

# **Bright Sky Umbrella Limited**

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## **POLICIES AND STAFF HANDBOOK**

December 2024 edition

## Contents

Revision History		4
1. INTRODUCTION		5
2. USING THE STAFF HANDBOOK.....		5
3. RESPONSIBILITY FOR THE STAFF HANDBOOK .....		5
4. PERSONAL DATA.....		6
5. EMERGENCY CONTACT DETAILS .....		6
Schedule 1	ADOPTION POLICY .....	7
Schedule 2	AGENCY WORKERS REGULATIONS 2010 POLICY .....	9
Schedule 3	ANTI-FACILITATION OF TAX EVASION POLICY (Criminal Finances Act 2017) .....	10
Schedule 4	ANTI-HARASSMENT AND BULLYING POLICY .....	14
Schedule 5	ANTI-SLAVERY AND HUMAN TRAFFICKING POLICY .....	16
Schedule 6	CARERS LEAVE POLICY .....	18
Schedule 7	COMPASSIONATE LEAVE POLICY .....	20
Schedule 8	DISCIPLINARY AND CAPABILITY PROCEDURE.....	21
Schedule 9	DIVERSITY, EQUITY AND INCLUSION (‘DEI’) POLICY.....	22
Schedule 10	DRESS CODE .....	24
Schedule 11	EXPENSES POLICY.....	26
Schedule 12	EXPENSES POLICY FOR UMBRELLA STAFF .....	28
Schedule 13	FLEXIBLE WORKING POLICY .....	29
Schedule 14	GRIEVANCE PROCEDURE .....	31
Schedule 15	HEALTH AND SAFETY POLICY .....	32
Schedule 16	HEALTH AND SAFETY POLICY FOR WORKERS WORKING ON ASSIGNMENT ON CLIENT SITES .....	34
Schedule 17	HOLIDAYS POLICY (for those who are <i>NOT</i> ‘irregular hours workers’ or ‘part-year workers’) .....	36
Schedule 18	HOLIDAYS POLICY (‘irregular hours workers’ and ‘part-year workers’) .....	38
Schedule 19	IT AND COMMUNICATIONS SYSTEMS POLICY .....	40
Schedule 20	MATERNITY POLICY.....	43
Schedule 21	OPT-OUT POLICY (CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESSES REGULATIONS 2003) .....	45
Schedule 22	PARENTAL BEREAVEMENT LEAVE POLICY.....	47
Schedule 23	PARENTAL LEAVE POLICY .....	49
Schedule 24	PATERNITY POLICY .....	51
Schedule 25	PRIVACY STANDARD (DATA PROTECTION POLICY) .....	53
Schedule 26	PRIVACY NOTICE FOR EMPLOYEES, WORKERS AND FREELANCE CONTRACTORS.....	54
Schedule 27	SEXUAL HARASSMENT POLICY .....	55
Schedule 28	SHARED PARENTAL LEAVE (ADOPTION) POLICY .....	61
Schedule 29	SHARED PARENTAL LEAVE (BIRTH) POLICY .....	66
Schedule 30	SICKNESS ABSENCE POLICY .....	71
Schedule 31	SMOKING POLICY .....	73
Schedule 32	SOCIAL MEDIA POLICY .....	74
Schedule 33	STATEMENT OF ETHICS, AND ANTI-CORRUPTION AND BRIBERY POLICY .....	76
Schedule 34	TIME OFF FOR ADOPTION APPOINTMENTS POLICY .....	79

**Bright Sky Umbrella Limited - Policies and Staff Handbook - December 2024 edition**

Schedule 35	TIME OFF FOR ANTENATAL APPOINTMENTS POLICY.....	81
Schedule 36	TIME OFF FOR DEPENDANTS POLICY .....	83
Schedule 37	TIME OFF FOR PUBLIC DUTIES POLICY .....	85
Schedule 38	WHISTLEBLOWING POLICY .....	86
Schedule 39	WORKING TIME REGULATIONS (WTR) AND THE 48-HOUR MAXIMUM WORKING WEEK POLICY .....	88

## Revision History

- 25-10-24 Sexual Harassment Policy re-written to take account of newly issued guidance
- 5-10-24 Opt Out Policy– 2.14 removed
- 26-7-24 All references to Jointly employed workers highlighted, for ease of editing out where not required
- 24-6-24 Sexual Harassment Policy inserted as Schedule 27
- 19-4-24 WTR 48-hour limit policy added (now Schedule 39)
- 18-3-24 Carers' Leave policy added
- 18-1-24 Holidays Policy amended, new Holidays Policy added for irregular hours workers and part-year workers.
- 14-1-23 Statutory leave (Maternity, Paternity, Adoption, Shared Parental) policies amended to align with WTR changes.
- 14-11-23 Position of limb (b) workers clarified, in relation to 'family' rights (maternity, Paternity, adoption, Parental Leave, Shared Parental Leave, and Parental Bereavement Leave)
- 10-10-23 Terminology tidied, to make clearer the differences in application, as between Umbrella employee, and umbrella workers (who will generally fall into the category of 'limb (b) workers').
- 1-9-23 Changes to AWR policy – clauses 2.3 and 2.7
- 31-8-23 Change to Opt Out Policy - clause 2.14 added
- 15-8-23 Change to Opt Out Policy clause 2.8 onwards
- 25-5-23 Changes to Sickness and Maternity Policies.
- 5-4-23 Diversity, Equity and Inclusion policy replaces Equality and Diversity Policy (was Schedule 9).
- 28-2-23 Changes to Sickness Policy to align with current hire-in contracts.
- 15-2-23 Changes to Expenses Policy for Umbrella staff, to expressly include mileage, workplace parking, and work-from-home.
- 14-2-23 Changes to Disciplinary and Grievance Policies, to expressly exclude workers.
- 1-12-22 Opt out Policy clause 2.12 added
- 30-5-22 Anti-Slavery and Human Trafficking Policy amended – section 3 inserted.
- 29-1-22 **Section 2** (Using the Staff Handbook) revised
- 10-11-21 Comprehensive general update; Parental Bereavement Leave Policy inserted
- 14-10-21 Opt-out Policy revised
- 23-7-21 AWR and Opt out Policies revised

## 1. INTRODUCTION

**1.1** Bright Sky Umbrella Limited was established in April 2015 and provides payroll services. Bright Sky is located in Vanilla Factory, 39 Fleet Street, Liverpool, L1 4AR.

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

## 2. USING THE STAFF HANDBOOK

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

**2.2** In this Staff Handbook,

**(a)** **'Staff'** includes managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees, Umbrella employees, Umbrella workers (limb (b) workers), casual and agency staff and volunteers.

**(b)** **'In-House staff'** means staff working directly in our own business, and does not include Umbrella staff.

**(c)** **'Umbrella staff'** means individuals engaged and paid by us, to work (possibly *via* an agency) for end clients; Umbrella staff include

Umbrella employees, and

Umbrella workers (who are not employees, and may otherwise be called 'limb (b) workers'), and

**2.3** Save where otherwise provided, the policies and procedures set out in this Staff Handbook

**(a)** apply to all Staff, at all levels, and whatever type of contract they may be engaged on;

**(b)** apply to both In-House staff, and Umbrella staff, unless otherwise indicated;

**(c)** do not form part of the terms of any member of Staff's contract; the contract terms are provided separately.

**2.4.** Other policies and procedures:

**(b)** Umbrella staff: the end client may also have policies and procedures that must be complied with; and, if there is an agency involved, the agency too may have relevant policies and procedures (eg for timesheets). If you fall into the category of Umbrella staff, it is your responsibility to find out whether there are any such policies and procedures that apply to you, and (if so) to comply with them.

**2.5** Conflicts:

**(a)** If there is a conflict between the content of a policy and your contract, your contract will generally override the policy. If in doubt, ask for clarification.

**(b)** If there is a conflict between the content of an end client or agency policy and either our own policies, or your contract, you **must** ask for clarification.

## 3. RESPONSIBILITY FOR THE STAFF HANDBOOK

**3.1** The Managing Director has overall responsibility for this Staff Handbook and for ensuring that its policies and procedures comply with our legal obligations.

**3.2** The Staff Handbook is reviewed regularly to ensure that its provisions continue to meet our legal obligations and reflect best practice.

**3.3** Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. Managers must ensure all staff understand the standards of behaviour expected of them and to take action when behaviour falls below those requirements.

#### **4. PERSONAL DATA**

**4.1** Whenever we process personal data about you in connection with our policies, we will process it in accordance with our Privacy Standard. We will only process your personal data if we have a lawful basis for doing so. We will notify you of the purpose or purposes for which we use it. Please see the Privacy Notice attached to your employment or engagement contract for further information.

#### **5. EMERGENCY CONTACT DETAILS**

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

**5.2** We will write separately to the person or persons whose contact details you have provided, notifying them of why we hold their details, namely that it is in your legitimate interests.

## Schedule 1 ADOPTION POLICY

### 1. ABOUT THIS POLICY

**1.1** This policy sets out the arrangements for adoption leave and pay for employees who are adopting a child through a UK adoption agency. If you are adopting through an overseas adoption agency your manager will advise you of the relevant requirements.

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

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

**1.4** This policy only applies to employees and does not apply to Umbrella workers (who are not employees, and may otherwise be called 'limb (b) workers'), agency workers, or self-employed contractors, save only that Umbrella workers (who are not employees, and who may otherwise be called limb (b) workers) may be entitled to SAP, subject to conditions.

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

### 2. ENTITLEMENT TO ADOPTION LEAVE

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

(a) You are adopting a child through a UK or overseas adoption agency.

(b) The adoption agency has given you written notice that it has matched you with a child for adoption and tells you the date the child is expected to be placed into your care with a view to adoption (**Expected Placement Date**).

(c) You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.

(d) Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

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

### 3. NOTIFICATION REQUIREMENTS

**3.1** Not more than seven days after the agency notifies you in writing that it has matched you with a child (or where that is not reasonably practicable, as soon as reasonably practicable), you must give us notice in writing of the Expected Placement Date, and your intended start date for adoption leave (**Intended Start Date**).

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

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

### 4. STARTING ADOPTION LEAVE

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

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

## **5. ADOPTION PAY**

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

## **6. DURING ADOPTION LEAVE**

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

**6.2** Holiday entitlement will continue to accrue at the rate provided under your contract. If your adoption leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your adoption leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your manager.

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

## **7. KEEPING IN TOUCH**

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

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

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

## **8. RETURNING TO WORK**

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

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

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

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



## **Schedule 2    AGENCY WORKERS REGULATIONS 2010 POLICY**

### **1. ABOUT THIS POLICY**

**1.1** This policy applies to in-house staff, and deals with the company's policy in relation to Umbrella staff and the Agency Workers Regulations 2010.

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

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

### **2. POLICY STATEMENT**

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

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

**2.3** To assess whether the worker is in fact receiving those equal rights, we first need to know what equality 'looks like' – we need information. So, where a person who is Umbrella staff is placed with a client (either *via* an agency, or direct) a questionnaire in the appropriate form (to be found in the company's package of umbrella documentation) should be sent to the agency.

For the avoidance of doubt, this should be sent

(a) for an assignment of more than 12 weeks, at the start of the assignment; or

(b) in the case of an assignment of less than 12 weeks, at the start of the first extension, or (if sooner) as soon as it appears likely that the assignment will last more than 12 weeks.

**2.4** If no response is received within 14 days, a reminder (again in the appropriate form, and to be found in the company's package of umbrella documentation) should be sent to the agency. Failure by an agency to respond to the initial request, and to a reminder, should generally be sufficient to transfer responsibility to the agency.

**2.4** On a response being received, it will be evaluated, and a judgment made as to whether or not equality is achieved; there are spreadsheets in the company's package of umbrella documentation to assist with this evaluation.

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

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

**2.7** In the case of long assignments (including any extensions),

- annual updates of the information obtained from the agency/hirer should be requested on each anniversary of the initial request (a suggested form, can be found in the company's package of umbrella documentation), and

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

**2.8** More information about the Agency Workers Regulations 2010 can be found in the guide to the Regulations, contained in the company's package of umbrella documentation.

## Schedule 3 ANTI-FACILITATION OF TAX EVASION POLICY (Criminal Finances Act 2017)

### 1 POLICY STATEMENT

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

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

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

### 2 ABOUT THIS POLICY

**2.1** The purpose of this policy is to:

(a) set out our responsibilities, and of those working for us, in observing and upholding our position on preventing the criminal facilitation of tax evasion; and

(b) provide information and guidance to those working for us on how to recognise and avoid tax evasion.

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

**2.3** We have identified that the following are particular risks for our business incorrect data for payment. To address those risks we have ensured all relevant ID documentation is obtained and information checks completed.

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

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

### 3 WHO MUST COMPLY WITH THIS POLICY?

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

### 4 WHO IS RESPONSIBLE FOR THIS POLICY?

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

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

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

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

### 5 WHAT IS TAX EVASION FACILITATION?

**5.1** For the purposes of this policy:

## Bright Sky Umbrella Limited - Policies and Staff Handbook - December 2024 edition

**(a) Tax evasion** means the offence of cheating the public revenue or fraudulently evading UK tax, and is a criminal offence. The offence requires an element of fraud, which means there must be deliberate action, or omission with dishonest intent;

**(b) Foreign tax evasion** means evading tax in a foreign country, provided that conduct is an offence in that country and would be a criminal offence if committed in the UK. As with tax evasion, the element of fraud means there must be deliberate action, or omission with dishonest intent; and

**(c) Tax evasion facilitation** means being knowingly concerned in, or taking steps with a view to, the fraudulent evasion of tax (whether UK tax or tax in a foreign country) by another person, or aiding, abetting, counselling or procuring the commission of that offence. Tax evasion facilitation is a criminal offence, where it is done deliberately and dishonestly.

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

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

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

## 6 WHAT YOU MUST NOT DO

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

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

## 7 YOUR RESPONSIBILITIES

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

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

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

## 8 HOW TO RAISE A CONCERN

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

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

## Bright Sky Umbrella Limited - Policies and Staff Handbook - December 2024 edition

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

### 9 PROTECTION

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

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

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

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

### 10 TRAINING AND COMMUNICATION

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

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

### 11 BREACHES OF THIS POLICY

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

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

### 12 POTENTIAL RISK SCENARIOS: “RED FLAGS”

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

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

- (a)** you become aware, in the course of your work, that a third party has made or intends to make a false statement relating to tax, has failed to disclose income or gains to, or to register with, HMRC (or the equivalent authority in any relevant non-UK jurisdiction), has delivered or intends to deliver a false document relating to tax, or has set up or intends to set up a structure to try to hide income, gains or assets from a tax authority;
- (b)** you become aware, in the course of your work, that a third party has deliberately failed to register for VAT (or the equivalent tax in any relevant non-UK jurisdiction) or failed to account for VAT;
- (c)** a third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;

## Bright Sky Umbrella Limited - Policies and Staff Handbook - December 2024 edition

- (d)** you become aware, in the course of your work, that a third party working for us as an employee asks to be treated as a self-employed contractor, but without any material changes to their working conditions;
- (e)** a supplier or other subcontractor is paid gross when they should have been paid net, under a scheme such as the Construction Industry Scheme;
- (f)** a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- (g)** a third party to whom we have provided services requests that their invoice is addressed to a different entity, where we did not provide services to such entity directly;
- (h)** a third party to whom we have provided services asks us to change the description of services rendered on an invoice in a way that seems designed to obscure the nature of the services provided;
- (i)** you receive an invoice from a third party that appears to be non-standard or customised;
- (j)** a third party insists on the use of side letters or refuses to put terms agreed in writing or asks for contracts or other documentation to be backdated;
- (k)** you notice that we have been invoiced for a commission or fee payment that appears too large or too small, given the service stated to have been provided;
- (l)** a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us;

## **Schedule 4    ANTI-HARASSMENT AND BULLYING POLICY**

### **1. ABOUT THIS POLICY**

**1.1** Bright Sky Umbrella Limited is committed to providing a working environment free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect.

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

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

### **2. WHAT IS HARASSMENT?**

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

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

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

**2.4** Harassment may include, for example:

- (a) unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
- (b) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
- (c) offensive e-mails, text messages or social media content;
- (d) mocking, mimicking or belittling a person's disability;
- (e) derogatory or stereotypical remarks about a particular ethnic or religious group, religion or belief, or gender..

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

**2.6.** Victimisation includes subjecting a person to a detriment because they have done, or are suspected of doing or intending to do, any of the following protected acts:

- (a) Bringing proceedings under the Equality Act 2010.
- (b) Giving evidence or information in connection with proceedings under the Equality Act 2010.
- (c) Doing any other thing for the purposes of or in connection with the Equality Act 2010.
- (d) Alleging that a person has contravened the Equality Act 2010.

**2.7.** Victimisation may include, for example:

- (a) Denying someone an opportunity because it is suspected that they intend to make a complaint about harassment.
- (b) Excluding someone because they have raised a grievance about harassment.
- (c) Failing to promote someone because they accompanied another staff member to a grievance meeting.

## Bright Sky Umbrella Limited - Policies and Staff Handbook - December 2024 edition

- (d) Dismissing someone because they gave evidence on behalf of another staff member at an employment tribunal hearing.

**2.8.** Harassment and victimisation are unlawful and will not be tolerated. They may lead to disciplinary action up to and including dismissal.

**2.9.** Third-party harassment occurs where a person is harassed by someone who does not work for, and who is not an agent of, the same employer, but with whom they have come into contact during the course of their employment. Third-party harassment could include, for example, derogatory comments about a person's age, disability, colour or sexual orientation by a client, customer or supplier visiting the employer's premises, or where a person is visiting a client, customer or supplier's premises or other location in the course of their employment.

### 3. WHAT IS BULLYING?

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

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

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

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

### 4. IF YOU ARE BEING HARASSED OR BULLIED

**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 line manager or the Managing Director, who can provide confidential advice and assistance in resolving the issue formally or informally.

**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 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 an employee the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. The outcome of our investigation may be put on hold while disciplinary action is taken. 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.

### 5. PROTECTION AND SUPPORT FOR THOSE INVOLVED

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

### 6. RECORD-KEEPING

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

## Schedule 5 ANTI-SLAVERY AND HUMAN TRAFFICKING POLICY

### 1 POLICY STATEMENT

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

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

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

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

### 2 RESPONSIBILITY FOR THE POLICY

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

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

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

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

### 3 ACTIONS WE TAKE TO HELP IDENTIFY AND ERADICATE MODERN SLAVERY MAY INCLUDE:

3.1 Conduct robust due diligence when establishing relationships with agencies:

(a) Establish in particular that the VAT number being used is legitimate.

(b) Ensure that the organisation has never been convicted of offences relating to modern slavery.

3.2 Conduct regular checks into agencies which we have ongoing relationships with to ensure that they are continuing to comply with relevant legislation and preventative measures to combat modern slavery.

3.3 Ensure that each individual on the payroll is being paid into a separate bank account and that the name on the account matches the name of the individual.

3.4 Provide training for staff in identifying the signs of modern slavery and human trafficking, and what steps should be taken if exploitation is suspected.



3.5 Share data and intelligence through the supply chain, particularly where suspicious activities have been detected.

#### **4 COMPLIANCE WITH THE POLICY**

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

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

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

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

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

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

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

#### **5 COMMUNICATION AND AWARENESS OF THIS POLICY**

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

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

#### **6 BREACHES OF THIS POLICY**

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

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

## Schedule 6 CARERS LEAVE POLICY

### 1. ABOUT THIS POLICY

**1.1.** The law recognises and we respect that there may be occasions when you will need to take time off work to provide or arrange care for a dependant with a long-term care need. The purpose of this policy is to set out the circumstances in which we will give employees unpaid time off work to deal with these situations. For time off for dependants to deal with unexpected events, please see our Time off for Dependants Policy.

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

**1.3.** This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time.

### 2. WHO DOES THIS POLICY APPLY TO?

2.1. This policy only applies to employees and does not apply to Umbrella workers (who are not employees, and may otherwise be called 'limb (b) workers'), agency workers, self-employed contractors, volunteers or interns.

### 3. TIME OFF

3.1. You have a right to take up to one week of unpaid time off work in each rolling 12-month period to provide or arrange care for a dependant with a long-term care need.

3.2. A **dependant** for the purposes of this policy is:

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

3.3 A dependant has a **long-term care need** for the purposes of this policy if:

- (a) they have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months;
- (b) they have a disability for the purposes of the Equality Act 2010; or
- (d) they require care for a reason connected with their old age.

### 4. AMOUNT OF TIME OFF

4.1. You may take a minimum of half a working day's leave under this policy and up to a maximum of one week's leave. You do not need to take the days consecutively, provided that you take no more than the equivalent of one working week's leave in each rolling 12-month period.

4.2. If the amount of time you work varies from week to week, a week's leave will be an average of a week's work:

- (c) If you have been employed for at least a year, this will be calculated by dividing the total of the periods for which you were normally required to work during the course of a week in the previous 12 months by 52.
- (e) If you have been employed for less than a year, this will be calculated by dividing the total of the periods for which you were normally required to work during the course of a week by the number of weeks you have been employed.

### 5. EXERCISING THE RIGHT TO TIME OFF

5.1. To take leave under this policy you must give to your line manager the longer of: three days' notice or twice as many days' notice as the number of days you want to take off.

5.2. The notice must:

- (a) specify that you are entitled to take carer's leave in accordance with **Error! Bookmark not defined.**0 of this policy; and
- (f) specify the days you intend to take carer's leave and if you will take a full or a half day.

## **Bright Sky Umbrella Limited - Policies and Staff Handbook - December 2024 edition**

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

5.4. In some circumstances, where the operation of the business would be disrupted if you took leave, we may need to postpone your carer's leave. If we do this, we will allow you to take the same amount of leave you have requested at a mutually convenient time within one month of the first day you requested to take leave under this policy. If this happens, we will write to you within seven days of your request to take leave, setting out the reason for the postponement and the days we have agreed you can take carer's leave.

5.5. If you take carer's leave and any other statutory leave (for example, maternity or adoption leave) consecutively, carer's leave does not count when calculating the period of time you have been away from work in respect of your right to return to the job in which you were previously engaged.

## Schedule 7 COMPASSIONATE LEAVE POLICY

### 1. ABOUT THIS POLICY

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

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

### 2. WHEN COMPASSIONATE LEAVE MAY BE AVAILABLE

**2.1** You may take unpaid compassionate leave of up to 10 days in any 12-month period, where a close relative has died, is critically ill with a life-threatening illness, or has suffered a life-threatening injury.

**2.2** In the event of the death of a child, including a stillbirth, please see our Parental Bereavement Leave Policy which applies instead of this policy. We may grant further unpaid compassionate leave in this situation at our discretion.

**2.3** We will consider requests for compassionate leave due to other traumatic events or difficult personal circumstances on a case by case basis.

**2.4** If you are still unable to return to work following compassionate leave you should contact your line manager. We may at our discretion grant you further unpaid compassionate leave in those circumstances. Alternatively, you may be able to take a period of annual leave, subject to your manager's approval.

### 3. REQUESTING COMPASSIONATE LEAVE

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

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

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

## **Schedule 8   DISCIPLINARY AND CAPABILITY PROCEDURE**

### **1. ABOUT THIS PROCEDURE**

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

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

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

**1.3** This procedure does not form part of any contract. It may be amended at any time and we may depart from it depending on the circumstances of any case.

**1.4** The Disciplinary procedures applicable to you at the date of your engagement contract can be found appended to that contract.

## Schedule 9 DIVERSITY, EQUITY AND INCLUSION ('DEI') POLICY

### 1. OUR COMMITMENT

**1.1** We are committed to promoting equal opportunities in employment and creating a workplace culture in which diversity and inclusion is valued and everyone is treated with dignity and respect. As part of our zero-tolerance approach to discrimination in any form, you and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (**Protected Characteristics**). We are also committed to providing equitable treatment to all those we deal with as an organisation, including customers and suppliers.

### 2. ABOUT THIS POLICY

**2.1** This policy sets out our approach to diversity, equity and inclusion. Our aim is to encourage and support diversity, equity and inclusion and actively promote a culture that values difference and eliminates discrimination in our workplace. It applies to all aspects of employment with us, including recruitment, pay, benefits and conditions, flexible working and leave, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.

**2.2** This policy applies to all employees, officers, consultants, contractors, volunteers, interns, casual workers and agency workers.

**2.3.** The Managing Director is responsible for this policy and will review it annually.

**2.4** This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time.

### 3. DIVERSITY AND INCLUSION TRAINING

**3.1.** Managers will be given appropriate training on recognising and avoiding discrimination, harassment and victimisation, and promoting equality of opportunity and diversity in the areas of recruitment, development and promotion. The Managing Director has overall responsibility for equality training, for staff and managers as appropriate.

**3.2.** We will provide in-house staff with regular training to ensure that everyone is aware of and understands the contents of this policy and the Anti-harassment and Bullying Policy. Following the training, in-house staff will be required to confirm that they have read, understand and will comply with this policy and the Anti-harassment and Bullying Policy. We may also provide equality and diversity training from time to time.

### 4. DISCRIMINATION

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

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

**(a) Direct discrimination:** treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because they might be gay.

**(b) Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others, and is not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified.

**(c) Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.

**(d) Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment. This includes where someone mistakenly believes that the

## Bright Sky Umbrella Limited - Policies and Staff Handbook - December 2024 edition

person victimised has done so.

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

### 5. RECRUITMENT AND SELECTION

**5.1** Recruitment, promotion, and other selection exercises such as redundancy selection will be conducted on the basis of merit, against objective criteria that avoid discrimination. When recruiting or promoting, we will aim to take steps to improve the diversity of our workforce and provide equality of opportunity. Shortlisting should be done by more than one person where possible. Our recruitment procedures will be reviewed regularly to ensure that individuals are objectively assessed on the basis of their relevant merits and abilities.

**5.2** Vacancies should generally be advertised to a diverse section of the labour market. Advertisements should avoid stereotyping or using wording that may discourage particular groups from applying. They should include a short policy statement on equal opportunities and the employer's commitment to diversity, equity and inclusion in the workplace and state that a copy of this policy will be made available on request.

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

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

**5.5.** We are required by law to ensure that all employees are entitled to work in the UK. Assumptions about immigration status should not be made based on appearance or apparent nationality. All prospective employees, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation. The list of acceptable documents is available from the HR Department or UK Visas and Immigration.

### 6. DISABILITIES

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

### 7. PART-TIME AND FIXED-TERM WORK

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

### 8. BREACHES OF THIS POLICY

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

**8.2** If you believe that you have suffered harassment, bullying or discrimination, or witnessed it happening to someone else in the workplace, you can raise the matter through our Grievance Procedure and through our Anti-harassment and Bullying Policy as appropriate. Complaints will be treated in confidence and investigated as appropriate.

**8.3** There must be no victimisation or retaliation against staff who complain about or report discrimination. If you believe you have been victimised for making a complaint or report of discrimination, or have witnessed it happening to someone else in the workplace, you should raise this through our Grievance Procedure.

**8.4.** We encourage the reporting of all types of potential discrimination, as this assists us in ensuring that diversity, equity and inclusion principles are adhered to in the workplace. However, making a false allegation in bad faith, or that you know to be untrue, will be treated as misconduct and dealt with under our Disciplinary Procedure.

## **Schedule 10 DRESS CODE**

### **1. ABOUT THIS POLICY**

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

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

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

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

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

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

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

### **2. APPEARANCE**

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

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

**2.3** Different departments may have specific clothing requirements, for example, because their work is customer-facing or raises particular health and safety concerns. It is important that you dress in a manner appropriate to your working environment and the type of work you do.

**2.4** All employees in customer facing roles should wear smart business attire or business casual attire.

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

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

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

**2.8** Where we provide safety clothing and equipment, including protective footwear, it should be worn or used as appropriate and directed.



**2.9** You should not wear clothing or jewellery that could present a health and safety risk.

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

### **3. RELIGIOUS AND CULTURAL DRESS**

**3.1** You may wear appropriate religious and cultural dress (including clerical collars, head scarves, skullcaps and turbans) unless it creates a health and safety risk to you or any other person or otherwise breaches this policy.

**3.2** Where necessary your line manager can give further information and guidance on cultural and religious dress in the workplace.

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

## Schedule 11 EXPENSES POLICY

### 1. ABOUT THIS POLICY

**1.1** This policy deals with claims for reimbursement of expenses, including travel, accommodation, hospitality, and mileage, workplace parking, and work-from-home.

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

**1.3.** This policy applies to in-house staff. It also applies to umbrella staff, but only where and to the extent agreed in an individual expense plan (0).

### 2. REIMBURSEMENT OF EXPENSES

**2.1** We will reimburse expenses properly incurred in accordance with this policy. Any attempt to claim expenses fraudulently or otherwise in breach of this policy may result in disciplinary action.

**2.2** Expenses will only be reimbursed if they are:

- (a) submitted to the Accounts Department on the appropriate claim form;
- (b) submitted within 28 days of being incurred;
- (c) supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and
- (d) authorised in advance where required.

**2.3** Claims for authorised expenses submitted in accordance with this policy will be paid directly into your bank/building society account via payroll.

**2.4** Any questions about the reimbursement of expenses should be put to your line manager or the Accounts Department before you incur the relevant costs.

### 3. TRAVEL EXPENSES

**3.1** We will reimburse the reasonable cost of necessary travel in connection with our business. The most economic means of travel should be chosen if practicable and you should use existing travelcards or season tickets wherever possible. The following are not treated as travel in connection with our business:

- (a) travel between your home and usual place of work;
- (b) travel which is mainly for your own purposes; and
- (c) travel which, while undertaken on our behalf, is similar or equivalent to travel between your home and your usual place of work.

**3.2 Trains.** We will reimburse the cost of standard class travel on submission of a receipt with an expenses claim form.

**3.3 Taxis.** We do not expect you to take a taxi when there is public transport available, unless it is cost effective due to a significant saving of journey time or the number of staff travelling together. A receipt should be obtained for submission with an expenses claim form.

**3.4 Car.** Where it is cost effective for you to use your car for business travel, and you have been authorised to do so, you can claim a mileage allowance on proof of mileage. Details of the current mileage rates can be obtained from the Accounts Department. You can also claim for any necessary parking costs which must be supported by a receipt or the display ticket.

**3.5 Air travel.** If you are required to travel by plane in the course of your duties you should discuss travel arrangements with your line manager or the Accounts Department in advance.

**3.6** We will not reimburse penalty fares or fines for parking or driving offences, other than at our discretion in exceptional circumstances.

#### **4. ACCOMMODATION AND OTHER OVERNIGHT EXPENSES**

**4.1** If you are required to stay away overnight in the course of your duties you should discuss accommodation arrangements with your line manager or the Accounts Department in advance. Accommodation will be reimbursed if pre-agreed.

#### **5. ENTERTAINING CLIENTS OR CUSTOMERS**

**5.1** You may entertain actual or prospective clients or customers only where your proposal and an appropriate budget has been agreed in writing in advance with your line manager. Receipts must be submitted in full with your expenses claim.

**5.2** You must also ensure that the provision of any such hospitality in the circumstances complies with our Anti-Corruption and Bribery Policy.

## Schedule 12 EXPENSES POLICY FOR UMBRELLA STAFF

### 1. ABOUT THIS POLICY

**1.1** This policy deals with claims for reimbursement of expenses by Umbrella staff.

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

### 2. PRINCIPLES

**2.1** Whether expenses can be repaid, and what expenses may be repaid, will vary from case to case, according to a range of factors, including:

(a) the nature and type of expense;

(b) the source from which it is to be repaid (whether the cost of the expense is to be covered in full by the agency or client, or whether it is to be repaid from company funds);

(c) the type of contract under which you are engaged, and the agreed payment basis for your current assignment;

(d) whether (in the case of travel and subsistence expenses for journeys to and from a workplace) that workplace qualifies as 'temporary';

(e) whether or not, as to the way in which you work, you are subject to (or to the right of) supervision, direction, or control by any person (this often affects whether or not a workplace can properly be treated as 'temporary');

(f) whether we have entered a Fixed Expense Pot ('FEP') agreement with you at the start of an entire assignment;

### 3. INDIVIDUAL EXPENSE PLAN

**3.1** We are willing to discuss with you, in relation to each assignment, whether or not any expenses can properly be repaid, with a view to arriving at an Individual Expense Plan.

**3.2.** Where we agree that expenses can properly be reimbursed, 0 will also apply;

**3.3** Under an Individual Expense Plan, we may agree to reimburse to you authorised expenses actually and reasonably incurred in the performance of your duties in accordance with our current expenses policies, provided

(a) we are satisfied that the reimbursement would not offend against any applicable salary sacrifice or other legislative requirements;

(b) we are satisfied that the expense claimed can legitimately be reimbursed without deduction of tax and NIC;

(c) both the nature of the expense and the amount are (where practicable, and where applicable) agreed in advance;

(d) you comply with our current rules and procedures for expense claims; and

(e) the claim is (unless our current expenses policy states otherwise) accompanied by receipts, and is submitted at the same time as any timesheet for the period in question.

**3.4.** Any claim for expenses which are expected to be passed on to the Client may only be made direct to the Client if the Client's expense procedures require that you do so; and if you make any such expense claim direct to the Client, you must provide us with a copy of every such claim, and with such further details as we may require, to enable us to comply with our own legal obligations.

## Schedule 13 FLEXIBLE WORKING POLICY

### 1. ABOUT THIS POLICY

**1.1** This flexible working policy gives eligible employees an opportunity to request a change to their working pattern.

**1.2** We will deal with flexible working requests in a reasonable manner and within a reasonable time. In any event the time between making a request and notifying you of a final decision (including the outcome of any appeal) will be less than three months unless we have agreed a longer period with you.

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

### 2. ELIGIBILITY

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

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

### 3. WHAT IS A FLEXIBLE WORKING REQUEST?

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

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

### 4. MAKING A FLEXIBLE WORKING REQUEST

**4.1** Your flexible working request should be submitted to your manager in writing and dated. It should:

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

### 5. MEETING

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

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

### 6. DECISION

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

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

**6.3** If we cannot immediately accept your request we may require you to undertake a trial period before reaching a

final decision on your request.

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

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

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

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

## **7. APPEAL**

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

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

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

**7.4** 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.

## **Schedule 14 GRIEVANCE PROCEDURE**

### **1. ABOUT THIS PROCEDURE**

**1.1** Most grievances can be resolved quickly and informally through discussion with your line manager. If this does not resolve the problem you should initiate the formal procedure set out below.

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

**1.3** This procedure does not form part of any contract. It may be amended at any time and we may depart from it depending on the circumstances of any case.

**1.4** The Grievance procedures applicable to you at the date of your engagement contract can be found appended to that contract.

## **Schedule 15 HEALTH AND SAFETY POLICY**

### **1. ABOUT THIS POLICY**

**1.1** This policy sets out our arrangements for ensuring we meet our health and safety obligations to staff and anyone visiting our premises or affected by our work.

**1.2** The Managing Director has overall responsibility for health and safety and the operation of this policy.

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

### **2. YOUR RESPONSIBILITIES**

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

**2.2** You should report any health and safety concerns immediately to your line manager.

**2.3** You must co-operate with managers on health and safety matters, including the investigation of any incident.

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

### **3. INFORMATION AND CONSULTATION**

**3.1** We will inform and consult your elected workplace safety representatives or directly with all staff regarding health and safety matters.

### **4. TRAINING**

**4.1** We will ensure that you are given adequate training and supervision to perform your work competently and safely.

**4.2** Staff will be given a health and safety induction and provided with appropriate safety training, which may include where appropriate manual handling, control of substances hazardous to health (COSHH), working at height, asbestos awareness, gas safety, electrical safety and the use of personal protective equipment (PPE).

### **5. EQUIPMENT**

**5.1** You must use equipment in accordance with any instructions given to you. Any equipment fault or damage must immediately be reported to your line manager. Do not attempt to repair equipment unless trained to do so.

### **6. ACCIDENTS AND FIRST AID**

**6.1** Details of first aid facilities and the names of trained first aiders are displayed on the notice boards.

**6.2** All accidents and injuries at work, however minor, should be reported to your manager and recorded in the Accident Book which is kept in our head office in Liverpool.

### **7. FIRE SAFETY**

**7.1** All staff should familiarise themselves with the fire safety instructions, which are displayed on notice boards and near fire exits in the workplace.

**7.2** If you hear a fire alarm, leave the building immediately by the nearest fire exit and go to the fire assembly point shown on the fire safety notices.

**7.3** Fire drills will be held at least every 12 months and must be taken seriously. We also carry out regular fire risk assessments and regular checks of fire extinguishers, fire alarms, escape routes and emergency lighting.

### **8. RISK ASSESSMENTS AND MEASURES TO CONTROL RISK**

**8.1** We carry out general workplace risk assessments periodically. The purpose is to assess the risks to health and



safety of employees, visitors and other third parties as a result of our activities, and to identify any measures that need to be taken to control those risks.

## **9. COMPUTERS AND DISPLAY SCREEN EQUIPMENT**

**9.1** If you use a computer screen or other display screen equipment (DSE) as a significant part of your work, you are entitled to a workstation assessment and regular eyesight tests by an optician at our expense.

**9.2** Further information on workstation assessments, eye tests and the use of DSE can be obtained from your manager.

## **Schedule 16 HEALTH AND SAFETY POLICY FOR WORKERS WORKING ON ASSIGNMENT ON CLIENT SITES**

### **1 ABOUT THIS POLICY**

**1.1** This policy sets out our arrangements for ensuring we meet our health and safety obligations to staff.

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

**1.3** The directors have overall responsibility for health and safety and the operation of this policy.

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

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

### **2 YOUR RESPONSIBILITIES**

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

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

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

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

### **3 INFORMATION AND CONSULTATION**

**3.1** We will inform and consult with all potentially affected staff regarding health and safety matters.

### **4 TRAINING**

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

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

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

### **5 EQUIPMENT**

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

### **6 ACCIDENTS AND FIRST AID**

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

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

(i) reported to the appropriate person at the Client to whom you are for the time being assigned and recorded in the Client's Accident Book; and

(ii) reported to any one of our directors and recorded in our own Accident Book (which is kept at our head office).

## **7 FIRE SAFETY**

**7.1** You should familiarise themselves with the fire safety instructions applicable to the premises of the Client to whom you are for the time being assigned, which will be displayed on notice boards and near fire exits in the workplace.

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

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

## **8 RISK ASSESSMENTS AND MEASURES TO CONTROL RISK**

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

## **9 COMPUTERS AND DISPLAY SCREEN EQUIPMENT**

**9.1** If you use a computer screen or other display screen equipment (DSE) as a significant part of your work, you are entitled to a workstation assessment and regular eyesight tests by an optician at our expense.

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

## Schedule 17 HOLIDAYS POLICY (for those who are *NOT* 'irregular hours workers' or 'part-year workers')

### 1. ABOUT THIS POLICY

**1.1** This policy sets out our arrangements for staff wishing to take holidays (also known as annual leave).

**1.2** This policy covers all in-house employees at all levels and grades, including full-time, part-time, permanent and fixed-term employees, managers, directors, trainees, and homeworkers. It also applies in the case of Umbrella staff working on client sites, subject (a) to the terms of their engagement contracts, and (b) to their compliance with any applicable client policies, unless (as is likely) such staff fall into either or both of the new categories of 'irregular hours worker' or 'part-year worker', in which case the separate **Schedule 18** 'Holidays Policy (irregular hours workers and part-year workers)' will apply to such individuals from that date, instead of this policy.

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

### 2. YOUR HOLIDAY ENTITLEMENT

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

**2.2** Unless otherwise set out in your employment contract, you are entitled to 5.6 weeks (28 days, for those working a 5-day week, or the pro rata equivalent for part time workers) paid holiday in each holiday year, or the pro rata equivalent if you work part time. This includes public holidays in England and Wales or days in lieu where we require staff to work on a public holiday.

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

**2.4** 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.

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

(a) in cases involving sickness absence, as set out in [Paragraph 5](#);

(b) in cases of maternity, paternity, adoption, parental or shared parental leave, as set out in [Paragraph 6](#);

(c) if otherwise required by law.

### 3. TAKING HOLIDAY

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

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

### 4. SICKNESS DURING PERIODS OF HOLIDAY

**4.1** If you are sick or injured during a holiday period and would have been incapable of work, you may choose to treat the period of incapacity as sick leave and reclaim the affected days of holiday.

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

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

## **5. LONG-TERM SICKNESS ABSENCE AND HOLIDAY ENTITLEMENT**

**5.1** Holiday entitlement continues to accrue during periods of sick leave.

**5.2** 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.

**5.3** 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 who has taken two weeks' holiday plus two bank holidays before starting long-term sick leave can only carry over one week and three days. This limit does not affect your right to carry over holiday under [Paragraph 2.5](#).

**5.4** 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.

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

## **6. FAMILY / STATUTORY LEAVE AND HOLIDAY ENTITLEMENT**

**6.1** Holiday entitlement continues to accrue during periods of maternity, paternity, adoption, parental or shared parental leave (referred to collectively in this policy as family/statutory leave).

**6.2** If you are planning a period of family/statutory 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/statutory leave. Any holiday entitlement for the year that cannot reasonably be taken before starting your family/statutory leave can be carried over to the next holiday year.

**6.3** For the avoidance of doubt this covers your full holiday entitlement.

**6.4** Any holiday carried over should be taken immediately before returning to work.

## **7. ARRANGEMENTS ON TERMINATION**

**7.1** On termination of employment you may be required to use any remaining holiday entitlement during your notice period. 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. You are entitled to be paid at a rate of 1/260th of your full-time equivalent basic salary for each day of untaken entitlement.

**7.2** If your normal remuneration in the fifty-two weeks prior to the date on which your employment terminates also includes any element of pay which is variable, this element will be factored into the calculation of your final holiday payment. For each day of untaken holiday entitlement, you are entitled to be paid at a rate of 1/260th of your normal remuneration in the last 52 weeks of your employment instead of the rate stated in [Paragraph 7.1](#).

## Schedule 18 HOLIDAYS POLICY ('irregular hours workers' and 'part-year workers')

### 1. ABOUT THIS POLICY

**1.1** This policy sets out our arrangements for staff wishing to take holidays (also known as annual leave).

**1.2** This policy covers only those who fall into either or both of the new categories of 'irregular hours worker' or 'part-year worker'.

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

### 2. YOUR HOLIDAY ENTITLEMENT

**2.1** The company's holiday year runs from 1st April.

**2.2** Unless otherwise set out in your employment / engagement contract or Assignment Schedule,

- your paid leave entitlement during a pay period in which you **have not** been on sick or (if you are an employee) statutory leave will be calculated in hours, and will accrue at the rate of 12.07% of the number of hours worked during the pay period;
- your paid leave entitlement during a pay period in which you **have** been on sick or statutory leave will be calculated in hours, and will accrue at the rate of 12.07% of the historic average number of weekly hours worked (disregarding weeks during all or part of which you were on sick or statutory leave), multiplied by the number of weeks in the pay period;
- your paid leave entitlement is subject to a maximum of 28 days per year;
- the number of hours of paid leave accruing during a pay period will be subject to rounding to a whole number of hours; less than 30 minutes will be rounded down, and 30 minutes or more will be rounded up.

**2.3** The rate at which you will be paid for such paid leave will be based on your average historic earnings per hour.

**2.4** 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.

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

(a) in cases involving sickness absence, as set out in [Paragraph 5](#);

(b) in cases of maternity, paternity, adoption, parental or shared parental leave, as set out in [Paragraph 6](#) (*this only applies to employees, and not to 'limb (b) workers'*);

(c) if otherwise required by law.

### 3. TAKING HOLIDAY

**3.1** All holiday must be approved in advance by your line manager or the client on whose site or for whom you are working. Please give as much notice as possible of holiday requests. You should not make travel bookings until approval has been given.

**3.2** We may require you to take (or not to take) holiday on particular dates, including during any notice period.

### 4. SICKNESS DURING PERIODS OF HOLIDAY

**4.1** If you are sick or injured during a holiday period and would have been incapable of work, you may choose to treat the period of incapacity as sick leave and reclaim the affected days of holiday.

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

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

## **5. SICKNESS ABSENCE AND HOLIDAY ENTITLEMENT**

**5.1** Holiday entitlement continues to accrue during periods of sick leave (see section 2 of this policy).

**5.2** 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.

**5.3** 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.

## **6. FAMILY / STATUTORY LEAVE AND HOLIDAY ENTITLEMENT (only applies to employees, not to 'limb (b) workers')**

**6.1** If you are an employee and not a 'limb (b) worker', you may be entitled to family/statutory leave. Holiday entitlement continues to accrue during periods of maternity, paternity, adoption, parental or shared parental leave (referred to collectively in this policy as family/statutory leave) (see section 2 of this policy).

**6.2** If you are planning a period of family/statutory 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/statutory leave. Any holiday entitlement for the year that cannot reasonably be taken before starting your family/statutory leave can be carried over to the next holiday year.

**6.3** Any holiday that is carried over under this rule but is not taken by the end of the holiday year after the the holiday year in which it accrued will be lost.

## **7. ARRANGEMENTS ON TERMINATION**

**7.1** On termination of employment, 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.

## **8. ACCRUED, ADVANCED, AND ROLLED-UP HOLIDAY PAY**

**8.1.** We may offer you the choice of having your holiday pay accrued or advanced. If we do, you may change your decision by notifying us at any time.

- If your holiday pay is accrued, it will be retained by us and then paid at such time as you take holiday.
- If your holiday pay is advanced, we will advance the accrued amount to you each time we pay you; the advance will be deemed to be repaid as and when you take holiday, and so you will be due no further payment at that time. The amount advanced will be shown on your payslip.

**8.2.** Alternatively, we may choose to roll up your holiday pay. If we do, and if we then

- calculate your holiday pay as a 12.07% uplift to your remuneration for work done, and pay it each pay period
- in each pay period whilst you are on sick or statutory leave, pay you an amount equal to a historic average of the amount of holiday pay paid during previous pay periods, and
- show the amount so paid on an itemized payslip,

then we will be discharged from our obligations to pay you holiday pay.

## **Schedule 19 IT AND COMMUNICATIONS SYSTEMS POLICY**

### **1. ABOUT THIS POLICY**

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

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

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

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

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

### **2. EQUIPMENT SECURITY AND PASSWORDS**

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

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

**2.3** If you are away from your desk you should log out or lock your computer. You must log out and shut down your computer at the end of each working day.

### **3. SYSTEMS AND DATA SECURITY**

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

**3.2** You must not download or install software from external sources without authorisation from the Operations Manager. Downloading unauthorised software may interfere with our systems and may introduce viruses or other malware.

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

**3.4** We monitor all e-mails passing through our system for viruses. You should exercise particular caution when opening unsolicited e-mails from unknown sources. If an e-mail looks suspicious do not reply to it, open any attachments or click any links in it.

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

### **4. E-MAIL**

**4.1** Adopt a professional tone and observe appropriate etiquette when communicating with third parties by e-mail. You should also include our standard e-mail signature and disclaimer.

**4.2** Remember that e-mails can be used in legal proceedings and that even deleted e-mails may remain on the system and be capable of being retrieved.

**4.3** You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate e-mails.

**4.4** You should not:

- (a)** send or forward private e-mails at work which you would not want a third party to read;



## Bright Sky Umbrella Limited - Policies and Staff Handbook - December 2024 edition

(b) send or forward chain mail, junk mail, cartoons, jokes or gossip;

(c) contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to others who do not have a real need to receive them; or

(d) send messages from another person's e-mail address (unless authorised) or under an assumed name.

**4.5** Do not use your own personal e-mail account to send or receive e-mail for the purposes of our business. Only use the e-mail account we have provided for you.

**4.6** We do not permit access to web-based personal e-mail such as Gmail or Hotmail on our computer systems at any time due to additional security risks.

### 5. USING THE INTERNET

**5.1** Internet access is provided solely for business purposes. Occasional personal use may be permitted as set out in [Paragraph 6](#).

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

**5.3** We may block or restrict access to some websites at our discretion.

### 6. PERSONAL USE OF OUR SYSTEMS

**6.1** We permit the incidental use of our systems to send personal e-mail, browse the internet and make personal telephone calls subject to certain conditions. Personal use is a privilege and not a right. It must not be overused or abused. We may withdraw permission for it at any time or restrict access at our discretion.

**6.2** Personal use must meet the following conditions:

(a) it must be minimal and take place exclusively outside of normal working hours (that is, during your lunch break, and before or after work);

(b) personal e-mails should be labelled "personal" in the subject header;

(c) it must not affect your work or interfere with the business;

(d) it must not commit us to any marginal costs; and

(e) it must comply with our policies including the Equal Opportunities Policy, Anti-harassment and Bullying Policy, Data Protection Policy and Disciplinary Procedure.

### 7. MONITORING

**7.1** Our systems enable us to monitor telephone, e-mail, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, your use of our systems including the telephone and computer systems (including any personal use) may be continually monitored by automated software or otherwise.

**7.2** We reserve the right to retrieve the contents of e-mail messages or check internet usage (including pages visited and searches made) as reasonably necessary in the interests of the business, including for the following purposes (this list is not exhaustive):

(a) to monitor whether the use of the e-mail system or the internet is legitimate and in accordance with this policy;

(b) to find lost messages or to retrieve messages lost due to computer failure;

(c) to assist in the investigation of alleged wrongdoing; or

- (d) to comply with any legal obligation.

## **8. PROHIBITED USE OF OUR SYSTEMS**

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

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

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

## Schedule 20 MATERNITY POLICY

### 1. ABOUT THIS POLICY

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

**1.2** Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in our Time off for Antenatal Appointments Policy.

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

**1.4** This policy only applies to employees and does not apply to Umbrella workers (who are not employees, and may otherwise be called 'limb (b) workers'), agency workers, or self-employed contractors, save only that Umbrella workers (who are not employees, and who may otherwise be called limb (b) workers) may be entitled to SMP, subject to conditions.

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

### 2. ENTITLEMENT TO MATERNITY LEAVE

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

### 3. NOTIFICATION

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

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

(a) the week in which your doctor or midwife expects you to give birth (**Expected Week of Childbirth**); and

(b) the date on which you would like to start your maternity leave (**Intended Start Date**).

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

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

### 4. STARTING MATERNITY LEAVE

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

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

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

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

social events.

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

## **5. MATERNITY PAY**

**5.1** Statutory maternity pay (**SMP**) is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. The first six weeks SMP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year.

## **6. DURING MATERNITY LEAVE**

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

**6.2** Holiday entitlement will continue to accrue during maternity leave, for so long as the contract under which we have engaged you continues. If your maternity leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your maternity leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.

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

## **7. KEEPING IN TOUCH**

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

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

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

## **8. RETURNING TO WORK**

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

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

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

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

## **Schedule 21 OPT-OUT POLICY (CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESSES REGULATIONS 2003)**

### **1. ABOUT THIS POLICY**

**1.1** This policy deals with the company's policy in relation to the opting out by Umbrella staff and the company from the provisions of the Conduct of Employment Agencies and Employment businesses Regulations 2003 (often called the 'Conduct Regulations'). It applies equally in relation to the opting out by CIS and other freelance workers and the company from these provisions.

**1.2** This policy applies to the way in which the company ensures that its Umbrella staff have freedom to choose whether or not to exercise such rights as they may have to opt out of these regulations.

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

### **2. PRINCIPLES**

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

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

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

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

**2.5** Our employment or engagement contract for Umbrella staff includes a provision stating that the worker, as a default position, wishes to opt out, where opting out is legally permitted; but this default position may be overridden, on an assignment-by-assignment basis. The same applies to the hire-on contracts in the Egos package, for use between Umbrella and agency.

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

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

**2.8** This means that we should confirm to the agency on an assignment-by-assignment basis whether or not we and the worker have agreed to opt out. If opting out, to be effective, this confirmation must be notified to the agency (and by the agency to the client) before the worker is introduced or supplied to the client.

**2.9** The agency contract should be checked before signing, to ensure that the contract does not itself contain any provisions purporting to agree to opt out which might conflict with the worker's wishes.

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

**2.11.** Where the Egos contract is used between Umbrella and Agency, the Assignment Schedule contains a similar provision. This should be completed appropriately.

**2.12.** If a worker, who has previously notified us that (s)he wants to opt out, tells us that (s)he wishes to withdraw that opt out, and in the future opt in, we should tell the agency straightaway; however, the opt out will remain in force until the worker ceases to work in that position for that client.

**2.13.** Likewise, if a worker, who has previously notified us that (s)he **does not** to opt out, tells us that (s)he wishes to opt out, and in the future opt out, we should tell the agency straightaway; however, the 'opt in' will remain in force until the worker ceases to work in that position for that client.

## Schedule 22 PARENTAL BEREAVEMENT LEAVE POLICY

### 1. ABOUT THIS POLICY

- 1.1 This policy sets out the arrangements for parental bereavement leave, which is a type of compassionate leave intended to help employees deal with the death of a child or a stillbirth after at least 24 weeks of pregnancy.
- 1.2 For compassionate leave in other circumstances please see our Compassionate Leave Policy.
- 1.3 This policy only applies to employees and does not apply to Umbrella workers (who are not employees, and may otherwise be called 'limb (b) workers'), agency workers, or self-employed contractors, save only that Umbrella workers (who are not employees, and who may otherwise be called limb (b) workers) may be entitled to SPBP, subject to conditions.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### 2. ENTITLEMENT TO PARENTAL BEREAVEMENT LEAVE

- 2.1 You may be entitled to parental bereavement leave if your child or a child in your care has died or been stillborn after 24 weeks of pregnancy.
- 2.2 Parental bereavement leave can be one week, two consecutive weeks, or two separate weeks. It can be taken at any time during the first 56 weeks after the child's death.
- 2.3 Further unpaid compassionate leave may be available under our Compassionate Leave Policy at our discretion. Please speak to your manager if you require further time off in addition to parental bereavement leave.

### 3. PARENTAL BEREAVEMENT PAY

- 3.1 You may qualify for statutory parental bereavement pay (SPBP) during parental bereavement leave if:
- (a) you have at least 26 weeks' continuous employment ending on the Saturday before the child died; and
  - (b) you earn at least the lower earnings limit for class 1 national insurance contributions.
- 3.2 SPBP is only payable in respect of whole weeks of leave, at the same rate as statutory paternity pay. The rate is set by the government each tax year.

### 4. LEAVE IN THE FIRST EIGHT WEEKS

- 4.1 In the first eight weeks after a child has died, there is no need to give advance notice to take parental bereavement leave. Please notify your line manager as soon as you can on the day you want your leave to start, preferably before the time you would normally start work, where possible. Someone can do this on your behalf if necessary.
- 4.2 If you have already started work, then your parental bereavement leave period will start on the following day. [We would usually allow you to take the rest of the day off as compassionate leave.]
- 4.3 You can cancel any planned parental bereavement leave in the first eight weeks by telling us at any time before the leave starts, and no later than the time you would normally start work on the first day of the leave period. You cannot cancel leave once it has started.

### 5. LEAVE AFTER MORE THAN EIGHT WEEKS

- 5.1 To take parental bereavement leave more than eight weeks after the child has died, please give your line manager at least a week's written notice.
- 5.2 Parental bereavement leave can be cancelled with a week's written notice, and can be re-booked by giving a week's written notice.

### 6. WRITTEN CONFIRMATION

## **Bright Sky Umbrella Limited - Policies and Staff Handbook - December 2024 edition**

6.1 We will ask you to confirm the following information in writing within 28 days of starting any period of parental bereavement leave:

- (a) your name;
- (b) the date the child died or was stillborn;
- (c) the dates of paid or unpaid parental bereavement leave taken; and
- (d) your relationship to the child.



## Schedule 23 PARENTAL LEAVE POLICY

### 1. ABOUT THIS POLICY

**1.1** This policy summarises the statutory right of employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.

**1.2** This policy only applies to employees and does not apply to Umbrella workers (who are not employees, and may otherwise be called 'limb (b) workers'), agency workers, or self-employed contractors.

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

### 2. ENTITLEMENT TO PARENTAL LEAVE

**2.1** To be eligible for parental leave, you must:

- (a)** have at least one year's continuous employment with us;
- (b)** have or expect to have responsibility for a child; and
- (c)** be taking the leave to spend time with or otherwise care for the child.

**2.2** You have responsibility for a child if you are the biological or adoptive parent or have legal parental responsibility in some other way, for example under a court order.

**2.3** Eligible employees are entitled to take up to 18 weeks' parental leave in relation to each child.

**2.4** You must tell us of any parental leave you have taken while working for another employer as this counts towards your 18-week entitlement.

### 3. TAKING PARENTAL LEAVE

**3.1** In most cases, parental leave can only be taken in blocks of a week or a whole number of weeks, and you may not take more than four weeks' parental leave a year in relation to each child. Parental leave can be taken up to the child's 18th birthday.

**3.2** Special rules apply where your child is disabled, which for these purposes means entitled to a disability living allowance, armed forces independence allowance or personal independence payment. You can take parental leave in respect of that child in blocks of less than one week. However, there is still a limit of 4 weeks a year for each child and 18 weeks in total for each child.

### 4. NOTIFICATION REQUIREMENTS

**4.1** You must notify your line manager of your intention to take parental leave at least 21 days in advance. It would be helpful if you can give this notice in writing. Your notification should include the start and end dates of the requested period of leave.

**4.2** If you wish to start parental leave immediately on the birth of a child, you must give notice at least 21 days before the expected week of childbirth.

**4.3** If you wish to start parental leave immediately on having a child placed with you for adoption, you should give notice at least 21 days before the expected week of placement, or if this is not possible, give as much notice as you can.

### 5. EVIDENCE OF ENTITLEMENT

**5.1** We may ask to see evidence of:

- (a)** your responsibility or expected responsibility for the child such as birth certificate, adoption or matching certificate, parental responsibility agreement or court order.
- (b)** the child's date of birth or date of adoption placement.

## **6. OUR RIGHT TO POSTPONE PARENTAL LEAVE**

**6.1** Although we will try to accommodate your request for parental leave, we may postpone your requested leave where it would unduly disrupt our business (for example, if it would leave us short-staffed or unable to complete work on time).

**6.2** We will discuss alternative dates with you, and notify you in writing of the reason for postponement and the new start and end dates, within seven days of receiving your request for parental leave.

**6.3** We cannot postpone parental leave if you have requested it to start immediately on the birth or adoption of a child.

**6.4** We cannot postpone parental leave for more than six months, or beyond the child's 18th birthday (if sooner).

## **7. TERMS AND CONDITIONS DURING PARENTAL LEAVE**

**7.1** Parental leave is unpaid. You will not be entitled to employer pension contributions in respect of the period of leave.

**7.2** Your employment contract will remain in force, and holiday entitlement will continue to accrue. You will remain bound by your duties of good faith and confidentiality, and any contractual restrictions on accepting gifts and benefits, or working for another business.

## Schedule 24 PATERNITY POLICY

### 1. ABOUT THIS POLICY

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

**1.2** This policy only applies to employees and does not apply to Umbrella workers (who are not employees, and may otherwise be called 'limb (b) workers'), agency workers, or self-employed contractors, save only that Umbrella workers (who are not employees, and who may otherwise be called limb (b) workers) may be entitled to SPP, subject to conditions..

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

### 2. ENTITLEMENT TO PATERNITY LEAVE

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

(a) you are the biological father and will have some responsibility for the child's upbringing; or

(b) you are the partner (that is, spouse, civil partner or cohabiting partner) of the mother and will have the main responsibility (with the mother) for the child's upbringing; or

(c) the child is born to a surrogate mother where you are, or your partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your partner legal responsibility for the child.

**2.2** Paternity leave is available where a child is placed with you for adoption by an adoption agency, if you have been continuously employed by us for at least 26 weeks ending with the week in which the agency notifies you that you have been matched with a child.

**2.3.** In adoption or surrogacy cases you may be entitled to take adoption leave instead (see our Adoption Policy). However, adoption leave may only be taken by one parent. Paternity leave is available to the other parent (of either sex).

### 3. TAKING PATERNITY LEAVE

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

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

(a) the Expected Week of Childbirth;

(b) whether you intend to take one week or two weeks' leave; and

(c) when you would like your leave to start.

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

### 4. PATERNITY PAY

**4.1** Statutory paternity pay (**SPP**) is payable during paternity leave provided you have at least 26 weeks' continuous employment ending with the **Qualifying Week** (the 15th week before the Expected Week of Childbirth or the week in which the adoption agency notified you of a match) and your average earnings are not less than the lower earnings

limit set by the government each tax year. The rate of SPP is set by the government each tax year.

## **5. DURING PATERNITY LEAVE**

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

**5.2** Holiday entitlement will continue to accrue during paternity leave. If your paternity leave continues into the next holiday year, any remaining holiday that cannot reasonably be taken before your paternity leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise.

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

**Schedule 25 PRIVACY STANDARD (DATA PROTECTION POLICY)**

The company's Privacy Standard (Data Protection Policy) is maintained as a separate document. A copy of it can be viewed as part of your engagement documentation / provided on request. It is non-contractual, and may be changed by us at any time.

**Schedule 26 PRIVACY NOTICE FOR EMPLOYEES, WORKERS AND FREELANCE CONTRACTORS**

The Company's Employee, Worker, and Freelance Contractor Data Protection and Privacy Notice is maintained as a separate document. A copy of it has been provided separately to you. It is non-contractual, and may be changed by us at any time.

## Schedule 27 SEXUAL HARASSMENT POLICY

### 1. Policy statement

1.1 We are committed to providing a working environment free from sexual harassment and ensuring all staff are treated, and treat others, with dignity and respect. We recognise that sexual harassment can occur both in and outside the workplace, such as on business trips, or at work-related events or social functions, or on social media.

1.1. Sexual harassment or victimisation of any member of staff, or anyone they come into contact with during the course of their work, is unlawful and will not be tolerated.

1.2. The law requires employers to take reasonable steps to prevent sexual harassment of their staff during the course of their employment.

1.3. We will take active steps to help prevent the sexual harassment and victimisation of all staff.

1.4. Anyone who is a victim of, or witness to, sexual harassment is encouraged to report it in accordance with this policy.

1.5. This will enable us to take appropriate action and provide support. Sexual harassment can result in legal liability for both the business and the perpetrator, whether they work for us or are a third party outside of our control.

1.6. Sexual harassment and victimisation may result in disciplinary action up to and including dismissal.

### 2. About this policy

2.1. The purpose of this policy is to set out a framework for line managers to deal with any sexual harassment that occurs

2.1.1. by staff

2.1.2. by third parties such as customers, suppliers or visitors to our premises, and

2.1.3. by agencies, end-clients, and anyone with whom staff may come into contact in the course of their work.

2.2. This policy does not form part of any contract of employment or contract to provide services, and we may amend it at any time.

### 3. Who does this policy apply to?

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

### 4. Who is responsible for this policy?

4.1. The board of directors (**Board**) has overall responsibility for the effective operation of this policy. Suggestions for change should be reported to any director.

4.2. Line managers have day-to-day responsibility for this policy and you should refer any questions about this policy to them in the first instance.

4.3. This policy is reviewed annually or as the need arises. We will monitor its effectiveness and implement any changes that may be required.

### 5. What is sexual harassment?

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

5.2. It also includes treating someone less favourably because they have submitted or refused to submit to unwanted conduct of a sexual nature, or that is related to gender reassignment or sex, in the past.

5.3. Sexual harassment may include, for example:

## Bright Sky Umbrella Limited - Policies and Staff Handbook - December 2024 edition

- 5.3.1. unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
- 5.3.2. continued suggestions for sexual activity after it has been made clear that such suggestions are unwelcome;
- 5.3.3. sending or displaying material that is pornographic or that some people may find offensive (including emails, text and Whatsapp messages, video clips and images sent by mobile phone or posted on the internet);
- 5.3.4. unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless); or
- 5.3.5. offensive emails, text or Whatsapp messages, or social media content.
- 5.4. A person may be sexually harassed even if they were not the intended target. For example, a person may be sexually harassed by pornographic images displayed on a colleague's computer in the workplace.
- 5.5. Victimisation includes subjecting a person to a detriment because they have done, or are suspected of doing or intending to do, any of the following protected acts:
  - 5.5.1. Bringing proceedings under the Equality Act 2010.
  - 5.5.2. Giving evidence or information in connection with proceedings under the Equality Act 2010.
  - 5.5.3. Doing any other thing for the purposes of or in connection with the Equality Act 2010.
  - 5.5.4. Alleging that a person has contravened the Equality Act 2010.
- 5.6. Victimisation may include, for example:
  - 5.6.1. Denying someone an opportunity because it is suspected that they intend to make a complaint about sexual harassment.
  - 5.6.2. Excluding someone because they have raised a grievance about sexual harassment.
  - 5.6.3. Failing to promote someone because they accompanied another staff member to a grievance meeting.
  - 5.6.4. Dismissing someone because they gave evidence on behalf of another staff member at an employment tribunal hearing.
- 5.7. Sexual harassment and victimisation are unlawful and will not be tolerated. They may lead to disciplinary action up to and including dismissal if they are committed:
  - 5.7.1. In a work situation.
  - 5.7.2. During any situation related to work, such as at a social event with colleagues.
  - 5.7.3. Against a colleague or other person connected to us outside of a work situation, including on social media.
  - 5.7.4. Against anyone outside of a work situation where the incident is relevant to your suitability to carry out your role.
- 5.8. We will take into account any aggravating factors, such as abuse of power over a more junior colleague, when deciding the appropriate disciplinary action to take.
- 5.9. If any sexual harassment or victimisation of staff occurs, we will take steps to remedy any complaints and to prevent it happening again.
  - 5.9.1. These may include updating relevant policies, providing further staff training and taking disciplinary action against the perpetrator.
- 5.10. Third-party harassment occurs where a person is harassed or sexually harassed by someone who does not work for, and who is not an agent of, the same employer, but with whom they have come into contact during the course of their employment.



## **Bright Sky Umbrella Limited - Policies and Staff Handbook - December 2024 edition**

- 5.10.1. Third-party harassment could include, for example, unwelcome sexual advances from a client, customer or supplier visiting the employer's premises, or where a person is visiting a client, customer or supplier's premises or other location in the course of their employment.
- 5.11. Third-party sexual harassment can result in legal liability and will not be tolerated. The law requires employers to take reasonable steps to prevent sexual harassment by third parties.
  - 5.11.1. Although a member of staff cannot bring a claim for third-party harassment alone, it can still result in legal liability for an employer when raised in other types of claims. All staff are encouraged to report any third-party harassment they are a victim of, or witness, in accordance with this policy.
- 5.12. Any sexual harassment by a member of staff against a third party may lead to disciplinary action up to and including dismissal.
- 5.13. We will take active steps to try to prevent third-party sexual harassment of staff. These may include warning notices to customers or recorded messages at the beginning of telephone calls.
- 5.14. If any third-party harassment of staff occurs, we will take steps to remedy any complaints and to prevent it happening again.
  - 5.14.1. These may include warning the harasser about their behaviour, banning them from our premises, reporting any criminal acts to the police, and sharing information with other branches of the business.

### **6. If you are being sexually harassed: informal steps**

- 6.1. If you are being sexually harassed, consider whether you feel able to raise the problem informally with the person responsible.
  - 6.1.1. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable.
  - 6.1.2. If this is too difficult, you should speak to your line manager or the HR Department, who can provide confidential advice and assistance in resolving the issue formally or informally.
  - 6.1.3. If you feel unable to speak to your line manager because the complaint concerns them, you should speak informally to the HR Department. If this does not resolve the issue, you should follow the formal procedure below.
- 6.2. If you are not certain whether an incident or series of incidents amounts to sexual harassment, you should initially contact your line manager or the HR Department informally for confidential advice.
- 6.3. If informal steps are not appropriate, or have been unsuccessful, you should follow the formal procedure set out below or refer to our Grievance Procedure (if you are an employee), or our Complaints procedure (applicable to limb (b) workers and the self-employed).

### **7. Raising a formal complaint**

- 7.1. If you wish to make a formal complaint about sexual harassment, you should submit it in writing to your line manager. If the matter concerns your line manager, you should submit it to a director.
- 7.2. Your written complaint should set out full details of the conduct in question, including the name of the harasser, the nature of the sexual harassment, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.
- 7.3. If you wish to make a formal complaint about victimisation, you should submit it in writing to your line manager. If the matter concerns your line manager, you should submit it to a director.
- 7.4. Your written complaint should set out full details of the conduct in question, including the name of the person or persons you believe have victimised you, the reason you believe you have been victimised, the nature of the victimisation, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.
- 7.5. As a general principle, the decision whether to progress a complaint is up to you. However, we have a duty to protect all staff and may pursue the matter independently if, in all the circumstances, we consider it appropriate to do so.

**8. If you witness sexual harassment or victimisation**

- 8.1. Staff who witness sexual harassment or victimisation are encouraged to take appropriate steps to address it. Depending on the circumstances, this could include:
  - 8.1.1. Intervening where you feel able to do so.
  - 8.1.2. Supporting the victim to report it or reporting it on their behalf.
  - 8.1.3. Reporting the incident where you feel there may be a continuing risk if you do not report it.
  - 8.1.4. Co-operating in any investigation into the incident.
- 8.2. All witnesses will be provided with appropriate support and will be protected from victimisation.

**9. Formal investigations**

- 9.1. We will investigate complaints in a timely, respectful and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it.
- 9.2. We will arrange a meeting with you, usually within one week of receiving your complaint, so that you can give your account of events.
  - 9.2.1. You have the right to be accompanied by a colleague or a trade union representative of your choice, who must respect the confidentiality of the investigation.
- 9.3. Where your complaint is about an employee, we may consider suspending them on full pay or making other temporary changes to working arrangements pending the outcome of the investigation, if circumstances require. We will also consider what additional action may be appropriate to protect you and other staff pending the outcome of the investigation.
  - 9.3.1. The investigator will also meet with the alleged harasser (who may also be accompanied by a colleague or trade union representative of their choice) to hear their account of events.
  - 9.3.2. They have a right to be told the details of the allegations against them, so that they can respond.
- 9.4. Where your complaint is about someone other than an employee, such as a customer, supplier or visitor, we will consider what action may be appropriate to protect you and other staff pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person.
  - 9.4.1. Where appropriate, we will attempt to discuss the matter with the third party.
- 9.5. We will also consider any request that you make for changes to your own working arrangements during the investigation.
  - 9.5.1. For example, you may ask for changes to your duties or working hours to avoid or minimise contact with the alleged harasser.
- 9.6. It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance of confidentiality will be emphasised to them.
- 9.7. At the end of the investigation, the investigator will submit a report to a senior manager. The senior manager will arrange a meeting with you, usually within a week of receiving the report, in order to discuss the outcome and what action, if any, should be taken.
  - 9.7.1. You have the right to bring a colleague or a trade union representative to the meeting.
  - 9.7.2. A copy of the report and the senior manager's findings will be given to you and to the alleged harasser.

**10. Action following the investigation**

- 10.1. If the senior manager considers that there is a case to answer and the harasser is an employee, the matter will be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Procedure.

## **Bright Sky Umbrella Limited - Policies and Staff Handbook - December 2024 edition**

- 10.1.1. Our investigation into your complaint may be put on hold pending the outcome of the Disciplinary Procedure.
- 10.1.2. Where the disciplinary outcome is that sexual harassment occurred, prompt action will be taken to address it.
- 10.1.3. We will also consider what additional measures need to be taken to prevent future sexual harassment of staff.
- 10.1.4. If the harasser is a third party, such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem and prevent a reoccurrence.
- 10.2. Whether or not your complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the person concerned.
  - 10.2.1. It may be appropriate to arrange some form of mediation or counselling, or to change the duties, working location or reporting lines of one or both parties.
- 10.3. Any staff member who deliberately provides false information in bad faith, or who otherwise acts in bad faith as part of an investigation, may be subject to action under our Disciplinary Procedure.
  - 10.3.1. However, you will not be disciplined or treated detrimentally because your complaint has not been upheld.

### **11. Appeals**

- 11.1. If you are not satisfied with the outcome you may appeal in writing to the Board, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 11.2. We will hold an appeal meeting, normally within one week of receiving your written appeal. Where practicable, the appeal hearing will be conducted by a director who has not been previously involved in the case.
  - 11.2.1. They may ask anyone previously involved to be present.
  - 11.2.2. You have the right to bring a colleague or trade union representative to the meeting.
- 11.3. We will confirm our final decision in writing, usually within one week of the appeal hearing.
  - 11.3.1. This is the end of the procedure and there is no further appeal.

### **12. Protection and support for those involved**

- 12.1. Staff who make complaints, report that they have witnessed wrongdoing, or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result.
  - 12.1.1. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.
- 12.2. If you believe you have suffered any such treatment you should inform your line manager.
  - 12.2.1. If the matter is not remedied, you should raise it formally using our Grievance Procedure (if you are an employee), our Complaints procedure (applicable to limb (b) workers and the self-employed), or this procedure if appropriate.
- 12.3. We will monitor the treatment and outcomes of any complaints of sexual harassment or victimisation we receive to ensure that they are properly investigated and resolved, those who report or act as witnesses are not victimised,
  - 12.3.1. Repeat offenders are dealt with appropriately, cultural clashes are identified and resolved and workforce training is targeted where needed.
- 12.4. Support and guidance can be obtained from the following external services:
  - 12.4.1. The Equality Advisory and Support Service ([www.equalityadvisoryservice.com](http://www.equalityadvisoryservice.com)).
  - 12.4.2. Protect ([www.protect-advice.org.uk](http://www.protect-advice.org.uk)).

12.4.3. Victim support ([www.victimsupport.org.uk](http://www.victimsupport.org.uk)).

12.4.4. Rape crisis ([www.rapecrisis.org.uk](http://www.rapecrisis.org.uk)).

12.4.5. Rights of women (England and Wales) ([www.rightsofwomen.org.uk](http://www.rightsofwomen.org.uk)).

12.4.6. Scottish Women's Rights Centre (Scotland) ([www.scottishwomensrightscentre.org.uk](http://www.scottishwomensrightscentre.org.uk)).

### **13. Reporting outcomes, confidentiality and record-keeping**

13.1. Confidentiality is an important part of the procedures provided under this policy.

13.1.1. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis.

13.1.2. Breach of confidentiality may give rise to disciplinary action under our Disciplinary Procedure.

13.2. When appropriate and possible, where a complaint is upheld, we will advise the complainant of the action that has been taken to address their specific complaint and any measures put in place to prevent a similar event happening again.

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

## Schedule 28 SHARED PARENTAL LEAVE (ADOPTION) POLICY

### 1. ABOUT THIS POLICY

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

**1.2** This policy applies to employees. It does not apply to Umbrella workers (who are not employees, and may otherwise be called 'limb (b) workers'), agency workers, or self-employed contractors, save only that Umbrella workers (who are not employees, and who may otherwise be called limb (b) workers) may be entitled to ShPP, subject to conditions.

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

### 2. FREQUENTLY USED TERMS

**2.1** The definitions in this paragraph apply in this policy.

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

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

### 3. WHAT IS SHARED PARENTAL LEAVE?

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

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

### 4. ENTITLEMENT

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

**4.2** The following conditions must be fulfilled:

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

**(b)** your partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and had average weekly earnings of at least £30 during 13 of those weeks; and

**(c)** you and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay (**SAP**).

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

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

**4.5** The total amount of SPL available is 52 weeks, less the weeks of adoption leave taken by either you or partner

(or the weeks in which your partner has been in receipt of SAP if they were not entitled to adoption leave).

## **5. OPTING IN TO SHARED PARENTAL LEAVE AND PAY**

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

- (a)** your name and your partner's name;
- (b)** if you are taking adoption leave, your adoption leave start and end dates;
- (c)** if you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP;
- (d)** the total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner;
- (e)** how many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (f)** if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken);
- (g)** how many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (h)** an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see [Paragraph 9](#) and paragraph 10 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- (i)** declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

## **6. ENDING YOUR ADOPTION LEAVE**

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

**6.2** You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see [Paragraph 5](#)) or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

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

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

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

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

## **7. ENDING YOUR PARTNER'S ADOPTION LEAVE OR PAY**

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

- (a)** returned to work;

(b) given their employer a curtailment notice to end adoption leave; or

(c) given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

## **9. BOOKING YOUR SPL DATES**

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

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

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

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

**9.5** If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in paragraph 10, below.

**9.6** You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see [Paragraph 11](#)).

## **10. PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL**

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

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

(a) choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or

(b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

## **11. CHANGING THE DATES OR CANCELLING YOUR SPL**

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

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

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

**11.4** You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see [Paragraph 11.2](#) and [Paragraph 11.3](#) above which set out how much notice is required.

**11.5** You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see [Paragraph 11.2](#)

## Bright Sky Umbrella Limited - Policies and Staff Handbook - December 2024 edition

and [Paragraph 11.3](#) above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 10.

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

- (a) the variation is a result of the child being placed with you earlier or later than the expected placement date;
- (b) you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under [Paragraph 10.2](#).
- (c) the variation is at our request; or
- (d) we agree otherwise.

## 12. SHARED PARENTAL PAY

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

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

## 13. OTHER TERMS DURING SHARED PARENTAL LEAVE

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

**13.2** Holiday entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

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

## 14. KEEPING IN TOUCH

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

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

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

## 15. RETURNING TO WORK

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

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



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

**(a)** if your SPL and any adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or

**(b)** if you took SPL consecutively with more than four weeks of ordinary parental leave.

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

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

## Schedule 29 SHARED PARENTAL LEAVE (BIRTH) POLICY

### 1. ABOUT THIS POLICY

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

**1.2** This policy applies to employees. It does not apply to Umbrella workers (who are not employees, and may otherwise be called 'limb (b) workers'), agency workers, or self-employed contractors, save only that Umbrella workers (who are not employees, and who may otherwise be called limb (b) workers) may be entitled to ShPP, subject to conditions.**1.3** This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

### 2. FREQUENTLY USED TERMS

**2.1** The definitions in this paragraph apply in this policy.

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

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

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

**Qualifying Week:** the fifteenth week before the EWC.

### 3. WHAT IS SHARED PARENTAL LEAVE?

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

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

### 4. ENTITLEMENT TO SPL

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

(a) you are the child's mother, and share the main responsibility for the care of the child with the child's father or with your partner;

(b) you are the child's father and share the main responsibility for the care of the child with the child's mother; or

(c) you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

**4.2** The following conditions must also be fulfilled:

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

(b) the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and

(c) you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

**4.3** The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave

(or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).

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

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

## **5. OPTING IN TO SHARED PARENTAL LEAVE AND PAY**

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

- (a)** your name and the name of the other parent;
- (b)** if you are the child's mother, the start and end dates of your maternity leave;
- (c)** if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- (d)** the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- (e)** how many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (f)** if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
- (g)** how many weeks of available ShPP will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (h)** an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see [Paragraph 9](#) and [Paragraph 10](#) for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- (i)** declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

## **6. ENDING YOUR MATERNITY LEAVE**

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

**6.2** You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see [Paragraph 5](#)) or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

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

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

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

## Bright Sky Umbrella Limited - Policies and Staff Handbook - December 2024 edition

after it was given, or up to six weeks after birth, whichever is later; or

(c) if the other parent has died.

**6.5** Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless [Paragraph 6.4\(b\)](#) applies.

### 7. ENDING YOUR PARTNER'S MATERNITY LEAVE OR PAY

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

(a) returned to work;

(b) given her employer a curtailment notice to end her maternity leave;

(c) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or

(d) given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

### 9. BOOKING YOUR SPL DATES

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

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

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

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

**9.5** If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in [Paragraph 10](#), below.

**9.6** You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see [Paragraph 11](#)).

### 10. PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL

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

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

(a) choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or

(b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case the notice will not be counted and you may submit a new one if you choose).

### 11. CHANGING THE DATES OR CANCELLING YOUR SPL

## Bright Sky Umbrella Limited - Policies and Staff Handbook - December 2024 edition

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

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

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

**11.4** You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see [Paragraph 11.2](#) and [Paragraph 11.3](#) above which set out how much notice is required.

**11.5** You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see [Paragraph 11.2](#) and [Paragraph 11.3](#) above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in [Paragraph 10](#).

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

- (a) it is a result of your child being born earlier or later than the EWC;
- (b) you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under [Paragraph 10.2](#).
- (c) it is at our request; or
- (d) we agree otherwise.

## 12. PREMATURE BIRTH

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

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

## 13. SHARED PARENTAL PAY

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

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

## 14. OTHER TERMS DURING SHARED PARENTAL LEAVE

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

**14.2** Holiday entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

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

## **15. KEEPING IN TOUCH**

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

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

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

## **16. RETURNING TO WORK**

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

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

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

**(a)** if your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or

**(b)** if you took SPL consecutively with more than four weeks of ordinary parental leave.

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

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

## Schedule 30 SICKNESS ABSENCE POLICY

### 1. ABOUT THIS POLICY

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

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

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

### 2. REPORTING WHEN YOU ARE SICK

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

### 3. EVIDENCE OF INCAPACITY

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

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

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

### 4. STATUTORY SICK PAY

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

### 6. RETURN-TO-WORK INTERVIEWS

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

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

### 7. MANAGING LONG-TERM OR PERSISTENT ABSENCE

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

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

**7.3** Meetings will be conducted by your line manager.

## **Bright Sky Umbrella Limited - Policies and Staff Handbook - December 2024 edition**

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

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

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

### **8. MEDICAL EXAMINATIONS**

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

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

### **9. INITIAL SICKNESS ABSENCE MEETING**

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

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

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

### **10. IF MATTERS DO NOT IMPROVE**

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

### **11. FINAL SICKNESS ABSENCE MEETING**

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

### **12. APPEALS**

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

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

**12.3** We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

**12.4** The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.



## Schedule 31 SMOKING POLICY

### 1. ABOUT THIS POLICY

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

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

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

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

### 2. WHERE IS SMOKING BANNED?

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

**2.2** No-smoking signs are displayed at the entrances to our workplace.

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

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

### 3. WHERE IS SMOKING PERMITTED?

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

### 4. BREACHES OF THE POLICY

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

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

## Schedule 32 SOCIAL MEDIA POLICY

### 1. ABOUT THIS POLICY

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

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

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

### 2. PERSONAL USE OF SOCIAL MEDIA

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

### 3. PROHIBITED USE

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

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

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

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

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

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

### 4. GUIDELINES FOR RESPONSIBLE USE OF SOCIAL MEDIA

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

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

**4.3** If you disclose your affiliation with us on your profile or in any social media postings, you must state that your views do not represent those of your employer (unless you have been authorised to speak on our behalf as set out in [Paragraph 3.3](#)). You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.

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

**4.5** If you see social media content that disparages or reflects poorly on us, you should contact your manager.

### 5. BREACH OF THIS POLICY

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

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

## Schedule 33 STATEMENT OF ETHICS, AND ANTI-CORRUPTION AND BRIBERY POLICY

### STATEMENT OF ETHICS

Bright Sky Umbrella Limited is an umbrella company that provides payroll services to recruitment agencies in which we employ temporary contract workers under an overarching contract of employment. We operate within the United Kingdom and are based in Liverpool city centre. We pride ourselves on our reputation for acting fairly and ethically wherever we do business. Our reputation is built on our values as a company, the values of our employees and our collective commitment to acting with integrity throughout our organisation.

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

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

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

The Code is for your benefit as much as for that of Bright Sky Umbrella Limited. If convicted of a bribery offence, Bright Sky Umbrella Limited might get a significant fine and suffer lasting reputational damage. If you are convicted of a bribery offence, you could face up to ten years in prison. The potential harm done by bribery, both to Bright Sky Umbrella Limited and to you, is long term and hugely outweighs any potential short term gain. Bribery is just not worth the risk.

If you have any doubts about anything at all, refer to the Code of Conduct or you can speak to me in complete confidence. The Management of Bright Sky Umbrella Limited and I are committed to eradicating corruption and we will stand by you in acting ethically.

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

- **Responsibility.** You are responsible for your actions. If you break the law, you will have to face the consequences - which could mean a fine, imprisonment, or both.
- **Integrity.** Don't compromise your integrity. If you think something is wrong, ALWAYS report it. If you aren't sure, consult the Code of Conduct. Don't ever let yourself be forced into doing something you know or suspect is wrong.
- **Genuineness.** Always pay genuine prices for genuine goods and services. Never pay over the odds. Agents who ask for especially large fees or commissions may do so in order to pay bribes on your behalf. If this happens, you will be responsible. Excessive payments are obvious and will always be uncovered.
- **Honesty.** Act honestly and in good faith at all times and in all aspects of your work.
- **Transparency.** Keep accurate records (including all invoices and receipts) of everything that you do, especially in relation to the payments you make and what they are for. Full and accurate records demonstrate complete transparency and that you have nothing to hide.

Don't bribe. Do the RIGHT thing.

Adam Connell  
Managing Director

## ANTI-CORRUPTION AND BRIBERY POLICY

### 1. ABOUT THIS POLICY

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

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

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

### 2. WHO MUST COMPLY WITH THIS POLICY?

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

### 3. WHAT IS BRIBERY?

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

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

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

**3.4** Specifically, you must not:

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

(b) accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else;

(c) give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure;

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

### 4. GIFTS AND HOSPITALITY

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

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

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

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

### 5. RECORD-KEEPING

**5.1** You must declare and keep a written record of all hospitality or gifts given or received. You must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and

record the reason for expenditure.

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

## **6. HOW TO RAISE A CONCERN**

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

## Schedule 34 TIME OFF FOR ADOPTION APPOINTMENTS POLICY

### 1. ABOUT THIS POLICY

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

**1.2** This policy applies to employees Umbrella workers (who are not employees, and may otherwise be called 'limb (b) workers'), and agency workers. It does not apply to self-employed contractors.

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

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

### 2. TIME OFF FOR AN ADOPTION APPOINTMENT

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

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

### 3. IF YOU ARE ADOPTING A CHILD WITH ANOTHER PERSON

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

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

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

### 4. IF YOU ARE ADOPTING A CHILD ALONE

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

### 5. IF YOU ARE ADOPTING MORE THAN ONE CHILD

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

### 6. AMOUNT OF TIME OFF

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

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

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

### 7. HOW TO BOOK TIME OFF

## **Bright Sky Umbrella Limited - Policies and Staff Handbook - December 2024 edition**

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

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

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

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



## Schedule 35 TIME OFF FOR ANTENATAL APPOINTMENTS POLICY

### 1. ABOUT THIS POLICY

**1.1** This policy outlines the statutory right to take time off to attend antenatal appointments.

**1.2** This policy applies to employees Umbrella workers (who are not employees, and may otherwise be called 'limb (b) workers'), and agency workers. It does not apply to self-employed contractors.

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

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

### 2. TIME OFF IF YOU ARE PREGNANT

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

### 3. TIME OFF FOR ACCOMPANYING A PREGNANT WOMAN: ELIGIBILITY

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

(a) you are the baby's father;

(b) you are the pregnant woman's spouse, civil partner or cohabiting partner; or

(d) you are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

### 4. TIME OFF FOR ACCOMPANYING A PREGNANT WOMAN: HOW TO BOOK TIME OFF

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

(a) that you meet one of the eligibility criteria in [Paragraph 3](#);

(b) that the purpose of the time off is to accompany the pregnant woman to an antenatal appointment; and

(c) that the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.

### 5. TIME OFF FOR ACCOMPANYING A PREGNANT WOMAN: AMOUNT OF TIME OFF

**5.1** You may take time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy.

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

**5.3** Time off to attend these appointments is unpaid.

**5.4** If you wish to take time off to attend further antenatal appointments you should request annual leave.



## Schedule 36 TIME OFF FOR DEPENDANTS POLICY

### 1. ABOUT THIS POLICY

**1.1** The law recognises that there may be occasions when you need to take time off work to deal with unexpected events involving one of your dependants.

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

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

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

### 2. REASONABLE UNPAID TIME OFF

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

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

**2.2** A **dependant** for the purposes of this policy is:

- (a) your spouse, civil partner, parent or child;
- (b) a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
- (c) anyone else who reasonably relies on you to provide assistance, make arrangements or take action of the kind referred to in [Paragraph 2.1](#).

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

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

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

### 3. EXERCISING THE RIGHT TO TIME OFF

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

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

**3.2** If you fail to notify us as set out above, you may be subject to disciplinary proceedings under our Disciplinary

Procedure for taking unauthorised time off.

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

## **Schedule 37 TIME OFF FOR PUBLIC DUTIES POLICY**

### **1. ABOUT THIS POLICY**

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

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

### **2. JURY SERVICE**

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

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

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

### **3. VOLUNTARY PUBLIC DUTIES**

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

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

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

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

### **4. RESERVE FORCES DUTIES**

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

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

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

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

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

## Schedule 38 WHISTLEBLOWING POLICY

### 1. ABOUT THIS POLICY

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

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

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

### 2. WHAT IS WHISTLEBLOWING?

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

### 3. HOW TO RAISE A CONCERN

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

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

### 4. CONFIDENTIALITY

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

### 5. EXTERNAL DISCLOSURES

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

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

### 6. PROTECTION AND SUPPORT FOR WHISTLEBLOWERS

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

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

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

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

**6.5** PROTECT operates a confidential helpline. Their contact details are at the end of this policy.

**7. CONTACTS**

<b>Managing Director</b>	Adam Connell  0151 433 7333  adam@brightskyumbrella.co.uk
<b>PROTECT</b>  (Independent whistleblowing charity)	Helpline: (020) 3117 2520  E-mail: whistle@pcaw.co.uk  Website: www.pcaw.co.uk

## Schedule 39 WORKING TIME REGULATIONS (WTR) AND THE 48-HOUR MAXIMUM WORKING WEEK POLICY

### 1. ABOUT THIS POLICY

**1.1** This policy sets out the arrangements for ensuring the company's compliance with the aspects of the Working Time Regulations 1988 (WTR) which relate to the limit of 48-hours per working week.

**1.2** This policy applies to all Staff, and all Umbrella Staff. In this policy, the term 'worker' includes all who fall into any of these categories.

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

### 2. THE UNDERLYING LEGAL REQUIREMENT

**2.1** The WTR impose a limit of 48 hours working time (averaged over a period) to all workers who have not expressly agreed in writing to opt out of that limit.

**(a)** Shorter non-averaged limits (8 hours per day and 40 hours per week) apply to young workers (who are under 18), but our contracts are not designed for such workers, and so the position of such workers will not be considered further here.

**2.2** The regulations impose the following obligations on the employer:

**(a)** in respect of all workers who have not opted out in writing,

(i) to take 'all reasonable steps' to ensure that limit is complied with;

**(ii)** to keep records which are adequate to demonstrate the employer's compliance with the limit (provided that daily working hours need not be recorded if compliance can be demonstrated without keeping them);

**(b)** in respect of all workers who have opted out, to keep records; and

**(c)** to retain all such records for two years.

**2.3** Criminal sanctions apply in the case of employers who fail to comply with these requirements. It is therefore fundamentally important that we can demonstrate our compliance.

### 3. GENERALLY

**3.1** Contractual provisions:

In most contracts within our documentation the relevant provision will be found in section 7, as follows:

- |      |   |
|------|---|
| 1.   | 'Working Time' means working time as defined by the Working Time Regulations 1998 as amended ("WTR") as amended.  |
| 2.   | The Working Time Regulations 1998 require that you do not work for more than 48 hours in any week, unless you have agreed in advance to waive that limit. You may indicate such agreement in Annex A.   |
| 2.1. | If you have indicated such agreement in Annex A, the 48 hour limit specified in the Working Time Regulations 1998 shall not apply to your employment, for so long as such agreement remains in force; you have the right to give us 3 months' notice in writing to withdraw such agreement. |
| 2.2. | If you have not indicated such agreement in Annex A, or if you do so indicate but subsequently withdraw such agreement, the Company must ensure that it does not offer you work which would result in you working for more than 48  |



hours in any week. You must therefore keep the Company informed of the hours that you work for third parties, so that it can comply with its own obligations.

3. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of your Working Time for these purposes.

### 3.2 Opting out:

Annex A of the contract offers a way the worker can indicate a wish to opt out of this 48 hour limit:

#### Annex A. Working time election form

(Not applicable, if you are a Mobile Worker working in operations that are subject to EU Drivers Hours Rules, or are working in an industry to which other special rules apply)

*Please tick one of the boxes below and sign and date this form, and return it to us*

- ☐ I **wish to opt-out** of the 48-hour working week restriction under the Working Time Regulations 1998.

You may terminate this agreement by giving 3 months written notice at any time.

- ☐ I **do not** wish to opt-out of the 48-hour working week restriction under the Working Time Regulations 1998. I agree to keep you informed of all hours that I work for third parties, so that you can comply with your own obligations and ensure that you do not offer work which would result in me working for more than 48 hours in any week.

Signed:

Print name:

Dated:

### 3.3 Freedom of choice: The worker must be given a free choice to make an opt out decision. This means that

(a) we must not seek to impose a default position of 'opt out'; and

(b) the worker must be free to change his/her mind, and to withdraw consent (although a notice period to withdraw of up to three months can be required).

### 3.4 Experience shows that most workers will choose to opt out when signing up with us, but some will not.

(a) Where a worker does **not** choose to opt out, we must take 'all reasonable steps' to ensure that we do not offer work which might cause the worker to exceed that 48 hour limit.

**3.5** In practice, this means that, particularly where a worker's hours are variable, for each worker who has not opted out,

(a) we must monitor the total hours worked (including any hours notified to us that the worker has worked for third parties) on a week by week basis, and

(b) we must not permit the worker to exceed the 48 hour limit, unless the worker chooses to give us a written opt out.

#### **4. PROCESS**

To ensure compliance with the requirements, the following process will be followed:

**4.1** A record must be maintained of all workers who have opted out, and of all changes (either way) notified to us of this opt out decision.

**4.2** For all workers who have **not** opted out, a weekly report should be run, listing all those who have worked in excess of 42 hours in that week.

(a) This report must include the number of hours notified to us that the worker has worked for third parties.

**4.3** During the following week, we must speak to all workers who appear on this list,

(a) remind the worker that (s)he has not opted out, and that we therefore have a duty to monitor his/her hours, including those worked for any third party; and

(b) invite the worker to opt out, to avoid the necessity for us to continue such monitoring; if the worker now agrees to opt out, then we must get that in writing from the worker, using the form of Annex A to the contract (see above).

**4.4.** If the worker does not accept that invitation to opt out, we must continue monitoring. If such a worker then exceeds 45 working hours in a week, we must

(a) speak with the worker, again offer the opportunity to opt out, and

(b) tell him/her unless (s)he does now choose to opt out in writing, we will have to write to the agency, tell them that the worker has not opted out, and ask the agency to ensure that they do not offer the worker any work which might cause the 48 hour limit to be exceeded.

(c) If the worker still does not choose to opt out, we should follow through and so notify the agency.

**4.5.** If a worker who has not opted out at any point exceeds 48 hours, we must speak with the worker, and again offer the opportunity to opt out;

(a) If the worker does not choose to provide a written opt out, we should tell the worker that,

(i) we will pay the worker for those excess hours on this occasion, but

(ii) in the event of a recurrence, we would have to give consideration to terminating the worker's engagement.

**4.6** If a worker who has not opted out exceeds the 48 hour limit a second time (in the real world, this is unlikely to happen, but the possibility cannot be ruled out), we should seek advice about terminating the worker's engagement.

**4.7.** Records of all actions taken must be retained and kept for 2 years, against the possibility that we are required to demonstrate our compliance.

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**END OF DOCUMENT**

