



# CHESTNUT

## WELCOME!

I would like to personally welcome you to Chestnut and the team that you will play an important part in. We are delighted that you have decided to join us!

This Team Member handbook has been created to help you understand how team-focused we are by looking after you and introduce you to some of the policies and procedures that we have in place.

You are asked to study this handbook very carefully as it must be kept for reference in a safe place with your Contract. Should there be any conflict between the terms in this handbook and those in your Contract, those in the Contract shall prevail.

We would like you to know that as part of our team, you are our most important and greatest asset. We could not accomplish what we do every day without you!

Any queries regarding any of the information contained in this handbook please contact your General Manager or Operations Manager.

*Philip*

Philip Turner

Founder

### PLEASE NOTE:

This document will be amended from time to time to comply with legal requirements. When the law is amended, it will automatically amend this document. A team member remaining in the service of the Chestnut Group after any such notice has been given shall be deemed to have accepted any amendment or addition to the Conditions of Employment contained therein. You should retain any written notification you may receive affecting your Contract together with this Handbook.

**BE GENUINE – TEAM-FOCUSED – HAVE FUN**

## **JOINING OUR TEAM**

Our Values

Time-keeping and Attendance

Pay

Probationary Period

Change in Your Personal Details

Communications

## **'FUN STUFF'**

Discounts across All Properties

Recruitment Bonus

Reward and Recognition Rewards

Work Anniversary Day Off

Team Food

Training & Development

Uniform

Workplace Pension

## **'BORING STUFF'**

Absence -

Absence Policy

Bereavement Policy

Dependents Leave

Emergency Leave

Holiday Policy

Jury Service Leave

Sick Pay Policy

Family-friendly:

Maternity Leave

Shared Parental Leave

Paternity Leave

Parental Leave

Adoption Leave

Parental Bereavement Leave and Pay

More -

Alterations to Contract

Anti-Bribery Policy  
Bullying and Harassment Policy  
CCTV Policy  
Confidential Statement  
Data Protection Policy  
Deductions from Pay  
Disciplinary Policy  
Grievance Policy  
Disloyalty Statement  
Drugs and Alcohol Policy  
Environmental Policy  
Equal Opportunity and Diversity Policy  
Health & Safety Policy  
Lost Property  
Licensing Law  
Mobile Phone & Electronic Device Policy  
Modern Slavery Policy  
Performance Management Process  
Performance Improvement Policy  
Personal Property Policy  
Right of Search Policy  
Redundancy Statement  
Smoking Policy  
Social Media Policy  
The Way We Dress  
Training and Development Policy  
Whistle Blowing Policy  
Work Anniversary Date  
Working Hours

Leaving Us -

Resignation  
Retirement  
Company Property

Appendix 1: Fair Data Processing Notice

Appendix 2: Data Subject Request

Appendix 3: Personal Data Breach Notification

## **JOINING OUR TEAM**

We are committed to providing you with an effective and comprehensive Company Induction on your first day that will help you to settle into your role quickly and understand what is expected of you.

We want you to feel supported at work and know you are part of a large Chestnut team. Whilst at work please do speak with your manager and Group HR Manager if you would like any support in any area of life.

## **CHESTNUT VALUES**

### **Be genuine**

We host our guests as though our property is our home - from a warm welcome to ensuring we go the extra mile to make their stay with us memorable. We have pride in our community, the surrounding countryside and its attractions, and of our family of inns. We enjoy sharing our local stories with guests, team members, suppliers and stakeholders.

### **Team-Focused**

We are one team across our family of inns and we operate with respect for one another and are here to help each other succeed. We are ambitious and recognise the importance of training and personal development objectives.

### **Have Fun**

The day starts and finishes with a smile. Fun times in our properties build an experience - to be shared between our guests and our team. We enjoy our work, our team and our guests - we do a better job when we are happy.

## **TIME KEEPING AND ATTENDANCE**

It is important that everyone is punctual in attending work in accordance to his/her weekly rotas. Please ensure you are early for your shift to hang up your coat etc. You are required to tap in and out of your shift on the S4 Labour system. This is a legal requirement as it is used to calculate pay. If you are unable to work you must contact your General Manager/duty manager to give the reason.

## **PAY**

To ensure that you are correctly and efficiently paid every month you must ensure you tap in and out of S4 Labour for your shifts. It is a disciplinary offence for incorrect timing of clocking in and out of S4 Labour. This is monitored by your General Manager. Pay is paid on the last day of each month, or as near possible. An annual pay chart is in each property of our business on the team notice board.

Your payslip will be password protected - the 6 numbers in your NI number.

Any questions regarding pay must be directed towards your General Manager in the first instance.

## **PROBATIONARY PERIOD**

On starting employment, you will be required to complete a 3 month probationary period, during which your suitability for the position will be assessed. During this period, employment may be terminated in line with statutory notice. You will have a review at the end of the 3 month period with your manager.

## **CHANGE IN PERSONAL CIRCUMSTANCES**

All team members should give prompt notice of all changes in personal circumstances, which can affect their employment and benefits. These changes should be uploaded to their S4 Labour profile by the team member and include: changes of name, address, telephone number, email address, next of kin, marriage/divorce (for tax and pension beneficiary purposes), bank account. Prompt communication of all changes but especially bank details is essential to ensure your wages are paid correctly on time.

For more information on how we handle and process your data please see our Team Member Fair Processing Notice at the back of this handbook.

## **COMMUNICATIONS**

There is a Notice Board in each site where your GM will advertise Chestnut and your property information. Please read the board regularly to keep knowledgeable.

Other forms of communication will be via **Team Member Update** on Youtube (notified via email), Whatsapp groups, Emails and Team Meetings at each property.

These are vital ways of getting important messages to everybody in the Group. You may need to check Junk email boxes regularly.

## **TEAM-FOCUSED FUN STUFF!**

### **FOOD DISCOUNTS AT ALL CHESTNUT PROPERTIES**

All team members will benefit from up to 50% off the total food bill (drinks not included) when eating in a property whenever you like.

50% discount for 2 people dining; 25% discount for up to 4 people dining. 50% each when dining with a group of other team members. Please book a table through Central Reservations 01284 339690.

## **ROOM DISCOUNTS AT ALL CHESTNUT PROPERTIES**

All team members will benefit from booking rooms for £75 per night. Please book a room through Central Reservations 01284 339690.

## **RECOMMEND A FRIEND – RECRUITMENT BONUS**

We will pay you £250 if you introduce a friend into our business who works full time and successfully passes their 3 month probationary period! If you introduce a part-time member of staff, we will pay you £50 for 50 hours worked. Ensure your General Manager is informed. The bonus will be paid in the next available payroll and is subject to statutory deductions.

## **WORK ANNIVERSARY REWARD**

For every year that you work for us you will be given a TREAT from us as below:

First Year anniversary:	Anniversary Day off
Second Year:	Anniversary Day off, dinner plus bottle of house wine in CG property
Third Year anniversary:	Anniversary Day off, dinner, bed and breakfast in CG property
Fourth to Ninth Year:	Anniversary Day off plus £50 voucher

Days off to be requested with your General Manager to be allocated to the rota.

## **REWARD AND RECOGNITION FOR EXCELLENCE AWARDS**

Every 3 months the General Manager of your property will award the “Reward for Excellence” Award. Excellence of the roles will be based around performance against our Values and Behaviours.

The prize is dinner, bed and breakfast for 2 in your favourite Chestnut property, to be booked through Central Reservations on 01284 339690.

## **TEAM MEALS ON DUTY**

Freshly cooked meals are provided am and pm in each property for those on duty for 6 hours or more.

## **UNIFORM**

Uniform items are provided for front of house, chefs and housekeeping to ensure you look and feel part of the Chestnut team. Please refer to the How We Dress! policy for more detail in this Handbook.

## **WORKPLACE PENSION**

Auto-enrolment Pension has been activated for each of our properties within the Chestnut Group. You will receive information regarding this directly.





# GENUINE AND NECESSARY INFORMATION

## ABSENCE POLICY - UPDATED

If you are absent from work due to illness it is your responsibility to inform your manager that you will not be attending work within 3 hours of your scheduled start time. You must speak to your manager directly rather than another team member.

Within business hours please CALL the property where you are due to be working and speak with the manager or supervisor on duty. If no one answers, please leave a voice message.

Out of hours you need to call or send an email to your general manager/ line manager. Also back up your message by sending an email to the property.

If you have been off work sick and have suffered from **sickness or diarrhoea**, then its very important you stay at home for at least **48 hours** after the last time you are sick and / or have diarrhoea.

Text messages are not acceptable means of notifying the Company of absence.

When reporting absence due to illness you should advise your manager of the nature of your illness and indicate when you will be fit to return to work. If you are unsure about your return date, you must contact your manager every day to keep them informed on your progress.

Upon your return to work you are required to complete a self-certification form for absences of less than seven consecutive days from your General Manager. You should provide a statement of fitness for work ("fit-note") from your medical practitioner if you have been ill for seven consecutive days or more.

For statutory sick pay purposes the qualifying days are 5 days out of 7 in a week or normal working days.

The Company reserves the right to ask you to undergo a medical examination at the Company's expense, with a medical practitioner of their choice. In some circumstances the Company may ask for a medical report from the medical practitioner who is treating you in respect of your physical or mental condition. If this is required, you must give written permission for the Company to have access to or be sent a copy of such report.

Failure to comply with the Company's absence and sickness reporting procedure along with unexcused absences or excessive absences may result in disciplinary action being taken.

## BEREAVEMENT POLICY STATEMENT

### Special /Compassionate Leave

You may apply for paid or unpaid special leave if you need to be absent from work in circumstances not covered for provisions by sick leave, annual leave or maternity and paternity leave. The allocation of and agreement to special/compassionate leave is not an automatic entitlement, but is at the discretion of your General Manager only. Each individual case will be examined, both within the context of Equal Opportunities within the Company and the need for sensitivity and flexibility in individual circumstances will borne in mind.

### How to Apply

You should apply as soon as possible to your General Manager who may wish to consult with HR where the circumstances do not fall clearly within the guidelines below. The General Manager will write to HR to confirm the decision made, and whether the leave is to be paid or unpaid. HR will advise Payroll where appropriate, and keep a record of all special/compassionate leave granted on an individual basis.

### Guidelines

- Paid leave of 5 days plus day for funeral in event of the death of a spouse or child.
- Paid leave of 2 days plus day for funeral in event of the death of a parent.
- Paid day for funeral of a grand-parent, brother or sister.

### Additional Leave

If the period of special/compassionate leave has expired, and you still need to be absent, you should consult your General Manager. Depending on the circumstances, further leave may be granted by extension of special/compassionate leave, leave in lieu of annual leave, or as unpaid leave by your General Manager. Should you (at any stage) be signed off sick through self-certification or by your doctor, this will be treated as sickness absence, and not as part of the special/compassionate leave.

Parental Bereavement Leave and Pay - see Family Friendly Policies for more information

## **DEPENDENTS LEAVE**

You are entitled to take a reasonable amount of unpaid leave to deal with emergencies affecting your dependents, such as a partner, child, parent, or somebody that lives in your household. However, you must first seek authorisation from your General Manager.

## **EMERGENCY LEAVE**

You are entitled to a reasonable amount of time off work, unpaid to deal with certain unexpected or sudden emergencies involving a dependant or someone who relies on you. Please notify your General Manager as soon as possible in the event of needing emergency leave.

## **HOLIDAYS**

Details of your holiday entitlement are outlined in your Contract. The entitlement is 28 days per year including 8 bank holidays (in England). The period used to calculate a week's pay for holiday pay purposes is the previous 52 weeks for hourly paid team.

All holiday is to be requested via a Holiday Request through the S4 Labour app or online profile. This request is sent to your General Manager/line manager for approval. Only when this is completed will you be able to take holiday and be paid for it.

You should always give your Line Manager at least 4 weeks notice when booking holidays so that sufficient cover can be organised.

If you do not follow the correct procedure, you may find that your holiday request is refused. If you then take that holiday without your Line Manager's authorisation, you may find yourself facing disciplinary action. Therefore, we ask that you do not book any holidays until your leave request has been authorised.

If you leave the company, any holidays taken over and above your accrued entitlement will be deducted from your final pay.

Holidays must not be carried over from one year to the next.

In normal circumstances holiday periods should not exceed 2 weeks at any one time.

## **JURY SERVICE LEAVE**

Should you be called upon to undertake Jury Service, you must inform your Line Manager immediately and provide copies of all court correspondence.

The court will issue you with a loss of earnings form, which you will need to complete and return to the Court. You should also send a copy of this to your General Manager. This form enables you to claim from the Court for loss of earnings and allowances, such as pay and travel expenses. Pay would normally be set at the national minimum wage. See [www.gov.uk](http://www.gov.uk) for more information on loss of earnings claims.

On any days that the court does not require your services during Jury Service, you will be required to resume normal duties at work until you are needed in court again.

At all times you must make your General Manager fully aware of the situation before and during Jury Service.

## **SICK PAY**

If you are absent from work due to incapacity, you must notify the General Manager (or another senior staff member if the General Manager is not available) of the reason for your absence as soon as possible but no later than 8.00 am on the first day of absence.

In all cases of absence a self-certification form, which is available from your manager, must be completed on your return to work and supplied to your Group General Manager. For any period of incapacity which lasts for more than seven consecutive days, a doctor's certificate stating the reason for absence must be obtained and supplied to the Group HR Manager. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.

You agree to consent to a medical examination (at our expense) by a doctor nominated by the Company should the Company so require. You agree that any report produced in connection with any such examination may be disclosed to the Company and the Company may discuss the contents of the report with the relevant doctor.

If you are absent from work due to incapacity we shall pay you Statutory Sick Pay (SSP) provided that you satisfy the relevant requirements. Your qualifying days for SSP purposes are the days on which you usually work.

If a period of absence is or appears to have been caused by negligence or other action by a third party in respect of which you may be able to recover compensation, you must immediately notify your General Manager and provide such further information and cooperation in relation to any legal proceedings as we may reasonably require. Any sick pay or other payments we make to you in respect of that period shall be repayable on demand, provided that the amount to be repaid shall not exceed any compensation you recover for loss of earnings less any costs you incur in connection with such recovery.

The Company reserves the right to terminate your contract of employment in cases of prolonged, recurrent or frequent absence due to illness, following reasonable medical inquiries and discussion with you.

## **FAMILY FRIENDLY INFORMATION**

## MATERNITY LEAVE

### Introduction

An employee who is pregnant must advise her manager as soon as she learns that she is pregnant. This is in the employee's own interests, as such notification may instigate action to safeguard the well-being of the mother-to-be and of her unborn child. An employer would be in breach of statutory obligations if it allowed a pregnant employee to expose herself or her unborn child to injury or disability. Early notification also enables the Company to ensure that the employee is fully informed of her rights and obligations in law.

An employee who is pregnant has certain rights under the law, some of which depend on length of service. These rights are as follows:

The right to (paid) time off work for antenatal care;

The right not to be dismissed on account of pregnancy or maternity leave;

The right to be paid statutory maternity pay (subject to a minimum of 26 weeks' continuous service by the end of the 15<sup>th</sup> week before the expected week of childbirth, and average weekly earnings in the eight weeks up to and including the qualifying week of at least the lower earnings limit for NI contributions);

The right to take maternity leave and return to work.

These rights are available to all female employees, regardless of whether they work full time or part time.

### The Right to Time off Work for Antenatal Care

A pregnant employee is entitled, regardless of her length of service or number of weekly hours worked, to reasonable time off work for antenatal care if she has been advised to attend such an appointment by her doctor, midwife or health visitor. Such time off will be on full pay. The employee will not be required to make up the hours lost. After the first appointment, the employee should provide her manager with an appointment card each time she requests time off work.

### The Right Not to Be Dismissed on Account of Pregnancy or Maternity Leave

An employee has the right not to be dismissed or discriminated against for any reason connected with pregnancy or maternity leave.

If a pregnant employee is deemed, after careful consideration, to be no longer capable of carrying out her normal job duties due to pregnancy, the Company will, if possible, either adjust her working conditions and/or hours, or offer her a suitable alternative position until the commencement of her maternity leave. If none of the above courses of action is possible, then the Company will place the employee on paid leave until the earliest date on which maternity leave would have commenced.

Note that these provisions do not apply where the employee is signed off sick by her doctor, but rather where she is able to come to work but unable to perform her particular job duties. In the above circumstances, the employee will retain her entitlement to statutory maternity pay (if eligible) and her right to return to work after maternity leave.

### Statutory Maternity Pay

Employees are eligible for statutory maternity pay (SMP) provided they have a minimum of 26 weeks' continuous service calculated by the end of the 15<sup>th</sup> week before the expected week of childbirth (EWC), and average weekly earnings in the eight weeks up to and including the qualifying week of at least the lower earnings limit for NI contributions.

SMP may be paid for a period of up to 39 weeks, provided that the employee qualifies for payment. Rates are fixed and are subject to tax and National Insurance deductions.

### Keeping in Touch (KIT Days)

We may make reasonable contact with you from time to time during your maternity leave.

You may work (including attending training) for up to ten days during maternity leave without bringing your maternity leave or SMP to an end. The arrangements, including pay, would be set by agreement with your line manager or the Group HR Manager. You are not obliged to undertake any such work during maternity leave. In any case, you must not work in the two weeks following birth.

Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:

- updating you on any changes that have occurred during your absence;
- any training needs you might have; and
- any changes to working arrangements (for example if you have made a request to work part-time).

### The Right to Return to Work

All pregnant employees have the right to take 26 weeks' ordinary maternity leave (OML), and resume work. This right applies to all female employees regardless of their length of service or the number of hours they work per week.

Employees who have at least 26 weeks' continuous service with the Company by the beginning of the 14<sup>th</sup> week before their EWC have additional rights over and above the right to resume work described above (AML). Such an employee has the right to take an additional 26 weeks of leave. In this instance, she has the right to return to work to the same or a comparable job on terms and conditions not less favourable.

In order to qualify for the right to return, the employee must satisfy the following conditions:

1. She must have 26 weeks' continuous service calculated at the start of the 14<sup>th</sup> week prior to the beginning of the expected week of childbirth;
2. She must notify the Company no later than the end of the 15<sup>th</sup> week before the EWC that she is pregnant, the expected week of childbirth (EWC) and the date on which she intends to begin her ordinary maternity leave;
3. She must produce a medical certificate stating the expected week of childbirth.

If, while she is on maternity leave, the employee decides that she is not returning to work, she should inform the Company accordingly, so that the Company can implement the normal termination procedure.

### Additional Maternity Leave Period

During additional maternity leave (to which women with 26 weeks' service by the beginning of the 14<sup>th</sup> before the expected week of childbirth are entitled), the employee's contract of employment will continue to exist unless either the employer or employee ends it or it expires.

Other terms and conditions which apply during the additional maternity leave period relate to the employer's duty of trust and confidence, and any terms which relate to notice of termination by the employer, redundancy pay and grievance and disciplinary procedures. The employee's duty of good faith is maintained, as are any terms relating to notice on termination, disclosure of confidential information, the acceptance of gifts or other benefits and involvement in any other business.

During the period of additional maternity leave to which all pregnant employees are entitled, employees have the right to the continuation of all terms and conditions of employment, apart from normal pay. This includes, for example, accrual of holiday entitlement, continuation of medical insurance and continuation of contributions towards the employee's pension plan which the Company would normally make if she were not on additional maternity leave.

### General

Employees are strongly encouraged to exercise their right to return to work. If an employee resigns instead of taking maternity leave, then she forfeits her right to return to work at a later date.

All periods of time which employees take off work as maternity leave are subsequently counted as continuous service for the purposes of calculating any statutory rights which are service-related. Thus, once the employee has returned to work, her length of service with Chestnut Group is calculated as if she had never been absent.

## SHARED PARENTAL LEAVE

### What is Shared Parental Leave?

Shared Parental Leave enables eligible parents to choose how to share the care of their child during the first year of birth or adoption. All eligible employees have a statutory right to take Shared Parental Leave. There may also be an entitlement to some Shared Parental Pay. This policy sets out the statutory rights and responsibilities of employees who wish to take statutory Shared Parental Leave (SPL) and statutory Shared Parental Pay (ShPP).

### Who is eligible for Shared Parental Leave?

SPL can only be used by two people:

- The mother/adopter and
- One of the following:
  - the father of the child (in the case of birth) or
  - the spouse, civil partner or partner of the child's mother/ adopter.

Both parents must share the main responsibility for the care of the child at the time of the birth/placement for adoption.

Additionally, an employee seeking to take SPL must satisfy each of the following criteria:

- the mother/adopter of the child must be/have been entitled to statutory maternity/adoption leave or if not entitled to statutory maternity/adoption leave they must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have ended or given notice to reduce any maternity/adoption entitlements;
- the employee must still be working for the organisation at the start of each period of SPL;
- the employee must pass the 'continuity test' requiring them to have a minimum of 26 weeks' service at the end of the 15th week before the child's expected due date/matching date;
- the employee's partner must meet the 'employment and earnings test' requiring them in the 66 weeks leading up to the child's expected due date/matching date have worked for at least 26 weeks and earned an average of at least £30 (this is correct as of 2015 but may change annually) a week in any 13 of those weeks;
- the employee must correctly notify the organisation of their entitlement and provide evidence as required.

#### The Shared Parental Leave entitlement

Eligible employees may be entitled to take up to 50 weeks SPL during the child's first year in their family. The number of weeks available is calculated using the mother's/adopter's entitlement to maternity/adoption leave, which allows them to take up to 52 weeks' leave. If they reduce their maternity/adoption leave entitlement then they and/or their partner may opt-in to the SPL system and take any remaining weeks as SPL.

A mother/adopter may reduce their entitlement to maternity/adoption leave by returning to work before the full entitlement of 52 weeks has been taken, or they may give notice to curtail their leave at a specified future date.

If the mother/adopter is not entitled to maternity/adoption leave but is entitled to Statutory Maternity Pay (SMP), Statutory Adoption Pay (SAP) or Maternity Allowance (MA), they must reduce their entitlement to less than the 39 weeks. If they do this, their partner may be entitled to up to 50 weeks of SPL. This is calculated by deducting from 52 the number of weeks of SMP, SAP or MA taken by the mother/adopter.

SPL can commence as follows:

- The mother can take SPL after she has taken the legally required two weeks of maternity leave immediately following the birth of the child
- The adopter can take SPL after taking at least two weeks of adoption leave
- The father/partner/spouse can take SPL immediately following the birth/placement of the child, but may first choose to exhaust any paternity leave entitlements (as the father/partner cannot take paternity leave or pay once they have taken any SPL or ShPP).

Where a mother/adopter gives notice to curtail their maternity/adoption entitlement then the mother/adopter's partner can take leave while the mother/adopter is still using their maternity/adoption entitlements.

SPL will generally commence on the employee's chosen start date specified in their leave booking notice, or in any subsequent variation notice (see "Booking Shared Parental Leave" and "Variations to arranged Shared Parental Leave" below).

If the employee is eligible to receive it, Shared Parental Pay (ShPP) may be paid for some, or all, of the SPL period (see "Shared Parental Pay" below).

SPL must end no later than one year after the birth/placement of the child. Any SPL not taken by the first birthday or first anniversary of placement for adoption is lost.

#### Notifying the organisation of an entitlement to Shared Parental Leave

An employee entitled and intending to take SPL must give their line manager notification of their entitlement and intention to take to SPL, at least eight weeks before they can take any period of SPL.

- Part of the eligibility criteria requires the employee to provide the organisation with correct notification. Notification must be in writing and requires each of the following:
  - the name of the employee;
  - the name of the other parent;
  - the start and end dates of any maternity/adoption leave or pay, or maternity allowance, taken in respect of the child and the total amount of SPL available;
  - the date on which the child is expected to be born and the actual date of birth or, in the case of an adopted child, the date on which the employee was notified of having been matched with the child and the date of placement for adoption;
  - the amount of SPL the employee and their partner each intend to take
  - a non-binding indication of when the employee expects to take the leave.

The employee must provide the organisation with a signed declaration stating:

- that they meet, or will meet, the eligibility conditions and are entitled to take SPL;
- that the information they have given is accurate;

- if they are not the mother/adopter they must confirm that they are either the father of the child or the spouse, civil partner or partner of the mother/adopter;
- that should they cease to be eligible they will immediately inform the organisation.

The employee must provide the organisation with a signed declaration from their partner confirming:

- their name, address and national insurance number (or a declaration that they do not have a national insurance number);
- that they are the mother/adopter of the child or they are the father of the child or are the spouse, civil partner or partner of the mother/adopter;
- that they satisfy the 'employment and earnings test' (see "Who is eligible for Shared Parental Leave?" above), and had at the date of the child's birth or placement for adoption the main responsibility for the child, along with the employee;
- that they consent to the amount of SPL that the employee intends to take;
- that they consent to the organisation processing the information contained in the declaration form; and
- (in the case whether the partner is the mother/adopter), that they will immediately inform their partner should they cease to satisfy the eligibility conditions.

#### Requesting further evidence of eligibility

Chestnut Group may, within 14 days of the SPL entitlement notification being given, request:

- the name and business address of the partner's employer (where the employee's partner is no longer employed or is self-employed their contact details must be given instead)
- in the case of biological parents, a copy of the child's birth certificate (or, where one has not been issued, a declaration as to the time and place of the birth).
- in the case of an adopted child, documentary evidence of the name and address of the adoption agency, the date on which they were notified of having been matched with the child and the date on which the agency expects to place the child for adoption

In order to be entitled to SPL, the employee must produce this information within 14 days of the employer's request.

#### Discussions regarding Shared Parental Leave

An employee considering/taking SPL is encouraged to contact HR to arrange an informal discussion as early as possible regarding their potential entitlement, to talk about their plans and to enable the company to support the individual.

The purpose of the meeting is to discuss in detail the leave proposed and what will happen while the employee is away from work. Where it is a request for discontinuous leave the discussion may also focus on how the leave proposal could be agreed, whether a modified arrangement would be agreeable to the employee and the organisation, and what the outcome may be if no agreement is reached.

#### Booking Shared Parental Leave

In addition to notifying the employer of entitlement to SPL/ShPP, an employee must also give notice to take the leave. In many cases, notice to take leave will be given at the same time as the notice of entitlement to SPL.

The employee has the right to submit three notifications specifying leave periods they are intending to take. Each notification may contain either (a) a single period of weeks of leave; or (b) two or more weeks of discontinuous leave, where the employee intends to return to work between periods of leave.

SPL can only be taken in complete weeks but may begin on any day of the week. For example if a week of SPL began on a Tuesday it would finish on a Monday. Where an employee returns to work between periods of SPL, the next period of SPL can start on any day of the week.

The employee must book SPL by giving the correct notification at least eight weeks before the date on which they wish to start the leave and (if applicable) receive ShPP.

#### Continuous leave notifications

A notification can be for a period of continuous leave, which means a notification of a number of weeks taken in a single unbroken period of leave (for example, six weeks in a row).

An employee has the right to take a continuous block of leave notified in a single notification, so long as it does not exceed the total number of weeks of SPL available to them (specified in the notice of entitlement) and the employer has been given at least eight weeks' notice.

An employee may submit up to three separate notifications for continuous periods of leave.

#### Discontinuous leave notifications

A single notification may also contain a request for two or more periods of discontinuous leave, which means asking for a set number of weeks of leave over a period of time, with breaks between the leave where the employee returns to work (for example, an arrangement where an employee will take six weeks of SPL and work every other week for a period of three months).

Where there is concern over accommodating the notification, the organisation or the employee may seek to arrange a meeting to discuss the notification with a view to agreeing an arrangement that meets both the needs of the employee and the organisation (see "Discussions regarding Shared Parental Leave" above).

The organisation will consider a discontinuous leave notification but has the right to refuse it. If the leave pattern is refused, the employee can either withdraw it within 15 days of giving it, or can take the leave in a single continuous block.

#### Responding to a Shared Parental Leave notification

Once the HR receives the leave booking notice, it will be dealt with as soon as possible, but a response will be provided no later than the 14th day after the leave request was made.

All notices will be confirmed in writing.

All requests for discontinuous leave will be carefully considered, weighing up the potential benefits to the employee and to the organisation against any adverse impact to the business.

Each request for discontinuous leave will be considered on a case-by-case basis. Agreeing to one request will not set a precedent or create the right for another employee to be granted a similar pattern of SPL.

If a discontinuous leave pattern is refused then the employee may withdraw the request without detriment on or before the 15th day after the notification was given; or may take the total number of weeks in the notice in a single continuous block. If the employee chooses to take the leave in a single continuous block, the employee has until the 19th day from the date the original notification was given to choose when they want the leave period to begin. The leave cannot start sooner than eight weeks from the date the original notification was submitted. If the employee does not choose a start date then the leave will begin on the first leave date requested in the original notification.

#### Variations to arranged Shared Parental Leave

The employee is permitted to vary or cancel an agreed and booked period of SPL, provided that they advise the organisation in writing at least eight weeks before the date of any variation. Any new start date cannot be sooner than eight weeks from the date of the variation request.

#### Statutory Shared Parental Pay (ShPP)

Eligible employees may be entitled to take up to 37 weeks ShPP while taking SPL. The amount of weeks available will depend on the amount by which the mother/adoption reduces their maternity/adoption pay period or maternity allowance period.

ShPP may be payable during some or all of SPL, depending on the length and timing of the leave.

In addition to meeting the eligibility requirements for SPL, an employee seeking to claim ShPP must further satisfy each of the following criteria:

- the mother/adoption must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have reduced their maternity/adoption pay period or maternity allowance period;
- the employee must intend to care for the child during the week in which ShPP is payable;
- the employee must have an average weekly earnings for the period of eight weeks leading up to and including the 15th week before the child's expected due date/matching date are not less than the lower earnings limit in force for national insurance contributions;
- the employee must remain in continuous employment until the first week of ShPP has begun;
- the employee must give proper notification in accordance with the rules set out below.

Where an employee is entitled to receive ShPP they must, at least eight weeks before receiving any ShPP, give their line manager written notice advising of their entitlement to ShPP. To avoid duplication, if possible, this should be included as part of the notice of entitlement to take SPL.

In addition to what must be included in the notice of entitlement to take SPL, any notice that advises of an entitlement for ShPP must include:

- the start and end dates of any maternity/adoption pay or maternity allowance;
- the total amount of ShPP available, the amount of ShPP the employee and their partner each intend to claim, and a non-binding indication of when the employee expects to claim ShPP;
- a signed declaration from the employee confirming that the information they have given is correct, that they meet, or will meet, the criteria for ShPP and that they will immediately inform the organisation should they cease to be eligible.

It must be accompanied by a signed declaration from the employee's partner confirming:

- their agreement to the employee claiming ShPP and for the organisation to process any ShPP payments to the employee;
- (in the case whether the partner is the mother/ adoption) that they have reduced their maternity/adoption pay or maternity allowance;
- (in the case whether the partner is the mother/ adoption) that they will immediately inform their partner should they cease to satisfy the eligibility conditions.



Any ShPP due will be paid at a rate set by the Government for the relevant tax year.

For payment purposes, all ShPP payments are calculated based upon an employees' basic average weekly earnings in the eight weeks up to and including the qualifying week.

#### Terms and conditions during Shared Parental Leave

During the period of SPL, the employee's contract of employment continues in force and they are entitled to receive all their contractual benefits, except for salary. In particular, any benefits in kind will continue and contractual annual leave entitlement will continue to accrue.

Pension contributions will continue to be made during any period when the employee is receiving ShPP but not during any period of unpaid SPL. Employee contributions will be based on actual pay, while the organisation's contributions will be based on the salary that the employee would have received had they not been taking SPL.

#### Annual Leave

SPL is granted in addition to an employee's normal annual holiday entitlement. Employees are reminded that holiday should wherever possible be taken in the year that it is earned. Where an SPL period overlaps two leave years the employee should consider how their annual leave entitlement can be used to ensure that it is not untaken at the end of the employee's holiday year.

#### Contact during Shared Parental Leave

Before an employee's SPL begins, the organisation will discuss the arrangements for them to keep in touch during their leave. The organisation reserves the right in any event to maintain reasonable contact with the employee from time to time during their SPL. This may be to discuss the employee's plans to return to work, to ensure the individual is aware of any possible promotion opportunities, to discuss any special arrangements to be made or training to be given to ease their return to work or simply to update them on developments at work during their absence.

#### Shared Parental Leave in Touch days

An employee can agree to work for the organisation (or attend training) for up to 20 days during SPL without bringing their period of SPL to an end or impacting on their right to claim ShPP for that week. These are known as "Shared Parental Leave In Touch" or "SPLIT" days. Any work carried out on a day or part of a day shall constitute a day's work for these purposes.

The organisation has no right to require the employee to carry out any work, and is under no obligation to offer the employee any work, during the employee's SPL. Any work undertaken is a matter for agreement between the organisation and the employee. An employee taking a SPLIT day will receive full pay for any day worked. If a SPLIT day occurs during a week when the employee is receiving ShPP, this will be effectively 'topped up' so that the individual receives full pay for the day in question. Any SPLIT days worked do not extend the period of SPL.

An employee, with the agreement of the organisation, may use SPLIT days to work part of a week during SPL. The organisation and the employee may use SPLIT days to effect a gradual return to work by the employee towards the end of a long period of SPL or to trial a possible flexible working pattern.

#### Returning to work after Shared Parental Leave

The employee will have been formally advised in writing by the organisation of the end date of any period of SPL. The employee is expected to return on the next working day after this date, unless they notify the organisation otherwise. If they are unable to attend work due to sickness or injury, the organisation's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

If the employee wishes to return to work earlier than the expected return date, they may provide a written notice to vary the leave and must give the organisation at least eight weeks' notice of their date of early return. This will count as one of the employee's notifications. If they have already used their three notifications to book and/or vary leave then the organisation does not have to accept the notice to return early but may do if it is considered to be reasonably practicable to do so.

On returning to work after SPL, the employee is entitled to return to the same job if the employee's aggregate total statutory maternity/paternity/adoption leave and SPL amounts to 26 weeks or less, he or she will return to the same job. The same job is the one they occupied immediately before commencing maternity/paternity/adoption leave and the most recent period of SPL, on the same terms and conditions of employment as if they had not been absent.

If their maternity/paternity/adoption leave and SPL amounts to 26 weeks or more in aggregate, the employee is entitled to return to the same job they held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is both suitable and appropriate and on terms and conditions no less favourable.

If the employee also takes a period of unpaid parental leave of 4 weeks or less this will have no effect on the employee's right to return and the employee will still be entitled to return to the same job as they occupied before taking the last period of leave if the aggregate weeks of maternity/paternity/adoption and SPL do not exceed 26 weeks.

If a parent takes a period of 5 weeks of unpaid parental leave, even if the total aggregate weeks of maternity/paternity/adoption and SPL do not exceed 26 weeks, the employee will be entitled to return to the same job they held before commencing the last

period of leave or, if this is not reasonably practicable, to another job which is suitable and appropriate and on terms and conditions no less favourable.

#### Special Circumstances and further information

In certain situations an employee's rights and requirements regarding SPL and ShPP may change. In these circumstances the organisation will abide by any statutory obligations and an employee should refer to the documents listed below and/or clarify any issues or queries with HR.

## PATERNITY LEAVE

### What Is Paternity Leave?

Fathers/partners who meet certain qualifying conditions have a statutory right to take 2 weeks' paid paternity leave on the birth or adoption of a child for which they have or expect to have responsibility.

The organization recognizes that modern day fathers/partners want to be involved in supporting their partner around the time of their child's birth or in the case of adoption the placement of a child. Paternity leave gives fathers/partners the opportunity to both spend time with their partner and get to know their new child.

The leave must be used to provide care and support to the mother/primary caregiver and/or the child and not for any other purpose.

'Partner' refers to someone who lives with the mother/primary caregiver and is in an enduring family relationship but who is not an immediate relative. This may include same-sex partners.

### Eligibility

To qualify for statutory paternity leave (SPL) the employee must have accrued a minimum of 26 weeks' service with the employer before the 'Notification week', i.e., the 15<sup>th</sup> week before the expected week of childbirth (EWC) or the date they are notified of placement for adoption.

To qualify for statutory paternity pay (SPP), they must also earn more than the lower earnings limit for payment of National Insurance contributions. Fathers/partners who earn less than this limit may still take leave, however, there is no statutory entitlement to be paid.

They must also meet certain notification requirements (described later in this policy).

### Pay and Benefits during Paternity Leave

For those who qualify, paternity pay is paid 100% of salary for the first week and at the SPP rate (or 90% of the employee's average earnings, whichever is the lesser), for the second week. Absence from work due to a period of SPL does not affect the employee's entitlement to annual leave. The employee's contract of employment continues in full throughout the period of SPL with the exception of normal remuneration.

For payment purposes, all SPP are calculated based upon an employees' basic average weekly earnings in the eight weeks up to and including the qualifying week.

### Notice Requirements for SPL

To be eligible for SPL, the employee must give written notice of his or her intention to take SPL leave by the 'notification week'. The notification week falls 15 weeks prior to the EWC or in the case of adoption within 7 days of being notified by the adoption agency of a placement.

The notice should set out:

- The expected week of childbirth or date on which the child has been or is expected to be placed for adoption;
- The length of leave (one or two weeks); and
- The date leave is to commence.

In addition an employee taking SPL on the adoption of a child should also state the date on which they were notified of having been matched with the child and provide a signed declaration that they are:

- Taking leave to support the child and/or their partner;
- Have or expect to have primary responsibility for the child (apart from the adopter's responsibility);
- Are married to or the partner of the child's adopter.

The actual date of childbirth/adoption placement date can be difficult to predict. The employee therefore can choose to specify that the SPL will commence:

- Immediately following the child's birth/placement or a set number of days after the birth/placement, in other words it is the baby's birth/placement that triggers leave; or
- On a specified date.

As notification to take paternity leave takes place relatively early before the birth/adoption the employee may subsequently change his/her mind. In such circumstances, provided the initial notification criteria have been met, the employee may amend the date by providing the employer with 28 days' notice of the change.

#### Notice Requirements for SPP

To receive SPP, the employee must give at least 28 days' written notice of the date on which they want their SPP to begin. Once the birth or placement has occurred they should also inform the organization of the actual date, as soon as is reasonably practicable.

In addition the employee must provide a signed declaration that they are:

- Taking leave to support the child and/or their partner;
- Have or expect to have responsibility for the child;
- The father or are married to or the partner of the child's parent/adopter.

An employee claiming SPP on the adoption of a child must also set out:

- Their relationship to the adopter;
- Whether they are claiming one or two weeks' SPP;
- The date the adopter was notified of the match.

If it is not practicable to give notice by the required date (e.g., because the baby arrived early or the adoption placement took place earlier than expected), the employee should inform the organization as soon as is reasonably practicable.

#### Leave Arrangements

SPL cannot be taken prior to the birth or adoption and can only start from or after the actual onset of labour/placement. Where an employee has chosen to start their SPL on the day of birth and they are at work on that day, their leave will begin the next day.

Only one period of leave is allowed even in the case of multiple births or adoption placements.

Leave cannot be taken in units of odd days. It must be taken in blocks of either one or two weeks.

The leave must have been taken within 56 days of the child's birth or placement. However, if the baby is born premature then the father/partner may elect either to take paternity leave immediately or be allowed the additional concession to take leave within 56 days of the first day of the expected week of childbirth as opposed to the actual date of the delivery.

In the sad event of a child being still born the father/partner is still entitled to paid paternity leave provided they meet the eligibility criteria and the mother had reached at least 24 weeks of pregnancy.

If an employee is taking leave for an adopted child and they are told before their SPL starts that the placement is not going ahead, they will not be entitled to SPL and SPP. If the child has been placed and a disruption occurs to the placement, the employee will still be entitled to SPL and SPP.

A father/partner may choose to follow paternity leave immediately by a period of unpaid Parental leave. See the policy on parental leave for full details.

#### Returning to Work

On return to work the employee has the right to return to the same job on the same terms and conditions that existed prior to paternity leave.

## PARENTAL LEAVE

#### What Is Parental Leave?

Parental leave is unpaid. You're entitled to 18 weeks' leave for each child and adopted child, up to their 18th birthday. The limit on how much parental leave each parent can take in a year is 4 weeks for each child (unless the employer agrees otherwise). You must take parental leave as whole weeks (eg 1 week or 2 weeks) rather than individual days, unless your employer agrees otherwise or if your child is disabled. You don't have to take all the leave at once. A 'week' equals the length of time an employee normally works over 7 days.

**Definition of a Parent** - the definition of a parent is a wide one and not only includes biological but also adoptive parents, as well as those who have acquired responsibility for a child, e.g., a legal guardian or the new partner of a parent, provided they meet all the other eligibility criteria. Parents do not have to live with the child.

**Eligibility** - To be entitled to take unpaid parental leave the employee must either be named on the child's birth certificate or they must have (or expect to have) parental responsibility under the law for the child. If they are the parent of a child born or adopted on or after 15 December 1999, they must also have completed one year's qualifying service with Chestnut Group at the time they want to take leave.

#### **Pay and Benefits during Parental Leave**

Employees are not entitled to receive remuneration during parental leave.

A period of parental leave does not affect an employee's entitlement to paid annual leave or Company benefits.

#### **How Much Leave May Be Taken?**

Employees are entitled to unpaid parental leave for up to 18 weeks for each child. In the case of multiple births each child qualifies and therefore a parent of twins could take up to 26 weeks' leave. An employee can take leave in blocks of one week or more, and up to a maximum of four weeks in a year for each eligible child.

Parents of a disabled child may take up to 18 weeks' parental leave for each child. They may take the leave in odd days rather than weeks.

#### **When Must Leave Be Taken By?**

The parents of children born or adopted after 15 December 1999 must use parental leave before the child's 18th birthday.

#### **Giving Notice to Take Leave**

The employee must submit a request, verbally or in writing, giving at least 28 days' notice of an intention to take leave and when it will start and end.

The Company will respond within seven days from receipt of a request to postpone the leave if it would unduly disrupt the business, e.g., if the time requested is a particularly busy period or other employees have already been granted the same period of time off.

The Company will propose suitable alternative dates; however, leave will not be postponed more than six months after the original requested date. Leave will not be postponed if the employee requests to take it immediately following the birth or adoption of a child. In this case the employee must give 21 days' notice before the expected **due date or placement date**. **Babies rarely arrive on time and it is the actual birth that triggers the commencement of leave in this case.**

#### **Parental Leave and Maternity Leave**

Employees may request to take a period of parental leave at the end of maternity or adoption leave. An employer can postpone this request, if necessary, using the same procedure as detailed above.

#### **Terms of the Contract while on Leave**

The employee remains under the terms of their contract of employment throughout parental leave with the exception of remuneration.

The employee remains entitled to:

1. The employer's implied obligation of trust and confidence;
2. Any terms of the contract relating to:
  - Notice of termination
  - Compensation in the event of redundancy, and
  - The disciplinary and grievance procedures

The employee remains bound by his or her implied obligation to the employer of good faith and the terms of their contract relating to:

1. Notice of termination;
2. The disclosure of confidential information;
3. The acceptance of any gifts or other benefits;
4. The employee's participation in any other business.

#### **Returning to Work**

At the end of leave the employee is entitled to return to the same job as before on the same terms and conditions of employment.

In the case of a period of leave in excess of four weeks the employee is entitled to return to the same job unless it is not reasonably practicable to do so. In this case the employee will be offered suitable alternative employment on matching or better terms and conditions.

If parental leave is taken to extend maternity or adoption leave then the following return to work rights will apply:

1. If the employee extends ordinary maternity/ordinary adoption leave by up to 4 weeks parental leave, they retain the right to return to their original job on the same terms and conditions. If leave is extended by more than 4 weeks parental leave and it is not reasonably practicable to return to the same job, an alternative can be offered but on matching terms and conditions.
2. If an employee extends additional maternity/additional adoption leave by any period of parental leave the employee is also entitled to return to the same job, on the same terms and conditions as if they had not been absent. However, if there is some reason why it is not practicable for the employee to return to the same job they will be offered a similar job on terms and conditions that are no less favourable than their original job.

## ADOPTION LEAVE

### What Is Adoption Leave?

Adoption leave is used for eligible employees who have been matched with a child or are having a child through a surrogacy arrangement. If a couple jointly adopt a child, one (the main adopter) may take adoption leave and the other parent may be able to take paternity leave or shared parental leave.

### Eligibility

Adoption leave is only available if you are adopting through a UK or overseas adoption agency. It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative.

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

- An adoption agency has given you written notice that it has matched you with a child for adoption and tells you the Expected Placement Date.
- You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
- Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity or shared parental leave).

### Definitions

The definitions in this paragraph apply in this policy.

- "Qualifying Week": the week, starting on a Sunday, in which you are notified in writing by an adoption agency of having been matched with a child.
- "Expected Placement Date": the date on which an adoption agency expects that it will place a child into your care with a view to adoption.
- "Ordinary Adoption Leave (OAL)": a period of up to 26 weeks' leave available to all employees who qualify for adoption leave as per the entitlement section below.
- "Additional Adoption Leave (AAL)": a further period of up to 26 weeks' leave immediately following OAL.

### Notice Requirements

You must give us notice in writing of:

- the Expected Placement Date; and
- your intended start date for adoption leave ("Intended Start Date").

This notice should be given not more than seven days after the agency notified you in writing that it has matched you with a child.

At least 28 days before your Intended Start Date (or, if this is not possible, as soon as you can), you must also provide us with:

- A Matching Certificate from the adoption agency confirming the agency's name and address, the date you were notified of the match and the Expected Placement Date.
- Written confirmation that you intend to take statutory adoption leave and not statutory paternity or shared parental leave.

### Overseas Adoption

If you are adopting a child from overseas, the following will apply:

You must have received notification that the adoption has been approved by the relevant UK authority ("Official Notification").

You must give us notice in writing of:

- your intention to take adoption leave;
- the date you received Official Notification; and
- the date the child is expected to arrive in Great Britain.

This notice should be given as early as possible but in any case within 28 days of receiving Official Notification (or, if you have less than 26 weeks' employment with us at the date of Official Notification, within 30 weeks of starting employment).

You must also give us at least 28 days' notice in writing of your Intended Start Date. This can be the date the child arrives in Great Britain or a predetermined date no more than 28 days after the child's arrival in Great Britain.

You must also notify us of the date the child arrives in Great Britain within 28 days of that date.

We may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.

### Starting Adoption Leave

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.

You must notify us of your Intended Start Date in accordance. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to adoption leave ("Expected Return Date").

You can postpone your Intended Start Date by informing us in writing at least 28 days before the original date or, if that is not possible, as soon as you can.

You can bring forward your Intended Start Date by informing us in writing at least 28 days before the new start date or, if that is not possible, as soon as you can.

### Statutory Adoption Pay

Statutory adoption pay ("SAP") is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:

- you have been continuously employed for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week;
- your average weekly earnings during the eight weeks ending with the Qualifying Week (the "Relevant Period") are not less than the lower earnings limit set by the Government; and
- you have given us the relevant notifications as per the notification section above.

SAP is paid at a Prescribed Rate which is set by the Government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower.

SAP accrues with each complete week of absence but payments shall be made on the next normal payroll date. Income Tax, National Insurance and pension contributions shall be deducted as appropriate.

For payment purposes, all SAP payments are calculated based upon an employees' basic average weekly earnings in the eight weeks up to and including the qualifying week.

### Terms & Conditions during OAL and AAL

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

- benefits in kind such as life insurance and health insurance shall continue;
- annual leave entitlement under your contract shall continue to accrue; and
- pension benefits shall continue.

### Redundancies during Adoption leave

In the event that your post is affected by a redundancy situation occurring during your adoption leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on maternity and adoption leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

### Keeping in Touch

We may make reasonable contact with you from time to time during your adoption leave.

You may work (including attending training) on up to ten days during adoption leave without bringing your adoption leave to an end. This is not compulsory and arrangements, including any additional pay, would be discussed and agreed with your line manager or the Human Resources Team.

Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:

- updating you on any changes that have occurred during your absence;
- any training needs you might have; and
- any changes to working arrangements (for example, if you have made a request to work part time).

### Returning to Work

Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date changes we shall write to you within 28 days of the start of adoption leave with a revised Expected Return Date.

You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been had you not been absent.

However, if you have taken any period of AAL or more than four weeks' parental leave, 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.

## PARENTAL BEREAVEMENT LEAVE AND PAY

Parental bereavement leave is time off to deal with the death of a child, if they die under the age of 18 or are stillborn. Parents also have a right to time off for dependents.

Eligible parents will be required to inform their General Manager of the situation.

Eligible parents have a right to 2 weeks of -

Statutory Parental Bereavement Leave if they are an employee, and starts from day one of employment. The Leave can be taken in the 56 weeks following their child's death.

This right will apply to the -

- biological parent
- adoptive parent, if the child was living with them
- person who lived with the child and had responsibility for them, for at least 4 weeks before they died
- 'intended parent' - due to become the legal parent through surrogacy
- Partner of the child's parent, if they live with the child and the child's parent in an enduring family relationship

Parental Bereavement Pay entitlement applies if -

- The child dies under the age of 18 or is stillborn after 24 weeks' of pregnancy
- They were employed when their child dies
- They'd worked for the employer for at least 26 weeks, on the Saturday before the child's death
- They earn on average at least £120 per week, before tax

For further information contact Group HR Manager.

Taking Statutory Parental Bereavement Leave - a team member can choose to take either 1 or 2 weeks' leave. If a team member takes 2 weeks, this can be taken in one go, or as 2 separate weeks. The leave must end within 56 weeks of the child's death. The date of the child's death is the first day of the 56 weeks. Notice must be given to your General Manager. If you decide to take leave after the first 8 weeks (56 days) since the child died, the team member must give the Company 1 week's notice to take the leave or if they want to cancel the leave. Any cancelled leave can be taken later by giving notice again.

Statutory Parental Bereavement Pay - team members must ask their General Manager in writing to receive Statutory Parental Bereavement Pay. Notice must be given within 28 days of starting leave. If you wish to take the 2 weeks separately, notice in writing must be given for each week. This can be in one document.

## **MORE INFORMATION**

### **ALTERATIONS TO CONTRACT**

The Chestnut Group reserves the right to make any reasonable minor changes to your terms and conditions of employment, or policies and procedures from time to time.

You will be notified of any minor changes by way of a general notice to all team members affected by the change. Any such changes will take effect from the date of notice.

You will be given no less than one month's written notice of any significant changes, which may be given by way of an individual notice or general notice to all employees. Such changes would be deemed to be accepted unless you notify our company of any objection in writing before the expiry of the notice period.

### **DEDUCTIONS FROM PAY**

Our Company has the right to make deductions from your salary in circumstances where (for any reason) there has been an overpayment of remuneration, reimbursement (eg expenses) or any other payment in excess of your contractual entitlement. In all cases, where an overpayment has been made, you will be notified in advance of an intended deduction.

Deductions may also include any deductions from non-returned items of uniform or such that we have been ordered to make from your salary by way of an Attachment of Earnings Order, fines, statutory Paternity Order or any other deductions order determined by a Court of Law.

### **ANTI-BRIBERY POLICY**

The Company is committed to the highest standards of ethical conduct and integrity in its businesses in accordance to the Bribery Act 2010. The Company will not tolerate any form of bribery by, or of, its Team Members and are committed to implementing effective measures to prevent, monitor and eliminate bribery.

A bribe is a financial or other type of advantage that is offered or requested with the:



- Intention of inducing or rewarding improper performance of a function or activity
- Knowledge or belief that accepting such a reward would constitute the improper performance of such a function or activity
- A relevant function or activity includes public, state or business activities or any activity performed in the course of a person's employment, or on behalf of another company or individual, where the person performing that activity is expected to perform it in good faith, impartially, or in accordance with a position of trust.

A criminal offence will be committed under the Bribery Act 2010 if:

- A colleague or associated person acting for, or on behalf of, the Company offers, promises, gives, receives or agrees to receive bribes; or
- The Company does not have the defence that it has adequate procedures in place to prevent bribery by its team members

### What is Prohibited?

The Company prohibits colleagues or associated persons from offering, promising, giving, soliciting or accepting any bribe. The bribe might be cash, a gift or other inducement to, or from, any person or company, private person or company. The bribe might be made to ensure that a person or company improperly performs duties or functions to gain any commercial, contractual or regulatory advantage for the Company in either obtaining or maintaining Company business, or to gain any personal advantage, financial or otherwise, for the individual or anyone connected with the individual. This prohibition also applies to indirect contributions, payments or gifts made in any manner as an inducement or reward for improper performance, for example through consultants, contractors or sub-contractors, agents or sub-agents, sponsors or sub-sponsors, joint venture partners, advisors, customers, suppliers or other third parties.

### Records

All colleagues and, where applicable, associated persons, are required to take particular care to ensure that all company records are accurately maintained in relation to any contracts or business activities, including financial invoices and all payment transactions with clients, suppliers and public officials.

Due diligence should be undertaken by all colleagues and associated persons prior to entering into any contract, arrangement or relationship with a potential supplier of services, agent, consultant or representative. Colleagues and associated persons are required to keep accurate, detailed and up-to-date records of all corporate hospitality, entertainment or gifts accepted or offered.

### Principle

Any gifts, rewards or entertainment received or offered from clients or suppliers should be reported to Group General Manager. In certain circumstances, it may not be appropriate to retain such gifts. As a general rule, small tokens of appreciation, such as flowers or a bottle of wine, may be retained by team members.

Prior written approval from a property General Manager or Group General Manager is needed to provide gifts to suppliers and clients. Records and receipts must be provided for repayment.

### Reporting Suspected Bribery

The Company depends on its colleagues and associated persons to ensure that the highest standards of ethical conduct are maintained in all its business dealings. Team members are requested to assist the Company and to remain vigilant in preventing, detecting and reporting bribery.

It is imperative to report any concerns to your General Manager as soon as possible including:

- Any suspected or actual attempts of bribery
- Concerns that other team members may be being bribed, or
- Concerns that other team members may be bribing third parties, such as clients/suppliers.

Team members who report instances of bribery in good faith will be supported by the Company. The Company will ensure the individual is not subjected to detrimental treatment as a consequence of his/her report. Any instances of detrimental treatment by a fellow team member because a team member has made a report will be treated as a disciplinary offence. An instruction to cover up wrongdoing is itself a disciplinary offence. Please refer to the Whistle Blowing Policy.

### Action by the Company

The Company will fully investigate any instances of alleged or suspected bribery. Team members suspected of bribery may be suspended from their duties whilst an investigation is being carried out. The Company will invoke its disciplinary procedures where any team member is suspected of bribery, and proven allegations may result in a finding of gross misconduct and immediate dismissal.

### Charitable Donations

The Company considers that charitable giving can form part of its wider commitment and responsibility to the community. The Company supports a number of charities that are selected in accordance with objective criteria. The Company may also support fundraising events involving colleagues.

## **BULLYING AND HARASSMENT POLICY STATEMENT**

We aim to promote an inclusive culture where we are all encouraged to treat each other with dignity and respect. We will not tolerate any forms of bullying or harassment in or outside of the workplace.

Bullying can be characterised as: offensive, intimidating, malicious or insulting behavior and an abuse or misuse of power through means that undermine, humiliate, belittle or injure the recipient.

Harassment is unwanted conduct relating to one of the nine protected characteristics (race, age, sex, marriage or civil partnership, gender reassignment, sexual orientation, disability, religion or belief, pregnancy and maternity), which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual.

If you feel that you have been bullied or harassed at work, you must speak to your General Manager or contact the HR department immediately. They will advise you on the appropriate course of action.

If, after investigation, we conclude that harassment or bullying has taken place, the team member(s) concerned will be subject to our company's disciplinary procedure that could result in their dismissal.

## **CCTV POLICY STATEMENT**

This policy sets out the Chestnut Group's approach to the use of CCTV in the workplace and its effect on team members and guests.

The primary use of CCTV is to protect the property and people within the Chestnut Group sites. It is not the Chestnut Group's intended purpose to use CCTV for monitoring the work of team members or finding out whether or not they are complying with the organisation's policies and procedures.

Cameras are installed in the sites for the purpose of detecting and preventing crime.

The following principles apply:

- CCTV will be installed only when and where it is a necessary and proportionate way of dealing with a problem;
- The Chestnut Group will ensure that all cameras are set up in a way that ensures that there is minimal intrusion of privacy, and that any intrusion is fully justified;
- Signs will be displayed prominently to inform employees and other individuals that CCTV is in use;
- No images and information will be stored beyond those which are strictly required for the stated purpose of a surveillance camera system;
- Access to retained images and information will be restricted, with clearly defined rules on who can gain access;
- It is not the intention that CCTV in the sites be used to monitor the quality and amount of work completed by an employee
- Surveillance images and information will be subject to appropriate security measures to safeguard against unauthorised access and use.

## **CCTV GUIDELINES - CCTV Footage**

- Live CCTV footage can be viewed by: General and Assistant Managers of all properties
- Recorded CCTV footage can be reviewed (not deleted or amended) by: property Manager
  - member of Chestnut Group Management Team
  - The Police under supervision of the property Manager
- Camera surveillance will be maintained at all times and footage continuously recorded and held on system memory for a period of up to 30 days.
- To maintain and preserve the integrity of any External Storage Device (ESD) used to record events from the hard drive and the facility to use them in any future proceedings, the following procedures for their use and retention will be strictly adhered to:
  - Each ESD must be identified by a unique reference number;
  - Before using, each ESD must be cleared of any previous recording;

- The person responsible for recording will register the date and time of the ESD recording, including the ESD reference number;
- An ESD required for evidential purposes, be it internal or external, must be sealed, witnessed, signed by the member of staff responsible for the recording, dated and stored in a separate, secure evidence ESD store or archive. If an ESD is not copied for the police before it is sealed, a copy may be made at a later date providing that it is then resealed, witnessed, signed by the member of staff, dated and returned to the evidence ESD store or archive.
- Team members and guests whose images are recorded have a right to view those images of themselves and to be provided with a copy of the images within 40 days of their request, as long as they have not been automatically deleted. Employees making such a request should write to the Chestnut Group (Group HR Manager) providing the relevant time and date of the image, so that they may be easily identifiable.

#### CCTV – Chestnut Group Team Members

1. As stated the primary purpose of CCTV is to protect the property and people of Chestnut Group. However, when CCTV is installed in a workplace, it is likely to capture pictures of team members or worker, even if they are not the main subject of surveillance.
2. CCTV evidence may be used as part of a team member investigation where, in the reasonable belief of the Chestnut Group, there may have been serious or gross misconduct committed. In such cases the footage must be requested by the Group HR Manager. In the case of a worker (non Chestnut Group employee) any evidence identified may be passed to the employer.
3. In accordance with the CCTV Code of Practice, where footage is used in disciplinary proceedings, the footage will be retained and the worker allowed to see and respond to the images.
4. Complaints about the operation of the CCTV system should be addressed initially to the Group General Manager of the Chestnut Group.

## CONFIDENTIALITY STATEMENT

You shall not divulge to any person the following matters, without our company's consent, during your employment or after termination.

Any confidential information concerning the business, its dealings or affairs, including security arrangements. For example: repeating conversations, which are considered confidential, divulging security procedures.

Any information concerning financial matters. For example: discussing financial budgets, suppliers, wage rates or payment terms.

## DATA PROTECTION POLICY STATEMENT

As part of the General Data Protection Regulation 2018, you have the right to access any information we hold on your personnel file. Should you wish to do this, you must apply in writing to our Group HR Manager stating which information you require via a Subject Access Request Form.

If you are found to be disclosing another Team Member's personal data or using it for your own purposes without our authority, you may be committing a criminal offence unless you have a legal justification for its disclosure. If you don't have legal justification you could go through our company's disciplinary process and may face dismissal.

**Please see Appendix 1 for the Team Fair Data Processing Notice**

**Please see Appendix 2 for the Subject Access Request**

**Please see Appendix 3 for the Personal Data Breach Notification Procedure**

## DISCIPLINARY POLICY AND PROCEDURE

### Policy

We aim to help and encourage all Team Members to achieve and maintain high standards of conduct, attendance and job performance. The Company rules and this procedure apply to all employees once they have successfully completed their probationary period, however it does not provide any individual with contractual rights. The aim is to ensure consistent and fair treatment for all in the Company.

The procedure is designed to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated.

At every stage in the procedure the individual concerned will be given the opportunity to state his or her case before a decision is made.

Team Members have a right to appeal against First Written Warnings, Final Written Warnings and Dismissal Penalties (ie Stages 2,3 and 4 of this Disciplinary Policy).

The procedure may be implemented at any stage if the alleged misconduct warrants such action.

Nobody will be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will normally be dismissal with neither notice, nor payment in lieu of notice.

## Procedure

### **Investigation:**

Before any disciplinary hearings are held, the case will be fully investigated. Investigation focuses on gathering all of the facts surrounding the particular case. The nature of the investigation will depend upon the matter in question, however it is likely to involve one or more of the following; interviewing those likely to be in possession of relevant information or experiences, reviewing documentation (including personal and computer records), examining previous relevant conduct and where appropriate, an investigatory hearing with the individual concerned.

### **Disciplinary Action:**

If there is a concern regarding an individual's conduct or performance which may result in disciplinary action, the Company will set out in writing the alleged conduct or complaint which has led to the Company considering the disciplinary action and a copy of this will be given to the individual with a request that they attend a disciplinary meeting. The individual will be given a reasonable opportunity to consider and prepare their response prior to attending the disciplinary meeting. Team Members may be accompanied by a workplace colleague (someone employed by the Chestnut Group) or a Trade Union Representative.

During the course of the meeting the individual concerned will be given an opportunity to make representations. No action (other than a possible suspension pending investigation) will take place before that meeting has taken place. All persons to whom this policy applies must take all reasonable steps to attend the meeting.

After the meeting has taken place, the individual will be informed of any decision.

Minor faults will be dealt with informally ideally by your Line Manager or General Manager.

Counselling will be offered if appropriate.

Where the matter is more serious the following procedure will be used.

Penalties that may be applicable following a disciplinary hearing:

#### Stage 1 - Formal Verbal Warning

If, despite informal discussions, conduct or performance does not meet acceptable standards, normally a formal VERBAL WARNING will be issued. The individual will be advised of the reason for the warning and that it constitutes the first stage of the disciplinary procedure. A note of the verbal warning will be kept on the individual's personnel file but will usually be disregarded for disciplinary purposes after 6 months, subject to achievement and sustainment of satisfactory conduct and/or performance.

#### Stage 2 - First Written Warning

If the misconduct or poor performance is more serious, or if there is no improvement in standards, or if further misconduct or poor performance occurs while a verbal warning remains active on the individual's personnel file, a FIRST WRITTEN WARNING will be issued. This will give details of the complaint, the improvement or change in behavior required and the timescale for it. A copy of this warning will be kept on the individual's personnel file but will usually be disregarded for disciplinary purposes after 12 months' subject to achievement and sustainment of satisfactory conduct and/or performance.

#### Stage 3 - Final Written Warning

If conduct or performance remains unsatisfactory or if there is further misconduct while a prior warning remains active on the individual's personnel file, or if the offence is serious enough to warrant only one written warning a FINAL WRITTEN WARNING will be issued. This will give details of the complaint, the improvement or change in behaviour required and the timescale for it. It will also warn that failure to improve or any reoccurrence of the offence, or other misconduct may lead to action under Stage 4 (dismissal or some other action short of dismissal) and will confirm the right of appeal. A copy of this warning will be kept on the individual's personnel file for 12 months.

### **Misconduct:**

The following are examples of matters that will normally be regarded as misconduct and may lead to disciplinary sanctions:

- a. Minor breaches of company policies, rules and regulations
- b. Minor breaches of your employment contract
- c. Damage to, or unauthorised use of, company property
- d. Poor timekeeping

- e. Time wasting
- f. Unauthorised absence from work
- g. Refusal to follow instructions
- h. Use of company telephone for personal calls
- i. Obscene language or other offensive behaviour
- j. Negligence in the performance of your duties
- k. Smoking in a non-smoking area
- l. If you are required to drive as part of your normal job description duties and if you are no longer legally permitted to drive for any reason the Company reserves the right to instigate disciplinary procedures.

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

#### **Gross Misconduct:**

The Company regards gross misconduct as 'any act or omission that does, or is likely to, discredit or compromise the integrity of the Company. The following, not exhaustive, list provides examples of such acts or omissions, which would normally be regarded as gross misconduct. If after investigation the Company is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

The following are examples of such acts or omissions that are normally regarded as gross misconduct:

- a. Deliberate and serious damage to property
- b. Serious misuse of the Company's property or name
- c. Deliberately accessing internet sites containing pornographic, offensive, obscene or other inappropriate material
- d. Serious insubordination
- e. Unlawful discrimination or harassment
- f. Bringing the organisation into serious disrepute
- g. Incapability brought on by alcohol or illegal drugs
- h. Causing loss, damage or injury through serious negligence
- i. Serious breach of health and safety rules
- j. Theft, or unauthorised removal of Company property of an employee, contractor, customer, or member of the public
- k. Fraud, forgery or other dishonesty, including fabrication of expense claims and timesheet
- l. Acceptance of bribes or other secret payments arising out of the individual's employment
- m. Deliberate damage to Company buildings, fittings, property or equipment, or the property of an employee, contractor, customer or member of the public
- n. Actual or threatened violence, bullying or other behaviour which provokes violence
- o. Conviction for a criminal offence that in the opinion of the Company may affect our reputation or our relationships with our employees, customers, or the public, or otherwise affects your suitability to remain an employee
- p. Being under the influence of alcohol, illegal drugs or other substances during working hours
- q. Possession, use, supply or attempted supply of illegal drugs
- r. Repeated or serious disobedience of instructions, or other serious act of insubordination
- s. Serious neglect of duties, or a serious or deliberate breach of your employment contract or operating procedures
- t. Serious or repeated breach of health and safety rules or serious misuse of safety equipment
- u. Knowing breach of statutory rules affecting your employment
- v. Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure
- w. Unauthorised use, processing or disclosure of personal data contrary to our Data Protection Policy
- x. Failure to adhere to Company's policies and procedures may be considered to be gross misconduct.

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

#### Stage 4 - Dismissal or Alternative Sanctions

If there is no satisfactory improvement or if further misconduct occurs while a prior warning remains active on the individual's personnel file, or if the offence is serious enough, the final step in the procedure is dismissal or some other action short of dismissal such as demotion. Written reasons for the action taken, the date on which it will take effect, and confirmation of the right of appeal will be issued after the Stage 4 meeting.

If some sanction short of dismissal is imposed, written details of the complaint will be provided, along with a note that dismissal could still apply if there is no satisfactory improvement, and confirmation of the right of appeal. A copy of the note will be kept on the individual's personnel file but will usually be disregarded for disciplinary purposes after 2 years subject to achievement and sustainment of satisfactory conduct and/or performance.

In appropriate cases we may consider sanction short of dismissal such as:

- a. Demotion
- b. Transfer to another department or job
- c. Period of suspension without pay
- d. Loss of seniority
- e. Reduction in pay
- f. Loss of future pay increment or bonus

## Suspension

While the alleged gross misconduct is being investigated, it may be appropriate for the individual to be suspended from work on full pay. Such suspension will not be regarded as disciplinary action and will be for as short a period as possible.

Appeals against disciplinary decisions must be made to the next level of management, (this will be clarified to you at the meeting) setting out in writing the grounds upon which the appeal is based. Appeals must be lodged with HR within 3 working days of receipt of written confirmation of the disciplinary sanction. HR will arrange for a senior manager to hear your appeal and decide the case within 10 working days. Their decision is final. At the appeal any disciplinary penalty imposed will be reviewed but cannot be increased.

## GRIEVANCE POLICY AND PROCEDURE

### Policy

It is the Company's sincere aim to deal with and rectify any grievances as swiftly and diplomatically as possible. The Company recognises that given the nature and demands of the retail sector there may be from time to time issues arising, whether between the Company and the Team Member or between individual Team Members that should be dealt with appropriately and proportionally through a simple grievance procedure.

### Procedure

1. Should there be an issue arising that causes a Team Member to site a reasonable level of grievance, then the Team Member must bring this to the attention of your line manager as soon as possible. This should be verbally and in private. Please note that there is an absolute requirement for any issue of concern or potential grievance to be brought to the notice of your line manager or General Manager as soon as possible. In most instances the quicker a potential area of concern is addressed the easier it will be to deal with in a quick and satisfactory manner.
2. It will be for your line manager to decide on an appropriate course of action. Should they decide that the grievance sited is of a reasonable nature (as opposed to a frivolous complaint) but in his or her opinion can be dealt with on an informal basis then they will take appropriate action to resolve the issue through simple dialogue between the parties, this may be separately or in an informal meeting between those concerned.
3. If the grievance cannot be resolved in the manner as above (and it will be the Company's aim to try and resolve matters as quickly and as informally as possible) then the matter may be referred to the General Manager. He or she will attempt to find satisfactory resolution through a further informal discussion or discussions.
4. Should the issue be of a potentially more serious nature then the matter will be immediately referred to the General Manager/HR and they will decide if an investigation as to the seriousness of the grievance should warrant actions under the disciplinary procedures. (please see the Disciplinary Policy and Procedures).
5. If any informal attempts at a resolution to a genuine grievance have failed, you should apply in writing to the General Manager, with full details of the grievance regarding your employment. If you are dissatisfied with the decision taken by the General Manager you should appeal in writing within 3 days of receiving their written decision to HR and a director of the Company.

## DISLOYALTY STATEMENT

You are prohibited from damaging or potentially damaging the Chestnut's reputation, its intellectual property, its business operations and the management's ability to effectively manage the business.

Some examples of disloyalty to our company include discrediting our company to a client or imparting confidential information to an unauthorised person.

In extreme cases of disloyalty, such actions may be treated as gross misconduct.

## DRUGS & ALCOHOL POLICY & PROCEDURE

Our Team Members are our most valuable resource and their health and safety is of the utmost importance. The purpose of this policy is to help protect staff from the dangers resulting from the effects of drugs and other substance misuse and to encourage those with a drug or alcohol problem to seek help.

- Team Members who are required to take medicinal drugs for an on-going or spasmodic complaint should advise their line manager of this fact.
- In addition to the Company's duties to its staff, all team members are personally responsible for their own health &

safety and the safety of others who may be affected by their acts and omissions.

- The Company reserves the right to conduct drug and alcohol screening as part of pre-employment screening, and on any team member whilst at work or on Company property.
- Where an individual is suspected of being under the influence of drugs or alcohol they may be sent for a urine sample, which will be taken by an external organisation and results provided to the individual as soon as is practicable. Refusal to give such a sample will be treated as a positive sample.
- The Company prohibits the sale, unauthorised possession or use of illegal drugs on our premises.
- Anyone found selling or distributing drugs on our premises will be regarded as being in breach of their terms and conditions of employment and liable to summary dismissal.
- Employees must not be under the influence of drugs on reporting for work or at any time during their shift.
- Alcohol should not be brought into the workplace without the written permission of a General Manager.
- Team members with drug or alcohol problems will receive confidential support and a compassionate environment while receiving professional treatment for abuse.
- Any team members who appears to be unfit for work through alcohol or drugs will be suspended from work pending investigation.
- There is a zero tolerance policy relating to the consumption of alcohol on any property.
- The Company will make every effort to help team members deal with alcohol or drug difficulties.
- If any team member is concerned that they may have an alcohol or drug problem they should talk in confidence to their line manager or a member of the People Team
- Reasonable time off work for counselling or other treatment will be permitted.
- If a problem with alcohol or drugs comes to light because of performance or attendance issues, disciplinary action may be suspended while treatment is undertaken. If treatment is stopped before completion disciplinary action may recommence.
- Management will honor the confidentiality of any employee undertaking treatment for alcohol or drug problems.

## ENVIRONMENTAL POLICY

The Chestnut Group recognises that it can influence its impact on the environment in its capacity as both an employer and a service provider.

We therefore seek to minimise the impact of our activities on the environment whenever possible, and ensure that all Team Members promote environmental awareness both internally at our premises and externally within the community in the course of their work.

Chestnut Group provides a healthy and safe working environment for its Team Members and ensures that our Health and Safety Policy reflects environmental issues.

As a minimum, we seek to:

- Meet all relevant environmental regulations and legislation.
- Be mindful of the consumption of energy and water within our premises and encourage others to be aware.
- Encourage the use of environmentally friendly forms of transport, including public transport and car sharing, wherever possible.
- Promote re-cycling; reduce the use of non-renewable resources and the minimisation of waste. Promote re-use of materials and the lease environmentally damaging materials.
- Support our customers/suppliers with regard to the impact of their actions on the environment and encourage their own environmental awareness.
- Encourage all Team Members to use Chestnut Group's equipment, materials and services wisely. Team Members should try to reduce wastage and the subsequent impact of the environment by ensuring they close windows, avoid unnecessary lighting or heating or leaving taps running, switch off equipment when it is not in use and handle all materials with care.
- To use appropriate bins for waste and not to litter.
- To clean up spills with appropriate absorbents.
- To not empty chemicals or oils into drains or gullies.
- For all Team Members to participate fully in training programmes and co-operate with all measures taken to secure a successful environment health and safety system.

To ensure that this policy is fully supported, the Chestnut Group will endeavour to:

- Monitor procedures to ensure that the policy is adhered to and actions any rectification of breaches where identified.
- Review the policy periodically and amends, where necessary, in light of any changes to legislation.
- Ensure that Team Members are adequately supported to put these guidelines into practice.

## EQUAL OPPORTUNITIES AND DIVERSITY POLICY

The Company is an equal opportunities employer. Our future success in a highly competitive world depends on our fair and equal treatment of job applicants and employees, and on the development of their skills and abilities.

It is the Company's aim that there shall be equal opportunities within the organisation. The Company does not allow discrimination, either direct or indirect, on the grounds of sex, marital status, civil partnership status, pregnancy, disability, religion or belief, colour or race, nationality, national or ethnic origins, sexual orientation, trans-gender status, or age. Our team members and applicants shall not be disadvantaged by any policies or conditions of service, which cannot be justified as necessary for operational practice.

Through this policy, the training and development of managers and Team Members, the Company will do all it can to promote good practice in these areas to eliminate discrimination and harassment as far as is reasonably possible.

The non-discrimination principle inherent in this policy includes the prohibition of discrimination against an individual because he or she associates with someone of a particular race, religion, sexual orientation, age, etc.

The prohibition on discrimination applies equally to situations where someone thinks or perceives (whether rightly or wrongly) that a colleague is of a particular race, sexual orientation, age, sex or that he or she has a disability, is a trans-gender person or is pregnant.

This policy applies to the processes of recruitment and selection, promotion, training, conditions of work, pay and benefits and to every other aspect of employment. Additionally, it applies to internal and external job applicants, all employees and other workers whether full time, part time, seasonal, temporary or contract.

The Chestnut Group operates retirement age in line with your pension policy or normal retirement age - as from time to time amended by legislation.

## **DIVERSITY STATEMENT**

Chestnut is committed to valuing diversity in all areas of employment. We strive to maintain an environment that is based on merit and inclusiveness. We are committed to ensuring all people can develop their full potential, irrespective of race, gender, marital status, sexual orientation, disability, age, political opinion, religion, belief, ethnic or national origin or part-time status.

These principles will apply to recruitment, training, promotion, dismissal, transfer and all other benefits, terms and conditions of employment.

You have an obligation to apply these principles in practice. It is the responsibility of every Team Member, contractor, agency staff or other individual working for the Company to ensure that the Company's Equal Opportunities and Diversity policies are observed and to understand clearly that there is a moral and legal duty not to discriminate against individuals. Any act of discrimination by an employee will be regarded as a disciplinary matter and will be dealt with in accordance with the Disciplinary Policy.

## **HEALTH AND SAFETY POLICY – UPDATED JULY 2020**

Under the Health & Safety legislation, you have a responsibility to yourself and to others for ensuring adherence to our Company's Health & Safety regulations. It is imperative to complete any training regarding new H&S around COVID-19 and follow every process and procedure implemented in your property. The full H&S Policy is available to be viewed from your General Manager.

All accidents and unsafe situations must be reported to your Line Manager immediately. Accidents must be recorded in the establishment Accident Book usually located in the General Manager's office.

Any open cuts, abrasions or areas of skin showing signs of infection must be covered with a waterproof dressing. Uniforms and suitable footwear and any protective clothing must be worn at all times when working amongst food commodities.

Personal protective equipment (PPE) is provided for your safety, it is important that you use the appropriate PPE at all times and it is a disciplinary offence not to wear PPE when undertaking tasks that require it.

If you have any Diarrhoea and Vomiting please do not return to work until 48 hours have passed without any symptoms. This is to avoid the spread of the germs throughout the business.

Non-adherence to the above could lead to disciplinary procedures.

## **LOST PROPERTY PROCEDURE**



Team members finding money, clothing or property left anywhere on Company property should immediately inform their General Manager.

Details will then be recorded of the date, time and location where the item was found with a description of the property.

Claimants for lost property should be referred to the General Manager to recover their goods.

Please understand that in our business it is not uncommon for customers to leave belongings behind and please make sure you take the requisite care to ensure that they can be returned to their rightful owners.

## LICENSING LAW

If your job involves the service of alcohol, there is a legal requirement for you to familiarise yourself with your responsibilities under the Licensing Act. It is illegal to:

- Serve incorrect quantities of intoxicating liquor
- Serve diluted beers, wine or spirits
- Continue selling intoxicating liquor to a rowdy drunken person
- Charge a price not in accordance with the displayed price list
- Serve intoxicating liquor to persons under 18 years, or in accordance with current licensing regulations
- Permit the consumption of alcohol outside licensing hours or in breach of any specific restrictions that apply to the sites' specific premises license
- Service persons under the age of 16 with tobacco products
- Consume alcohol whilst on duty
- Sell and/or allow a serving Police Officer alcohol on the premises

## MOBILE PHONE & ELECTRONIC DEVICE POLICY

Chestnut expects that team members will devote their full time, energy and attention at work to their job responsibilities and duties. The use of personal cell phones or other electronic devices (including personal iPods, iPads, smartphones, etc.) while at work represents an obvious distraction that can affect a team member's productivity and efficiency as well as workplace safety.

Those who bring cell phones or other electronic devices to work should keep them turned off and must not use them during working hours. This includes checking voice mail, e-mail, text messages or picture-messaging, as well as any other possible use of the cell phone or device.

Personal mobile phones and electronic devices should be turned on and used only during approved meal and rest breaks when a team member is not on duty. Even during breaks when it is acceptable to use cell phones and electronic devices, they must not be used in an area where their use can be overheard by, or otherwise be a distraction to, others. Nor should they be used in any inappropriate way.

The company bans photo or video mobile facilities for security reasons.

Failure to abide by this policy may result in disciplinary action, up to and possibly including, suspension and/or termination. If the breach includes a Health and Safety issue then this **will** result in disciplinary action.

## MODERN SLAVERY STATEMENT

We are committed to monitoring our practices to ensure that slavery and human trafficking are not taking place in any of our supply chains or in any part of our business. This statement is our public commitment that no slavery or human trafficking will knowingly be permitted, supported or endorsed through our business or supply chains at any time. We commit to ensuring our business practices are continuously reviewed and checked and we will apply a robust approach to the management of existing suppliers as well as identification and selection processes for all new suppliers to mitigate and manage any risks.

### Our policy on Modern Slavery

We have zero tolerance towards modern slavery and we are fully supportive of the Modern Slavery Act 2015 and its intention to tackle modern slavery in all its forms, including slavery, servitude, forced labour and human trafficking.

We are committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business. Our policy is that we will act ethically and with integrity in all our business relationships and will implement and enforce effective systems and controls to ensure slavery and human trafficking is not taking place anywhere in our supply chains.

### Our business and supply chain

We currently operate exclusively in East Anglia, United Kingdom, however we acknowledge and recognise the potential for modern slavery to occur regardless of location. We commit to remaining vigilant at all times and to mitigate the risks in all our business activities and within our supply chains.

We are committed to implementing and enforcing effective systems and controls to seek to ensure that modern slavery is not taking place anywhere in our business or supply chains. We will monitor and take a continuous improvement approach to doing this. We will aim for greater transparency within our business and supply chain so that we can better understand where the risks lie thus becoming better informed in our decisions to prioritise improvement processes that will prevent our direct or indirect support for any act of modern slavery.

## PERFORMANCE MANAGEMENT PROCESS

Chestnut has a formal performance management process to ensure that we all meet all personal and financial objectives required to guarantee the success of the business.

At the end of your first 4-weeks, your probationary period and the beginning of every subsequent fiscal year, you will meet with your manager to set clear objectives and expectations for the year ahead.

At the end of every fiscal year, you will meet with your manager to review your performance during the past year and a performance assessment will be completed. HR will review all phases in the performance management process in order to ensure consistency across the Company.

## PERFORMANCE IMPROVEMENT POLICY

The Company recognises the difference between:

- A deliberate failure on the part of the team member to perform to the standards of which he/she is capable, in which case the company will use its disciplinary procedure; and
- A case of incapability, where a team member is lacking in knowledge, skill or ability and so cannot carry out his/her duties to the standard required, in which case the company will operate its Performance Improvement Policy.

If it becomes clear that a team member is not performing his/her duties to the required standard due to a lack of knowledge, skill or ability, a meeting will be organised to discuss the matter. The company will;

- Make the team member aware that he/she is not performing to the required standard
- Give the team member a reasonable period to improve and undertake any training that is deemed necessary; and
- Offer the team member closer supervision by his/her manager

At the end of this period, another meeting will be arranged to review the progress and decide whether or not any further action is required.

If there has been no improvement a more formal meeting will be held. This now will follow the disciplinary policy route. There will be a warning about his/her performance, given a further chance to improve. Once the Company has exhausted all attempts to improve the colleague's performance, it may become dismissal.

## PERSONAL PROPERTY POLICY

The Chestnut Group cannot be held responsible for any damage or loss to personal belongings. You must inform your manager immediately of any losses or thefts. Please refer to your Induction notes on where to keep personal property at each site. We recommend that your home contents insurance covers any item that you bring to work.

## REDUNDANCY STATEMENT

It is our Company's intention to avoid redundancies wherever possible and seek alternative solutions. In the event that your position becomes at risk, you will be consulted with as soon as possible, whereby you can ask any questions, gain advice or give feedback. Should there be no other alternative to redundancy, you may be eligible for statutory redundancy pay and a period of notice in accordance with legislative provisions and/or the Contract of Employment.

## RIGHT OF SEARCH POLICY

We reserve the right to search you or your belongings at any time. Failure to comply will be treated as Gross Misconduct.

## SMOKING POLICY

Chestnut operates a strict policy in regard to smoking at work:

1. Smoking is strictly forbidden within all internal areas of Chestnut Group sites.
2. Smoking is only permitted in clearly designated outside non-work areas, which will be identified during team member induction.
3. Where smoking is permitted adequate receptacles will be made available for the safe disposal of cigarette ends and other smoking materials.
4. Smoking is only permitted during your designated break times which will be in line with the company provision for breaks as per the employee handbook and as authorised by your line manager.
5. No smoking is allowed during service under any circumstances, before and after service is the only time staff are allowed to smoke.
6. It is your responsibility to ensure your maintained high level of personal hygiene (smelling of smoke on your clothes and your breath) and appearance at all times.
7. Visitors and temporary staff will also be expected to abide by this policy.
8. Responsibility for implementing and monitoring this policy rests with the General Manager of each site.
9. Breaches of this policy will be subject to the normal disciplinary procedures.
10. Remember it is an illegal offence to smoke in non-smoking designated areas.

If you need any help and advice with giving up smoking then please contact the Group HR Manager for further information.

## SOCIAL MEDIA POLICY

The Social Media Policy exists to clearly describe the basic principles to be observed by employees of Chestnut when they use their personal account devices and accounts.

### Policy

In using social media Chestnut team members will bear in mind that information posted by individuals can have both a positive or negative impact on society. We should always try to discipline ourselves, as a member of society, with sound judgment so that we may not behave in a way that departs from social norms. Moreover Chestnut recommends that our team members use social media positively, in order to deepen our knowledge and gain experience in it.

Social media is to be defined as a medium that makes use of the Internet and Web technology to allow the general public to communicate with each other through information posted by individuals. Main social media tools include, but not an exhaustive list: blogs, social networking services (Twitter, Facebook, LinkedIn), social bookmark websites, online encyclopedias, word-of-mouth websites (Tripadvisor), FAQ websites, video hosting and sharing websites (YouTube), image hosting (Instagram) and sharing websites (Flickr) and message boards.

### The Purpose of Operating Social Media

Chestnut considers social media to be an important communication tool and will inform the general public of our sales promotions and corporate activities by using different types of social media tools, such as Twitter and YouTube.

Points to remember and prohibited matters in operating social media:

### Consideration to be given to diversity of the WEB

Keep in mind that information posted on the Internet by using social media is accessible by the general public who has various backgrounds and reasons. Pay due attention so as not to make these diverse and wide-ranging viewers or users uncomfortable or cause them misunderstanding.

### **Compliance**

In making use of social media, require yourselves to strictly comply with the laws and ordinances and unique internal rules stipulated by Chestnut and pay due attention in handling personal information so that it may not work to the detriment of any particular individual. Also be very careful not to disclose specific information or confidential information on the company, customers or any other related parties, including affiliated companies and suppliers, you learned in the course of your work as well. Furthermore, refrain from making indiscreet remarks that may infringe a third party's rights, including someone's right of portrait or trademark and copyright, feature defamation of others and be offensive to public order and morality.

### **Preparedness for information exchange by making use of social media**

Though we recommend that you distribute information and discuss actively via social media, try your best to make honest remarks. Should you receive criticism against information you posted, refrain from refuting it emotionally. In taking part in social media, try to take remarks and views by users seriously and take an attitude toward listening to other's views and opinions attentively. In addition, in the case where your feedback, such a response or comment, is called for, try to address it promptly and with sincerity.

### **Distributing official information on the company**

If you post a remark on behalf of the company, you should be aware of the seriousness of responsibility for speaking on behalf of a company. Subject to approval of the Group Marketing Manager, in charge of managing social media, do so as an official speaker.

When you post information as an official speaker, take responsibility for your remark on behalf of the company without shifting the blame to others in any circumstances.

### **Preparedness for posting information on the Web**

Bear in mind that if you intend to share information just temporarily, once you published it on the Internet, it will spread in no time through forwarding or links and it is possible that it will not be deleted from the network for good. If you have a reluctance albeit slightly before posting information, don't forget to consult your General Manager and make a judgment carefully before posting it.

Post correct information without relying on hearsay or speculation. Make sure that you check things uncertain with the parties concerned and if there is the slightest doubt about what you are going to say, refrain from posting it.

In the event that you posted wrong information or information that might cause misunderstanding, correct it as soon as you notice it. In doing so, make the correction as explicit as you can.

### **Points to remember when you use social media as an individual**

In the case in which you post information associated with the company through an individual name, state explicitly that the remark is your personal view and not an official view or response by the company. When you post information on the company, pay due attention to what you say and indicate clearly who you are and you are one of our employees through a list of official accounts and others.

When you post information, pay due attention in handling personal information so that your information may not work to the detriment of any particular individual. Also be very careful not to disclose specific information or confidential information on the company, customers or any other related parties, including affiliated companies and suppliers, you learned in the course of your work as well. Furthermore, refrain from making indiscreet remarks that may infringe a third party's rights, including someone's right of portrait or trademark and copyright, feature defamation of others and be offensive to public order and morality.

Fully understand that you are unable to take back information once you published it on the network and be fully aware that information posted via social media is viewed by the general public and an individual's remarks might end up as a rating of the company.

Failure to abide by this policy may result in disciplinary action, up to and possibly including, suspension and/or termination. If the breach includes a Health and Safety issue, then this *will* result in disciplinary action.

Be aware of how dangerous social media can be for everyone if used without discretion.

## **THE WAY WE DRESS**

To maintain Chestnut brand image we all need to dress the part and look fabulous at all times.

---

Management Dress Code

Management roles across Chestnut properties wear dark blue jeans and clean, ironed shirts/blouses with brown shoes for males and appropriate shoe heel height for the females according to duties.

### Front of House

The Front of House dress code applies to all bar and waiting Team Members or any Team Member that deals directly with the customer

- Shoes - Black shoes which are flat or with a small heel, enclosed toe, with non-slip soles that permit walking safely on wet or greasy floors. Shoes must be clean and socks dark.
- Jeans – Black or dark blue smart jeans to be worn, they must be long enough to touch the top of the shoe, dark colour belts must be worn.
- Navy Blue Check female and male shirts will be provided by Chestnut - they must be kept in good condition, ironed, not soiled or stained. Long sleeved tops are not to be worn underneath, a vest or t-shirt which can't be seen is fine.
- Aprons to be provided.

### Chefs

- Shoes – Black or white kitchen safety shoes that permit walking safely on wet or greasy floors.
- Trousers - Black kitchen trousers only.
- Chestnut Group will provide you with chef aprons and black T-shirts which must be worn at all times with your own chef trousers and safety shoes.

### Kitchen Porters

- KP's are to wear black t-shirt and black apron with safety shoes which will be provided by Chestnut and their own kitchen trousers.

### Housekeeping

- Shoes - Black shoes which are flat or with a small heel & enclosed toe. Shoes must be clean and socks dark. Black leather trainers as long as they are plain can be worn.
- Bottoms – Black/ blue jeans to be worn, they must be long enough to touch the top of the shoe, dark solid colour belts must be worn.
- Polo shirts/T-shirts to be provided – must be in good condition, ironed, not soiled or stained.

### General Appearance

- Uniform must always be worn to work clean and well maintained.
- No excessive cologne or perfume.
- Make-up is permitted, though please not to be excessive.
- Clean and brushed hair, if hair is longer than shoulder length it is to be pulled back off the shoulders.
- Groomed hands and fingernails.
- Facial hair should be neat and trimmed.
- Jewellery, 1 pair of small studs in the ears, small necklace, a wristwatch and wedding or engagement ring. The General Manager or Duty Manager reserves the right to ask you to remove inappropriate pieces of jewellery.

Please do not!

- Wear any inappropriate clothing outside of the specified uniform guide.
- Wear any clothing that is torn, frayed, faded or in poor condition.
- Wear stonewash, oversized, ripped or cropped Jeans.
- Wear any damaged footwear.

Please do!

- Ensure good personal daily hygiene.
- Take a high level of personal pride in how you dress and look.
- Remember you are on stage and whilst at work you represent Chestnut
- Look as fabulous as you can for work!

### Procedure

Where necessary you will be provided with some items of uniform. If any piece of your uniform is damaged or misplaced during the course of your employment you are obligated to replace it at your own cost or the company will do so for you with the appropriate deduction made from your wages.

Exceptions with regard to replacement of uniforms may be made at Management's discretion but only for damage incurred during the normal course of business operations.

At your Company Induction you will be issued with any necessary items of your uniform. Upon receipt of such items you will be asked to sign a Uniform Form which will be kept on your personnel file at your property. Please remember items of uniform are company property and should be treated with care and consideration. It is the team member's responsibility to make sure it is clean at all times and in due course returned to the company in a timely and proper manner.

Upon termination of your employment you are responsible for returning these items to the company and signing the Uniform Form again to ensure all is returned. Please bear in mind that the cost of any uniform not returned will be deducted from your final wage.

---

## **TRAINING AND DEVELOPMENT POLICY**

Chestnut believes that effective training and development benefits the individuals working for Chestnut.

All team members will have a good understanding of what his or her job role involves and will be provided with the training and development to enable them to achieve their roles and work objectives.

Each team member will be encouraged to develop his or her potential, both personally and professionally, with a future learning which will be supported and encouraged by Chestnut.

Chestnut aims to attract and retain the most talented people by investing in training and development tailored to their needs and building on their strengths.

We want to provide all team members with the learning opportunities they require, this can be achieved through on the job experiences and training, mentoring from their line manager and formal training and development through e-learning and classroom-style training in groups and one to one.

Training and development is a continuous process and will continue throughout a team members' time working within Chestnut. We require all team members to have a positive attitude and proactive approach to development.

### **On Joining the Chestnut Group**

You will complete a company induction process on your first day which will provide you with all the information you require for starting your new role. This will include all relevant knowledge and information about the Company, the site you are working, work procedures and policies as well as awareness training.

You will be provided with a training plan which will ensure that you have the necessary skills and knowledge to perform your role effectively in line with your job description. Your line manager will then be responsible for monitoring the progress, and for ensuring that any development needs are identified and met with the correct training and mentoring.

### **Flow Training**

On your first day you will also receive log in details for Flow Hospitality which is our online learning platform across the Group. You will have access to 22 Hospitality modules, the modules will include health and safety modules to ensure we are compliant across the business plus lots of interactive, on trend, fun modules for you to enjoy. It provides you with accredited, certificated training throughout the industry. It is packed full of modules to develop your knowledge within your role and the industry.

## **WHISTLE BLOWING POLICY STATEMENT**

Under the Public Interest Disclosure Act 1998, you will be protected against dismissal and other forms of disciplinary sanctions if you make public disclosures or complaints against malpractice within our company.

This can include allegations whereby Chestnut are suspected of being guilty of a criminal offence, failure to comply with the law, miscarriage of justice, danger to health and safety of an individual or deliberate concealment of information regarding any of these.

If you genuinely believe that the nature of your concern relates to any of the above and you disclose this information under this procedure in good faith, no action will be taken against you for making this disclosure.

Upon receipt of your disclosure, our company will:

- Promptly investigate your allegation and will take whatever action is deemed appropriate
- Take your allegation seriously and you will be informed of the outcome of the investigation in writing.

## **WORKING HOURS**

We will ensure that we fulfil our obligations under the Working Time Regulations.

## **LEAVING US**

### **RESIGNATION**

If you decide to leave our Company, you should give your resignation in writing to your Line Manager. You will be expected to work your contracted notice period, which is clearly stated in your Contract of Employment.

To avoid any delays in receiving your final wages, you must ensure that all Company Property (ie uniform) is returned and in good condition. If you fail to return company property it will be deducted from your last month's wages.

### **RETIREMENT**

There is no longer a statutory retirement age, therefore, if you are intending to retire you must notify your Line Manager and Group HR Manager. Your contracted notice period must still be given.

### **COMPANY PROPERTY**

Any items belonging to our Company must be returned upon termination. This includes items such as tools, books, uniform, keys, computers etc. If you fail to return company property it will be deducted from your last month's wages.

## **APPENDIX I**

### **TEAM MEMBER FAIR DATA PROCESSING NOTICE**

#### Introduction

We take your privacy seriously. This notice sets out your privacy rights and how we gather, use and share personal data about you during and after your working relationship with us, in accordance with the General Data Protection Regulation (EU) 2016/679, as well as other data protection and privacy laws and separate UK data protection law as may be updated or replaced from time to time.

It is important that you read this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal data about you, so that you are aware of how and why we are using such information. We will update this notice if we make any significant changes affecting how we use your personal data, and if so we will contact you to let you know about the change.

#### About Us

We are what is known as the 'controller' of personal data we gather and use. When we say 'we' or 'us' in this notice, we mean Chestnut.



## Your Privacy Rights

You have various rights in respect of the personal data we hold about you – these are set out in more detail below. If you wish to exercise any of these rights, or for more information about your rights, please contact your line manager or our Data Protection Officer, Sarah Barclay - sarah@chestnutgroup.co.uk:

- **Right to object:** You can object to our processing of your personal data where we are relying on a legitimate interest (or the legitimate interests of a third party) to process your personal data and there is something about your particular situation which makes you want to object to processing on this ground. Please contact the Data Protection Officer, providing details of your objection.
- **Access to your personal data:** You can request access to a copy of your personal data that we hold, along with information on what personal data we use, why we use it, who we share it with, how long we keep it for and whether it has been used for any automated decision making. You can make a request for access free of charge. Please make all requests for access in writing to the Data Protection Officer.
- **Consent:** Most of the time, we won't need your consent to use your personal data as we will be using it only to fulfil our obligations and exercise our rights as an employer. There are limited circumstances where we may ask for your consent to process your information. Where you have given us your consent to use personal data, you can withdraw your consent at any time. Please see the paragraph titled "Our Legal Basis for Using Your Personal Data" below.
- **Rectification:** You can ask us to change or complete any inaccurate or incomplete personal data held about you.
- **Erasure:** You can ask us to delete your personal data where it is no longer necessary for us to use it, you have withdrawn consent, or where we have no lawful basis for keeping it. Please be aware that we will be under some legal obligations to retain employee records for a certain period after your employment, please see more information in the paragraph titled "Data Retention" below. Where we are required by law to keep certain information, we will be unable to delete such information.
- **Portability:** You can ask us to provide you or a third party with some of the personal data that we hold about you in a structured, commonly used, electronic form, so it can be easily transferred to you or a third party.
- **Restriction:** You can ask us to restrict the personal data we use about you where you have asked for it to be erased or where you have objected to our use of it.
- **No automated-decision making:** Automated decision-making takes place when an electronic system uses personal data to make a decision without human intervention. You have the right not to be subject to automated decisions that will create legal effects or have a similar significant impact on you, unless you have given us your consent, it is necessary for a contract between you and us or is otherwise permitted by law. You also have certain rights to challenge decisions made about you. We do not currently carry out automated decision-making in the course of you working with us, but we will notify you in advance if processing of this nature is to be introduced.

## What Type of Personal Data Do We Use?

In the course of our working relationship with you, we will collect, store, and use the following categories of personal data about you:

- Personal contact details such as name, title, home addresses, telephone numbers, and personal email addresses.
- Date of birth.
- Gender.
- Marital status and information about your dependants.
- Next of kin and emergency contact information.
- National Insurance number.
- Bank account details, payroll records and tax status information.
- Salary, annual leave, pension and benefits information.
- Employment start date.
- Location of employment or workplace.
- Identification information (including a copy of driving licence, passport and utility bills).
- Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process).
- Employment records (including job titles, work history, working hours, training records and professional memberships).
- Compensation history.
- Performance information.

- Disciplinary and grievance information.
- CCTV footage and other information obtained through electronic means such as CCTV records.
- Information about your use of our information and communications systems (including email).
- Credit history, if credit checks are applicable to your role (depending on your role, we may conduct a credit check against you. Please see the paragraph titled "Credit Reference Agencies" below for more information)

Some kinds of personal data are given special protection by the law – these are called 'special category' personal data. We will sometimes collect, store and use the following types of 'special category' personal data:

- Information about your race or ethnicity and relationship status.
- Information about your health, including any medical condition, health and sickness records.
- Information about your criminal convictions and offences (from, for example, checks from the Disclosure and Barring Service).

### How We Gather Your Personal Data

We will obtain your personal data in different ways:

- directly from you, for example when you fill out an application form; and
- during the application and recruitment process, from an employment agency or background check provider, your former employers and credit reference agencies.

### How We Use Your Personal Data

To summarise, we process your personal data for the following key purposes:

- primarily, so that we can fulfil our contractual obligations and legal obligations to you as your employer (for example, to pay you and provide benefits to you) and to exercise our legal rights;
- to comply with our legal obligations and regulatory requirements which we are subjected to as a company (for example, to conduct thorough background checks);
- some processing may be required for the public interest (for example, the sharing of information (which may include your personal data) with law enforcement agencies may be required for national security purposes); and
- to pursue legitimate interests of our own or those of third parties, provided your interests and fundamental rights do not override those interests, or where necessary to protect the interests of you or others (for example, monitoring misuse of our IT systems).

More detail about how we use your personal data, as well as the categories of personal data involved, is set out in the table below.

	Purpose for Processing	Categories of Personal Data	Legal Basis
1.	For the administration of your employment	Full name, date of birth, job title, residential address, email address, telephone number, national insurance number, bank account information, trade union membership.	Performance of a contract and in performance of our obligations and exercise of our rights as your employer
2.	The recruitment and selection process	Full name, date of birth, residential address, email address, telephone number, national insurance number, CV, employment history and background checks.	Pursuance of our legitimate interests.
3.	Checking you are legally entitled to work in the UK	Full name, date of birth, passport number.	Compliance with legal obligations.
4.	Paying you and, if you are an employee, deducting tax and National Insurance contributions	Full name, date of birth, national insurance number, bank account information.	Performance of a contract.
5.	Conducting performance reviews, managing performance and determining performance requirements	Full name, job details and performance information.	Pursuance of our legitimate interests to ensure staff are performing well, to help us address any performance issue for compliance with our obligations under our employment contract with you.
6.	Making decisions about salary reviews and compensation	Full name, job details, salary information and performance information.	Pursuance of our legitimate interests and to comply with our employment contract with you.
7.	Recording health and safety incidents	Full name, health information (as is relevant to the specific incident, such as injury sustained or any underlying health conditions).	Pursuance of our legitimate interests, in compliance with legal obligations, and as necessary to exercise our rights as your employer.
8.	Pensions and benefits administration	Full name, date of birth, residential address, national insurance number,	To comply with our legal obligations as an employer, to perform our

	Purpose for Processing	Categories of Personal Data	Legal Basis
		pension scheme details. Some benefits may require us to process health information, although in some cases employees will provide this directly to the benefit provider and not to us.	contract with you which obliges us to provide you with certain benefits.
9.	Disciplinary matters, staff disputes, employment tribunals	Full name, job details, performance information and information about the disciplinary matter	To exercise our rights as an employer and possibly in the pursuit or defence of legal claims.
10.	Staff training and development	Full name, job role, email address	To perform our obligations as an employer to ensure staff are adequately trained, to comply with legal obligations (such as health and safety regulations which require certain roles to have training in first aid) and sometimes in pursuance of our legitimate interests.
11.	Recording of CCTV footage	Photographs and images captured by our CCTV system.	As required for public safety and for public interests.
12.	Monitoring use of company devices and IT systems	Information contained in emails and stored on company devices	It is in our legitimate interests to ensure that devices issued by us are used appropriately; it is also necessary for our legitimate interests in ensuring information security.
13.	Vetting, including background checks, identity checks and driving licence checks	Full name, date of birth, residential address history (including current address), email address, telephone number, national insurance number, details of any criminal convictions and offences.	To comply with legal obligations and as necessary to exercise our rights as an employer.
14.	Assessing our performance against equality objectives as set out by the Equality Act 2010	Information about your race or ethnicity, religious beliefs, sexual orientation, political opinions and trade union membership.	To comply with legal obligations to monitor and measure equal opportunities.

#### How We Use Particularly Sensitive Personal Data

Special protection is given to certain kinds of personal data that is particularly sensitive. This is information about your health status, racial or ethnic origin, political views, religious or similar beliefs, sex life or sexual orientation, genetic or biometric identifiers, and trade union membership.

We use this personal data primarily to comply with our legal obligations (including in respect of health and safety), for equal opportunity monitoring, to manage sickness and administer your benefits.

We may also process special categories of personal data about you for the following key purposes:

- as necessary for the purposes of carrying out the obligations of being your employer (for example, our obligations to provide certain benefits to you may involve the processing of your health information) and to exercise our rights as your employer;
- we may require to process special categories of information about you in the establishment, exercise or defence of legal claims (for example, in the context of an employment tribunal case or a personal injury claim); and
- for reasons of substantial public interest.

#### If You Fail To Provide Personal Data

In some cases, if you fail to provide information when requested, we may not be able to perform the contract we have entered into with you fully (such as paying you or providing benefits), or we may be prevented from complying with our legal obligations (such as to ensure the health and safety of our staff). This can have consequences in terms of your continued employment with us.

#### Monitoring

It is necessary for us to monitor staff in various ways in order to ensure safety and security and to protect us from cyber security breaches. We monitor our staff in the following ways:

- staff may be captured by CCTV systems, we use for security and disciplinary purposes;
- we require to conduct background checks and these may be monitored and renewed on a regular basis;
- monitoring use of company devices and email systems to ensure these are used appropriately;
- equality monitoring.

We process personal data obtained through such monitoring in accordance with our Data Protection Policy and we only carry out these activities to the extent it is necessary and proportionate and it is permitted by law.

If you have any concerns in relation to monitoring, please speak to the Data Protection Officer.

#### Our Legal Basis For Using Your Personal Data

We only use your personal data where it is permitted by the laws that protect your privacy rights. To find out more about the legal bases we rely on to use your personal data, please see the table set out in the paragraph titled "How We Use Your Personal Data" above.

We do not need your consent to use your personal data where the law otherwise allows us to use it. In limited circumstances, we may approach you for your consent to allow us to process certain personal data. If we do so, we will provide you with full details of the information that we would like and the reason we need it, so that you can consider whether you wish to consent. You have no obligation to give consent if you are asked for it, and if you do give consent you may withdraw it at any time.

#### Sharing Your Personal Data With Others

We will share your personal data with third parties where required by law, or where it is necessary to administer the working relationship with you or where we or the third party has a legitimate interest and it is fair and reasonable in the circumstances to share the information. We will only share your personal data to the extent needed for those purposes.

We share personal data for these purposes with:

- our external service providers such as payroll, pension administration, benefits provision and IT service providers.

#### Data Retention

We will never retain your personal data for any longer than is necessary for the purposes we need to use it for. Our general data retention procedures are set out in our Data Retention Policy. Generally, we keep your employment records for 7 years after you stop working with us, except certain health records which we hold for 40 years in line with recommendations from the Health & Safety Executive (HSE). We will hold pension information for up to 7 years from the end of the scheme. In some circumstances, we will hold personal data for longer where necessary for active or potential legal proceedings, or to resolve or defend claims.

#### Transfers Outside the UK

We may need to transfer your personal data outside the UK to other service providers, agents, subcontractors and regulatory authorities in countries where data protection laws may not provide the same level of protection as those in the European Economic Area.

We will only transfer your personal information outside the EEA where either:

- (a) the transfer is to a country which the EU Commission has decided ensures an adequate level of protection for your personal information, or
- (b) we have put in place our own measures to ensure adequate security as required by data protection law. These measures include ensuring that your personal information is kept safe by carrying out strict security checks on our overseas partners and suppliers, backed by strong contractual undertakings approved by the relevant regulators, such as the EU style model clauses. Some US providers may also be certified under the EU-US Privacy Shield which confirms they have appropriate measures in place to ensure the protection of your data.

#### Right to Complain

You can make a complaint to us about how we handle and use your personal data by contacting Jamie Baker on [jamie@chestnutgroup.co.uk](mailto:jamie@chestnutgroup.co.uk) or to the data protection supervisory authority - in the UK, this is the Information Commissioner's Office, at <https://ico.org.uk/>.

#### Keeping You Up To Date

We reserve the right to change this notice at any time. Where appropriate, we shall notify you of those changes by email.

## **APPENDIX 2**

### **DATA SUBJECT ACCESS REQUESTS FOR INFORMATION**

Data Subjects (individuals about whom data is held on record) can request access to, rectification, deletion, transfer and confirmation of the personal information processes by the Company, outside of normal business processes.

Upon receipt of such a request, Chestnut Group will take reasonable steps to confirm the identity of the data subject, and shall, without undue delay, and in any case within 30 days, respond to the request.

Such information will be provided free of charge, unless the requests are manifestly unfounded, excessive or repetitive, in which case Chestnut Group shall be entitled to:

- Charge a reasonable fee, taking into account the administrative costs for providing the information or communication or taking the action requested, or
- Refuse to act on the request.

Data access requests should be passed for handling to the Data Protection Officer ([sarah@chestnutgroup.co.uk](mailto:sarah@chestnutgroup.co.uk)) who will ensure that it is processed fairly in accordance with the Data Protection Legislation.

Responses to data access requests shall be concise, transparent, intelligible and in an easily accessible form, using clear and plain language, taking into account the specific characteristics of the data subject, (eg, a vulnerable customer or a minor). The information shall be provided in writing, or by other means, including where appropriate by electronic means. When requested by the data subject, the information may be provided orally, provided that the identity of the data subject is proven by other means.

## **APPENDIX 3**

### **PERSONAL DATA BREACH NOTIFICATION PROCEDURE**

## Introduction

This procedure is intended to be used when an incident of some kind has occurred, that has resulted in or believed to have resulted in a loss of personal data for which the Company is a Controller.

It is a requirement of the General Data Protection Regulations (2018) (GDPR) that incidents affecting personal data that are likely to result in a risk to the rights and freedoms of data subjects must be reported to the Supervisory Authority without undue delay and where possible within 72 hours of becoming aware of it. In the event that the 72 hour target is not met, reasons for the delay must be given.

Where an event affects personal data, a decision must be taken regarding the extent, timing and content of communication with data subjects. The GDPR requires that communication must happen “without due delay” if the breach is likely to result in “a high risk to the rights and freedoms of natural persons”.

The actions set out in this document should be used only as guidance when responding to an incident. The exact nature of an incident and its impact cannot be predicted with any degree of certainty so it is important that a good degree of common sense is used when deciding what to do. However, it is intended that the steps set out here will prove useful in ensuring that the Company’s obligations under the GDPR are fulfilled.

## Personal Data Breach Notification Procedure

Once it has been decided that a breach of personal data has occurred, there are two parties who may be required by the GDPR to be informed:

1.The Supervisory Authority;

2.The data subjects affected.

It is not a foregone conclusion that a breach needs to be notified; this depends on the assessment of the risk that the breach represents to the “rights and freedoms of a natural person” (Article 33 of the GDPR). The following sections describe how this decision must be taken and what to do if notification is required.

## The Supervisory Authority

The Supervisory Authority for the purposes of the GDPR for the Company is:

Information Commissioner’s Office (ICO)

Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

Tel: 0303 123 1113 (local rate) or 01625 545 745 if you prefer to use a national rate number

Fax: 01625 524 510

## Deciding to Notify the Information Commissioner’s Office (ICO)

The GDPR states that a personal data breach will be notified to the ICO “unless the personal data breach is unlikely to result in a risk to the rights and freedoms of a natural person”. This requires that the Company assess the level of risk before deciding whether to notify or not.

Factors to be taken into account as part of this risk assessment include:

- Whether the personal data was encrypted;
- If encrypted, the strength of the encryption used;
- To what extent the information was pseudonymised (whether living individuals could be reasonably identified from the data);
- The data items included, ie.,name, address, bank details, biometrics;
- The volume of data;
- The number of data subjects affected;
- The nature of the breach, ie. theft, accidental destruction;

- Any other factors that are deemed to be relevant.

Parties assessing this risk assessment may include representation from the following areas, depending on the nature and circumstances of the personal breach:

- Senior Management
- Business Areas
- IT
- Information Security
- Legal
- Data Protection
- Other

The risk assessment method, its reasoning and its conclusions should be fully documented and signed off by senior management. The conclusion of the risk assessment should include one of the following:

- The personal data breach does not require notification;
- The personal data breach requires notification to the ICO only; or
- The personal data breach requires notification both to the ICO and the affected data subjects.

These conclusions may be subject to change based on feedback from the ICO and further information that is discovered as part of the ongoing investigation of the breach.

### How to Notify the Information Commissioner's Office

In the event that it is decided to notify the ICO, the GDPR requires that this is done “without undue delay and where feasible not more than 72 hours of becoming aware of it” (GDPR Article 33). If there are legitimate reasons for not having given notification within the required timescale, these reasons must be given within the notification.

The following information must be given as part of the notification:

- The nature of the personal data breach, including where possible:
  - The categories and approximate number of data subjects concerned;
  - The categories and approximate number of personal data records concerned;
- The name and contact details of the Data Protection Officer or other contact point where more information may be obtained;
- A description of the likely consequences of the personal data breach;
- A description of the measures taken or likely to be taken to address the personal data breach, including where appropriate measures to mitigate any possible adverse effects;
- if the notification falls outside the 72 hour window, the reason why it was not submitted earlier.

Written confirmation should be obtained from the ICO that the Data Breach Notification has been received; including the date and time it was received.

Where necessary the GDPR allows further information to be provided in phases without undue further delay.

Each personal data breach must be recorded in the Company's Data Breach Register and all documents will form part of that record.

## DATA RETENTION POLICY

This policy sets the required retention periods for specified categories of personal data and sets out the minimum standards to be applied when destroying certain information within Chestnut Group (further: the “Company”).

This Policy applies to all business units, processes and systems in all countries in which the Company conducts business and has dealings or other business relationships with third parties.

This Policy applies to all Company officers, directors, employees, agents, affiliates, contractors, consultants, advisors or service providers that may collect, process, or have access to data (including personal data and / or sensitive personal data). It is the responsibility of all of the above to familiarise themselves with this Policy and ensure adequate compliance with it.

This policy applies to all information used at the Company. Examples of documents include:

- Emails
- Hard copy documents
- Soft copy documents
- Video and audio
- Data generated by physical access control systems

#### Reference Documents

- EU GDPR 2016/679 (Regulation (EU) 2016/679 of the European Parliament and of the Council of 25 May 2018 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC)
- Personal Data Protection Policy

#### Retention Rules

##### **Retention General Principle**

In the event, for any category of documents not specifically defined elsewhere in this Policy (and in particular within the Data Retention Schedule) and unless otherwise mandated differently by applicable law, the required retention period for such document will be deemed to be 3 years from the date of creation of the document.

##### **Retention General Schedule**

The Data Protection Officer defines the time period for which the documents and electronic records should to be retained through the Data Retention Schedule.

As an exemption, retention periods within Data Retention Schedule can be prolonged in cases such as:

Ongoing investigations from Member States authorities, if there is a chance records of personal data are needed by the Company to prove compliance with any legal requirements; or

When exercising legal rights in cases of law suits or similar court proceeding recognized under local law.

##### **Safeguarding of Data during Retention Period**

The possibility that data media used for archiving will wear out shall be considered. If electronic storage media are chosen, any procedures and systems ensuring that the information can be accessed during the retention period (both with respect to the information carrier and the readability of formats) shall also be stored in order to safeguard the information against loss as a result of future technological changes. The responsibility for the storage falls to the Data Protection Officer.

##### **Destruction of Data**

The Company and its employees should therefore, on a regular basis, review all data, whether held electronically on their device or on paper, to decide whether to destroy or delete any data once the purpose for which those documents were created is no longer relevant. See Appendix for the retention schedule. Overall responsibility for the destruction of data falls to the Data Protection Officer.

Once the decision is made to dispose according to the Retention Schedule, the data should be deleted, shredded or otherwise destroyed to a degree equivalent to their value to others and their level of confidentiality. The method of disposal varies and is dependent upon the nature of the document. For example, any documents that contain sensitive or confidential information (and particularly sensitive personal data) must be disposed of as confidential waste and be subject to secure electronic deletion;



some expired or superseded contracts may only warrant in-house shredding. The Document Disposal Schedule section below defines the mode of disposal.

In this context, the employee shall perform the tasks and assume the responsibilities relevant for the information destruction in an appropriate way. The specific deletion or destruction process may be carried out either by an employee or by an internal or external service provider that the Data Protection Officer subcontracts for this purpose. Any applicable general provisions under relevant data protection laws and the Company's Personal Data Protection Policy shall be complied with.

Appropriate controls shall be in place that prevent the permanent loss of essential information of the company as a result of malicious or unintentional destruction of information – these controls are described in the company's IT Security Policy.

The Data Protection Officer shall fully document and approve the destruction process. The applicable statutory requirements for the destruction of information, particularly requirements under applicable data protection laws, shall be fully observed.

### **Breach, Enforcement and Compliance**

The person appointed with responsibility for Data Protection, the Data Protection Officer has the responsibility to ensure that each of the Company's offices complies with this Policy. It is also the responsibility of the Data Protection Officer to assist any local office with enquiries from any local data protection or governmental authority.

Any suspicion of a breach of this Policy must be reported immediately to Data Protection Officer. All instances of suspected breaches of the Policy shall be investigated and action taken as appropriate.

Failure to comply with this Policy may result in adverse consequences, including, but not limited to, loss of customer confidence, litigation and loss of competitive advantage, financial loss and damage to the Company's reputation, personal injury, harm or loss. Non-compliance with this Policy by permanent, temporary or contract employees, or any third parties, who have been granted access to Company premises or information, may therefore result in disciplinary proceedings or termination of their employment or contract. Such non-compliance may also lead to legal action against the parties involved in such activities.

## Document Disposal

### **Routine Disposal Schedule**

Records which may be routinely destroyed unless subject to an on-going legal or regulatory inquiry are as follows:

- Announcements and notices of day-to-day meetings and other events including acceptances and apologies;
- Requests for ordinary information such as travel directions;
- Reservations for internal meetings without charges / external costs;
- Transmission documents such as letters, fax cover sheets, e-mail messages, routing slips, compliments slips and similar items that accompany documents but do not add any value;
- Message slips;
- Superseded address list, distribution lists etc.;
- Duplicate documents such as CC and FYI copies, unaltered drafts, snapshot printouts or extracts from databases and day files;
- Stock in-house publications which are obsolete or superseded; and
- Trade magazines, vendor catalogues, flyers and newsletters from vendors or other external organizations.

In all cases, disposal is subject to any disclosure requirements which may exist in the context of litigation.

### **Destruction Method**

Level I documents are those that contain information that is of the highest security and confidentiality and those that include any personal data. These documents shall be disposed of as confidential waste (cross-cut shredded and incinerated) and shall be subject to secure electronic deletion. Disposal of the documents should include proof of destruction.

Level II documents are proprietary documents that contain confidential information such as parties' names, signatures and addresses, or which could be used by third parties to commit fraud, but which do not contain any personal data. The documents should be cross-cut shredded and then placed into locked rubbish bins for collection by an approved disposal firm, and electronic documents will be subject to secure electronic deletion.

Level III documents are those that do not contain any confidential information or personal data and are published Company documents. These should be strip-shredded or disposed of through a recycling company and include, among other things, advertisements, catalogues, flyers, and newsletters. These may be disposed of without an audit trail.

#### Managing Records Kept on the Basis of this Document

Record name	Storage location	Person responsible for storage	Controls for record protection	Retention time
Data Retention Schedule	Data Protection Officer's Chestnut Shared Folders	Data Protection Officer	Only authorized persons may access this document	Permanently

## DATA RETENTION SCHEDULE

### Team Member Records

Personal data record category	Mandated retention period	Record owner
Disciplinary, grievance proceedings records, oral/verbal, written, final warnings, appeals	As per legal requirement	HR
Applications for jobs, interview notes - Recruitment/promotion panel Internal Where the candidate is unsuccessful Where the candidate is successful	Deleted immediately Duration of employment	HR
Payroll input forms, wages/salary records, overtime/bonus payments Payroll sheets, copies	7 years	HR
Bank details - current	Duration of employment	HR
Payrolls/wages	Duration of employment	HR
Job history including staff personal records: contract(s), Ts & Cs; previous service dates; pay and pension history, pension estimates, resignation/termination letters	As per legal requirement	HR
Employee address details	Duration of employment	HR

Expense claims	As per legal requirement	HR
Annual leave records	Duration of employment	HR
Accident books Accident reports and correspondence	As per legal requirement	HR
* Certificates and self-certificates unrelated to workplace injury; statutory *	As per legal requirement	HR

sick pay forms	"	"
Pregnancy/childbirth certification	As per legal requirement	HR
Parental leave	Duration of employment	HR
Maternity pay records and calculations	As per legal requirement	HR
Redundancy details, payment calculations, refunds, notifications	As per legal requirement	HR
Training and development records	Duration of employment	HR

While every effort has been made to ensure the accuracy of the information contained in this publication, the information is supplied without representation or warranty of any kind, is subject to change without notice. Chestnut has made every effort to ensure the accuracy of this material.

## DOCUMENT CONTROL

Version	Date	Author	Reason
2.0	9/7/18	Sarah Barclay	Changed Format of Content Fair Data Processing Notice Subject Access Requests Data Protection update Anti-Bribery Policy Benefits Update Modern Slavery Act
3.0	1/7/20	Sarah Barclay	Health & Safety Policy update Parental Bereavement Leave and Pay Policy Holiday Pay update