the Company's computer systems in compliance with the Data Protection Act 1998.

Employees must receive prior approval from management before using any part of the computer systems for personal use.

Security

The Company requires employees to log on to the Company's computer systems using their own password (where provided) which must be kept secret. Employees should select a password that is not easily broken (e.g., not their surnames).

Employees are not permitted to use another employee's password to log on to the computer system, whether or not they have that employee's permission. If an employee logs on to the computer using another employee's password, he or she will be liable to disciplinary action up to and including summary dismissal for gross misconduct.

Any employee who discloses his or her password to another employee will be liable to disciplinary action.

To safeguard the Company's computer systems from viruses, employees are not permitted to load or run unauthorised games or software, or to open documents or communications from unknown origins. Where the computer has Internet or electronic mail (e-mail) facilities installed, employees are not permitted to download or open files from the Internet. Before opening incoming e-mail attachments employees must forward them to the designated IT specialist for virus checking.

The Company reserves the right to require employees to hand over all Company data held in computer useable format.

Use of E-mail

The Company's computer systems contain an e-mail facility which is intended to promote effective communication within the Company on matters relating to its business. Employees should only use the e-mail system for that purpose. The Company encourages employees to make direct contact with individuals rather than communicating via e-mail.

E-mails should be written in accordance with the standards of any other form of written communication, and the content and language used in the message must be consistent with best Company practice. Messages should be concise and directed to relevant individuals on a need to know basis.

E-mails can be the subject of legal action (for example, claims of defamation, breach of confidentiality or breach of contract) against both the employee who sent them or the Company. Employees are also reminded that e-mail messages may be disclosed to any person mentioned in them. Employees must therefore always be careful if they write about people in e-mails.

Monitoring

Monitoring will not take place unless it is carried out in accordance with the Company's Monitoring Policy. Please refer to the Company's Monitoring Policy for further details.

Inappropriate Use

Misuse of the Company's computer systems may result in disciplinary action up to and including summary dismissal. Examples of misuse include, but are not limited to, the following:

- sending, receiving, downloading, displaying or disseminating material that insults, causes offence or harasses others;
- accessing pornographic, racist or other inappropriate or unlawful materials;
- engaging in on line chat rooms or gambling;
- forwarding electronic chain letters or similar material;
- downloading or disseminating copyright materials;
- transmitting confidential information about the Company or its clients;
- downloading or playing computer games; and
- copying or downloading software.

DATA PROTECTION POLICY

Introduction

The Data Protection Act 1998 protects employees against the misuse of personal data and may cover both manual and electronic records.

All records held on computer fall within the Data Protection Act. Certain manual files may also fall within the Act, depending on the ease of access to data within the file. However, for consistency and good practice, the Company will adopt the same approach for data held.

The Act requires that any personal data held should be:

- processed fairly and lawfully;
- obtained and processed only for specified and lawful purposes;
- adequate, relevant and not excessive;
- accurate and kept up to date;
- held securely and for no longer than is necessary; and
- not transferred to a country outside the European Economic Area unless there is an adequate level of data protection in that country.

The Act also gives employees certain rights. For employment purposes, the most important right is the right to access the personal data held about the employee.

Purposes for which Personal Data may be Held

Personal data relating to employees may be collected primarily for the purposes of:

- recruitment, promotion, training, redeployment and/or career development;
- administration and payment of wages;
- calculation of certain benefits including pensions;
- disciplinary or performance management purposes;
- performance review;
- recording of communication with employees and their representatives;
- compliance with legislation;
- provision of references to financial institutions, to facilitate entry onto educational courses and/or to assist future potential employers; and
- staffing levels and career planning.

The Company considers that the following personal data falls within the

Class One Driver Hire Ltd.

categories set out above:

- personal details including name, address, age, status and qualifications. Where specific monitoring systems are in place, ethnic origin and nationality will also be deemed as relevant;
- references and CVs;
- emergency contact details;
- notes on discussions between management and the employee;
- appraisals and documents relating to grievance, discipline, promotion, demotion or termination of employment;
- training records;
- salary, benefits and bank/building society details; and
- absence and sickness information.

Employees or potential employees will be advised by the Company of the personal data which has been obtained or retained, its source, and the purposes for which the personal data may be used or to whom it will be disclosed.

The Company will review the nature of the information being collected and held on an annual basis to ensure there is a sound business reason for requiring the information to be retained.

Sensitive Personal Data

Sensitive personal data includes information relating to the following matters:

- the employee's racial or ethnic origin;
- his or her political opinions;
- his or her religious or similar beliefs;
- his or her trade union membership;
- his or her physical or mental health or condition;
- his or her sex life; or
- the commission or alleged commission of any offence by the employee.

To hold sensitive personal data, the Company must additionally satisfy a sensitive data condition. The most appropriate condition for employment purposes is that the processing is necessary to enable the Company to meet its legal obligations (for example, to ensure health and safety or to avoid unlawful discrimination).

Responsibility for the Processing of Personal Data

The Company will appoint a Data Controller as the named individual responsible for ensuring all personal data is controlled in compliance with the Data Protection Act 1998.

Employees who have access to personal data must comply with this Policy and adhere to the procedures laid down by the Data Controller. Failure to comply with the Policy and procedures may result in disciplinary action up to and including

summary dismissal.

Use of Personal Data

To ensure compliance with the Data Protection Act 1998 and in the interests of privacy, employee confidence and good employee relations, the disclosure and use of information held by the Company is governed by the following conditions:

- personal data must only be used for one or more of the purposes specified in this Policy;
- Company documents may only be used in accordance with the statement within each document stating its intended use; and
- provided that the identification of individual employees is not disclosed, aggregate or statistical information may be used to respond to any legitimate internal or external requests for data (e.g., surveys, staffing level figures); and
- personal data must not be disclosed, either within or outside the Company, to any unauthorised recipient.

Personal Data Held for Equal Opportunities Monitoring Purposes

Where personal data obtained about candidates is to be held for the purpose of equal opportunities monitoring, all such data must be made anonymous.

Disclosure of Personal Data

Personal data may only be disclosed outside the Company with the employee's written consent, where disclosure is required by law or where there is immediate danger to the employee's health.

Accuracy of Personal Data

The Company will review personal data regularly to ensure that it is accurate, relevant and up to date.

In order to ensure the Company's files are accurate and up to date, and so that the Company is able to contact the employee or, in the case of an emergency, another designated person, employees must notify the Company as soon as possible of any change in their personal details (e.g., change of name, address; telephone number; loss of driving licence where relevant; next of kin details, etc).

Standard printouts of personal records will be issued to all employees on an annual basis for the purposes of ensuring the data is up to date and accurate. Employees will be entitled to amend any incorrect details and these corrections will be made to all files held on the Company's information systems. In some

cases, documentary evidence, e.g., qualification certificates, will be requested before any changes are made.

Once completed, these records will be stored in the employee's personnel file.

Access to Personal Data (“Subject Access Requests”)

Employees have the right to access personal data held about them. The Company will arrange for the employee to see or hear all personal data held about them within 40 days of receipt of a written request and subject to a £10.00 administration fee.

MONITORING POLICY

Employee monitoring covers monitoring of employees use of telephones, fax, e-mails, Internet use, recording of images of employees by video and vehicle location monitoring. Monitoring may include the following:

- monitoring lateness by video cameras;
- checking e-mails to ensure the system is not abused;
- checking websites visited by employees using Company systems;
- recording telephone calls.

Monitoring Without Employees' Knowledge

The Company will not monitor employees without their knowledge, unless the Company has reason to believe that employees are engaged in criminal activity.

In such instances, any monitoring will take place under the guidance of the Police and will be carried out in accordance with the Data Protection Act 1998.

Monitoring With Employees' Knowledge

The Company reserves the right to introduce monitoring from time to time. Before doing so, the Company will:

- identify the purpose for which the monitoring is to be introduced;
- ensure that the type and extent of monitoring is limited to what is necessary to achieve that purpose;
- where possible, consult with affected employees in advance of introducing the monitoring; and
- weigh up the benefits the monitoring is expected to achieve against the impact it may have on employees.

The Company will ensure employees are aware of when, why and how monitoring is to take place and the standards they are expected to achieve.

If disciplinary action results from information gathered through monitoring, the employee will be given the opportunity to see or hear the information in advance of the disciplinary meeting and make representations about it.

The Company will ensure data collected through monitoring is kept secure, and access is limited to authorised individuals.

Telephones

If the Company monitors telephones it will make employees aware of this. The Company will make available upon request a telephone in a private area, not subject to monitoring, for employees to make urgent personal calls.

UNIFORMS

It is a condition of employment that employees wear any uniforms or clothing specified by the Company at all times during working hours. This includes personal protective clothing.

The Company will supply employees with the appropriate uniforms or clothing at the Company's expense. Employees are expected to take care of any such items and to maintain them in a reasonable condition. Any damage caused to uniforms or clothing as a result of the employee's actions may result in an appropriate deduction being made from the employee's pay.

Employees must return any uniforms or clothing supplied by the Company at the termination of their employment. The Company reserves the right to deduct from the employee's final pay the cost of any uniforms or clothing that are lost, damaged or not returned.

SMOKING POLICY

ENGLAND AND WALES

Purpose

This policy has been developed to protect all employees, service users, customers and visitors from exposure to second hand smoke and to assist compliance with forthcoming legislation in England and Wales that will prohibit smoking in enclosed public spaces.

Smoking in enclosed public places and workplaces becomes unlawful from 2nd April in Wales and 1st July in England.

Exposure to second hand smoke, also known as passive smoking, increases the risk of lung cancer, heart disease and other illnesses. Ventilation or separating smokers and non-smokers within the same airspace does not completely stop potentially dangerous exposure.

Implementation

It is the Company's policy that our workplace is smoke-free and all employees have a right to work in a smoke-free environment. Management are responsible for the implementation and monitoring of this policy and all employees are obliged to adhere to and facilitate the implementation of this policy.

Smoking is prohibited throughout the entire workplace. This policy applies to all employees, workers and visitors. No Smoking signs have been put in place and are displayed throughout the premises. Employees must not under any circumstances tamper with or attempt to remove or conceal the signage.

In certain circumstances employees may be permitted to smoke outside the workplace with the express permission of management. Where this is permitted, management will advise employees of the designated areas.

Exemptions

Employees will be notified by Management of any areas within the premises which are exempt from this policy.

Company Vehicles

The policy applies to all Company vehicles which are driven by more than one person. Where an employee has a Company vehicle that is for their exclusive use, the employee may smoke in the car if they have been given written permission by their line manager.

Non – Compliance

A breach of the no smoking policy will be a serious disciplinary matter, which, depending on the circumstances of the case, may be regarded as gross misconduct.

Should an employee discover a visitor smoking within the premises, they should politely remind the visitor of the No Smoking policy.

Should an employee discover another employee smoking on the premises or within a Company vehicle, he or she should remind the employee of the No Smoking policy, and should report the breach of policy to Management.

Help to Stop Smoking

There are various sources of support available for employees who wish to stop smoking. Employees may contact the Smokeline on 0800 848484. The local NHS Boards, Public Health Department and many GP surgeries will also provide assistance.

TRAINING

The Company's employees play a crucial role in ensuring business success. Wherever possible, all necessary steps will be taken to ensure that employees are provided with the training they require to perform their duties effectively at all stages of employment.

The kinds of training that the Company provides fall into four broad categories: induction, on the job, in house and external.

Induction

Whenever a new employee joins the Company, it is his or her line manager's duty to ensure that he or she is given a proper introduction to the workplace, colleagues, catering facilities, duties, health and safety and other procedures.

Within the first few days of employment the line manager will assess the new employee's training requirements and arrange for that training to be provided. Very often, the employee's needs will be adequately met by a combination of on the job and related in house training. From time to time, however, it may be necessary to arrange external training.

The main purpose of the induction process is to enable a new employee to become productive as quickly and effectively as possible. Each induction process will be tailored to the individual employee.

On the Job Training

Very often, new skills can be gained as part of on the job training by recently trained and/or more experienced colleagues. Employees will undergo this kind of training from time to time throughout their employment with the Company.

In House Training

From time to time, the Company will bring outside trainers into the workplace and organise internal training courses. This form of training will often be triggered by the introduction of new equipment and working methods, and will be arranged when on the job training cannot be supplied.

External Training

External training may be provided in a variety of forms ranging from short courses of a few hours duration, through to lengthy courses leading to the award of qualifications.

Where necessary, the Company will arrange for employees to undertake external training where this cannot be provided in house.

Cost Reimbursement

Employees who undertake external training courses with significant cost implications will be required, before commencing the course, to sign an undertaking to repay a proportion of the costs of the course if they leave the Company's employment within 12 months of the end of the course.

This requirement to repay the Company will be reduced by 1/12th of the course costs for each complete month that the employee remains employed by the Company after the end of the course.

SAMPLE TRAINING COST AGREEMENT

Between

CLASS ONE DRIVER HIRE

(The Employer)

and

.....

(The Employee)

The Employer hereby agrees to meet the course fees / training costs incurred by the Employee in pursuing the following training course/course of study:

.....õ ...

The course fees / training costs are as follows:

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It is a condition of your employment that the employee attends all further education classes, and pass their exams satisfactorily. Where the employee is unable to attend further education, they must notify the Company by following the Absence Procedures.

If the Employee fails to complete the course or leaves the service of the Company either prior to the completion of the course, or within one month of the date of completion of the course, then 100 percent of all the training costs are to be paid back to the Company in full by the Employee.

If the Employee leaves the service of the Company at any point after one year of the date of completion of the course, then the training costs required to be paid back by the Employee will reduce on a sliding scale of 1/12th for each month that lapses.

The Company reserves the right to deduct from the Employee's pay any money owed under this agreement, subject to the provisions of the Employment Rights Act 1996. The Employee by his or her signature agrees to the deduction of any monies owed from his or her pay.

Signed:õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ
(for and on behalf of the Employer)

NAME PRINTED: õ .

Date:õ õ

Signed:õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ
(Employee)

NAME PRINTED: õ .

Date:õ õ

Class One Driver Hire Ltd.

REDUNDANCY, SHORT TIME WORKING AND LAY OFF

It is the Company's intention to develop and expand its business and to provide security of employment for its employees. However, circumstances may arise when changes in the market, technology, organisational requirements, and similar developments, will lead to the need for reductions in employees.

Where a redundancy situation arises, the Company will give consideration to alternative options, which may include:

- imposing a restriction on recruitment;
- restricting the use of temporary and casual employees;
- reducing the amount of overtime working;
- implementing a period of temporary lay off or short time working where this is appropriate; or
- considering applications for voluntary redundancy.

Where, after consideration of these and any other alternatives, management considers that the need for redundancies still remains, consultation will normally take place.

Selection for redundancy will be based on criteria drawn up at the time and may include, but may not necessarily be limited to, some or all of the following:

- suitability for remaining work;
- experience/qualifications;
- conduct; and
- attendance.

These criteria may be weighted differently depending on the circumstances, but will be assessed in an objective manner.

The above criteria are subject to the Company's requirement to retain specific knowledge, skills and a balanced workforce at all times.

The Company reserves the right to introduce short time working or a period of temporary lay off without pay (with the exception of any statutory entitlements) where this is necessary to avoid redundancies or where there is a shortage of work.

RETIREMENT POLICY

Normal Retirement Age

The Company operates a normal retirement age of 65 years. When an employee reaches this age the Company will propose that he or she retires at the end of the pay period in which the employee's birthday falls. This date will be known as the Proposed Retirement Date.

Notification of Proposed Retirement Date to the Employee

No earlier than 12 months and no later than six months prior to the Proposed Retirement Date, the Company will write to the employee stating:

- the date on which the Company proposes that the employee retires; and
- that the employee is entitled to request not to retire.

Employee's Right to Request not to Retire

The employee will have the right to request not to retire. The employee must make any such request to the Company in writing no earlier than six months and no later than three months before the Proposed Retirement Date given by the Company.

In making the written request the employee must state whether he or she wishes employment to continue:

- indefinitely;
- for a stated period; or
- until a stated date.

The employee must also state that his or her request is made in accordance with paragraph 5 of Schedule 6 to the Employment Equality (Age) Regulations 2006.

The Company will normally supply the employee with an appropriate reply form when issuing the Notice of Proposed Retirement.

Upon receipt of an employee's request not to retire, the Company will arrange a meeting with the employee within a reasonable time to discuss the matter. The employee may be accompanied by a work colleague at this meeting.

Right of Appeal

If arrangements acceptable to the employee cannot be agreed at the meeting, the employee may appeal in writing to the Company, stating the reasons for his or her appeal.

Upon receipt of an employee's written appeal, the Company will arrange a meeting with the employee within a reasonable time to discuss the matter. The employee may be accompanied by a work colleague at this meeting.

The Company will notify the employee in writing of the outcome of the appeal meeting. This decision will be final.