



Employee Handbook

Introduction

We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working at FLTV will be positive and rewarding.

We ask that you carefully study the contents of this handbook and if you require any clarification or additional information, please refer to The Director of Production or The Chief Operating Officer

General amendments to this Employee Handbook will be issued from time to time.

Joining Our Organisation

At the start of your employment with FIRST LOOK TV, please read this Handbook and the following company policies which can be found on our website www.firstlooktv.co.uk where you can also see who holds the various company roles referred to in this document

- Health & Safety
- Environment Policy
- Diversity and Inclusivity
- GDPR/Data Protection

ROLE AND DUTIES

Amendments may be made from time to time in relation to our changing needs and your own ability.

PERFORMANCE AND REVIEW

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses.

JOB FLEXIBILITY

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative projects or duties within our business. This flexibility is essential for operational efficiency as the type and volume of work are always subject to change.

CONVICTIONS AND OFFENCES

During your employment, you are required to immediately report to the Company any convictions or offences with which you are charged. Data collected about criminal convictions will be processed in line with the Data Protection Act.



We maintain a record of all those to whom disclosures and disclosure information has been revealed and we recognise that it is a criminal offence to pass the information to anyone who is not entitled to receive it.

Disclosure information is only used for the specific purpose for which it was requested.

LATENESS/ABSENTEEISM

Repeated unexplained lateness or absence may result in disciplinary action and/or loss of appropriate payments

SHORTAGE OF WORK

In the event that the Company is faced with a shortage of work, or is unable to provide you with work for any other reason, then you agree that the Company may temporarily:

- a) place you on short time working, in which case you will be paid for those hours worked; or
- b) lay you off from work, in which case you will be paid in accordance with the statutory guarantee pay provisions in place at that time; or
- c) designate you as a furloughed (or similar) worker, in accordance with the terms of any Government furlough (or similar) scheme in place from time to time

The entirety of this section entitled forms part of your contractual terms and conditions.

Remuneration

Salaries (PAYE) are paid on or around the last Friday of the current month in arrears.

You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them

Invoices (Schedule D and Loan out) are paid promptly at the end of the month

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment

PENSION SCHEME

We operate a contributory pension scheme to which you will be auto enrolled into (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the Company. if you require any clarification or additional information, please refer to The Chief Operating Officer

Holiday Entitlement and Conditions

Your annual and bank holiday entitlement is shown in the terms of your contract of employment.

Holiday requests should be made in writing (email) to either the Director of Production or if not available to The Chief Operating Officer who will authorise or decline your request. We



will endeavour to ensure that you have every opportunity to take your holidays at the time you request them, but they will need to balance your requests with the needs of the business.

You should give at least four weeks' notice of your intention to take holidays of a week or more and one week's notice is required for odd single days.

You may not normally take more than two working weeks consecutively.

You are required to reserve sufficient days from your annual entitlement to cover the Christmas/New Year shut-down period. If you have not accrued sufficient holiday entitlement to cover this period you will be given unpaid leave of absence.

Your holiday pay will be at your normal basic pay

Sickness

You must notify either the Director of Production or if not available The Chief Operating Officer by telephone on the first day of incapacity at the earliest possible opportunity.

Medical certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.

If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should obtain a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive medical certificates to cover the whole of your absence.

PAYMENTS

You are entitled to statutory sick pay (SSP) if you are absent for four or more consecutive days because of sickness or injury provided you meet the statutory qualifying conditions. SSP is treated like wages and is subject to normal deductions.

Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.

Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

RETURN TO WORK

Upon returning to work after any period of sickness/injury absence, you may be required to attend a "return to work" interview to discuss the state of your health and fitness for work.



Information arising from such an interview will be treated with the strictest confidence.

Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick, you may need time off, continual or repeated absence through sickness may not be acceptable to us.

In deciding whether your absence is acceptable or not we will consider the reasons and extent of all your absences, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.

We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken. In addition, we will take a serious view if you are found to be undertaking any activity during sickness absence which we reasonably believe is inconsistent with being incapable of work at that time despite the presence of an illness, injury or medical condition. Disciplinary action will be taken in this instance.

If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined

Safeguards

Although we do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business, we would ask all employees to assist us in this matter should we feel that such a search is necessary.

Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.

We reserve the right to call in the police at any stage.

CONFIDENTIALITY

All information that:

- a) is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
- b) relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort; and
- c) has not been made public by, or with our authority;

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.

You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.



You must make yourself aware of our policies on data protection in relation to personal data and ensure compliance with them at all times.

DATA PROTECTION

The General Data Protection Regulation (GDPR) and the current Data Protection Act regulates our use of your personal data. As an employer, it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.

We commit to ensuring that your rights are upheld in accordance with the law

You are required to comply with all Company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action.

COMPANY PROPERTY AND COPYRIGHT

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by the CEO.

VIRUS PROTECTION PROCEDURES

To prevent the introduction of virus contamination into the software system, the following must be observed:

- a) unauthorised software including public domain software, USBs, external hard drives, CDs or internet downloads must not be used; and
- b) all software must be virus checked using standard testing procedures before being used.

E-MAIL AND INTERNET POLICY

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of internet and e-mail within the Company. The internet and e-mail system have established themselves as an important communications facility within the Company and have provided us contact with sources throughout the world. Therefore, to ensure that we can utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

Internet

The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.



Procedures – Acceptable/Unacceptable Use

Unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.

The internet system is available for legitimate business use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:

- a) comply with all our internet standards;
- b) access during working hours should be for business use only; and
- c) private use of the internet should be used outside of your normal working hours.

The Company will not tolerate the use of the Internet system for unofficial or inappropriate purposes, including:

- a) accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;
- b) non-compliance of our social networking policy;
- c) connecting, posting or downloading any information unrelated to their employment and in particular pornographic or other offensive material; or
- d) engaging in computer hacking and other related activities or attempting to disable or compromise security of information contained on the Company's computers.

You are reminded that such activities (c and d) may constitute a criminal offence.

E-mail

The use of the e-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly, it is a facility that is of assistance to employees. Inappropriate use, however, causes many problems including distractions, time wasting and legal claims. The procedure sets out the Company's position on the correct use of the e-mail system.

Procedures - Authorised Use

Unauthorised or inappropriate use of the e-mail system may result in disciplinary action which could include summary dismissal.

The e-mail system is available for communication and matters directly concerned with the legitimate business of the Company. Employees using the e-mail system should give particular attention to the following points:

- a) all comply with Company communication standards;
- b) if the email is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Company will be liable for infringing copyright or any defamatory information that is circulated either within the Company or to external users of the system; and
- c) offers or contracts transmitted by e-mail are as legally binding on the Company as those sent on paper.



The Company will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:

- a) any messages that could constitute bullying, harassment or other detriment;
- b) on-line gambling;
- c) accessing or transmitting pornography;
- d) transmitting copyright information and/or any software available to the user; or
- e) posting confidential information about other employees, the Company or its clients or suppliers.

Monitoring

We reserve the right to monitor all email/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings.

USE OF SOCIAL NETWORKING SITES

Social media can be a very powerful tool and as a Company, we want to embrace its use. We use social media to make our clients aware of promotions and other relevant information and to ensure we maintain a professional relationship with our clients.

Therefore, any work-related issue or material that could identify an individual who is a client or a work colleague, which could adversely affect the Company, a client or a work colleague or our relationship with any such person or organisation must not be placed on your private social network accounts.

Standards

WASTAGE

We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.

You are expected to support this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time and energy, and by handling all IT , camera and other equipment belonging to FLTV with care;

The following provision is an express written term of your contract of employment:

- a) any damage to property that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement; and



In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

HOUSEKEEPING

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times.

Health, Safety and Welfare

You should make yourself familiar with our Health and Safety Policy which you will have received as part of your welcome pack and is available on the website.

You must not take any action that could threaten the health or safety of yourself, other employees, clients, or members of the public.

You should report all accidents and injuries at work, no matter how minor, in the accident book and to the Chief Operating Officer

REFRESHMENT MAKING FACILITIES

We provide refreshment making facilities for your use, which must be kept clean and tidy at all times.

ALCOHOL & DRUGS POLICY

Under legislation we, as your employer, have a duty to ensure, so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and depending on the circumstances, this may lead to your dismissal.

MANUAL HANDLING

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

Lone Worker Policy

The Company will avoid the need for employees to work alone where reasonably practicable. Where lone working is necessary, the Company will take all reasonable steps to ensure the health and safety of employees working alone.

The Company will ensure that a risk assessment is conducted and that arrangements are in place prior to employees working alone. SEE H&S POLICY



General Terms and Procedures

CHANGES IN PERSONAL DETAILS

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

OTHER EMPLOYMENT

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation.

PRIVATE WORK

You are forbidden from undertaking any private work without authorisation from the Company. You will not be allowed to undertake any work which could otherwise have been undertaken by the Company. In the event of you being approached to undertake such work you must report the approach to your Line Manager.

TIME OFF

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. Where this is not possible, depending on the length of time off needed, you may at our discretion be able to make up the time otherwise it will be unpaid. To minimise the impact, you should try and get the first/last appointment of the day.

MATERNITY/PATERNITY/ADOPTION LEAVE AND PAY

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant or are notified of a match date for adoption purposes, you should notify The Director of Production at an early stage so that your entitlements and obligations can be explained to you.

PARENTAL/SHARED PARENTAL LEAVE

If you are entitled to take parental leave or shared parental leave in respect of the current statutory provisions, you should discuss your needs with The Director of Production who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

PARENTAL BEREAVEMENT LEAVE

In the unfortunate event that you experience the loss of a child, you may be entitled to parental bereavement leave and pay in accordance with the current statutory provisions. You should discuss your circumstances with The Director of Production and agree time off.

TIME OFF FOR DEPENDANTS



You may be entitled to take a reasonable amount of unpaid time off during working hours to take action that is necessary to provide help to your defendants. Should this be necessary you should discuss your situation with The Director of Production who, if appropriate, will agree to the necessary time off.

BEREAVEMENT LEAVE

You may be entitled to up to a maximum of 5 working days paid bereavement leave upon the death of a member of your immediate family or dependant i.e. parent, partner, spouse, sibling or child. You should discuss your circumstances with the Director of Production or if not available The Chief Operating Officer and agree an appropriate time off.

TRAVEL EXPENSES

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. You must complete an expenses claim form and provide receipts for any expenditure.

EMPLOYEES' PROPERTY AND LOST PROPERTY

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and not to leave any items overnight.

COMPANY TOOLS/EQUIPMENT

The Company provides the tools and/or equipment necessary to carry out your duties. You should keep these in good repair and take all reasonable steps to ensure that they are always secure. You must report any lost, damaged, or mislaid tools and/or equipment to your Line Manager. You must return all Company tools and/or equipment upon termination of employment by either party. Failure to return any tools and/or equipment, or any loss or damage suffered as a result of your negligence, will result in a deduction to cover the cost of the tools and/or equipment being made from monies due to you.

BEHAVIOUR AT WORK

You should behave with civility towards fellow employees. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action. You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs. Any involvement in activities which could be construed as being in competition with us is not allowed.

BEHAVIOUR OUTSIDE OF WORK

The Company recognises the importance of work/life balance. However, owing to the nature of the business, the company insists on employing staff of the highest integrity, and we expect you to maintain these standards outside of working hours. Activities that result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

DRIVING LICENCE

If driving is a necessary part of your role, it is imperative that you maintain a valid driving licence suitable for the vehicle you operate at all times during your employment. You are



required upon request to produce your driving licence to the management. We may also require you to provide us with the ability to access your driving licence details online. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. If you are required to drive as part of your job and we are unable to find alternative employment, your employment may be terminated.

Data collected about driving licences will be processed in line with the Data Protection Act.

FINES

Any fines imposed by relevant authorities including (but not limited to) speeding and parking will be payable by the employee. The Company takes no responsibility for the payment of fines incurred by the employee during their employment. In the event that the Company receives the summons on the employee's behalf or owing to a fine incurred by the employee, we may pay the fine and deduct the cost from the employee's pay. This is an express written term of your contract of employment.

THIRD PARTY INVOLVEMENT

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. Where we are required to share special category data to any third parties as part of that hearing, we ensure that a relevant condition of processing is met and we do not rely upon your consent for the processing.

RECORDING OF FORMAL MEETINGS

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request. All personal data collected for this purpose will be processed in line with the current Data Protection Act.

Anti-Bribery Policy

Bribery is a criminal offence. The Company prohibits any form of bribery. We require compliance, from everyone connected with our business, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us, and we have a zero-tolerance attitude towards corrupt activities of any kind, whether committed by employees or by third parties acting for or on behalf of the Company.

POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to offer, give, request or accept any bribe i.e. gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or Company in order to gain commercial, contractual or regulatory advantage for the Company, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

SUSPICION

If we suspect that you have committed an act of bribery or attempted bribery, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our business arrangement with you.



REPORTING

If you, as an employee or person working on our behalf, suspect that an act of bribery or attempted bribery has taken place, even if you are not personally involved, you are expected to report this to The Chief Operating Officer, or The Director of Production. You may be asked to give a written account of events.

Anti-Tax Evasion Policy

Tax evasion is a criminal offence. The Company prohibits any form of tax evasion. Involvement in the criminal facilitation of tax evasion exposes the Company and the person facilitating the evasion to a criminal offence. It will also damage our reputation and the confidence of our clients, suppliers, and business partners.

POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to take part in any activity relating to tax evasion.

If we suspect that you have taken part in such activity, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our business arrangement with you.

If you, as an employee or person working on our behalf, suspect any activity related to tax evasion or attempted tax evasion has taken place, even if you are not personally involved, you are expected to report this to The Chief Operating Officer, or The Director of Production. You may be asked to give a written account of events.

Whistle-blowers

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organisations for whom they work.

QUALIFYING DISCLOSURES

Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the Company has committed a “relevant failure” by:

- a) committing a criminal offence;
- b) failing to comply with a legal obligation;
- c) a miscarriage of justice;
- d) endangering the health and safety of an individual;
- e) environmental damage; or
- f) concealing any information relating to the above.



These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Company will take any concerns that you may raise relating to the above matters very seriously.

The Employment Rights Act 1996 provides protection for workers who 'blow the whistle' where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure must be "in the public interest". We encourage you to use the procedure to raise any such concerns.

THE PROCEDURE

In the first instance you should report any concerns you may have to The Chief Operating Officer, or The Director of Production who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.

TREATMENT BY OTHERS

Bullying, harassment, or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

Capability Procedures

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

JOB CHANGES/GENERAL CAPABILITY ISSUES

If the nature of your job changes or if we have general concerns about your ability to perform your job, we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.

If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

PERSONAL CIRCUMSTANCES/HEALTH ISSUES

Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice, and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

SHORT SERVICE STAFF

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

Disciplinary Procedures

It is necessary to have a minimum number of rules in the interests of the whole organisation.

The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.

Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.

The following rules and procedures should ensure that:

- a) the correct procedure is used when requiring you to attend a disciplinary hearing;
- b) you are fully aware of the standards of performance, action and behaviour required of you;
- c) disciplinary action, where necessary, is taken speedily and in a fair, uniform, and consistent manner;
- d) you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case.
- e) other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
- f) you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
- g) if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained



within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

- a) failure to abide by the general health and safety rules and procedures;
- b) persistent absenteeism and/or lateness;
- c) unsatisfactory standards or output of work;
- d) rudeness towards clients, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- e) unauthorised use or negligent damage or loss of our property;
- f) failure to report immediately any damage to property or premises caused by you.

SERIOUS MISCONDUCT

Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.

RULES COVERING GROSS MISCONDUCT

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- a) theft or fraud;
- b) physical violence or bullying;
- c) deliberate damage to property;
- d) deliberate acts of unlawful discrimination or harassment;
- e) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

(The above examples are illustrative and do not form an exhaustive list.)

Gross misconduct offences will result in dismissal without notice.

You have the right to appeal against any disciplinary action

An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.



The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision on the severity and appropriateness of the action taken can be made.

If you are appealing on the grounds that you have not committed the offence, then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.

You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.

Grievance Procedure

It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.

Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.

You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.

If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with The Chief Operating Officer or The Director of Production, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.

Personal Harassment Policy and Procedure

Harassment or victimisation on the grounds of the following protected characteristics: age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.

Personal harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 and will not be tolerated.

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all those who work for us. This includes employees, workers,



contributors, volunteers and contractors in all areas of our Company, including any overseas sites.

DEFINITIONS

Harassment

This is unwanted conduct related to a relevant protected characteristic that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating, or offensive environment for that person.

Unwanted conduct can include:

- a) spoken words;
- b) banter;
- c) written words;
- d) posts or contact on social media;
- e) imagery.
- f) graffiti;
- g) physical gestures;
- h) facial expressions;
- i) mimicry;
- j) jokes or pranks;
- k) acts affecting a person's surroundings;
- l) aggression; and
- m) physical behaviour towards a person or their property.

Sexual Harassment

This is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating, or offensive environment for that person.

- a) sexual comments or jokes;
- b) displaying sexually graphic pictures, posters or photos;
- c) propositions and sexual advances;
- d) sexual gestures;
- e) intrusive questions about a person's private or sex life
- f) sexual posts or contact on social media;
- g) spreading sexual rumours about a person;
- h) sending sexually explicit emails or text messages; and
- i) unwelcome touching, hugging, massaging or kissing.

CIRCUMSTANCES WHICH ARE COVERED

This policy covers behaviour which occurs in the following situations:

- a) a work situation
- b) a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch or social event with colleagues;
- c) outside of a work situation but against a colleague or other person connected to the Company, including on social media;

COMPLAINING ABOUT PERSONAL HARASSMENT

Informal Complaint

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the same person who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment, you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

Formal Complaint

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of The Chief Operating Officer or The Director of Production a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:

- a) the name of the alleged harasser;
- b) the nature of the alleged harassment;
- c) the dates and times when the alleged harassment occurred;
- d) the names of any witnesses; and
- e) any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint, we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied to such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

At the conclusion of the investigation, which will normally be within ten working days of the meeting with you, the decision of the investigator, detailing the findings, will be sent in writing to you.



You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

DISCIPLINARY ACTION

If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal

When deciding on the level of disciplinary sanction to be applied, we will take into consideration aggravating factors such as abuse of power over a more junior colleague.

If you bring a complaint of harassment, you will not be victimised for having brought the complaint. However, if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

THIRD PARTY HARASSMENT

Third party harassment occurs when one of our workforce is subjected to harassment by someone who is not part of our workforce but who is encountered in connection with work. This includes our clients, suppliers, members of the public. Third party harassment of our workforce will not be tolerated.

Should you be subjected to third party harassment, you are encouraged to report this as soon as possible to you're the Chief Operating Officer or The Director of Production

Equality, Diversity, and Inclusion

You should make yourself familiar with our EDI Policy which you will have received as part of your welcome pack, and is available on the website

The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.

We recognise that discrimination is unacceptable and although equality of opportunity has been a long-standing feature of our employment practices and procedure, we have made the decision to adopt a formal policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action up to and including dismissal.

The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.



We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

RECRUITMENT AND SELECTION

The recruitment and selection process is crucially important to any equality, inclusion and diversity policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

We will adopt a consistent, non-discriminatory approach to the advertising of vacancies. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job. Short listing and interviewing will be carried out by more than one person where possible.

Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

Termination of Employment

RESIGNATIONS

All resignations must be supplied in writing, stating the reason for resigning your post.

TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement of Main Terms of Employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

RETURN OF OUR PROPERTY

On the termination of your employment, you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.