



Complementary & Natural
Healthcare Council

EMPLOYEE HANDBOOK

November 2019

Welcome to the Complementary & Natural Healthcare Council

Thank you for choosing to work with the Complementary & Natural Healthcare Council (CNHC).

This handbook, along with your contract of employment and other people policies, is your essential guide to working with the CNHC. The policies and procedures in this handbook do not form part of your employment contract and are not contractually binding.

You should read through the handbook as soon as you join and then use it as an ongoing guide and resource where you can find the information you are likely to need during your employment with us.

The Handbook also contains important information about other aspects of your role and personal responsibilities. We expect you to fully understand and always follow these to protect yourself, our registrants and the CNHC.

When we update the Handbook, we will let you know and tell you what has changed. You will be expected always to make sure you fully read and understand the changes and that you know what you may need to do differently.

If you cannot find the information you need within this handbook then please let me know and I will try to find the information for you. I also welcome your feedback as to what else could usefully be included.

We wish you every success during your employment with us.

Margaret Coats
On behalf of the Board of CNHC

CONTENTS

Welcome to the Complementary & Natural Healthcare Council	2
1 About CNHC.....	6
1.1 Background	6
1.2 Key Purpose	6
1.3 Values.....	6
1.4 Ways of Working.....	6
2 Employee Handbook	7
2.1 CNHC Introduction to the Employee Handbook.....	7
2.2 Changes to the Employee Handbook.....	7
2.3 Responsibility for the Employee Handbook	7
3 Joining Us.....	8
3.1 Recruitment Policy.....	8
3.2 Contract of Employment	8
3.3 Induction.....	8
3.4 Probationary Period of Employment	8
3.5 Personal details.....	8
3.6 Conflicts of Interest.....	9
3.7 Additional employment	9
3.8 Confidentiality	9
3.9 Media Contact Protocol	9
4 Attendance	10
4.1 Working Hours.....	10
4.2 Working Time Directive.....	10
4.3 Time off in lieu.....	10
4.4 Timekeeping	10
4.5 Annual Leave	10
4.6 Flexible Working Policy	11
4.7 Home Working Policy.....	14
4.8 Sickness Absence Policy.....	14
4.9 Medical Reports and Examinations Policy.....	16

4.10	Medical appointments.....	18
4.11	Jury Service.....	18
4.12	Public duties.....	18
4.13	Compassionate Leave.....	18
4.14	Time Off for Dependants (Emergency Family Leave).....	19
4.15	Time off for domestic emergencies.....	19
4.16	Bad Weather/Travel Disruption	19
5	Professional Standards and Working Practices.....	21
5.1	Appearance	21
5.2	CNHC Premises	21
5.3	Personal Property.....	21
5.4	Telephones & Correspondence	21
5.5	Training.....	21
6	Remuneration and Benefits	23
6.1	Salary Arrangements	23
6.2	Payroll.....	23
6.3	Deductions	23
6.4	Salary Reviews.....	23
6.5	Pension	24
6.6	Season Ticket Loans.....	24
6.7	Expenses Policy.....	24
7	Health and Safety.....	27
7.1	Our Commitment	27
7.2	Responsibility.....	27
7.3	Responsibilities of Employees	27
7.4	Reporting accidents at work.....	28
7.5	Alcohol and Illegal Substances.....	28
7.6	Fitness for Work.....	29
7.7	Fire Evacuation and other emergency arrangements	29
7.8	Smoking	30
7.9	Electrical equipment	30

7.10	First Aid and Medication	30
7.11	Lifting and Handling	30
7.12	Display Screen Equipment (DSE)	30
7.13	Eye tests	30
7.14	Personal Safety/Lone Working Policy	30
7.15	Communication of Information	31
8	Policy Statements	32
8.1	Data Protection Policy	32
8.2	IT and Internet Policy	37
8.3	Social media policy	39
8.4	Business Ethics and Anti-Bribery Policy	40
8.5	Whistleblowing Policy	42
8.6	Equal Opportunities Policy	44
8.7	Harassment, Victimisation and Bullying at Work	47
9	Family Friendly Policies	53
9.1	Maternity Provisions	53
9.2	Adoption Leave and Pay	58
9.3	Paternity Leave and Pay	61
9.4	Shared Parental Leave and Pay	62
9.5	Ordinary Parental Leave	73
10	Leaving our employment	75
10.1	Notice Periods	75
10.2	Resignation	75
10.3	Other Conditions on Leaving	75
10.4	Retirement	76
10.5	References	76
11	Disciplinary, Grievance and Capability procedures	77
11.1	General conduct	77
11.2	Disciplinary Procedure	77
11.3	Capability Procedure	82
11.4	Grievance Procedure	85

1 About CNHC

1.1 Background

CNHC is the independent UK voluntary regulator for complementary healthcare practitioners. It was set up in 2008 with government funding and support to protect the public.

1.2 Key Purpose

CNHC's key purpose is to act in the public interest and enable proper public accountability of the complementary therapists that it registers.

1.3 Values

CNHC is committed to demonstrating the following values in its work:

- To apply the principles of better regulation:
 - proportionality
 - accountability
 - consistency
 - transparency
 - targeted
- To respect the principles of equality and diversity
- To be professional and strive for excellence
- To take pride in delivering quality and value for money
- To be accessible to all who meet, or seek to meet our standards
- To apply good employment practice

1.4 Ways of Working

At all times CNHC will:

- Respect and value all colleagues, embracing diversity of opinion and expertise.
- Share a clarity of purpose, common vision and strive to deliver high quality services to all stakeholders
- Be adaptable, flexible, collaborative, and creative in all our ways of working
- Be clear, effective and efficient in all our forms of communication
- Value the standards achieved and maintained by the practitioners who are admitted to the register
- Lead clearly and responsibly, inspiring trust through integrity, transparency and equity
- Recognise the contribution of all employees in achieving the CNHC's strategic objectives and in celebrating our successes
- Use resources responsibly and effectively
- Promote a positive CNHC identity in all our activities

2 Employee Handbook

2.1 CNHC Introduction to the Employee Handbook

The purpose of this handbook is to inform employees and provide commonly needed information in relation to employment with CNHC. You should familiarise yourself with its contents.

The Employee Handbook should be read in conjunction with the Statement of Main Terms of Employment (employment contract) and any associated privacy notice issued to all employees. The Handbook and Privacy Notice do not form part of the contract of employment but the policies and procedures will normally apply.

2.2 Changes to the Employee Handbook

The Company reserves the right to amend this Employee Handbook but will make every effort to notify employees when there is an official change to any policy that is contained within the handbook.

However, employees are responsible for keeping up-to-date about the Company's policies, procedures, benefits, and working conditions.

Where the Company seeks to vary a term or condition of your contract of employment that is also contained in this handbook, we will consult with you and all employees as a group.

2.3 Responsibility for the Employee Handbook

The Chief Executive has overall responsibility for this Employee Handbook and for ensuring that its policies and procedures comply with our legal obligations.

Any questions you may have with regard to the handbook contents or what you have to do to comply with it should be referred to the Chief Executive.

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

3 Joining Us

3.1 Recruitment Policy

The CNHC aims at all times to recruit the person who is most suited to a particular post and retain them through appropriate performance management and training.

We are an equal opportunities employer and base the criteria for selection on an applicant's ability to perform a role to the required standard, irrespective of sex, age, marital or civil partner status, sexual orientation, gender reassignment, race, ethnic origin, disability, pregnancy, maternity, religion or religious beliefs. Our Equal Opportunities and Harassment policies are contained in this handbook (section 8.6 and 8.7).

3.2 Contract of Employment

As an employee of CNHC you will have received a written contract setting out the terms and conditions of service as they relate to your role.

The CNHC reserves the right to change its terms and conditions and employment policies from time to time. If there are changes that affect all or a large number of employees, you will be notified at the earliest opportunity of these changes by way of a general notice to all employees affected.

Where there is a change in your individual terms and conditions of employment that affects your contract, we will give you a written statement of the change at the earliest opportunity.

This Handbook and the Privacy Notice should be read in conjunction with your contract of employment, but they do not form part of the contract of employment.

3.3 Induction

It is the CNHC's normal practice to provide induction training for all new employees. This will include introductions to colleagues, general administrative arrangements including health and safety, fire procedures and familiarisation with other employees' roles and responsibilities, as relevant to your role.

3.4 Probationary Period of Employment

When you join us, you will be subject to a probationary period. This policy is intended to allow both you and the CNHC to assess objectively whether or not you are suitable for the role. In some cases, the probationary period could be extended prior to confirmation of permanent employment.

3.5 Personal details

The CNHC and its payroll provider maintain a record of your personal and employment details. This record contains 'Personal Data' and "Special Category Data" which may be from a number of sources, including data provided by you to us (e.g. address and telephone number, and bank details), information provided by a third party (e.g. a previous employer for reference purposes), or information created by us in the course of your employment (e.g. sickness records).

We request that you keep personal data provided by you, to us and the payroll provider, up to date and that you notify the Chief Executive immediately in writing of any changes that affects this information, other than a change of bank details which should be notified only to the payroll provider, such that we can continue to meet our employment obligations to you.

3.6 Conflicts of Interest

You should not, directly or indirectly, engage in, or have any interest, financial or otherwise, in any other organisation or enterprise which interferes or is likely to interfere with your independent exercise of judgement in the CNHC's best interests.

Generally a conflict of interests exists if you are involved in an activity:

- which subjects you to unreasonable time demands that prevent you from devoting proper attention to your responsibilities to the CNHC
- which is operated in a way that your involvement will reflect adversely on the CNHC.

Should you be in doubt as to whether an activity involves a conflict, you should discuss the situation with the Chief Executive.

3.7 Additional employment

You must seek consent from CNHC if you intend to take on regular paid work with another employer whilst you remain employed with CNHC. Such consent will not be unreasonably withheld unless it conflicts in any way with you carrying out your duties with the CNHC.

3.8 Confidentiality

During the course of your employment you may find yourself in possession of sensitive information concerning clients, employees, partners and the company, the disclosure of which could be construed as a breach of confidentiality. It is a condition of your employment that you have a duty of confidentiality to the CNHC, and you must not discuss or disclose any sensitive or confidential matter whatsoever relating to the CNHC and any associates with any outside organisation, including the media. In addition, you must not act as a spokesperson on behalf of the CNHC, unless authorised to do so.

If you receive unusual requests for information on the organisation, you must seek clarification from your Chief Executive before passing on the information. Although CNHC is not a public authority and therefore not subject to the Freedom of Information Act, we do occasionally receive formal Freedom of Information Act requests. These should go immediately to the Chief Executive. Any GDPR Data Subject Access Requests should also go immediately to the Chief Executive. Do not attempt to respond to the requests but pass them on as soon as possible.

If you are in any doubt as to what constitutes confidential information, please refer to the Chief Executive.

Any such breach of confidentiality would be deemed as gross misconduct except as otherwise provided or as permitted by any current legislation (e.g. the UK Public Interest Disclosure Act 1998) and could lead to your dismissal.

3.9 Media Contact Protocol

The two general principles are that the CNHC wants to be helpful and responsive to journalists, and that staff should not speak to journalists about the CNHC's work unless it has been agreed with the Chief Executive or the Chair in the Chief Executive's absence.

4 Attendance

4.1 Working Hours

Your normal hours and working pattern are set out in your contract of employment. A daily unpaid break of a minimum of 20 minutes must be taken if you work more than six hours daily.

The CNHC reserves the right to vary your hours and pattern of working, following consultation and agreement with you.

You may very occasionally be required to work additional hours at short notice, in accordance with the needs of the business. Additional remuneration will only be payable with the prior authorisation of the Chief Executive.

You may be required to work at weekends to cover events. In these instances, overtime will be payable or you may take time off in lieu.

You may also be required to undertake duties outside your normal job remit and to work at locations other than your normal place of work.

During your normal working hours you must devote the whole of your time, attention and ability to the business of the CNHC and at all times promote its interests and general welfare.

4.2 Working Time Directive

The EC Working Time Directive is governed by the Working Time Regulations 1998. The Directive lays down Health and Safety requirements of your working time and has provisions covering periods of day and weekly rest, periods of annual leave and breaks while working, and a maximum weekly working time of 48 hours to be averaged over a reference period of 17 weeks.

4.3 Time off in lieu

Where you are required to work additional hours e.g. at weekend, and it has been agreed in advance with the Chief Executive, you may be paid overtime or you may take time off in lieu.

4.4 Timekeeping

Good time keeping is your responsibility and persistent breaches will be dealt with under the disciplinary procedure.

4.5 Annual Leave

It is important for your health and performance at work that you take regular time off work. For that reason we provide a generous annual holiday allowance and encourage employees to use all of their annual holiday entitlement.

All employees of the CNHC are entitled to 25 days' paid annual leave and 8 Statutory Bank Holidays, pro-rated for part-time staff.

A week's leave allows you to be away from work for a week – that is the same amount of time as your working week. If you do a five-day week, this means you are entitled to 25 days leave per year plus 8 Bank Holidays.

If you work part-time then you may find it easier to calculate your entitlement on the basis of your weekly hours e.g. if you work 20 hours per week then you are entitled to (20 hours*5.6 weeks leave) 112 hours leave per year. Note, Bank Holidays are also pro rata for part time staff.

- The holiday year runs from 1st January to 31st December

- Leave for employees joining or leaving the CNHC's employment after the start of the leave year accrues at the rate of one twelfth of the annual entitlement for each complete calendar month of service
- For anyone who is leaving, if more holiday has been taken than the accrued annual leave entitlement, a deduction calculated on the same basis will be made from the final salary payment.
- Holiday pay in lieu of accrued leave will be paid only on termination of employment.
- You may carry over a maximum of 5 days' of your annual holiday entitlement to the end of March of the following year.
- If you are dismissed for gross misconduct or if you fail to give the required notice on resignation, you are not entitled to unused holidays in excess of the minimum statutory entitlement.
- If you are taken ill or sustain an injury during a holiday, you may be permitted to take the holiday at a later time. You must follow normal absence reporting and medical certification procedures.

4.5.1 Holiday request procedure

Holidays must be agreed with the Chief Executive as early as possible using the Annual Leave Form, which is available in the Governance folder on the CNHC server. Ideally, holidays of five days should be booked at least three weeks in advance and, for holidays in excess of five days, a minimum of one month's notice should be given.

The CNHC will, where possible, try to accommodate individual preferences for holiday dates but the needs of the business may have to take precedence, particularly where a few employees wish to take time off at the same time or where short notice is given.

Before making any financial commitments, you must check with the Chief Executive to gain authorisation for your holiday. The CNHC cannot be held responsible for any financial loss incurred due to holiday travel and accommodation being secured before approval of the leave from work is gained.

4.5.2 Christmas Closure

The CNHC reserves the right to remain closed over the Christmas period. If such a closure takes place, the CNHC may, at its absolute discretion, grant you additional paid leave to cover such a period as the office is shut. The granting of these additional discretionary days does not constitute an entitlement to receive these.

4.6 Flexible Working Policy

This policy is for applications for permanent changes to be made to working arrangements. (See 4.7 Home Working Policy for ad hoc requests). The CNHC acknowledges the right of any eligible employee to apply for flexible working and undertakes to treat employees fairly and equitably and maintain their statutory rights.

To make a request for flexible working the applicant must be:

- An employee
- Have worked continuously for the CNHC for at least 26 weeks before making the request
- Not have made another statutory flexible working request within the previous 12 months

Employees employed for fewer than 26 weeks, agency workers and office holders do not have a statutory right to request flexible working.

4.6.1 Types of Flexible Working

Common types of flexible working include:

- Flexi-time: choosing when to work (usually with a core period during which an employee is required to work)
- Annualised hours: hours are worked out over a year
- Compressed hours: working agreed hours over fewer days
- Staggered hours: different starting, break and finishing times for employees in the same workplace
- Job sharing: sharing a job designed for one person with someone else
- Homeworking: working from home
- Part-time working: working less than the normal full-time hours, by working fewer hours per day or shorter hours per day
- Term-time working: an employee on a permanent contract takes paid or unpaid leave during school holiday periods

4.6.2 Flexible Working Application Process

You are encouraged to discuss your application informally with your line manager before submitting a formal request.

4.6.2.1 Formal Application

Formal applications for flexible working should be made in writing to the Chief Executive, with the following information included in the request:

- the date of the letter of request;
- that the request is being made under the statutory right to make a flexible working request; (this is why the legislation should be mentioned as above)
- the change to working arrangements which you are seeking;
- what effect, if any, you think the requested change may have on the CNHC, and how this may be resolved;
- the date on which you want the changes to commence;
- whether you have made any statutory flexible working requests before, and if so, when.

You are not required to disclose why you are seeking to make changes to your working conditions.

4.6.2.2 Consideration of an Application for Flexible Working

All statutory requests for flexible working will be given serious consideration.

Your request may be accepted or if appropriate, the Chief Executive will arrange a meeting with you to discuss your request. You have the right to be accompanied by a work colleague or trade union representative at this meeting.

Consideration of any request must be completed within three months of first receiving the request, including any appeal, unless an extension has been agreed.

4.6.2.3 Reasons for turning down a flexible working request

The Chief Executive will give reasons for the rejection of any request. Those reasons must be for one or more prescribed business reasons, which are:

- the burden of additional costs;
- an inability to reorganise work among existing staff;

- an inability to recruit additional staff;
- a detrimental impact on quality;
- a detrimental impact on performance;
- a detrimental effect on ability to meet customer demand;
- insufficient work for the periods the employee proposes to work; and
- a planned structural change to the business.

The Chief Executive must not reject a request for any other reason.

4.6.2.4 Decision

We will notify you of a decision as soon as practically possible. If the requested work pattern cannot be agreed, an alternative arrangement could be agreed.

Once a flexible working request is agreed, the CNHC will set out in writing:

- The date on which the agreement is made
- The new working pattern
- The starting date for the new arrangement
- That the arrangements mean a permanent change to your contract, and you may not be able to revert back to the previous working pattern (unless agreed otherwise).

4.6.3 Trial Period

By mutual agreement, the CNHC may arrange a trial period for the proposed new working arrangements before making a final decision.

The trial period would normally be for 3 months. The purpose of the trial period would be to determine the feasibility of the new working arrangements and to assess their impact.

The following outcomes may result from the trial period:

- Agreement to the flexible working arrangements is confirmed
- Provided the trial period is completed without any issues arising, the new working pattern becomes a permanent change to your terms and conditions of employment (unless you have requested a temporary change). After this, there is no automatic right in law for you to revert to your previous working pattern, or for the CNHC to require you to do so.
- If the trial period shows that the new arrangement is not feasible, the CNHC may refuse the request for one of the reasons outlined below.
- Amend the proposed working arrangements
- It might be the case that the trial period has flagged some impracticalities but is in part workable. In this eventuality it could be possible to agree to revised working arrangements which satisfy the requirements of both parties but are different from the original proposal.

4.6.4 The Appeal Procedure

If you wish to appeal, you must submit your appeal in writing within 14 days of receiving written notice refusing your request and stating the grounds for the appeal.

An appeal meeting will be arranged as soon as practically possible. You have the right to be accompanied by a work colleague or trade union representative.

The CNHC will notify you of the outcome of your appeal in writing, as soon as practically possible after the meeting. The notification will include the date, and state the grounds for the decision, if

still refused, or alternatively, give details of the agreed flexible working arrangement as above. This decision will be final.

4.6.5 Data Protection

When managing an employee's flexible working request, the CNHC processes personal data collected in accordance with its Data Protection policy. Data collected from the point at which the CNHC receives a flexible working request is held securely and accessed by, and disclosed to, individuals only for the purposes of managing his/her request for flexible working. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with our data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the CNHC's disciplinary procedure.

4.7 Home Working Policy

We trust our employees to deliver what is expected and required regardless of location. Different roles will require different ways of working, and the primary driver should be where you need to be based to best deliver your specific work.

Whether you work from home regularly as part of a flexible working agreement (see 4.6 Flexible Working Policy) or on an ad hoc basis agreed as below, you have a duty to ensure that all of your working environment and equipment is suitable and safe for that purpose. You are responsible for checking the working environment and reporting to the CNHC either that it is satisfactory or that you need assistance in a risk assessment. Where appropriate, we shall provide you with suitable and safe equipment to undertake your work.

In order to make sure that we know who is where and can always make contact during working hours, if you plan to work from home you should take the following steps.

- Discuss and agree with the Chief Executive in advance to seek specific permission in advance for each incidence of working from home (unless this is part of an agreed flexible working arrangement)
- Always make sure your calendar clearly states that you are working from home and provides ways of contacting you – you should never be uncontactable when you are working from home.
- You should make reasonable efforts to be in the office for team meetings.

You may be required to stop working from home if performance suffers, or business needs are not met or change.

4.8 Sickness Absence Policy

We aim to encourage all our employees to maximise their attendance at work while recognising that employees will, from time to time, be unable to come to work because of ill health or injury.

While we understand that there will inevitably be some sickness absence among employees, we must also pay due regard to our operational needs. If an employee is persistently absent from work, this can damage efficiency and productivity, and place an additional burden on colleagues.

By implementing this policy, we aim to strike a reasonable balance between the pursuit of our operational needs and the genuine need of employees to take time off work because of ill health or injury.

4.8.1 Sickness absence reporting

If you are absent from work as a result of sickness, ill health or injury you should telephone the Chief Executive or designate within half an hour of your normal start time on the first day of absence giving the nature of your absence and how long you expect to be away from work.

To ensure as little disruption as possible, it is important at this stage to discuss any immediate work issues if you are in a position to do so.

If you cannot call yourself you should arrange for someone else to do it for you.

You should keep us updated on your condition and expected return date. For each subsequent sick day after the first day of absence, you should generally telephone your manager as soon as reasonably practicable in the morning. However, managers should use their discretion and can agree different arrangements with you, for example if you are hospitalised.

4.8.2 Certification

If you are off sick for a period of up to 7 days, including weekends and Public Holidays, you must complete a Self-Certification Form on your return to work and give it to the Chief Executive.

This applies to all periods of sickness absence, including one day's absence, in order to comply with the Statutory Sick Pay regulations. Self-Certification Forms are available in the Governance folder on the CNHC server.

If your sickness absence lasts 8 days or more (including weekends and public holidays) you are required to send us a Medical Certificate/Fit Note. You must provide us with Fit Notes for all periods of absence and must ensure that Medical Certificates run continuously, without any gaps.

4.8.3 Sick Pay

Most employees have a right to statutory sick pay (SSP) as long as they earn more than the lower earnings level, and are not over state retirement. SSP payable from the fourth qualifying day of absence (counting all the days of the week including Saturdays, Sundays and statutory holidays).

There is a limit of 28 weeks' SSP in any one period of sickness or linked periods. (Periods of sickness are said to be linked if the second period starts within eight weeks of the end of the first period.) SSP is paid in the same way as ordinary pay and is liable to tax and National Insurance contributions.

After successful completion of the probationary period, if applicable, provided that we are satisfied that your absence is due to genuine incapacity and subject to the correct notification and certification procedures being followed, the CNHC will pay you occupational sick pay in aggregate in any period of 12 consecutive months as set out below:

- 6 months to 2 years' service: up to 4 weeks' full pay and 4 weeks' half pay
- After two years' service: 13 weeks' full pay and 13 weeks half-pay

Any previous period of sickness absence for which benefit was payable in the 12 months preceding the first pay of a new period of absence will be counted against the above limits for the latest absence. If, during a period of absence, your service reaches a new qualification period, the duration of the payment will be based on the newly acquired qualification

4.8.4 Absence Monitoring

The Company monitors sickness absence data as part of its focus on providing a supportive working environment, to ensure you are able to fulfil your duties and responsibilities on an ongoing basis and are deemed fit to work, to pay you any benefits that you may be entitled to and to ensure we meet any legal obligations such as to make any reasonable adjustments.

Repeated absence or long-term absence, even if caused by genuine sickness, can eventually lead to termination of employment. Please be assured that this action would only be taken where there are no other reasonable alternatives.

Any employee who has been absent due to sickness and is found not to have been genuinely ill will be subject to disciplinary action, which could include dismissal.

Short-term absence will be managed through the Sickness Absence Policy. The aim of this procedure is to avoid dealing with absence as a disciplinary issue.

We will always ensure the appropriate application of protection offered to staff by the Equality Act 2010.

4.8.5 Sickness during Holiday

In the event that you fall sick during a pre-booked holiday you can take this time as sick leave rather than holiday, subject to your providing the CNHC with a valid Fit Note to cover all the days you are absent due to sickness during this period. In this case, you will be entitled to sick pay rather than holiday pay (subject to satisfying the normal eligibility criteria). You will then be entitled to take your holiday on a separate occasion, subject to approval in the normal way.

4.8.6 Return to Work Discussion

On your return to work from sickness absence, we will discuss your absence with you to:

- identify the cause of the absence;
- ensure that you are fit to return;
- address any problems that may be causing or contributing to your absence;
- agree new work priorities following your absence.

4.8.7 Data protection

When managing sickness absence, the CNHC processes personal data collected in accordance with its data protection policy. Any data related to your health is considered special category personal data and is therefore subject to higher levels of protection. In particular, data collected including fit notes, occupational health reports, GP reports, Consultant reports and any other information providing details of the state of your health is held securely and accessed by, and disclosed to, individuals only for the purposes of managing your sickness absence.

We may use this data to ascertain your fitness for work, to determine whether you require any reasonable adjustments and to fulfil our obligations under our duty of care to you or for the assessment of your working capacity in line with our data protection policy. Inappropriate access or disclosure of your special category personal data constitutes a data breach and should be reported in accordance with our data protection policy immediately. It may also constitute a disciplinary offence which will be dealt with under the CNHC's disciplinary procedure.

4.9 Medical Reports and Examinations Policy

4.9.1 Report from a medical practitioner who has been responsible for the employee's clinical care

There may be occasions when we consider it necessary to request details from a medical practitioner on the health of an employee. Where a report from your medical practitioner is necessary, you will be fully informed of your rights under the Access to Medical Reports Act 1988 and your permission will be sought for the report to be obtained.

You have the right to access the report before the CNHC sees it. If you wish to see the report, you should inform the Company of this, so that it can inform the medical practitioner. You will then have 21 days from the date of making the application for the report to contact the medical practitioner to see the report. If you do not contact the medical practitioner within this period, the medical practitioner can pass the report on to the CNHC.

When requesting a report, we will provide the medical practitioner with:

- a copy of the employee's signed form consenting to the request to seek a medical report;
- confirmation that you are aware of their rights under the Access to Medical Reports Act 1988; and
- details of the major features of the employee's job.

We will ask the medical practitioner to identify:

- the nature of your illness or injury;
- when you are likely to be fully fit to resume your normal duties;
- if you are unfit to resume your normal duties, what alternative duties you might be fit to undertake;
- when you are likely to be fit to undertake any alternative duties;
- what reasonable adjustments could be made to working conditions or work premises to facilitate a return to work; and
- the likelihood of recurrence of the illness or injury once you have returned to work.

Where you feel that the report is misleading or incorrect, you may ask the medical practitioner to amend it. If the medical practitioner does not agree with you and does not alter the report, you may attach a statement to the report to reflect their views.

If we wish to take action following the report, this will be taken only after consultation with you and full and careful consideration of all the facts provided. We will request a meeting with you to discuss the report and identify what action is to be taken.

Where an employee refuses permission for us to contact your medical practitioner, we will explain to them the reasons behind the request and inform them that a decision relating to their employment may be made without the benefit of access to medical reports. The same procedure will be followed where the employee delays in giving their consent.

Alternatively, having seen the report, the employee may request that access to the report be withheld from the organisation. The employee will be informed that a decision relating to their employment may be made without the benefit of access to medical reports.

4.9.2 Report from a medical practitioner who has not been responsible for the employee's clinical care

The Access to Medical Reports Act 1988 does not apply where we are seeking a medical report from a medical practitioner who has not been responsible for your clinical care, typically our own chosen specialist.

In these circumstances, we will explain to you in writing what information we are seeking on your health and how the information will be used.

We will write to the medical practitioner to request the report. The letter should explain to the medical practitioner why the organisation is requesting the report, and ask any specific questions that it wishes the practitioner to answer.

Where the employee objects to the processing of their personal data when the organisation is seeking to obtain a medical report to which the Access to Medical Reports Act 1988 does not apply, the organisation will explain to the employee the reasons behind the request and inform the employee that a decision relating to their employment may be made without the benefit of access to medical reports.

Any personal data collected in relation to this policy is held securely and accessed by, and disclosed to, individuals only for the purposes of managing the sickness procedure. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with our data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under this disciplinary procedure.

4.10 Medical appointments

You should make GP, Dentist and similar appointments at times to minimise disruption to the normal working day.

Where it is not possible to arrange appointments outside of working hours or during lunch breaks, you should try to arrange them at the beginning or end of the working day. If this is not possible, you may be required to take annual leave in order to attend them.

For further guidance please discuss the situation with the Chief Executive.

4.11 Jury Service

If you are called for Jury Service (or are required to attend court as a witness) please tell us as soon as possible and give a copy of the Jury Summons and confirmation to the Chief Executive. For Jury Service lasting up to 10 working days, your salary will continue to be paid, subject to the deduction of any monies received from the court in respect of loss of earnings. The court may require your employer to complete a Certificate of Loss of Earnings or Benefits, which you should give to us as soon as you receive it.

If your jury service is expected to last longer than 10 working days, please speak to the Chief Executive in the first instance. Special leave may be paid at the CNHC's discretion.

If possible and reasonable, please return to work for any half days that are not required for the attendance of Jury Service.

If the business requirements make it impossible for you to attend for Jury Service, the CNHC will discuss this with you and in exceptional circumstances, may ask you to apply to the Court for a deferral, which will require you to state reasons clearly for your deferral application. Jury Service may only be deferred once and this will be discussed with you.

4.12 Public duties

You are permitted to take a reasonable amount of time off to complete your public duties including, but not limited to, magistrate or local councillor duties. Such time off will be unpaid.

You should speak to the Chief Executive about your duties and any other schedules as soon as possible to discuss how this could impact on your work, to agree the time off and to allow the CNHC to plan for your absence. Time off for public duties may be refused if the CNHC considers it unreasonable but it will not be unreasonably withheld.

4.13 Compassionate Leave

If time off is required for compassionate reasons, for example in the event of death of a close relative, you may request compassionate leave. The Chief Executive will be responsible for approving any such requests. The length of leave will be at the absolute discretion of the CNHC.

Any personal data collected in relation to requests for compassionate leave will be processed in accordance with the CNHC's data protection policy.

4.14 Time Off for Dependants (Emergency Family Leave)

You have the right to take a reasonable amount of unpaid time off during your working hours to deal with unexpected or sudden problems affecting your dependants and to make any necessary longer-term arrangements for their care. It is expected that in most cases the amount of leave will be no more than one day, or two days, at the most. You may be able to take longer periods of leave under other arrangements with the CNHC.

This right is intended to cover genuine emergencies and examples of where it may be applicable are:

- To care for a dependant who falls ill or has been involved in an accident or assaulted
- When your partner is having a baby
- To make longer term arrangements for a dependant who is ill or injured
- To deal with an unexpected disruption or breakdown in care arrangements for a dependant; i.e. when the childminder or nurse fails to arrive
- To deal with an incident involving your child during school hours

You must advise us as soon as possible about your absence and how long you expect to be away from work. There may be occasions when you return to work before it is possible to contact the CNHC. However, on such occasions, you must advise us of the reason for the absence immediately upon return to work.

For the purposes of the right to time off, a dependant is defined as your “partner, child or parent, or someone who lives with you as part of your family e.g. elderly aunt or grandparent, but not a lodger, tenant or employee.” In cases of illness or injury or where care arrangements break down, a dependant may also be someone who reasonably relies on you for help or care in an emergency e.g. an elderly neighbour living alone.

Any personal data collected in relation to this policy will be processed in accordance with the CNHC's data protection policy.

4.15 Time off for domestic emergencies

The organisation recognises that employees will from time to time experience emergencies at home, such as a flood, fire or burglary. This policy is intended to allow those who have a genuine domestic emergency to take a reasonable amount of amount of unpaid time off work to deal with the emergency.

The policy does not apply to planned events such as domestic repairs, refurbishment, building or trades work, installation of appliances, or home deliveries.

If you become aware of an emergency while at work, you should immediately speak to the Chief Executive about leaving work early, explaining the reason for the absence; and how long you expect to be absent from work.

Any personal data collected in relation to this policy will be processed in accordance with the CNHC's data protection policy.

4.16 Bad Weather/Travel Disruption

In the event of extreme adverse weather conditions, or any travel disruptions caused by extreme circumstances (e.g. volcanic ash, heavy snow, flooding, etc.), you are expected to make every attempt to arrive at work at your normal starting time, unless you have been notified that the office is closed. If the office is closed you will be paid for the relevant day(s).

If you decide that the weather conditions will prevent you from travelling to work you must either take the day(s) as holiday, or take the day(s) as authorised unpaid leave of absence or work from home if your role allows you to do so and you seek permission to do this.

If this is the case, you must telephone the Chief Executive at least 30 minutes before your normal starting time and inform them of the option you wish to take.

In any event, absence from or lateness to work due to extreme adverse weather conditions will not be subject to the CNHC's disciplinary procedure, provided you notify the Chief Executive in accordance with the above policy.

5 Professional Standards and Working Practices

5.1 Appearance

You are expected to dress appropriately at all times in relation to your role, and to ensure that your personal hygiene and grooming are properly attended to prior to presenting yourself at work.

You must ensure your dress and grooming standards reflect the values of the CNHC and the environment you work in.

5.2 CNHC Premises

You are not permitted to bring any unauthorised person on to the property of the CNHC without prior agreement from the Chief Executive, unless you are authorised to do so as part of your job. In these circumstances you are responsible for ensuring that your visitors are appropriately monitored during their stay, and that they do not access areas or CNHC property inappropriately.

You must not remove CNHC property from the organisation's premises without prior authority from the Chief Executive.

5.3 Personal Property

Any personal property such as jewellery, cash, credit cards, clothes, cars, motorbikes or bicycles etc. left on the CNHC premises is done so entirely at your own risk. You are strongly advised not to leave any valuables unattended, either on our premises or in your own vehicle. The CNHC does not accept liability for loss or damage to any personal property whatsoever.

5.4 Telephones & Correspondence

CNHC telephone / mobile phone or postal facilities must not be used for private purposes without prior permission from the Chief Executive. If, for any reason, personal use is made of these items then arrangements must be made to pay the cost price of services used. Abuse of these facilities will be considered a potential disciplinary matter.

The CNHC may monitor the use of its telephones through random checks on the telephone numbers dialled by employees. Monitoring is in the organisation's legitimate interests and is to deter/detect unauthorised use. The results of the monitoring will be maintained in strict confidence.

The use of personal mobile telephones for personal calls should be kept to an absolute minimum during working hours and should be contained to emergencies.

5.5 Training

The success of the CNHC depends on our skills as individuals and our collective skills and knowledge and our ability to respond and adapt to change. We want to create a culture where learning is actively encouraged and enthusiastically welcomed by all.

We are committed to ensuring that all our people have access to learning, development and training opportunities which enable them to carry out their role within the organisation and to develop their talents in order to support the CNHC to meet its strategic objectives.

To ensure our high standards are maintained it is a requirement that you attend and actively participate in training and learning activities organised by the CNHC.

Our appraisal process will enable you to gain a full understanding of how you are performing, to identify opportunities and actions for developing your role and your future career.

5.5.1 Learning and Development Opportunities

Options for learning & development may include:

- On the job learning including learning from other members of staff via job shadowing, mentoring, in house skill sharing, staff away days etc.
- Visits to other organisations
- In house presentations at team meetings
- Attending internal or external training days and workshops
- Attending conferences and forums
- An external course of study
- Web based e-learning
- Self-directed study – such as books, manuals, online information

Ongoing discussions with your manager will help you decide which option would be most appropriate for you.

5.5.2 Further education/qualifications

The purpose of training and development is to ensure our people are equipped with the skills, knowledge and attitudes necessary to meet their job requirements, the needs of our registrants and the CNHC's objectives.

We recognise that development is a continuing process for everyone and at every level of the CNHC and as such, we will support requests for further and professional education in pursuit of qualifications where a clear link can be made to meet the requirements and objectives of your role.

Approval for time off and or funding are made at the absolute discretion of the CNHC. The existence of this policy should not set any expectation that such applications will be supported.

Support for long-term professional study is subject to the availability of funding and satisfaction of eligibility criteria including length of service and satisfactory performance reviews. Support for such requests may be staggered and different people may be offered different levels of support that may include any combination of time off, course and examination fees, books and materials.

Training Agreements regarding repayment of fees will be routinely applied. Employees who fail to complete the course and, or resign within a specified time after completing the course will be required to repay all or a proportion of the funding and or expenses provided.

Employees are required to regularly and routinely update the CNHC with information about their progress on the course. In cases where employees make unsatisfactory progress and, or fail exams the CNHC reserves the right to terminate any agreement or arrangements for support and or funding.

6 Remuneration and Benefits

6.1 Salary Arrangements

Your salary will be paid monthly in arrears, currently on or about the 18th of each month by direct credit transfer to your designated bank account.

Your basic pay is outlined in your contract of employment. Any subsequent amendments to your basic pay will be notified to you in writing by the CNHC.

Part-time employees will be paid on a pro rata basis based on the hours they work. In all other aspects, their salaries will be paid in accordance with the pay arrangements for full-time employees of the CNHC.

If any queries arise with regard to pay, or if it looks as if a mistake has been made, speak to the Chief Executive immediately so that they can take appropriate action. Unless agreed otherwise, any pay errors, whether they are an over or underpayment, will be corrected in the next salary payment.

If there are any changes in your personal circumstances which will affect your tax status, you should notify the Inland Revenue, who will automatically inform the CNHC payroll provider of any changes to your tax code.

6.2 Payroll

The CNHC processes personal data as part of the payroll process in accordance with its data protection policy. The CNHC has in place arrangements with its payroll provider to ensure that it has measures to process employees' personal data safely and securely. In particular, data collected during the payroll process is held securely and accessed by, and disclosed to, individuals only for the purpose of paying you in accordance with your employment contract.

Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the CNHC's data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the CNHC's disciplinary procedure.

6.3 Deductions

Statutory deductions (e.g. Tax/National Insurance) are made automatically from salary. The Company has a legal obligation to deduct any money related to an Attachment of Earnings Order that is received.

The Company is also entitled to deduct from your salary, or other payments due to you, any money that you may owe to the Company at any time, for example, overpayment of salary or holiday pay where you have taken more holiday than your accrued entitlement etc.

Any other deductions require your written authorisation and will be shown on your payslip.

6.4 Salary Reviews

Salaries are normally reviewed annually in January to take account of cost of living movements.

Any individual salary reviews will be at the absolute discretion of the Board of the CNHC. Any such review does not automatically imply an increase.

Reviews may take place at other times of the year to reflect a change in circumstances. Any resulting changes to pay will be notified to you in writing.

6.5 Pension

Your financial security is important to us and subject to the scheme regulations, all employees (under the age of 74) are eligible to join the CNHC's Pension Scheme with the National Employment Savings Trust as soon as they start employment with us. The CNHC currently contributes the equivalent of 8% of your salary to the scheme, or to a personal pension scheme of your choice.

The Company processes personal data for the purposes of the pension scheme in accordance with its Data Protection Policy. The Company has in place arrangements with its payroll and pension providers to ensure that they have measures to process employees' personal data safely and securely. In particular, data collected for pension purposes is held securely and accessed by, and disclosed to, individuals only for the purpose of your participation in the pension scheme. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the Company's Data Protection Policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the Company's Disciplinary procedure.

6.6 Season Ticket Loans

Loans are available to all employees on a permanent contract and to those with 12 months left on a fixed term contract.

Loans are provided as an advance against your salary and as such are interest free and not subject to any deductions for tax.

6.7 Expenses Policy

This policy sets out the CNHC rules on how employees can claim for expenses incurred in the performance of their duties.

The purpose of this policy is to ensure that employees are aware of what is allowable before incurring any expense, reimbursed for expenses that are wholly and exclusively incurred in the course of undertaking work for the CNHC and that those expenses are treated appropriately for tax purposes.

As an organisation with limited resources all incurred expenses should represent value for money.

It is the responsibility of all employees to familiarise themselves with this policy. If you are unclear as to what is an allowable expense, written clarification and approval must be obtained before incurring the expense and attached to the relevant claim.

6.7.1 Travel

Employees should always consider whether or not travel is necessary for meetings or events, or if there are more appropriate alternatives such as teleconferencing or videoconferencing.

Employees are expected to use the most efficient form of travel at all times, taking into account cost, benefit and personal safety. Public transport must be used where reasonable and car journeys limited to getting to the rail or coach station.

In all cases, travel expenses recovered should be based on the shorter of:

- The distance to/from the location to the employee's home
- The distance to/from the location to the employee's primary place of employment

Travel between home and the office, or other primary place of work, and any other private travel may not be recovered through expenses.

1. Car travel – employees should not normally need to use their own car on CNHC business. However, where this is authorised, the following will apply:
 - Advance authorisation must be received if you are using your car for journeys in excess of 25 miles or monthly travel over 100 miles.
 - The standard expense rate for all car journeys is governed by the current HMRC recommended rates.
 - The total mileage claimed should not exceed the cost of comparable standard class rail travel.
 - Use of your own car is subject to your holding a full UK license; proof that your car is roadworthy and appropriately insured for business use. The CNHC accepts no responsibility or liability for accident, loss or damage arising from any journey made in your own vehicle.
2. Taxis may only be used in limited circumstances and only with prior approval
 - where there is no reasonable public alternative
 - where several employees are travelling together
 - where personal security and or safety is a concern
3. Rail and air travel:
 - must be at standard / economy class fare
 - First Class travel is not permitted under this policy
 - Tickets should be purchased as soon as attendance at the event is confirmed in order to obtain the best fare and using any special rates available (saver, supersaver, apex).
 - Reimbursement for journeys using an Oyster card can only be made on production of an itemised receipt.

Other reasonable expenses incurred in the course of travel (including car parking, bridge/tunnel tolls) may be claimed if substantiated by a relevant receipt.

6.7.2 Accommodation and Subsistence

Employee expense claims may be submitted for overnight stays when working away from home and it is deemed impractical to return home. Such overnight stays must be pre-authorised by the Chief Executive.

All hotel reservations should be made in advance of the requirement for accommodation and the best value option should be sought on all occasions.

6.7.2.1 Accommodation

You may book hotel accommodation, at room only rates of up to the current agreed maximum for Greater London and elsewhere per night. The current allowance for overnight stays (inclusive of breakfast and dinner) are:

- London - £150 per night
- Other - £95 per night

It is your responsibility to ensure that any hotel reservations are cancelled within the required cancellation period if they are no longer required. Expenses incurred by your failure to cancel will not normally be reimbursed.

6.7.2.2 Subsistence

Subsistence allowances are payable for expenses occurred on days when you are out on CNHC business and where meals are not provided by CNHC:

- For days between 5 and 10 hours - £7.50 (lunch);
- For days over 10 hours - £15 (for evening meal)
- Receipts and invoices must be supplied for all hotel and meal expenses

6.7.3 Telecommunications

With the prior agreement of the Chief Executive, employees may submit expense claims in relation to the direct costs associated with telephone calls undertaken in the course of CNHC business. The relevant monthly bill must accompany such expenses claims.

The fixed costs associated with monthly line rental are not permissible expenses that can be claimed through the CNHC.

Other data charges and costs associated with data transfer are not permissible expenses that can be claimed through the CNHC.

6.7.4 Other Expenses

No expenses other than those detailed in this policy will be reimbursed unless with proof of prior written authorisation by the Chief Executive and accompanied with a relevant receipt.

6.7.5 Submission of Expense Claims

Expenses must be submitted monthly and are reimbursed monthly. All expenses must be properly authorised by the Chief Executive (or the Chair in the absence of the Chief Executive).

Expenses will not be paid unless supporting evidence is provided, together with a completed expenses claim form. This must include original receipts or invoices with the date and time of the transaction.

6.7.6 False claims

Any abuse of the CNHC's expenses policy will be addressed according to the disciplinary policy and may lead to disciplinary action which may result in summary dismissal.

6.7.7 Credit cards

Any senior staff in possession of company credit cards must follow the procedure set out below, as failure to do so may lead to the card being withdrawn:

- statements are issued to staff on a monthly basis
- staff must return these statements within three working days, accompanied by valid receipts, stating the budget code to which the expenditure relates
- the statement must be signed by the cardholder as acknowledgement that they incurred the expenditure and signed by the cardholder's line manager
- credit cards must not be used for personal expenditure.

7 Health and Safety Policy

The purpose of health and safety law is to ensure a safe working environment for employees. In the UK, this requires employers to meet health and safety obligations, predominantly covered by the Health and Safety at Work Act 1974 (HSWA).

We understand that the management of health and safety in the workplace contributes to the overall performance of the business and the wellbeing of staff. However successful health and safety management is dependent on the active commitment and participation of every employee.

The CNHC ensures compliance with all relevant health and safety legislation and will strive to achieve the highest standards of health, safety and welfare consistent with their responsibilities under the HSWA. This includes our duty of care, managing and monitoring all accidents and incidents and protecting our employees, contractors, consultants and visitors.

7.1 Our Commitment

The CNHC will provide and maintain a healthy and safe working environment with the objective of minimising the number of instances of occupational accidents and illnesses. We shall pay particular attention to:

- Maintaining the workplace in a safe condition and providing adequate facilities and arrangements for welfare at work.
- Providing a safe means of access to and egress from the workplace.
- The provision and maintenance of equipment and systems of work that are safe.
Arrangements for ensuring health and safety in connection with the use, handling, storage and transport of articles and substances.
- The provision of such information, instructions, training and supervision as is necessary to ensure the health and safety at work of our employees and other persons.

The CNHC also recognises its duty to protect the health and safety of all visitors, including contractors and temporary workers, as well as any members of the public who might be affected by our work operations.

7.2 Responsibility

The CNHC Board has overall responsibility for health and safety. CNHC's Chief Executive & Registrar is the *responsible person* and has responsibility for ensuring that the provider of the serviced offices oversees, implements and monitors health and safety procedures. The *responsible person* ensures that any accidents in the workplace are entered in the Accident Report Book.

The ultimate responsibility for this policy lays with the CNHC. However we expect every employee to give their full cooperation to this policy, and to take reasonable care for their own safety and that of others involved in or affected by our activities.

7.3 Responsibilities of Employees

Under the HSWA all employees have general health and safety responsibilities. All employees are obliged to take care of their own health and safety whilst at work along with that of others who may be affected by their actions. All employees have a responsibility to:

- Take reasonable care for the health and safety of themselves and others in undertaking their work.
- Comply with the CNHC's health and safety policy and procedures at all times.

- Report all accidents and incidents in line with the reporting procedure.
- Co-operate with management on all matters relating to health and safety.
- Not intentionally interfere with or misuse any equipment or fittings provided in the interests of health safety and welfare.
- Report all defects in condition of premises or equipment and raise any health and safety concerns immediately to the Chief Executive.
- Ensure that they only use equipment or machinery that they are competent to use or have been trained to use.

To ensure your own health and safety at work you should:

- Take regular breaks from working at your computer - a few minutes at least once an hour.
- Alternate work tasks to avoid strain.
- Regular stretching to relax your body.
- Use comfort equipment such as footrests, wrist/palm rests and document holders if required.
- Keep the mouse and keyboard at the same level.
- Avoid gripping your mouse too tightly – it is always recommended to hold the mouse lightly and click gently.
- Familiarise yourself with keyboard shortcuts for applications you regularly use like Ctrl+S to save and Ctrl+P to print (to avoid overusing the mouse).

7.4 Reporting accidents at work

All injuries, however small, sustained by a person at work must be reported to their line manager or the *responsible person* and recorded in the accident book. Accident records are crucial to the effective monitoring of health and safety procedures and must, therefore, be accurate and comprehensive. All accidents will be investigated and a report prepared, with any necessary action being taken to prevent a recurrence of the problem.

7.5 Alcohol and Illegal Substances

Misuse of alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making, and increased health and safety risks for you and other people. Irresponsible behaviour or the commission of offences resulting from the misuse of alcohol or drugs may damage our reputation and, as a result, our business.

Even a small amount of alcohol can affect work performance and, if an employee is found under the influence of alcohol whilst at work, there could be serious health and safety consequences. The same applies to being under the influence of drugs. Incapacity or misconduct caused by an excess of alcohol or drugs at work is a potential gross misconduct offence under the CNHC's disciplinary procedure and you are therefore liable to be summarily dismissed. This also applies to any employee believed to be buying or selling drugs or in possession of or taking drugs on our premises.

There may be some occasions where alcohol is available to employees during a hospitality event. During such occasions individuals are expected to act responsibly and consumption of alcohol must be, at most, minimal.

Employees representing the CNHC at events or conferences or attending CNHC-organised social events outside normal working hours are expected to be moderate if drinking alcohol and to take specific action to ensure they are well within the legal limits if they are driving. The taking of drugs is strictly prohibited.

The consumption of non-prescribed drugs or illegal substances within the workplace is not permitted. You are expected to be fit for work and any lack of ability to perform as a result of substance abuse may result in the disciplinary procedure being invoked.

Any employee found to have any illegal drugs in their possession would be suspended, pending a disciplinary hearing.

If you believe that you have an alcohol or drug-related problem, you should seek specialist advice and support as soon as possible.

Employees should be aware that anyone under the influence of controlled drugs or alcohol is a risk to everyone around them and should be alert to possible signs of drug or alcohol abuse. Employees should report any concerns they may have about a colleague displaying any symptoms to the Chief Executive or HR, but should not under any circumstances discuss their concerns with the person displaying the symptoms or with any other colleagues.

Alcohol and drug-related problems may develop for a variety of reasons and over a considerable period of time. We are committed, in so far as possible, to treating these problems in a similar way to other health issues. We will provide support where possible with a view to a return to full duties.

7.6 Fitness for Work

If you arrive for work and, in our opinion you are not fit to work due to alcohol or drug misuse, the CNHC reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to other employees or visitors. You will be sent home for the remainder of the day without pay and may be liable to disciplinary action.

7.7 Fire Evacuation and other emergency arrangements

Fire is a significant risk within the workplace. All employees have a duty to comply with the Fire Action Plan for the building. They must also conduct their operations in such a way as to minimise the risk of fire and are under a duty to report immediately any fire, smoke or potential fire hazards, such as a faulty electrical cable or loose connections.

The fire alarm is tested weekly.

7.7.1 Fire Instructions

Ensure that you are familiar with and follow the Fire Action Plan for the building. Ensure you are familiar with the fire exits to the front and rear of the building on each floor. Please note that the fire exits are at the front and back of the office, on either side of the lift doors.

In case of a fire, use the appropriate fire extinguishers if you can do so without risk. Be careful to use the correct extinguisher (foam for paper, wood, and textiles or CO₂ for live electrical equipment and flammable gases/liquids) which are located next to the fire exits.

If you cannot control the fire, start the fire alarm. If you hear the fire alarm, leave the building immediately by the nearest stairs. Do not use the lifts, and do not pause on your way out to pick up any belongings.

Our Fire Marshals are listed on the office door.

Our Fire Marshal(s) will ensure that all CNHC staff have left the building and will notify the Building Fire Marshals who carry out a roll call at the assembly point. It is imperative for your own and others' safety that you follow the instructions of the CNHC and Building Fire Marshals at all times.

7.8 Smoking

Please note that smoking is not allowed anywhere in the building.

7.9 Electrical equipment

Employees should never attempt to repair or interfere with electrical equipment or wiring themselves, although you must ensure that trailing cables are tidied safely. Electrical equipment in the office will be tested on a regular basis by competent persons.

7.10 First Aid and Medication

THE FIRST AID BOX IS LOCATED ON TOP OF THE SMALL CUPBOARD AT THE REAR OF THE OFFICE.

First Aiders are responsible for regularly checking that the contents of the first aid box is complete and replenished as necessary. A check should be made at least quarterly.

The name of the current First aider is posted on the office door.

The Chief Executive will ensure that First Aiders have a current certificate and that new persons are trained should first aiders leave.

Where there is any doubt about the appropriate course of action, the First Aider will consult with the Health Service helpline (NHS 111).

No member of staff should administer any medicines.

7.11 Lifting and Handling

Staff should ensure they are not lifting heavy items and equipment unless they have received training in order to do so safely.

7.12 Display Screen Equipment (DSE)

All staff who habitually use computers as a significant part of their normal work (significant is taken to be continuous / near continuous spells of an hour at a time) should have a DSE assessment carried out. New starters complete a self-assessment, which may lead to a full workstation assessment.

7.13 Eye tests

All employees who regularly use 'display screen equipment' (e.g. computers) are entitled to an eye and eyesight test, paid for by the CNHC. Approval must be obtained from the Chief Executive if the cost of the test exceeds £20.

In situations where an employee is advised by a competent person (e.g. Optometrist) to use 'special corrective appliances' (spectacles/glasses appropriate for work being done where normal corrective appliances (e.g. the user's normal spectacles for reading, driving etc.) cannot be used), and where the result of the eye test shows correction to be necessary, the cost of such appliances will be reimbursed. In that circumstance, quotes for the cost of standard 'special corrective appliances' (not including designer frames) should be obtained and passed to the Chief Executive for prior approval. The Chief Executive may use discretion to agree to reimburse the quoted standard amount as a contribution where employees wish to purchase designer frames.

7.14 Personal Safety/Lone Working Policy

The CNHC believes that staff should not be expected to put themselves in danger and will not tolerate violent / threatening behaviour to its staff.

From time to time, CNHC employees may need to work alone for short or extended periods of time either onsite or outside of the office. Where lone working is necessary, the Company will take all reasonable steps to ensure the health, safety and welfare of employees working alone.

Lone working in the office may be necessary from time to time, such as during quarterly Board meetings, other meetings, extended work hours, when colleagues are at external events, lunch times or holiday periods. Managers should ensure that:

- employees are aware of the building's emergency procedures and how to contact their manager in case of an emergency;
- employees know where first aid equipment is located;
- employees must carry their building access card with them at all times;
- employees are aware of how to lock the office door via the keypad when working alone for extended periods of time. The keypad code will be changed annually or whenever a member of staff leaves the organisation.

Lone working outside of the office is relatively rare, but can include setting up at exhibitions, attending external meetings or visiting external suppliers. All these can be safe provided employees take the following basic precautionary measures:

- confirm you are capable and willing to undertake the expected work on your own;
- ensure that another member of staff, preferably your manager is aware you will be working alone and knows where you are, what you will be doing and what time you expect to finish;
- make sure you have some means of communication in the event of an emergency, such as a mobile phone;
- know where your nearest emergency exit is and the Company's emergency evacuation procedures;
- take all reasonable steps to ensure your own safety;
- inform your manager as soon as possible of any incidents or safety concerns and complete an incident form.

7.15 Communication of Information

- The Health and Safety Law poster is displayed in the office.
- The Chief Executive will monitor accident reports for trends and report to the Board as necessary.
- The Chief Executive will investigate accidents and take remedial steps to avoid similar instances recurring. Faulty equipment, fittings etc, must be reported and attended to as soon as possible.
- Each member of staff is responsible for drawing to the Chief Executive's attention their own personal needs for training and for not undertaking duties unless they are confident that they have the necessary competence.
- Personal items of equipment (electrical or mechanical) should not be brought into the office without prior authorisation.
- For serious safety breaches you can contact the Chief Executive.

8 Policy Statements

8.1 Data Protection Policy

This is a statement of the data protection policy adopted by the Complementary and Natural Healthcare Council (CNHC). To perform its function, the CNHC needs to collect and use certain types of information about complementary and natural healthcare practitioners who register or apply to register with the CNHC.

The CNHC regards the lawful and correct treatment of personal information as important to the achievement of our objectives. We therefore strive to ensure that our organisation treats personal information lawfully and correctly.

8.1.1 Data Protection Principles

The CNHC endorses and is committed to adhering to the eight data protection principles set out in the Data Protection Act 1998.

The eight Principles require that personal information is:

- Fairly and lawfully processed
- Processed for limited purposes
- Adequate, relevant and not excessive
- Accurate, and kept up-to-date
- Not kept longer than necessary
- Processed in accordance with the data subject's rights
- Secure
- Not transferred to countries outside the European Economic Area without adequate protection being provided to the personal data on individual subjects

8.1.2 How we define personal data

'Personal data' means information which relates to a living person who can be identified from that data (a 'data subject') on its own, or when taken together with other information which is likely to come into our possession. It includes any expression of opinion about the person and an indication of the intentions of us or others, in respect of that person. It does not include anonymised data.

This policy applies to all personal data whether it is stored electronically, on paper or on other materials.

This personal data might be provided to us by you, or someone else (such as a former employer, your doctor, or a credit reference agency), or it could be created by us. It could be provided or created during the recruitment process or during the course of the contract of employment (or services) or after its termination. It could be created by your manager or other colleagues.

We will collect and use the following types of personal data about you:

- recruitment information such as your CV, references, qualifications and membership of any professional bodies and details of any pre-employment assessments;
- your contact details and date of birth;
- the contact details for your emergency contacts;
- your sex;
- your marital status and family details;
- information about your contract of employment (or services) including start and end dates of employment, role and location, working hours, notice periods, details of promotion,

salary (including details of previous remuneration), bonus, pension, benefits and holiday entitlement;

- your bank details and information in relation to your tax status including your national insurance number;
- your identification documents including passport or driving licence and information in relation to your immigration status and right to work for us;
- information relating to disciplinary or grievance investigations and proceedings involving you (whether or not you were the main subject of those proceedings);
- information relating to your performance and behaviour at work;
- training records;
- electronic information in relation to your use of IT systems/telephone systems;
- your images (whether captured on CCTV, by photograph or video); and
- any other category of personal data which we may notify you of from time to time.

8.1.3 How we define special categories of personal data

'Special categories of personal data' are types of personal data consisting of information as to:

- your biometric data;
- your health; and
- your sexual orientation.

We may hold and use any of these special categories of your personal data in accordance with the law.

8.1.4 How we define processing

'Processing' means any operation which is performed on personal data such as:

- collection, recording, organisation, structuring or storage;
- adaption or alteration;
- retrieval, consultation or use;
- disclosure by transmission, dissemination or otherwise making available;
- alignment or combination; and
- restriction, destruction or erasure.

This includes processing personal data which forms part of a filing system and any automated processing.

8.1.5 How will we process your personal data?

The CNHC will process your personal data (including special categories of personal data) in accordance with our legal obligations.

We will use your personal data for:

- performing the contract of employment (or services) between us;
- complying with any legal obligation; or
- if it is necessary for our legitimate interests (or for the legitimate interests of someone else). However, we can only do this if your interests and rights do not override ours (or theirs). You have the right to challenge our legitimate interests and request that we stop this processing. See details of your rights in 7.1.12 below.

We can process your personal data for these purposes without your knowledge or consent. We will not use your personal data for an unrelated purpose without telling you about it and the legal basis that we intend to rely on for processing it.

If you choose not to provide us with certain personal data you should be aware that we may not be able to carry out certain parts of the contract between us. For example, if you do not provide us with your bank account details we may not be able to pay you. It might also stop us from complying with certain legal obligations and duties that we have, such as to pay the right amount of tax to HMRC or to make reasonable adjustments in relation to any disability you may suffer from.

8.1.6 Examples of when we might process your personal data

We have to process your personal data in various situations during your recruitment, employment (or engagement) and even following termination of your employment (or engagement), for example:

- to decide whether to employ (or engage) you;
- to decide how much to pay you, and the other terms of your contract with us;
- to check that you have the legal right to work for us;
- to carry out the contract between us including, where relevant, its termination;
- training you and reviewing your performance;
- to decide whether to promote you;
- to decide whether and how to manage your performance, absence or conduct;
- to carry out a disciplinary or grievance investigation or procedure in relation to you or someone else;
- to determine whether we need to make reasonable adjustments to your workplace or role because of your disability;
- to monitor and protect the security (including network security) of the CNHC, of you, our other staff, our registrants and others;
- to monitor and protect your health and safety of you, that of our other staff, our registrants and third parties;
- to pay you and provide pension and other benefits in accordance with the contract between us;
- to pay tax and national insurance;
- to provide a reference upon request from another employer;
- to monitor compliance by you, us and others with our policies and our contractual obligations;
- to comply with employment law, immigration law, health and safety law, tax law and other laws that affect us;
- to answer questions from insurers in respect of any insurance policies which relate to you;
- to run our business and plan for the future;
- for the prevention and detection of fraud or other criminal offences;
- to defend the CNHC in respect of any investigation or litigation and to comply with any court or tribunal orders for disclosure;
- to make any relocation or transfer decisions; and
- for any other reason which we may notify you of from time to time.

We will only process special categories of your personal data in certain situations in accordance with the law. For example, we can do so if we have your explicit consent. If we asked for your

consent to process a special category of personal data then we would explain the reasons for our request. You do not need to consent and can withdraw consent later if you choose by contacting the Chief Executive.

We do not need your consent to process special categories of your personal data when we are processing it for the following purposes, which we may do:

- where it is necessary for carrying out rights and obligations under employment law;
- where it is necessary to protect your vital interests or those of another person where you/they are physically or legally incapable of giving consent;
- where you have made the data public;
- where processing is necessary for the establishment, exercise or defence of legal claims; and
- where processing is necessary for the purposes of occupational medicine or for the assessment of your working capacity.

Where appropriate, we will collect data about criminal convictions as part of the recruitment process or we may be notified of such data directly by you in the course of you working for us. We are allowed to use your personal data in this way to pursue our legitimate interests.

We might process special categories of your personal data in relation to:

- your leaves of absence including sickness absence and family related leave, to comply with our legal obligations under employment law; and
- health and medical conditions to monitor your absence, assess your fitness for work, to pay you benefits, including to make reasonable adjustments and to look after your health and safety.

We do not envisage that any decisions will be taken about you using automated means, however we will notify you in writing if this position changes.

8.1.7 Sharing your personal data

Sometimes we might share your personal data with our contractors and agents to carry out our obligations under our contract with you or for our legitimate interests.

We require those companies to keep your personal data confidential and secure and to protect it in accordance with the law and our policies. They are only permitted to process your data for the lawful purpose for which it has been shared and in accordance with our instructions.

The activities undertaken or services provided by our contractors/agents include payroll, audits, pensions, insurance, legal and specialist HR advice.

8.1.8 How should you process personal data for the CNHC?

Everyone who works for, or on behalf of, the CNHC has some responsibility for ensuring data is collected, stored and handled appropriately, in line with this policy.

The Company's Data Protection Officer is responsible for reviewing this policy and updating the Board on the CNHC's data protection responsibilities and any risks in relation to the processing of data. You should direct any questions in relation to this policy or data protection to the Chief Executive.

You should only access personal data covered by this policy if you need it for the work you do for, or on behalf of the CNHC and only if you are authorised to do so. You should only use the data for the specified lawful purpose for which it was obtained.

8.1.9 Data Security

Any use of personal data belonging to others, including registrants, please refer to the following:

- do not share personal data informally
- keep personal data secure and not share it with unauthorised people
- regularly review and update personal data which you have to deal with for work. This includes telling us if your own contact details change
- do not make unnecessary copies of personal data and dispose of any copies securely
- use strong passwords and do not share passwords
- lock your computer screens when not at your desk
- consider anonymising data or using separate keys/codes so that the data subject cannot be identified
- lock drawers and filing cabinets and do not leave paper with personal data lying about
- dispose of personal data securely when you have finished with it.

You should ask for help from the Chief Executive if you are unsure about data protection or if you notice any areas of data protection or security we can improve upon.

Any deliberate or negligent breach of this policy may result in disciplinary action being taken against you in accordance with our disciplinary procedure.

It is a criminal offence to conceal or destroy personal data which is part of a subject access request (see below). This conduct would also amount to gross misconduct under our disciplinary procedure, which could result in your dismissal.

8.1.10 How to deal with data breaches

We have robust measures in place to minimise and prevent data breaches from taking place. Should a breach of personal data occur (whether in respect of you or someone else) then we must take notes and keep evidence of that breach. If the breach is likely to result in a risk to the rights and freedoms of individuals then we must also notify the Information Commissioner's Office within 72 hours.

If you are aware of a data breach you must contact the Chief Executive immediately and keep any evidence you have in relation to the breach.

8.1.11 Subject access requests

Data subjects can make a 'subject access request' ('SAR') to find out the information we hold about them. This request must be made in writing. If you receive such a request you should forward it immediately to the Chief Executive, who will coordinate a response.

If you would like to make a SAR in relation to your own personal data you should make this in writing to the Chief Executive. We must respond within one month unless the request is complex or numerous in which case the period in which we must respond can be extended by a further two months.

There is no fee for making a SAR. However, if your request is manifestly unfounded or excessive we may charge a reasonable administrative fee or refuse to respond to your request.

8.1.12 Your data subject rights

You have the right to information about what personal data we process, how and on what basis as set out in this policy.

You have the right to access your own personal data by way of a subject access request (see above).

You can correct any inaccuracies in your personal data. To do this you should contact the Chief Executive.

You have the right to request that we erase your personal data where we were not entitled under the law to process it or it is no longer necessary to process it for the purpose it was collected. To do so you should contact the Chief Executive.

While you are requesting that your personal data is corrected or erased or are contesting the lawfulness of our processing, you can apply for its use to be restricted while the application is made. To do so you should contact the Chief Executive.

You have the right to object to data processing where we are relying on a legitimate interest to do so and you think that your rights and interests outweigh our own and you wish us to stop.

You have the right to object if we process your personal data for the purposes of direct marketing.

You have the right to receive a copy of your personal data and to transfer your personal data to another data controller. We will not charge for this and will in most cases aim to do this within one month.

With some exceptions, you have the right not to be subjected to automated decision-making.

You have the right to be notified of a data security breach concerning your personal data.

In most situations we will not rely on your consent as a lawful ground to process your data. If we do however request your consent to the processing of your personal data for a specific purpose, you have the right not to consent or to withdraw your consent later. To withdraw your consent, you should contact the Chief Executive.

If you have a complaint about the way in which your data has been processed, you should talk to the Chief Executive in the first instance. You have the right to complain to the Information Commissioner. You can do this by contacting the Information Commissioner's Office directly. Full contact details, including a helpline number, can be found on the Information Commissioner's Office website (www.ico.org.uk). This website has further information on your rights and our obligations.

8.2 IT and Internet Policy

This policy statement provides specific instructions on employees' use of electronic mail (e-mail), and other electronic forms of communication.

8.2.1 Email

Employees' CNHC email addresses are intended for work use only and employees are not permitted to use their CNHC email for personal use.

Employees are not permitted to use their personal email address for CNHC related emails.

In relation to periods of leave or absence 'Out of Office' messages should be used where necessary to inform correspondents of alternate contacts for the relevant period. Out of Office messages should include when the employee will return to work and an alternative contact e.g. mobile telephone, colleague's email etc.

The organisation may check an employee's email

- If the employee is absent for any reason and communications must be checked for the smooth running of the business to continue

- as part of an investigation (for example, whistleblowing, disciplinary, grievance or misuse of email)
- during the course of problem resolution.

Information obtained through monitoring will not be disclosed to third parties (unless the organisation is under a duty to report matters to a regulatory authority or to a law enforcement agency).

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When monitoring emails, the organisation will, save in exceptional circumstances, confine itself to looking at the address and subject heading of the emails. Employees should mark any personal emails as such and encourage those who send them to do the same. Where possible, the organisation will avoid opening emails clearly marked as private or personal.

8.2.2 Passwords and privacy

Individual passwords for CNHC emails and social media should not be shared or revealed to anyone outside the organisation. To prevent unauthorised parties from obtaining access to electronic communications, users must choose passwords that are difficult to decipher (not a dictionary word, not a personal detail, and not a reflection of work activities).

The CNHC cannot guarantee that electronic communications will be private. Employees should be aware that electronic communications could, depending on the technology, be forwarded, intercepted, printed, and stored by others. Furthermore, others can access electronic communications in accordance with this policy.

All electronic communications may be monitored and the usage of electronic communications systems will be monitored to support operational, maintenance, auditing, security, and investigative activities. Employees should structure their electronic communications in recognition of the fact that the CNHC may from time to time examine the content of electronic communications.

It may be necessary for IT staff or the Chief Executive to review the content of an individual employee's communications during the course of problem resolution. Information obtained through monitoring will not be disclosed to third parties (unless the organisation is under a duty to report matters to a regulatory authority or to a law enforcement agency).

8.2.3 Retention of email

Messages no longer needed for business purposes must be periodically purged by employees from their personal electronic message storage areas in line with the CNHC's data retention schedule.

8.2.4 Prohibited material

The CNHC places restrictions on website material that can be viewed or copied. The restrictions apply to the use of the CNHC internet and laptops. Any offensive material, including material containing racist terminology, images of nudity or of a sexual nature, are strictly forbidden.

8.2.5 Breach of this policy

Breach of this policy may result in disciplinary action up to and including dismissal.

You may be required to delete any email communications that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

8.3 Social media policy

CNHC's social media company policy provides a framework for using social media. "Social media" refers to a variety of online communities like blogs, social networks, chat rooms and forums or groups. This policy applies to all instances of social media use, whether employees are handling one of CNHC's corporate accounts or one of their own. CNHC currently has corporate accounts with Facebook, Twitter, LinkedIn and YouTube. CNHC also manages and monitors a Secret Facebook Group for Local Champions.

CNHC requires all employees to comply with this policy, and it also extends to the CNHC Board of Directors, the Professional Committee and CNHC Profession Specific Board (PSB) members.

8.3.1 Representing CNHC on social media

Some employees represent CNHC by handling corporate social media accounts. We require them to act carefully and responsibly to protect CNHC's image and reputation. CNHC's corporate social media accounts are monitored by CNHC staff on a regular basis. Employees are required to comply with CNHC's Privacy Notice and Data Protection Policy and observe laws on copyright, trademarks, plagiarism and fair use when representing CNHC on social media.

Employees are to contact the Chief Executive should they have any questions on how to respond to a comment, question or post on any of CNHC's social media accounts during working hours. Any queries will be dealt with individually on a case by case basis. Below are guidelines on what is expected when handling CNHC's corporate social media accounts:

- Respond to questions and comments (where appropriate) as quickly as possible during office hours.
- Monitor the tone and content of comments to ensure only appropriate comments are made visible on CNHC's corporate accounts, where possible.
- Remove and/or report any posts or comments that could be interpreted as being abusive, derogatory, discriminatory, illegal, offensive, violent, libellous, cruel or sexual. As a guide, we use the Community Standards set by Facebook to determine when a comment/post/profile is to be reported to the appropriate social media network.
- Comments which are challenging but appropriate will be replied to on the CNHC corporate page in the first instance, but where the nature of the comment requires a private reply, the enquirer will be invited to contact the CNHC office directly via email or phone.
- Correct or remove any inaccurate, misleading or false content within 24 hours where possible, during the working week.
- Remove any comments that constitute misleading advertising, spam, could cause harm or widespread offense and report it to the Advertising Standards Authority (ASA). We refer to the ASA's Non-broadcast Code to determine if a comment/post/profile is in breach.
- Remove any comments deemed as seeking personal advantage for themselves and/or their business.
- Only like/follow/connect with other regulatory bodies, professional associations, charities, not-for-profits, healthcare or consumer organisations with relevance to our work. Do not follow individual accounts unless requested or approved by the Chief Executive. Do not engage with organisations or individuals seeking a commercial advantage or gain.

8.3.2 Personal social media accounts

It is accepted and understood that many employees, Board members and members of Profession Specific Boards hold their own social media accounts on different platforms, which may not be used or accessed by CNHC. They are allowed to follow, like and share content posted on CNHC's

corporate accounts. However, we have clear guidelines below to indicate what is not allowed on personal social media accounts:

- Do not indicate that you work at CNHC on any social media platform except LinkedIn.
- Do not make or indicate that you are authorised to make comments on behalf of
- CNHC in any circumstance.
- Do not share intellectual property of CNHC, confidentiality policies and laws apply.
- Avoid any defamatory, offensive or derogatory content directed towards colleagues, clients or CNHC partner organisations.

CNHC's Social Media Policy will be reviewed every two years.

8.4 Business Ethics and Anti-Bribery Policy

It is the policy of the Complementary and Natural Healthcare Council (CNHC) to conduct business in an honest and ethical manner. A zero-tolerance approach is applied to bribery and corruption at every level in the business. This policy provides guidance in accordance with the Bribery Act 2010 ('the Act') but if you are concerned about any business dealing, irrespective of the Act, you should report this immediately to the Chair of the Board (or to the Vice Chair if your concern relates to the Chair).

This policy applies to all individuals working at all levels and grades, including senior managers, officers, Board Members, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, home workers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with CNHC, its subsidiaries or their employees (collectively referred to as **workers** in this policy), whether located in the UK or overseas. It also applies to third parties. In this policy, **third party** means any individual or organisation you come into contact with during the course of your work, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

The CNHC Board will review this policy every five years and consider its suitability, adequacy and effectiveness. Any improvements identified will be made as soon as possible. It does not form part of your contractual terms.

8.4.1 What is Bribery?

A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage. This may include offering potential client tickets to a major sporting event, but only if they agree to do business with CNHC.

Bribes may not be obvious. For instance, if a supplier gives your nephew a job, but makes it clear that in return they expect you to use your influence in the business for their benefit, this would be unlawful. It would also be an offence to arrange to pay an additional amount to a foreign official to speed up an administrative process, such as clearing our goods through customs.

The aim of this policy is not however to prohibit normal and appropriate hospitality being given to or received from third parties. Gifts or hospitality must not however be given or received with the intention of influencing a third party to provide a business or personal advantage. You should ensure:

- The gift or hospitality offered or received complies with local law;
- It is given in the name of CNHC, not in your name;
- It does not include cash or a cash equivalent (such as gift certificates or vouchers);

- It is appropriate. For example, in the UK it is customary for small gifts to be given at Christmas;
- Considering the reason for the gift, it is appropriate in terms of type, value and timing;
- It is given openly, not secretly; and
- It is not offered to or accepted from government officials or representatives, or politicians or political parties, without the prior approval of a Director.
- It is a mandatory requirement for all employees and Board members to declare if they have accepted a gift or hospitality worth more than £25
- The Chief Executive will keep a log of such activity, to be reviewed by the Board each year.

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

- To give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- Accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them or a business advantage will be provided by CNHC in return;
- Accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation of a business advantage;
- Threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
- Engage in any activity that might lead to a breach of this policy.

8.4.2 Your Responsibilities

You must ensure that you read, understand and comply with this policy. The policy is communicated to all new workers as part of their induction process and is communicated, with relevant training, to existing workers. The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for CNHC.

You must notify your Manager or a Director as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage, or indicates to you that a gift or payment is required to secure their business.

CNHC is required to keep financial records which will evidence the business reason for making payments to third parties. You must therefore declare and keep a written record of all hospitality or gifts accepted or offered, and ensure that all expenses claims relating to hospitality, gifts or expenses incurred are submitted in accordance with the expenses policy and specifically record the reason for the expenditure.

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

8.4.3 Red Flags

In the industry sector in which CNHC operates, the following circumstances are considered to be the areas where risks are most likely and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

- You become aware that a third party engages in, or has been accused of engaging in, improper business practices;

- A third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- A third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- You receive an invoice from a third party that appears to be non-standard or customised;
- You are offered an unusually generous gift or offered lavish hospitality by a third party.

8.4.4 Raising Concerns

You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage or if you are offered a bribe by a third party, are asked to make one, or suspect that this may happen in the future. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with the Chair or Vice Chair of the Board.

CNHC encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. CNHC is committed to ensuring no one suffers any detriment or unfavourable treatment as a result of refusing to take part in bribery or corruption, or because they report something in good faith. If you believe you have received any such treatment, you should raise the issue initially with your Manager and if it is not remedied, and you are an employee, you should raise it formally through the grievance procedure.

8.5 Whistleblowing Policy

This policy applies to staff, members of CNHC Board and members of CNHC Profession Specific Boards.

8.5.1 General

- CNHC promotes a culture of transparency and openness and all staff, Board and PSB members are free to raise legitimate concerns.
- CNHC supports such action because where matters of concern can be identified early there is greater scope for resolving and learning from such issues.
- Whistleblowing means raising concerns about wrongdoing by an individual with the organisation or in the organisation as a whole.
- All whistleblowers can ask that their concerns be treated in confidence and CNHC will use its best endeavours to ensure that this is respected
- No individual will suffer any discrimination or victimisation by raising such concerns

8.5.2 What is whistleblowing

If you see or find out about something you think is wrong at CNHC you should report it. You should go first to your line-manager or any other senior person if you are a member of staff or to the Chair or Vice-Chair if you are a member of the Board or a Profession Specific Board (PSB). If you cannot or do not wish to do this for any reason you should follow this whistleblowing policy.

Raising concerns about wrongdoing can be one of the most difficult and challenging things to do in a work environment. Under this policy you may come forward with legitimate concerns without fear of being blamed or suffering any disadvantage for doing so.

8.5.3 What types of concerns can be raised by whistleblowers

The Public Interest Disclosure Act (PIDA) 1998 provides protection for workers who reasonably believe that they are acting in the public interest and where the disclosure falls into one of more of the following categories:

- A criminal offence that has, is being, or is likely to be committed
- Unauthorised or inappropriate disclosure, misuse or loss of confidential, personal and / or sensitive information
- A miscarriage of justice
- Risk or damage to the environment
- A danger to the health and safety of employees or others
- Attempts to suppress or hide information relating to wrongdoing

The concern can be about an incident that happened in the past, is happening now or that you believe is likely in the future.

As long as you hold a reasonable belief that the information is true then you will be covered by the protection set out in this policy regardless of whether you are mistaken or the matter cannot be proved.

Whistleblowing does not cover concerns where there is no public interest element such as a concern about your own employment or related matters. To raise a concern in relation to this, staff should refer to CNHC's grievance procedure and Board and PSB members should refer to the procedure for dealing with concerns about CNHC.

8.5.4 Making your claim anonymously

It is possible for you to raise your claim anonymously if you wish to do so. However, this may mean that it is difficult to investigate fully if you haven't provided us with enough information.

We assure you that we will not tolerate any harassment or victimisation of staff or other whistleblowers and would encourage you to provide us with your name so we can fully investigate the matter.

If you ask for confidentiality we will make every effort to protect your identity unless required to disclose it by law. If it becomes clear that we are unable to resolve the issue without revealing your identity we will discuss this with you, taking into account your views and our wider legal obligations before deciding whether or not to proceed with the investigation.

8.5.5 How to raise a concern internally

You should raise any matter of concern, serious or otherwise with the Chief Executive, the Chair or the Vice Chair. This may be done either orally or in writing.

When raising your concern it is helpful for you to provide an explanation with as much detail as possible including dates and times of incidents, any eye witness details and any supporting documents that you have.

8.5.6 How to raise a concern externally

Where attempts to raise matters internally have been unsuccessful or, exceptionally, you feel you cannot raise your concerns internally, you may consider raising the matter with the relevant regulatory authority. For more advice on this you can contact the charity Public Concern at Work on 020 7404 6609.

8.5.7 What happens next

The person who you raise the concern to will listen to and consider your concern in full, investigate and determine whether any action is needed.

We will try to keep you informed about the actions that we are taking in relation to the concern including how we propose to deal with the matter, whether we need further assistance from you,

any action that is taken and the outcome of the investigation. However, we may not be able to provide you with much detail where we have a duty to keep the confidence of other people.

8.5.8 Support for whistleblowers

Whistleblowing may be very difficult. We will take every step to ensure we protect and support whistleblowers. However, we recognise that people may feel more comfortable seeking external support in this situation.

The independent charity Public Concern at Work on 0207 404 6609 can also provide support. Their lawyers can give you free confidential advice at any stage about how to raise a concern at work. They will also provide advice on the circumstances in which it may be appropriate for you to contact an outside body.

8.6 Equal Opportunities Policy

The CNHC is committed to the principle of equal opportunities in employment, and is opposed to any form of less favourable treatment or financial reward through direct or indirect discrimination, harassment, or victimisation of employees or Board members, agency and contract workers, whether full time, part time, casual, temporary or seasonal; or job applicants (both internal and external) on the grounds of any of the legally protected characteristics of:-

- sex, pregnancy, trans-gender status, sexual orientation, religion or beliefs, marital status, civil partnership status, age, race, colour, nationality, national or ethnic origins or disability; or
- on a perception (whether mistaken or not) that any of the above characteristics apply (except for marital or civil partnership status); or
- through association with someone of a particular protected characteristic; or
- additionally, on the grounds of political opinions (except where of themselves discriminatory); or parental status.

We will strive to ensure employees and workers do not suffer discrimination by third parties such as registrants, suppliers and visitors. Any such instances must be reported to the Chief Executive.

Where increased pay and/or enhanced benefits are offered to employees on the basis of length of service, these are intended to reward loyalty, maintain motivation and reflect higher levels of relevant experience.

Disciplinary action will be taken against any employee who is found to have committed an act of discrimination or bullying. Serious breaches of policy will be taken as gross misconduct.

8.6.1 Dignity At Work

The CNHC is committed to providing a working environment for all staff which respects employees' dignity and which is free from all forms of discrimination, harassment and bullying.

It is the duty of all employees to accept their personal responsibility for adhering to the principles of equal opportunity maintaining racial harmony and good relations at work. The CNHC will actively promote equal opportunities throughout the organisation to ensure that individuals receive treatment that is fair and equitable and consistent with their relevant aptitudes, potential skills and abilities. Employees will be recruited and selected, promoted and trained on the basis of objective criteria. The CNHC recognises that sexual, racial and other forms of harassment affect the dignity of people at work and is committed to ensuring that unacceptable behaviour does not take place.

8.6.2 Monitoring and review arrangements

The CNHC will regularly monitor our policies to ensure that we pursue an effective policy of equal opportunity.

8.6.3 Grievance and disciplinary procedures

The CNHC will ensure that any employee who feels that he or she has been treated unfairly or subjected to direct or indirect unfair discrimination can raise the matter through the appropriate grievance procedure when every effort will be made to secure a satisfactory resolution. The CNHC will ensure that any employee making a complaint of unfair discrimination will be protected from any victimisation in any form and will continue to treat unfair discriminatory conduct by any member of staff as a disciplinary offence.

8.6.4 Discrimination

Discrimination is a form of denial of equal employment opportunity that has the effect of insulting and demeaning the employee who is discriminated against. Discrimination may be:

- Direct – this means treating an individual less favourably than another person because of a protected characteristic.
 - By perception - this is direct discrimination against a person because others think they possess a particular protected characteristic.
 - By association - this is direct discrimination against someone because of their association with another person who possesses a protected characteristic
- Indirect- this occurs when an employer applies a provision, criterion or practice to all employees or job applicants (or to a defined group, e.g. applicants for a specific job) which:
 - puts (or would put) people of a particular age group at a particular disadvantage when compared with others
 - puts, or would put, an individual at that disadvantage
 - cannot be justified as being a proportionate means of achieving a legitimate aim.

8.6.4.1 For people with a disability discrimination may be:

- for a reason arising out of their disability or
- for failing to make reasonable adjustments

The CNHC undertakes not to discriminate in any way as listed above, against men or women on any of the following characteristics, or a perceived belief that one of those characteristics applies or that the employee associates with anyone with such a characteristic, or because of their refusal to discriminate against another person (for example, refuse to join in with discriminatory banter).

Any acts of discrimination, victimisation or bullying by employees will be treated as a disciplinary offence.

8.6.4.2 On grounds of sex

The CNHC will not discriminate against men or women, whether full time or part time, on the grounds of gender, trans-gender status, marital status, civil partnership status, pregnancy and maternity leave.

8.6.4.3 On grounds of pregnancy and maternity leave

The CNHC recognise that less favourable treatment of a woman because of her pregnancy constitutes sex discrimination. Special rules apply in relation to pregnancy in that any special

treatment afforded to a woman in connection with pregnancy or childbirth does not constitute sex discrimination against men.

The CNHC will ensure that any woman will not be treated less favourably as a result of exercising or seeking to exercise her maternity rights during the protected period (that is from the inception of pregnancy until her return to work or the end of her maternity leave).

8.6.4.4 On grounds of gender reassignment

A transsexual person is someone who proposes to, starts or has completed a process to change his or her gender. A person does not need to be under medical supervision to be protected.

8.6.4.5 On grounds of sexual orientation

Discrimination on grounds of sexual orientation applies when a person is treated less favourably on the grounds of their own sexual orientation whether that be towards persons of:

- the same sex
- the opposite sex
- both the same and the opposite sex

An individual will also be treated as having discriminated against on the grounds of sexual orientation, religion or belief or age if they suffer a detriment because of:

- their perceived sexual orientation, religion or belief (even if this is wrong)
- their association with someone of a particular sexual orientation, religion or belief
- their refusal to carry out an instruction to discriminate against another person (for example, refuse to join in with discriminatory banter)

8.6.4.6 On grounds of race, religion or belief

Discrimination on grounds of race, religion or belief applies when a person is treated less favourably on those grounds.

8.6.4.7 On grounds of age

Discrimination can occur in respect of all age groups both young and old. We will ensure that all employees and job applicants are treated equally and afforded the same opportunities irrespective of their age or perceived age (except in respect of those permitted by law).

8.6.4.8 On grounds of disability

A person is defined as disabled if they have a physical or mental impairment which has a substantial and long term adverse effect on their ability to carry out normal day-to-day activities. The definition would include things like using a telephone, reading a book lifting everyday objects or using public transport. The definition does not apply to special work related tasks such as climbing or lifting heavy weights.

A person who has a serious disfigurement, or who is diagnosed with cancer, multiple sclerosis or HIV/AIDS, is automatically classed as disabled as soon as the condition is diagnosed. People who previously had a disability which they no longer have are also protected from discrimination.

Disabled employees are protected from all forms of discrimination (direct, indirect, harassment and victimisation). Additionally, they are protected from discrimination arising from their disability. This occurs when a disabled person is treated less unfavourably because of something connected with their disability and it cannot be shown that it is a proportionate means of achieving a legitimate aim. Special provisions apply with respect to people with a disability and our policy is set out below.

Special provisions apply with respect to people with a disability and our policy is set out below.

8.6.5 Equal opportunities policy: monitoring and review

This policy will be monitored periodically by the organisation to judge its effectiveness and will be updated in accordance with changes in the law.

The CNHC treats personal data collected for reviewing equality of opportunity in recruitment and selection in accordance with its data protection policy. Information about how data is used and the basis for processing is provided in the CNHC's employee privacy notice.

8.7 Harassment, Victimisation and Bullying at Work

The CNHC is committed to promoting a fair and harmonious working environment in which everyone is treated with respect and dignity and in which no individual feels bullied, threatened or intimidated. The aim of this policy is to prevent harassment and bullying in the workplace and includes bullying and harassment by other workers or third parties you encounter while doing your job.

Harassment or bullying at work in any form is unacceptable, is not condoned and will be viewed as gross misconduct which may result in dismissal.

8.7.1 Harassment

Harassment relates to acts of discrimination and is defined as unsolicited and unwelcome workplace behaviour, which has the purpose or effect of adversely affecting the dignity of the recipient, or creates an intimidating, hostile, degrading, humiliating or offensive environment. Each person has the right to decide what behaviour is either acceptable or unacceptable; if an individual finds certain behaviour unacceptable and he or she feels damaged by it, then that individual has every right to say so, and his or her right to do so will be respected.

Where it cannot be established that there was an intention to offend, conduct will be regarded as violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment, if taking all the circumstances into account, particular including the recipient's views, it would be reasonable to come to that conclusion.

The intention of the harasser is irrelevant and unintentional harassment is equally wrong. Conduct becomes harassment if it persists whether or not the recipient has made it clear that he or she regards it as offensive, although a single offensive act can amount to harassment if it is sufficiently serious.

Harassment is normally characterised by more than one incident of unacceptable behaviour, particularly if it recurs once it has been made clear that it is regarded by the victim as offensive. However, just one incident may constitute harassment if it is sufficiently serious.

Employees may complain of behaviour that they find offensive even if it is not directed at them, and the complainant need not possess the relevant characteristic themselves. Employees are also protected from harassment because of perception and association. Any employee who suffers harassment from any external third party such as a registrant, supplier or visitor should report it to the Chief Executive.

Harassment applies to all protected characteristics except for pregnancy and maternity and marriage and civil partnership, but any form of harassment will be considered a potential disciplinary matter.

8.7.2 Victimisation

Victimisation relates to the victimisation of anyone who has made a claim of discrimination or supported someone who has.

Where the behaviour is motivated by gender, sexual orientation, marital or civil partnership status, race, religion or beliefs, colour, national or ethnic origin, nationality or disability or age it also amounts to infringement of our equal employment opportunity.

8.7.3 Bullying

Bullying may be characterised as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means intended or otherwise which undermine, humiliate, denigrate or injure the recipient.

The CNHC is committed to ensuring that no harassment or victimisation at work, whatever the motivation, is overlooked or condoned. Such behaviour can range from extreme forms such as violence or bullying to less obvious actions like practical jokes and ridiculing colleagues or subordinates.

This policy also applies to work-related functions held outside of normal working hours, either on or off the organisation's premises, such as Christmas parties, leaving celebrations, working lunches, etc.

Bullying may be obvious or more subtle. Examples of bullying are:

- shouting or swearing at people in public and private
- spreading malicious rumours, or insulting someone
- copying memos that are critical about someone to others who do not need to know
- ridiculing or demeaning someone – picking on them or setting them up to fail
- exclusion or victimisation
- ignoring or deliberately excluding people
- unfair treatment including dispensing disciplinary action which is totally unjustified
- pranks or jokes which humiliate an individual
- physical or verbal abuse
- displaying anger often over trivial matters or persecuting through threats and instilling fear
- overbearing supervision or other misuse of power or position
- making threats or comments about job security without foundation
- deliberately undermining a competent worker by overloading and constant criticism
- preventing individuals progressing by intentionally blocking promotion or training opportunities
- cyber-bullying by employees of the CNHC, whether by colleagues or managers or by any CNHC registrants or suppliers

This list is illustrative only and should not be treated as exhaustive.

8.7.4 Sexual and sexual orientation harassment at work

There are two forms of sexual harassment:

- sex-based harassment - this occurs a person is subjected to unwanted harassment as defined above. Sex-based harassment is tis unwanted and offensive conduct that occurs for reasons related to the fact that the employee is a woman (or a man, as the case may be).
- sexual harassment – this occurs where someone engages in any form of unwanted verbal, non- verbal or physical conduct of a sexual nature that amounts to harassment as defined above.

The following examples illustrate the sort of conduct which may be treated as sex/sexual harassment. This is not an exhaustive list:

Examples of harassment include (but are not restricted to):

- oral harassment – examples include crude language, open hostility, offensive jokes, suggestive remarks, innuendoes, rude or vulgar comments, malicious gossip, and offensive songs or making insulting gender-based remarks.
- non-oral harassment – examples include wolf-whistles, obscene gestures, sexually suggestive posters/calendars, pornographic material (both paper-based and generated on a computer) such as sending sexually explicit e-mails or attachments or displaying sexually explicit material on computer screens, graffiti, offensive letters, text messages on mobile phones and offensive objects, staring gestures or over familiar behaviour;
- physical harassment – examples include unnecessary touching, patting, pinching, or brushing against another employee's body, intimidating behaviour, assault, and physical coercion
- coercion – sexual advances, propositions, suggestions or pressure for sexual activity at or outside work; pressure for sexual favours (e.g. to get a job or promotion)
- isolation or non-co-operation and exclusion from social activities
- intrusion – examples include stalking, pestering, spying

8.7.5 Racial or religious harassment

Racial harassment is conduct at work directed towards an employee by another employee or group of employees which is of a racial nature, or which is based on a person's race, colour, or ethnic origins and religious harassment is based on person's religion or belief or ethnic origins, and which is regarded as unwelcome or offensive to the recipient.

The following are examples that illustrate the sort of conduct which may be treated as racial harassment. This is not an exhaustive list:

- Jokes about race, religion or strongly held belief
- Offensive names used
- References to people by offensive racist or religious descriptions
- Verbal or physical abuse because of a person's race or colour religious or belief
- Detrimental behaviour because of a person's race, religion or belief.
- Denial of opportunity because of race, religion or belief.

8.7.6 Age or disability harassment

Age harassment is covered by the definition of harassment above and is illustrated by the following examples.

Age and disability harassment is covered by the definition of harassment above and is illustrated by the following examples.

- jokes that make fun of older or disabled people and that cause offence
- referring to someone in a derogatory age-related or disability related way, such as "stupid old codger", "daft old bat", or "foolish young girl" or offensive remarks related to their disability e.g. "moron"
- making demeaning comments to or about someone suggesting that he or she is "past it" or "over the hill" or "wet behind the ears", or "brain dead"
- refusing to co-operate with someone on grounds that he or she is "too young" to bother about or it is too difficult to deal with them.

- excluding someone from team social events because he or she is much older/younger than the others in the team or their disability limits what they can do.
- treating someone's ideas as inferior or worthless on account of his or her youth or disability.
- making demeaning remarks (whether in fun or not) alleging that someone's physical or mental abilities have declined on account of age
- teasing someone because his or her partner is much older or younger than him or her, teasing because of a friend or family member who is disabled.

8.7.7 Complaints About Harassment and Bullying

8.7.7.1 Informal Procedure

A situation of harassment or bullying may be resolved informally, by talking directly to the person who is responsible for the harassment or bullying. Often the perpetrator is completely unaware that their behaviour is causing offence. However if the behaviour persists or employee feel unable to challenge the person themselves, the employee should make a complaint (either informal or formal) to the Chief Executive or if the complaint is about the Chief Executive to the Chair.

If the behaviour is persistent the employee should keep written record of any incidents of bullying, including the date, time, nature of incident, the names of those involved and the names of any witnesses. This will help the CNHC to deal with the problem more effectively

In sensitive cases the employee may request a person of a particular sex, race or religion to hear the employee's complaint and this request will be accommodated if at all possible, subject to a suitable person being employed and available. Depending on the seriousness of the allegation, the alleged harasser or bully may be suspended on full pay while the matter is being investigated under the CNHC's disciplinary procedures.

Complaints will be taken seriously and care will be taken during an investigation to treat all employees involved with consideration and confidentiality. However, if an employee decides not to take any action to deal with the problem and the circumstances described are very serious, the organisation reserves the right to investigate the situation – as it has an overall duty of care to ensure the safety of all employees who may be adversely affected by the alleged harasser's/bully's behaviour.

8.7.7.2 Formal Procedure

Where informal methods fail, or serious harassment or bullying occurs, employees are advised to bring a formal complaint. The complaint should be made in writing, and where possible, state:

- the name of the harasser or bully
- the nature of the harassment or bullying
- dates and times when the incidents occurred
- names of witnesses to any incidents
- any action already taken by the complainant to stop the behaviour.

The complaint should be sent, in confidence, to the Chief Executive or to the Chair if the complaint is against the Chief Executive.

A formal complaint of any form of harassment or bullying will be fully investigated with the same rights to be accompanied and a right of appeal against any decision as under the Grievance Procedure.

The alleged harasser or bully will be informed of the complaint, and we will endeavour to ensure that investigation into sexual harassment is conducted by a worker of the same sex as the complainant.

Once a complaint is made, action will be taken to separate the alleged harasser from the complainant where this is felt to be appropriate and feasible. This may involve temporary transfer of the alleged harasser to another department, or if this is not an option, suspension with pay until the outcome is known.

If relevant, witnesses will be interviewed as part of the investigative process. As far as possible, confidentiality will be maintained throughout the investigative process. Neither complainant nor alleged harasser or bully will be victimised in any way.

The complainant will be advised in writing of the decision and the reasons for it. The complainant may appeal if they are unhappy with the decision.

8.7.7.3 Appeals Procedure

If the employee want to appeal they should put their request in writing to the Chair, setting out the grounds of appeal, within 5 working days of confirmation of the written decision. As at the grievance meeting you have the right to be accompanied as above.

The appeal hearing will be conducted within a reasonable period of the appeal being logged (normally 21 working days).

The outcome will either be:

- To reject the appeal and confirm the original decision;
- Uphold the appeal and make a different decision

The result of the appeal will be confirmed in writing within 10 working days of the hearing.

The decision at the appeal stage is final.

8.7.7.4 Malicious Complaints

The making of a malicious complaint which the employee knows to be false or an act of retaliation may itself result in disciplinary action against the employee because it could be regarded as misconduct.

8.7.7.5 Outcomes

Where an employee is found to have been harassed or bullied by another employee we will decide the appropriate action (if any) in the light of all the evidence. Such action may include disciplinary action, dismissal (in serious or repeat cases), a job transfer, or counselling.

The aim throughout is to resolve the complaint sensitively, impartially, effectively and quickly.

Where a harasser or bully is retained in employment, the CNHC will monitor the situation to ensure that the harassment or bullying has stopped. It is a disciplinary offence to victimise or retaliate against an employee who has, in good faith, made, supported or assisted in the making of a complaint of harassment or bullying. There will be no victimisation of any employee for making or supporting or assisting a complaint of harassment – even if the complaint is not upheld.

All documentation collected in this process will be kept on file for a period of 6 months following the end of contract after which point it would be destroyed

8.7.8 Dealing with Harassment by a Third Party

An employee who is bullied or harassed by third party is not expected to enter into any confrontation with the third party that may put his or her personal safety at risk.

If the employee is subjected to bullying or harassment by third party the employee should immediately report it to their line manager. If the employee felt the problem is minor and the employee wishes to deal with the matter themselves the employee should politely explain that

they consider the behaviour to be bullying or harassment which is against CNHC policy. If it does not stop, or it is more serious, report the incident to your line manager immediately.

The complaint will be investigated immediately and in some cases the bully or harassment may be asked to leave the employer's premises and not return.

The employee should also report an incident of bullying or harassment by a third party to their line manager even if the employee has already managed to resolve it. The report will be used for the purpose of monitoring the effectiveness of the CNHC bullying and harassment policy.

9 Family Friendly Policies

9.1 Maternity Provisions

This policy sets out the rights of female members of staff to maternity benefits under the law. The aim of the policy is to provide guidance to you in relation to your legal entitlements, and also to clarify the steps that must be taken by you in certain circumstances to ensure that your rights are not lost. Where specific queries arise you are encouraged to seek guidance from the Chief Executive. The provisions are up to date but changes often occur so please check with the Chief Executive.

9.1.1 Entitlement

All pregnant employees have the right to take 52 weeks of maternity leave regardless of length of service or hours worked. This is made up of 26 weeks ordinary maternity leave and 26 weeks additional maternity leave with additional maternity leave starting at the end of ordinary maternity leave. To qualify for maternity leave, a woman must be an employee working under a contract of employment. Other categories of worker are not eligible.

Employees who qualify will be entitled to 39 weeks of Statutory Maternity Pay (SMP).

If you are dismissed during maternity leave the maternity leave ends at the time of dismissal.

9.1.2 Time off for Ante-Natal visits

All female employees irrespective of service, are entitled to time off during working hours with pay for antenatal care recommended by a registered medical practitioner, registered midwife or registered health visitor.

Some employees will be able to take unpaid time off work to accompany their spouse, partner or the woman who is carrying their child to up to two antenatal appointments for a maximum of six and a half hours for each appointment. The right will be available to employees who are:

- The husband, civil partner or partner of a pregnant woman, including same sex partners.
- The father or parent of an expected child.
- One of a same-sex couple who is to be treated as the child's other parent.
- The potential application for a parental order.
- An intended parent in surrogacy situation.

There is no qualifying service needed for employees but the agency workers will need the requisite 12 weeks service to qualify.

For an employee wishing to accompany a pregnant woman, we require a declaration stating:

- That the employee has a qualifying relationship with the pregnant woman or expected child.
- That the purpose of taking the time off is to accompany a pregnant woman to an antenatal appointment.
- That the appointment has been made on the advice of a registered doctor or midwife.
- The date and time of the appointment.

Extra time in excess of the six and a half hours or additional appointments maybe taken from annual leave by agreement with your line manager.

We do ask that employees attempt to arrange such appointments to minimise disruption to their working schedule, and to take advantage out of office hours arrangements where possible (e.g. relaxation classes)

9.1.3 Notification requirements

To qualify for ordinary leave, you must inform the Chief Executive no later than the end of the 15th week before the Expected Week of Childbirth (EWC):-

- that you are pregnant, and
- your Expected Week of Childbirth (EWC) (or date of birth of your child if this has already occurred). You should provide a certificate from a doctor or midwife, stating the EWC (MAT B1).
- the date on which your maternity leave will begin (in writing). This date cannot be earlier than the eleventh week before the EWC. If childbirth occurs before this notifiable date, you must notify your manager as soon as possible after the birth.

However, you are encouraged to inform the Chief Executive as soon as you can that you are pregnant in order that the CNHC can comply with health and safety and other legislation to take all reasonably practical measures to protect your health and safety and that of your baby.

9.1.4 Change to the start date

If you wish to revise the start of your maternity leave you should advise your line manager in writing at least 28 days before the date previously notified, or 28 days before the new date, whichever comes first, or as soon as reasonably practicable.

Once we have received your notification above, or changes to it, we will advise you of the date your AML ends within 28 days.

9.1.5 Commencement of maternity leave

Maternity Leave can commence any time after the 11th week before the EWC on the notified start date or on the day after the birth of your child if this is earlier. Maternity leave will also be triggered automatically if you give birth to a live or stillborn child at any time after a minimum of 24 weeks of pregnancy. In this event you must notify us of the actual date of the child's birth as soon as is reasonably practicable and confirm this in writing if asked to do so.

In such circumstances, an employee's maternity leave will start on the day after the day of childbirth. You may work right up to the date of childbirth if you so wish, subject to health and safety regulations. In order to make administration as easy as possible you should discuss your leaving date with your immediate Manager as soon as possible. Your doctor or midwife should provide you with a MATB1 certificate confirming your EWC. You should provide this form to us as soon as possible after you receive it. CNHC cannot pay you SMP until this form is received.

If the notified date is after the fourth week before the EWC, or no date has been given by that date, then any absence from work after the beginning of the fourth week, which is partly or wholly due to the pregnancy, will automatically trigger ordinary leave. You should note that a failure to advise CNHC of Teaching of any pregnancy related absence in the four weeks before the EWC may result in you forfeiting your right to maternity leave.

9.1.6 Miscarriage

A miscarriage in the first 24 weeks of pregnancy is not classed as "childbirth" and you will have no special rights to leave or pay under the maternity legislation. If your child is stillborn after 24 weeks of pregnancy you will be entitled to be treated as having given birth and will be entitled to all the maternity benefits you would have been entitled to in the event of a live birth. This would also apply to live births at any stage of the pregnancy.

In the event of a miscarriage (after 24 weeks' gestation or less) any absence on medical grounds will be treated in the same way as pregnancy-related sickness, and you will receive the same sick pay that you would have done had the absence not been related to pregnancy or maternity.

However, you are entitled not to be treated unfavourably during the "protected period". The protected period begins when you become pregnant and ends either at the end of your maternity leave period or, in the case of miscarriage, two weeks after the end of your pregnancy.

9.1.7 Contractual arrangements

9.1.7.1 Rights and duties during maternity leave

Your contract of employment continues throughout both ordinary and additional maternity leave, and your weeks of absence count as continuous service.

9.1.7.2 Benefits during maternity leave

Whilst you are on maternity leave, you remain entitled to your contractual non-cash benefits throughout your maternity leave. The benefits that will continue are those set out in your contract of employment. The benefits will be specific to each employee but examples include:

1. mobile telephones
2. medical insurance
3. critical illness insurance
4. childcare or childcare vouchers
5. the right to accrue annual leave.
6. Pension contributions during OML and paid AML (contractual and SSP)

However, you will not be entitled to wages and salary during your maternity leave. You will be paid SMP if you meet the qualification requirements. Neither will you be entitled to cash benefits such as cash allowances for expenses or any contractual non-cash benefits provided only for business purposes, for example the use of a CNHC vehicle which is not made available for private travel.

If you have elected for a salary sacrifice arrangement whereby cash salary has been exchanged for non-cash benefits, you will be entitled to the non-cash benefits throughout your maternity leave period.

9.1.8 Contact during maternity leave

9.1.8.1 Keeping in touch days (KIT)

You may, if you so wish and it is acceptable to us, work for up to 10 days (keeping in touch days) during your maternity leave without loss to your entitlement to maternity leave or pay. However, you cannot undertake work on a KIT day until at least two weeks after the birth of the child, four weeks for employee's employed in a factory or a workshop. If you would like to come into work during maternity leave you should contact your line manager to discuss the possibility.

Any work or training carried out on any one day will count as a day's work.

9.1.9 Return to work at the end of maternity leave

9.1.9.1 Ordinary maternity leave

You are entitled to return to the job you did before your period of leave on no less favourable terms than before your seniority and pension rights preserved as if you had not been absent.

9.1.9.2 Additional maternity leave

You are entitled to return to the job you did before your period of leave or, if it is not reasonably practicable for the CNHC to let you return to that job, to another job which is both suitable and appropriate for you. You will return on no less favourable terms than before, with your seniority and pension rights preserved as if you had not been absent.

9.1.9.3 Ordinary maternity leave following Additional maternity

If you have a second period of ordinary maternity leave straight after additional maternity leave, you are entitled to return to the job you did before your period of leave or, if it is not reasonably practicable for the CNHC to let you return to that job, to another job which is both suitable and appropriate for you. You will return on no less favourable terms than before, with your seniority and pension rights preserved as if you had not been absent.

9.1.9.4 Notification of return to work

If you decide to take your full 52 weeks maternity leave entitlement and return at the end of it you need not give us any prior notice of your return. You may simply return on the first working day after your full entitlement to leave has ended, in accordance with the return date you notified to us at the start of your maternity leave.

You have a right to return to a similar job at the end of your maternity leave. If you wish to return early from maternity leave you must give us at least eight weeks' notice.

If you do not do so we can postpone your return so that eight weeks' notice has been given provided that the postponed date of return is no later than the date that your maternity leave would otherwise have ended.

9.1.9.5 Compulsory maternity leave

No employee may return to work within 2 weeks of childbirth, starting with the date of childbirth.

9.1.9.6 Extension

Ordinary leave can only be extended where the employee's return to work is prohibited by statutory requirements.

9.1.10 Maternity pay

You are not legally entitled to receive your wages or salary but you may be entitled to Statutory Maternity Pay during any period of maternity leave.

In order to qualify for statutory maternity pay you must satisfy the following criteria:

- You must have completed 26 weeks continuous employment with CNHC by the end of the fifteenth week before your expected week of childbirth (the qualifying week).
- You must be still employed by the beginning of the fifteenth week before your expected week of childbirth (the qualifying week).
- You must still be pregnant or have had your baby by the beginning of the eleventh week before the expected week of childbirth.

Your earnings must be equal to or more than a lower earnings limit for National Insurance payment purposes during the qualifying week (or average earnings for the preceding 8 weeks ending with the qualifying week). Your earnings will be adjusted to take account of any pay increases during the maternity leave period.

- You must have started a period of maternity leave
- You must have given the CNHC notification of your pregnancy and the start date for your maternity leave

- You must have produced medical evidence of your pregnancy (form MAT B1 - not normally issued until the 27th week of pregnancy) no earlier than 20 weeks before the EWC

SMP will start from when you take your leave. It starts automatically if you're off work for a pregnancy-related illness in the 4 weeks before the week (Sunday to Saturday) that your baby is due.

SMP for the first 6 weeks' of leave will be at 90% of your average week's pay (based on the average pay for the period of 8 weeks prior to the end of the 14th week before the EWC). Thereafter, you will receive a lower standard rate of SMP (or 90% of your average weekly pay if less than the standard rate) for a further 33 weeks. This rate is subject to review by the government every April. See this site for more information: <https://www.gov.uk/maternity-leave-pay-employees>. SMP is treated as earnings and is therefore subject to PAYE and NI deductions.

If you do not qualify for SMP then you may be entitled to Maternity Allowance which can be claimed from your local Jobcentre or Social Security Office. The form is called the SMP1 Change Over Form which we will instead complete for you to take to their local benefits office.

9.1.10.1 Relationship between Statutory Sick Pay and Statutory Maternity Pay

If you are sick before the start of your maternity pay period you can be paid your normal sick pay up to the start of the maternity pay period if the sickness is not due to pregnancy. However, once the maternity pay period starts, statutory sick pay cannot be paid. However, you may, in certain circumstances, be entitled to occupational sick pay during your maternity leave. Where the sickness is due to pregnancy and you are off sick on or after the start of the fourth week before the expected week of childbirth, your maternity pay period automatically begins on the day after the first complete day of absence due to sickness.

If you are already sick with a pregnancy-related illness before the fourth week before the expected week of childbirth, and the illness carries on into the fourth week, the maternity pay period must start on first day of absence after the start of the fourth week before the expected week of childbirth.

If you are sick immediately after the end of your maternity leave you will be entitled to your normal sick pay.

9.1.11 Health and Safety and Pregnancy

If any pregnant employee is employed in a position which has been identified as posing a risk to her health or to that of her unborn child she will be notified immediately and arrangements will be made to eliminate the risk. For this reason you are requested to notify us at an early stage that you may be pregnant and arrangements will then be made to alter your working conditions if necessary. This is particularly important where you consider your job may put you or your baby at risk. If it is not possible to make adjustments you will be offered a suitable alternative job if one is available. If there is no suitable alternative job the CNHC has, and reserves the right, to suspend you on full pay until you are no longer at risk. The alternative arrangements may continue after the birth of your child if you return to work and are still considered to be at risk.

If you have any concerns about your own health or safety at any time you should consult the Chief Executive immediately.

If you are suspended from work and you qualify for the statutory rights set out above, and you comply with the notification obligations, your period of maternity leave will normally start at the beginning of the fourth week before the expected week of childbirth. Assuming you are eligible for statutory maternity pay then at that stage payment for statutory maternity pay as opposed to normal salary will start.

9.1.12 Data protection

When managing an employee's maternity leave and pay, the CNHC processes personal data collected in accordance with its data protection policy / policy on processing special categories of personal data. Data collected from the point at which an employee informs the organisation that she is pregnant is held securely and accessed by, and disclosed to, individuals only for the purposes of managing her maternity leave and pay. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the organisation's data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the organisation's disciplinary procedure.

9.2 Adoption Leave and Pay

If you adopt a child you will be entitled to a period of leave similar to Statutory Maternity Leave subject to the conditions below.

Adoption leave and pay will be available to individuals who adopt and to one member of a couple where a couple adopt jointly - it will be for them to decide which one should take adoptive leave. The right to adoption leave applies to an employee whether male or female, married or single or a civil partner provided they meet the qualifying criteria. The member of the couple who does not take adoption leave may be entitled to paternity leave and pay, as may the partner of an individual who adopts a child.

9.2.1 Conditions of leave

To qualify for adoption leave, you must:

- be an employee
- be newly matched with a child for adoption by an approved adoption agency
- we may request evidence of the adoption in the form of a "matching certificate" issued by the relevant adoption agency 28 days before you wish your adoption leave to commence or as soon as possible. This is evidence of adoption to qualify for your entitlement to adoption leave and pay.

Adoption leave will not be available where a child is not being newly adopted, e.g. where a step-parent decides to adopt a child.

9.2.2 The matching week

The matching week is the week in which you are notified by an approved UK adoption agency of being matched with a child. If you are adopting a child from abroad, it is the week in which you receive official notification of adoption, usually from the Department of Health.

9.2.3 Notice requirements

9.2.3.1 Adoption in the UK

You must notify us within seven days of the date on which you are informed of a match with a child, of:

- your intention to take adoption leave,
- the date of the placement and
- the date you wish to start leave

9.2.3.2 Adoption from Overseas

You must notify us within 28 days of receiving an official notification from the relevant domestic authority of:

- your intention to take adoption leave
- the date on which the official notification was received
- the date the child is expected to enter Great Britain

Once the child enters Great Britain, you must give us at least 28 days' advance notice of the date on which adoption leave is to start, as well as evidence (e.g. a plane ticket) confirming the child's arrival.

The period of adoption may begin on the date the child enters Great Britain or on a predetermined date that is no later than 28 days after the child entered Great Britain.

9.2.3.3 Notification — Employer's Response

Once you have correctly notified us of the date on which you intend to start your adoption leave, we will write to you within 28 days setting out the date you would be expected to return to work if your full entitlement to adoption leave is taken.

You will be able to change the leave start date for either UK or overseas adoptions by giving 28 days' notice. CNHC will, within 28 days from receipt of a notice from you, write to you setting out the date on which we expect you to return to work if your full entitlement to leave is taken.

9.2.4 Length of leave

You will be entitled to a period of 26 weeks' OAL followed immediately by up to 26 weeks' AAL, a total of up to 52 weeks' leave. You may choose to start your leave on:

- the date on which the child is placed for adoption, or
- a fixed date - which can be up to 14 days before the expected date of placement.
- any day of the week.

Only one period of leave will be available irrespective of whether more than one child is placed for adoption as part of the same arrangement. If the child's placement ends during the adoption leave period you will be able to continue leave for up to eight weeks after the end of the placement.

9.2.5 Disrupted Placement

If, after your adoption leave has begun:

- the expected placement does not occur
- the newly-adopted child dies
- the child is returned to the adoption agency
- the child ceases to live with the adopter

your adoption leave period ends eight weeks after the start of the ordinary adoption leave period (if the placement did not occur), or eight weeks from the end of the week in which death occurred or the child was returned to the agency (if the placement did take place and the disruption occurred later).

The same applies if a child adopted from overseas dies or ceases to live with the adoptive parents.

For these purposes a "week" is the period of seven consecutive days beginning with Sunday.

9.2.6 Terms and conditions during adoption leave

You will be entitled to the benefit of (as well as being bound by any obligations arising out of) all terms and conditions of employment which would have applied if you had not taken adoption leave. The only exception is that any terms and conditions relating to remuneration will be

excluded. Your seniority, pensions and other similar rights on returning from adoption leave (whether ordinary or additional) will continue as if you had not taken adoption leave.

9.2.7 Contact during adoption leave

9.2.7.1 Keeping in touch days (KIT days)

If you so wish, and it is acceptable to us, you may work for up to 10 days (keeping in touch days) during your adoption leave without loss to your entitlement to adoption leave or pay. If you would like to come into work during your adoption leave you should contact your line manager to discuss the possibility.

Any work or training carried out on any one day will count as a day's work.

9.2.8 Right to return

If you are returning from an isolated period of OAL you are entitled to return to your old job. If you are returning from a period of AAL, or a second period of OAL following AAL, you will be entitled to return to your old job, or if this is not practicable, to a similar suitable job.

If you wish to return early from either, OAL or AAL, you must give CNHC a minimum of eight weeks' notice. If you fail to do so we may delay your return until or eight weeks have elapsed or until the date on which you are otherwise due to return, whichever is the sooner. You will not be entitled to pay if you return to work without prior notice.

If you cannot return to work at the end of your full adoption leave period because of illness, you should follow the normal contractual procedures for sickness absence as laid out above.

If you do not wish to return to work, you are required to give us notice in accordance with your contractual notice period, as set out in your term and conditions of employment.

9.2.9 Statutory adoption pay

Most employees will be entitled to Statutory Adoption Pay (SAP) for up to 39 weeks. The rate of SAP will be the same as SPP and SMP. This is a figure set by the Government or 90% of weekly earnings if this is less. Adopters who earn less on average than the lower earnings limit for National Insurance will not qualify for SAP but may be entitled to additional state benefits. From 5 April 2015, the first 6 weeks SAP will be paid at the Statutory rate 90% of weekly earnings if this is less, as for SMP.

To qualify for SAP you must:

- be the person with whom the child is, or is expected to be, placed for adoption
- have been employed for 26 weeks ending with the week in which you are notified of having been matched with a child if your child was placed before 5 April 2015
- be absent on adoption leave i.e. not working
- have normal weekly earnings equal to or greater than the lower earnings limit for the payment of national insurance contributions
- have elected to receive SAP and not Statutory Paternity pay

If your average weekly earnings do not reach the lower earnings limit for National Insurance purposes, you will not receive Statutory Adoption Pay. We will instead complete Change Over Form SAP1 for you to take to their local benefits office.

9.2.10 Data Protection

When managing an employee's adoption leave and pay, the CNHC processes personal data collected in accordance with its data protection policy. Data collected from the point at which an

employee informs the CNHC that he/she plans to take adoption leave is held securely and accessed by, and disclosed to, individuals only for the purposes of managing his/her adoption leave and pay. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with our data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the disciplinary procedure.

9.3 Paternity Leave and Pay

This policy sets out the CNHC's Paternity Leave and Pay Policy and summarises the key statutory paternity rights. It applies to employees (both men and women) whose partner is expecting a baby. The summary of your rights is not intended to be a complete or definitive statement of law.

9.3.1 Qualification for paternity leave

You will qualify for paternity leave if you:

- Have or expect to have responsibility for your baby's upbringing;
- Are the biological father of your baby and/or the mother's husband or partner (including same-sex partners);
- Have been continuously employed by us for 26 weeks by the start of the 15th week before the expected week of childbirth (EWC); and
- Are taking the leave to support the mother or care for the baby.

If you meet the above requirements, you are entitled to take two weeks' ordinary paternity leave (you can choose to only take one week if you wish).

9.3.2 How to apply for paternity leave

Before the beginning of the 15th week before the EWC, you must notify your line manager in writing of:

- How much leave you want to take (which can be either one or two weeks);
- The EWC; and
- The date when you want your leave to begin.

You can begin your leave on the date of the baby's birth, a date which is a specified number of days after the birth or a specified date. However, you cannot take your leave sooner than the date when the baby is born and you must normally have taken the leave within 56 days of the birth. We may require you to sign a declaration confirming that you qualify for paternity leave.

As long as you have provided the correct notification, your paternity leave will start on the day you intend unless:

- You intend to start on the date of the birth and you are in fact at work on that date (in which case it will begin the next day); or
- You specified a date when you intended it to start but the baby was not born by then (in which case you must change the date or choose to take leave from the actual date of birth or specified number of days afterwards and you must give us notice as soon as possible).

Once the baby is born you must notify us in writing.

9.3.3 Statutory pay and other terms during paternity leave

Statutory Paternity Pay is a figure set annually by the Government or 90% of weekly earnings if this is less or 90% of your average weekly earnings if this is less. The amount of time paternity leave is the same even if you have more than one child (e.g. twins, triplets etc.).

The CNHC is flexible about how you take your Paternity Leave. You should discuss and agree this with the Chief Executive.

9.3.4 Other rights

As explained above, paternity leave is time off from the date of birth to support the mother or care for the baby and is not to be taken before the actual birth. However, you also have a statutory right to take time off to assist a dependant when she is giving birth.

9.3.5 Data protection

When managing an employee's paternity leave and pay, the CNHC processes personal data collected in accordance with its data protection policy. Data collected from the point at which an employee informs the CNHC that he/she plans to take paternity leave is held securely and accessed by, and disclosed to, individuals only for the purposes of managing his/her paternity leave and pay. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the our data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the disciplinary procedure.

9.4 Shared Parental Leave and Pay

Shared Parental Leave (SPL) does not replaced maternity leave or adoption leave but is an additional type of leave which both parents can take either together or instead of the other if they qualify. The total amount of SPL taken by both parents, plus any period of maternity of adoption leave taken by the mother or primary adopter, must not exceed 52 weeks. For example, a birth mother may take 16 week's leave and then both parents might jointly take 18 weeks' shared parental leave, making a total of 52 weeks' leave. Only 39 weeks of the leave will be paid; the remaining 13 weeks will be unpaid.

The mother must still take the first two weeks after the birth as compulsory maternity leave.

The entitlement to two weeks of statutory paternity leave and pay remains but there is now no additional paternity leave or pay.

9.4.1 Qualification

To qualify for shared parental leave you must:

- have a partner
- make an application giving at least eight weeks' notice
- produce, if requested, a copy of the child's birth certificate or documents notifying the primary adopter that the child is to be placed with them, together with the name and address of the other parent's employer
- confirm your intention to take SPL and on what date you intend to move from maternity/adoption leave to SPL (if appropriate)

9.4.2 Eligibility

9.4.2.1 General Eligibility

A parent who intends to take SPL must:

- be an employee
- share the primary responsibility for the child with the other parent at the time of the birth or placement for adoption

- have properly notified their employer of their entitlement and have provided the necessary declarations and evidence
- In addition, a parent wanting to take SPL is required to satisfy the 'continuity of employment test' and their partner must meet the 'employment and test'.

For the purposes of the SPL provisions a partner is defined as person (whether the same sex or a different sex) who lives with the mother or primary adopter and the child in an enduring family relationship.

In addition, a parent wanting to take SPL is required to satisfy the 'continuity of employment test and their partner must meet the employment and earnings test'.

9.4.2.2 Continuity of employment test

This parent must have worked for the same employer for at least 26 weeks at the end of the 15th week before the child's expected due date/matching date and is still working for the employer at the start of each leave period.

9.4.2.3 Employment and earnings test

In the 66 weeks leading up to the baby's expected due date/matching date, the person has worked for at least 26 weeks and earned an average of at least £30 (as of 2015) a week in any 13 weeks.

Sometimes only one parent will be eligible. For example a self-employed parent will not be entitled to SPL themselves but they may still pass the employment and earnings test so their partner, if they are an employee, may still qualify. If both parents are employment and earnings test so their partner, if they are an employee, may still qualify. If both parents are employees and both meet the qualifying requirements then there will be a joint entitlement and the parents will have to determine how to divide the leave entitlement once the mother has decided to curtail their maternity/adoption leave.

9.4.3 In Practice

9.4.3.1 Birth parents: Mother

If you are the birth mother of the baby and you wish to take SPL, you must have been continuously employed by us for 26 weeks by the end of the 15th week before the Expected Week of Confinement (EWC). This is the same as the eligibility for statutory maternity pay.

You must have the main responsibility for the care of the child (apart from the father or your partner) and must be entitled to statutory maternity leave in relation to the child.

You must have either curtailed your maternity leave or returned to work before you will be entitled to take SPL. This must be done either by serving a maternity leave curtailment notice not less than eight weeks before you want your maternity leave to end or by giving the requisite notice of your intention to return to work.

You must also provide us with:

- a notice of entitlement to take SPL as well as a notice of your intention to SPL;
- a copy of the birth certificate (if requested); the name and address of the father's (or your partner's) employer;
- a period of leave notice (essentially a written notice setting out the start and end dates of each period of SPL).

In order for you to be eligible for SPL, the father (or partner) must satisfy the 'employment and earnings test' (essentially that he (or she) has worked for 26 weeks out of the previous 66 weeks, either in employment or self-employment, earning the minimum amount specified by Government,

on average for 13 of those weeks). He (or she) must also have the main responsibility for the care of the child, other than you.

9.4.3.2 Birth parents: Father or mother's partner

In order for the father (or the mother's partner) to take SPL, he (or she) must satisfy the continuity of employment test which is 26 weeks' continuous employment at the end of the 15th week before the EWC and still be in employment at the time of the SPL. They must also have the main responsibility for caring for the child (other than the mother).

The father/partner must give their employer:

- a notice of entitlement and intention to take SPL
- a copy of the child's birth certificate (if requested) and the name and address of the mother's employer
- a period of leave notice.

In order for the father/partner to be eligible there are certain conditions that the mother must satisfy:

- the employment and earnings test
- the fact that she has the main responsibility for the child's care (other than the father/partner)
- entitlement to statutory maternity leave, statutory maternity pay or maternity allowance in respect of the child
- that she has curtailed her statutory maternity leave by serving a curtailment notice, or that she has returned to work.

9.4.3.3 Adoptive Parents

The criteria for eligibility for adoptive parents largely mirror the eligibility for birth parents but necessarily differ in some respects.

9.4.3.4 Primary adopter

Where the primary adopter wants to take SPL they must:

- Satisfy the continuity of employment test
- have the main responsibility for caring for the child (other than the primary adopter's spouse or partner)
- be entitled to statutory adoption leave in respect of the child
- have curtailed their statutory adoption leave or have returned to work
- give their employer:
 - a notice of entitlement and intention to take SPL
 - any notification documents issued by the adoption agency, if requested
 - a period of leave notice

For the primary adopter to take SPL, her (or his) spouse or partner must also:

- satisfy the employment and earnings test
- have the main responsibility (other than the primary adopter) for the care of the child.

9.4.3.5 Adopter's spouse/partner

If the adopter's spouse/partner wishes to take SPL, they must:

- satisfy the continuity of employment test

- have the main responsibility for the care of the child (other than the primary adopter)
- give their employer:
 - a notice of entitlement and intention to take SPL
 - notification documents from the adoption agency, if the requested
 - a period of leave notice

In order for the spouse/partner to be eligible, there are certain conditions that the primary adopter must satisfy:

- the employment and earnings test
- main responsibility for the care of the child (other than the primary adopter)
- curtailment of adoption leave or return to work.

9.4.4 Amount of SPL available to each parent

Where both parents qualify for SPL they must agree between them the amount of SPL each of them will take. Neither parent can take SPL unless the other has signed a declaration giving their consent to the division of leave as sent out in the notice of entitlement and intention to take SPL. The amount of leave available is the same for twins/triplets etc. or for the adoption of more than one child at the same time.

9.4.4.1 *On the birth of a child:*

SPL can be taken anytime within the period which begins two weeks (four weeks for factory workers) after the date the child is born and ends the day before the child's first birthday.

9.4.4.2 *On the adoption of a child:*

SPL can be taken anytime within the period which begins on the date the child is placed for adoption and ends one year later.

9.4.4.3 *How is leave taken?*

SPL must be taken in multiples of complete weeks. It may be taken as one continuous period or in blocks. The minimum block which may be taken is one week.

The amount of SPL available to each parent will be a matter for them to decide between themselves. 52 weeks should be the starting point, minus any maternity leave/adoption leave taken by the mother/primary adopter. The figure left can be used by either parent or adopter, either separately or concurrently. For example, if the mother takes 26 weeks' maternity leave, there will be 26 weeks of potential shared parental leave. The father/partner/secondary adopter could take all 26 weeks, or the parents could share the 26 weeks by taking 13 weeks together. Or they could work out another combination of leave.

The father/secondary adopter will still be able to take his two week's statutory paternity leave so there is potential for the couple together to take a total of 54 weeks' leave. The two week's paternity leave is exclusive to the father (or the mother's/ primary adopter's partner); and the two weeks compulsory maternity leave following the birth is exclusive to a birth mother.

In addition to the right to take SPL, a parent may also have the right to take ordinary unpaid parental leave (see the Parental Leave).

9.4.5 Procedure for taking SPL

9.4.5.1 *Birth*

There is a statutory procedure which must be followed in order to take shared parental leave. This section sets out the procedure on the case of birth.

In order for either the mother or the father/partner to take SPL, the mother must either have returned to work or curtailed her maternity leave. At least eight weeks' notice must be given before the return to work date or the curtailment of leave date.

9.4.5.2 *Curtailing statutory maternity leave*

The mother must give to her employer:

- a leave curtailment notice (see below) and one of:
 - a notice of entitlement and intention to take SPL
 - a declaration of consent and entitlement (a written declaration by the mother stating that the father/partner has given a notice of entitlement and intention to take SPL to his/her employer).

The father/partner must give notice to his (or her) employer **at the same time**.

A leave curtailment notice must:

- be in writing
- state the date on which the mother wants her maternity leave to end (the leave curtailment date), which must be:
 - at least one day after the end of the compulsory maternity leave period
 - at least eight weeks after the date on which the leave curtailment notice is given by the mother to the employer
 - at least one week before the end of the mother's additional maternity leave period.

The mother may revoke a leave curtailment notice by serving a revocation notice before the leave curtailment date. This might happen in case where the parties cease to be entitled to SPL, the leave curtailment notice was served before the child's birth or the father/partner has died.

A revocation notice must be given to the mother's employer before the leave curtailment date and in the case of either party not being entitled to SPL, within eight weeks of the date on which the mother gave her leave curtailment notice to her employer.

In cases where the mother served her curtailment notice before the child's birth. Notice must be given within six weeks of the child's birth. In cases where the father/partner has died, notice must be given within a reasonable time.

A revocation notice must:

- be in writing
- state that the mother revokes her curtailment notice
- in the case of the father/partner's death, state the date of death.

If the mother has more than one employer, a revocation notice must be given to each employer.

9.4.6 *Giving notice of entitlement and intention to take SPL*

9.4.6.1 *Birth*

The notice must satisfy certain conditions. Not less than eight weeks before the start date chosen for the first period of SPL to be taken, the mother must give her employer a written notice which contains specified information and declarations. In the case of SPL relating to birth, the following information must include:

- mother's name
- father/partner's name
- the start and end dates of any statutory maternity leave taken or to be taken

- the total amount of SPL leave available
- the EWC and the child's date of birth
- how much SPL each person is intending to take
- the start and end dates of each period of leave

This notice is non-binding as it is only a notice of intention however it will serve to give the employer some idea of what the parties are intending.

The declarations which the mother must give are that:

- she satisfies the eligibility to take SPL
- the information given in the notice (above) is accurate
- she will inform the employer if she ceases to care for the child.

The declarations which the father/partner must give, which must include his/her name, address and NI number (if applicable) are that:

- he (or she) satisfies the eligibility conditions for SPL
- he (or she) is the father of the child or the mother's spouse/partner
- he (or she) will immediately inform their employer if they cease to care for the child.

The mother must also give a declaration stating her name, address and NI number (if applicable) which states that:

- she satisfies the eligibility required for the father/partner to take SPL
- she consents to the amount of leave which the father/partner intends to take
- she will inform the father/partner if she ceases to be entitled to statutory maternity leave
- she consents to the father/partner's employer processing the information in her declaration.

9.4.7 Varying a notice of entitlement

Either the mother or the father/partner may vary how much SPL they intend to take by giving written notice. This notice must contain:

- an indication as to when intend to take SPL (including the start and end dates for each period of leave)
- the periods of SPL (and pay) which have already been notified (and which are being varied)
- a declaration from the mother and the father/partner that they agree the variation.

The notice will not be binding and can be varied again. There is no limit on the number of variation notice that may be given.

9.4.8 Evidence which may be requested

Employers are entitled to request certain evidence.

Within 14 days of the mother giving notice of her intention to take SPL, her employer may request:

- a copy of the child's birth certificate
- the name and address of the mother's employer

If the employee does not yet have a copy of the child's birth certificate, the mother or father/partner must, if requested by the employer, make a declaration stating the child's date and place of birth and that a birth certificate has not yet been issued.

9.4.9 Start and end dates of each period of leave

At least eight weeks before the start date requested by the mother for a period of leave, the mother must give her employer a written notice which sets out the start and end dates of each period of SPL requested in that notice.

The period of leave notice may be given at the same time as a notice of entitlement and the intentions to take SPL, or a written variation of such a notice. The notice may provide for more than one period of leave. If given before the child is born it may contain a start date which is the day on which the child is born, or which is expressed as a number of days following the child's birth, or it may contain an end date expressed as a number of days following the date of the child's birth.

A period of leave notice may not be given before the mother or father/partner has given their notice of entitlement and intention to take SPL.

Note that an employee may give a total of three period of leave notices, including variation of leave notices.

9.4.9.1 *One continuous period*

Where an employee's notice requests one continuous period of SPL, they will be entitled to take that period of leave.

9.4.9.2 *Separate periods of leave*

If an employee's notice requests separate periods of SPL, the employer may, within two weeks beginning with the date the notice was given, either:

- consent to the periods of leave requested
- propose alternative dates for the period of leave
- refuse the periods of leave requested without proposing alternative dates

Where the employer has consented to the periods of leave requests, or the parties have agreed alternative dates, the employee will be entitled to take the agreed SPL. Where the employer refuses the period of leave requested and the parties are unable to reach agreement within two weeks, the employee:

- will be entitled to take the total amount of leave requested in their notice as a continuous period of leave, or
- has until the 15th day after their period of leave notice was given to the employer to withdraw the notice.

If the employee decides to take their requested leave as a continuous period:

- they must choose a start date for that leave which must be at least eight weeks after the date on which their period of leave notice was given
- their leave will start on the start date of the first period of leave requested in their period of leave notice if they fail to choose a start date

9.4.9.3 Variation of period of leave

An employee can ask to vary their period of leave. Such variation notice must state what periods of SPL the employee is entitled to, and may:

- vary the start or end date of any period of SPL, provided the notice is given at least eight weeks before both the date varied and the new date
- vary the leave requested, for a continuous period to become separate periods, or vice versa
- vary or cancel the amount of the leave requested, provided that the notice is given at least eight weeks before any period of leave varied by the notice is due to commence.

If the employee wishes to vary their leave to take one continuous period of leave, they will be entitled to do so. If the employee wishes to take separate periods of leave, the employer has two weeks from the date of the variation notice to agree to the request, agree an alternative or refuse the request.

9.4.9.4 Child born early

Particular provision is made for cases where the child is born early and the mother or father/partner has times their leave according to the birth date. In this case, notice of the variation must be given as soon as reasonably practicable.

9.4.9.5 Parent or child dies

Where a parent or a child dies before the end of the SPL period, there are special allowances. You should speak to the Chief Executive for further information.

9.4.10 Procedure for taking SPL

9.4.10.1 Adoption

In order for either the primary adopter/secondary adopter to take SPL, the primary adopter must either have returned to work or curtailed her adoption leave. At least eight weeks' notice must be given before the return to work date or the curtailment of leave date.

9.4.10.2 Curtailing statutory adoption leave

The mother must give to her employer:

- a leave curtailment notice (see below); and one of either:
 - a notice of entitlement and intention to take SPL
 - a declaration of consent and entitlement (a written declaration by the primary adopter stating that the partner/secondary adopter has given a notice of entitlement and intention to take SPL to his/her employer)

The partner/secondary adopter must give notice to his (or her) employer at the same time.

A leave curtailment notice must:

- be in writing

- state the date on which the primary adopter wants her adoption leave to end (the leave curtailment date), which must be:
 - at least eight weeks after the date on which the leave curtailment notice is given by the primary adopter to the employer
 - at least one week before the end of the mother's statutory adoption leave period, and
 - at least one week before the end of the mother's statutory adoption leave period

The primary adopter may revoke a leave curtailment notice by serving a revocation notice before the leave curtailment date. This might happen in cases where the parties cease to be entitled to SPL or the partner/secondary adopter has died.

Once the primary adopter has given their employer a revocation notice they will not be able to give their employer a further leave curtailment notice and so will be shut out from the SPL scheme.

A revocation notice must be given to the primary adopter's employer before the leave curtailment date and in the case of either not being entitled to SPL, within eight weeks of the date on which the mother gave her leave curtailment notice to her employer.

In cases where the partner/secondary adopter has died, notice must be given within a reasonable time.

A revocation notice must:

- be in writing
- state that the primary adopter revokes her curtailment notice
- state the date of death in the case of the partner/secondary adopter's death

If the primary adopter has more than one employer, a revocation notice must be given to each employer.

9.4.11 Giving notice of entitlement and intention to take SPL

9.4.11.1 Adoption

The notice must satisfy certain conditions. Not less than eight weeks before the start date chosen for the first period of SPL to be taken, the primary adopter must give their employer a written notice which contains specified information and declarations. In the case of SPL relating to adoption, the information must include:

- primary adopter's name partner's/secondary adopter's name
- the date that the primary adopter was notified as having been matched with the child
- the date the child is expected to be placed with the primary adopter
- the start and end dates of any statutory adoption leave taken or to be taken
- the total amount of SPL leave available
- how much SPL each person is intending to take
- the start and end dates of each period of leave

This notice is non-binding as it is only a notice of intention however it will serve to give the employer some idea of what the parties are intending.

The declarations which the primary adopter must give are:

- that she/he satisfies the eligibility to take SPL
- that the information given in the notice (above) is accurate
- that she/he will inform the employer immediately if they cease to care for the child.

Where the primary adopter gives their employee a notice of entitlement before the date on which the child is placed for adoption, the primary adopter must give the placement date to their employer as soon as reasonably practicable after the placement and before the first period of SPL.

The primary adopter must also give a declaration stating her name, address and NI number (if applicable) which states that she/he:

9.4.11.2 Varying a notice of entitlement

Either the primary adopter or the partner/secondary adopter may vary how much SPL they intend to take by given written notice. This notice must contain:

- an indication as to when they intend to take SPL (including the start and end dates for each period of leave)
- the periods of SPL (and pay) which have already been notified (and which are being varied)
- a declaration from the primary adopter and the partner/secondary adopter they agree to the variation.

The notice will not be binding and can be varied again. There is no limit on the number of variation notices that may be given.

9.4.11.3 Evidence which may be requested

Employers are entitled, but not obliged, to request certain evidence. Within 14 days of the date on which the primary adopter gives their notice of intention to take SPL, their employer may request:

- one or more documents issued by the adoption agency containing:
 - the name and address of the adoption agency
 - the date that the primary adopter was notified of having been matched for adoption with the child
 - the date on which the adoption agency/secondary adopter's employer

Within 14 days of the partner/secondary adopter giving notice of his/her intention to take SPL, his/her employer may request:

- one or more documents issued by the adoption agency containing:
 - the name and address of the adoption agency
 - the date that the primary adopter was notified of having been matched for adoption with the child; and
 - the date on which the adoption agency expects to place the child with the primary adopter
- the name and address of the primary adopter's employer

9.4.11.4 Start and end dates of each period of leave

At least eight weeks before the start date requested by the primary adopter or the partner/secondary adopter for a period of leave, they must give to their employer a written notice which sets out the start and end dates of each period of SPL requested in that notice.

The period of leave notice may be given at the same time as a notice of entitlement and intention to take SPL, or a written variation of such a notice. The notice may provide for more than the one period of leave. If given before the child is placed with them it may contain start and end dates which are expressed as a number of days following the placement.

A period of leave notice may not be given before the mother or father/partner has given their notice of entitlement and intention to take SPL.

Note that an employee may give a total of three period of leave notices, including variations of leave notices.

9.4.11.5 One continuous period

Where an employee's notice requests one continuous period of SPL, they will be entitled to take that period of leave.

9.4.11.6 Separate periods of leave

If an employee's notice requests separate periods of SPL, the employer may, within two weeks beginning with the date the notice was given:

- consent to the periods of leave requested
- propose alternative dates for the periods of leave
- refuse the periods of leave requested without proposing alternative dates.

Where the employer has consented to the period of leave requested, or the parties have agreed alternative dates, the employee will be entitled to take the agreed SPL. Where the employer refuses the periods of leave requested and the parties are unable to reach agreement within two weeks, the employee:

- will be entitled to take the total amount of leave requested in their notice as a continuous period of leave , or
- has until the 15th day after the period of leave notice was given to the employer to withdraw the notice

If the employee decides to take their requested leave as a continuous period:

- they must choose a start date for that leave with the must be at least eight weeks after the date on which their period of leave notice was given
- if they fail to choose a start date, their leave will start on the start date of the first period of leave requested in their period of leave notice.

9.4.11.7 Variation of period of leave

An employee can ask to vary their period of leave. Such variation notice must state what periods of SPL the employee is entitled to and may:

- vary the start or end of any period of SPL, provide the notice is given at last eight weeks before both the date varied and the new date
- vary the leave request, for a continuous period to become separate periods, or vice versa
- vary or cancel the amount of leave requested, provided that the notice is given at least eight weeks before any period of leave varied by the notice is due to commence.

If the employee wishes to vary their leave to take one continuous period of leave, they will be entitled to do so. If the employee wishes to take separate period of leave, the employer has two weeks from the date of the variation notice to agree to the request, agree an alternative or refuse the request.

9.4.11.8 When a placement is disrupted or an adopter or the child dies

A disruption placement is when a child is returned after being placed for adoption. If this happens, the primary adopter and the partner/secondary adopter will no longer satisfy the eligibility requirement that they are taking SPL in order to 'care for a child'. This will also be the case if the child dies. In either of these circumstances either party may serve a variation notice to:

- vary the end date of any period of SPL to reduce the leave
- cancel a period or periods of leave

In the situation where either the primary adopter or the partner/secondary adopter dies, there are complicated rules which vary depending on whether or not a notice of entitlement has already been given. It is not intended to go into detail here.

9.4.11.9 Terms and conditions during SPL

As with statutory maternity, paternity or adoption leave, during SPL leave an employee is bound by any obligations arising under the terms of their contract except for those which are inconsistent with their right to be absent from work.

With the exception of any terms as to remuneration, employees are otherwise entitled to the benefit of all their terms and conditions of employment as if they had not been absent.

9.4.11.10 Reasonable Contact

The employer and absence employee are entitled to making reasonable contact with each other from time to time during SPL absence, without bringing the leave to an end.

In addition, an employee may work for up to 20 days during the SPL period without bringing their leave to an end. These days are to be referred to as 'shared parental leave in touch' days or SPLIT days. These are separate and additional to any KIT days that a woman has on maternity leave.

9.4.11.11 Protection from detriment or dismissal

An employee is entitled not to be subjected to any detriment because they took, sought to take or made use of the benefits of SPL.

9.4.12 Data protection

When managing an employee's shared parental leave and pay, the organisation processes personal data collected in accordance with its data protection policy. Data collected from the point at which an employee informs the organisation that he/she plans to take shared parental leave is held securely and accessed by, and disclosed to, individuals only for the purposes of managing his/her shared parental leave and pay. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the organisation's data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the organisation's disciplinary procedure.

9.5 Ordinary Parental Leave

Parents or adoptive parents, who have continuous service of one year or more, may take up to 18 weeks' unpaid ordinary parental leave until the child's 18th birthday. The total period of unpaid parental leave available to eligible employees is 18 weeks per parent per child.

Ordinary parental leave has to be taken in blocks of weeks (or days in the case of those with disabled children), up to a maximum of 4 weeks per year. Any leave taken with past employers will count towards the 18 week limit for each child.

You must give 21 days' notice when you want to take ordinary parental leave. Such applications should be addressed to your manager. If you wish to take ordinary parental leave immediately after the birth or adoption of your child(ren), you must give 21 days' notice before the beginning of the expected week of childbirth. In the case of adoption, you must give 21 days' notice of the expected week of placement, wherever possible.

Except in the circumstances set out in the paragraph above, any leave you request may be postponed by the CNHC for up to six months from the date requested where it is considered that your absence would unduly disrupt the business. Examples of such situations are:

- Seasonal peak work requirements.

- Where a large number of employees applies for ordinary parental leave at the same time.
- Where the absence of a key employee at a particular time would adversely affect the business.

If, because of postponement, the period of ordinary parental leave falls after your entitlement, then you will be allowed to take leave after that date.

The CNHC reserves the right to request sight of evidence that you are the parent of a child or have parental responsibility for the child.

At the end of any parental leave of up to four weeks' duration, you are guaranteed the right to return to the same job as before.

If the leave is for a longer period than four weeks, you are entitled to return to the same job, or if that is not reasonably practical, to a similar job, with similar or better conditions.

If parental leave follows additional maternity leave and it would not have been reasonably practical for you to return to your previous job, and it is still not reasonably practical at the end of parental leave, you are entitled to return to a similar job which has the same or better status, terms and conditions as your old job.

When managing an employee's ordinary parental leave, the CNHC processes personal data collected in accordance with its Data Protection Policy. Data collected from the point at which an employee informs the CNHC that he/she plans to take ordinary parental leave is held securely and accessed by, and disclosed to, individuals only for the purposes of managing his/her ordinary parental leave. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the CNHC's Data Protection Policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the Disciplinary procedure.

10 Leaving our employment

10.1 Notice Periods

In the event of you wishing to leave the CNHC, your notice period is given in your Statement of Main Terms of Employment.

Notice from either side (i.e. whether from you or from the CNHC), must be given in writing.

In some circumstances it may be possible, by mutual agreement, to waive your formal period of notice.

At the absolute discretion of the CNHC, payment may be made in lieu of notice.

The CNHC reserves the right to terminate employment without notice or payment in lieu of notice in cases of summary dismissal.

The CNHC shall have the right, during the period of notice or any part thereof, to place you on Garden Leave, during which period you will continue to be entitled to your normal salary and benefits.

10.2 Resignation

If you wish to leave the CNHC, your resignation should be in writing to the Chief Executive, or in the case of the Chief Executive, to the Chair. Upon resignation, you will be required to work your full contractual notice period, unless otherwise agreed.

Your final salary, according to the number of days worked in the month of leaving, will also include any holiday pay that has been accrued, if applicable. If you have taken more holiday than your accrued entitlement at the date your employment terminates, the CNHC shall be entitled to deduct from any payments due to you, the number of days' pay to reflect the excess holiday taken.

Your P45 will be sent to your home address (as advised to us) once the outstanding payment details have been finalised. This will need to be taken to your next employer.

10.3 Other Conditions on Leaving

On leaving, the CNHC will deduct from any money due to you such sums as you may owe to the CNHC. These may include, but are not restricted to, any court orders and payment made for holidays taken in excess of entitlement.

If you leave without giving notice and without the CNHC's agreement you would be in breach of your contract and you may forfeit some or all of any salary due to you.

At the time of leaving the CNHC, for whatever reason, you are required to return all property, products, documents or any information belonging to the CNHC, including laptop, mobile phone and equipment and computer software used at home. Documents and software include (but are not limited to) correspondence, diaries, address books, databases, files, reports, plans, records, videos or any other medium for storing information (in whatever form-whether paper/digital or otherwise). You should not retain any copies, drafts, reproductions, extracts or summaries of documents and software.

In addition, the CNHC reserves the right to request such information to be returned during any period of notice should it deem it possible that there could be a risk, intentional or otherwise, of confidential or sensitive information being made available to other parties.

You should refer to your Statement of Main Terms of Employment for any post-termination restrictions and confidentiality provisions.

10.4 Retirement

In line with current legislation the CNHC does not have an age where it expects employees to retire. It is however our policy to have regular discussions with all employees where they can discuss performance and any development needs they may have, as well as their future aims and aspirations. You and your manager can also use this opportunity to discuss retirement planning should you wish to do so.

You should ensure that you inform your manager at least 6 months before you plan to retire to ensure all appropriate arrangements are made.

The CNHC processes personal data collected during the retirement procedure in accordance with its Data Protection Policy. In particular, data collected as part of the retirement procedure is held securely and accessed by, and disclosed to, individuals only for the purposes of supporting you in your retirement.

10.5 References

It is the CNHC's policy to respond only to reference requests that are sent to us in writing on letter headed paper and signed by authorised personnel.

Our policy is to provide employment references in writing, on our letter headed paper. We do not give oral references. In addition, in accordance with our data protection policy, we require your consent to provide your personal data to any third party.

Subject to you providing consent, the information provided by us in employment references is restricted to factual details only; this includes employment dates and position held.

Only the Chief Executive is authorised to provide references on behalf of the CNHC.

11 Disciplinary, Grievance and Capability procedures

11.1 General conduct

You should maintain satisfactory standards of performance at work including;

- comply with all reasonable management instructions
- co-operate fully with your colleagues and with management
- ensure the maintenance of acceptable standards of politeness
- take all necessary steps to safeguard the CNHC's public image and preserve positive relationships with all persons and organisations connected to the CNHC
- ensure that you behave in a way that does not constitute unlawful discrimination

You must also comply with any instructions, codes, policies or legislation that are applicable to your employment.

During your employment you must loyally and diligently perform such duties as may from time to time be reasonably required of you, and conduct yourself in a proper and responsible manner.

You are also expected to maintain high standards of personal and professional conduct to protect the integrity and goodwill of the CNHC and use your best efforts to promote and carry out the business of the CNHC.

These procedures aim to give you a clear understanding of the steps that you can expect us to take if we have concerns about your conduct or performance.

The purpose of these procedures is to ensure all disciplinary and grievance matters are dealt with promptly, fairly and consistently and to support and encourage improvement in your conduct and, or performance as appropriate. We reserve the right to change any of these rules and procedures at any time at our discretion. We will notify you of any changes.

11.2 Disciplinary Procedure

It is necessary for the proper operation of the CNHC's business and the health and safety of the CNHC's employees that the CNHC operates a disciplinary procedure. The following procedure will be applied fairly in all instances where disciplinary action is regarded as necessary by the CNHC's management, save to the extent that a minor reprimand is given for any minor act of misconduct committed by an employee.

You and your manager should work together to informally resolve minor concerns about your conduct. The disciplinary procedure should be invoked to deal with serious conduct concerns.

11.2.1 General Principles of the disciplinary procedure

- The CNHC's reserves the right to implement the procedure at any stage as set out below taking into account the alleged misconduct and the stages of the procedure may not happen in order. For example, you could receive a final written warning for an offence without first receiving a first written warning. Depending on the circumstances you would not ordinarily be dismissed for a first disciplinary offence.
- The CNHC will engage different people to hear the relevant stages of any process to ensure impartiality and a fair review of the facts.
- The CNHC will write to you ahead of any disciplinary investigation to set out the issues to be discussed.

- Where time limits are referred to in the course of this procedure they may be varied by agreement between you and the CNHC.
- You have the right to be accompanied at a formal disciplinary hearing by a fellow worker or trade union official of your choice. You should notify the CNHC in advance who your companion will be. It is your responsibility to ensure they have the relevant meeting details.
- Dependent on the issues being investigated, it may be necessary to place you on a paid leave of absence (suspension) for the duration (or part thereof) of the disciplinary process. In these circumstances, the suspension is a neutral act and does not confer any guilt or otherwise.
- If a disciplinary process is live during a year end compensation review, eligibility for consideration for any bonus award will be postponed until the completion of any active disciplinary investigation. As above, this does not confer any presumption of guilt, and should it be found you have no case to answer, the bonus review process will be undertaken following the conclusion of the process. For the avoidance of doubt, being considered for a bonus award does not confer the right to receive an award.
- If at the conclusion of the disciplinary procedure, the CNHC decides to terminate your employment (either with or without notice), it will write to you setting out the reasons of its decision and confirming the effective date of termination.

Matters that the CNHC views as amounting to disciplinary offences include (but are not limited to):

- Persistent bad timekeeping;
- Unauthorised absence;
- Minor damage to the CNHC's property;
- Failure to observe the CNHC's procedures;
- Abusive behaviour;
- Unreasonable refusal to follow an instruction issued by a manager or superior;
- Poor attendance;
- Smoking in non-designated areas of the CNHC's premises;
- Bribery offences under the Bribery Act 2010;
- Unintended data protection breaches and misuse of the CNHC's information.

11.2.2 Investigation

The Chief Executive will promptly and thoroughly investigate any matter that is reasonably suspected or believed to contravene any of the CNHC's policies or rules or may otherwise be a disciplinary matter. You will be informed as soon as possible as to the fact of an investigation and when it has been concluded.

There may be instances where suspension with pay is necessary while investigations are carried out. Such suspension does not imply guilt or blame and will be for as short a period as possible. Suspension is not considered a disciplinary action.

Depending on the circumstances of the case, you may be invited to attend an investigatory interview. If such an interview is held prior to a disciplinary hearing, you will be informed at the outset that the interview is an investigatory interview. There is no right to be accompanied at a formal investigatory interview. The CNHC reserves the right to dispense with an investigatory interview and to proceed directly to a formal disciplinary hearing.

11.2.3 Procedure

Where, upon completion of an investigation, there are reasonable grounds to believe that you have committed an act of misconduct, you will be invited to attend a disciplinary hearing before your manager or equivalent.

In the event of a disciplinary hearing taking place the CNHC will:

- Give you reasonable advance notice of the hearing;
- Tell you the purpose of the hearing and that it will be held under the CNHC's disciplinary procedure;
- Explain your right to be accompanied at the hearing by a colleague or trade union official;
- Give you written details of the nature of your alleged misconduct; and
- Provide you with all relevant information in advance of the hearing.

Where you are unable to attend a disciplinary hearing and provide a good reason for failing to attend, the hearing will be adjourned to another day. Unless there are special circumstances mitigating against it, if you are unable to attend the rearranged hearing, the rearranged hearing will take place in your absence.

Where your chosen companion is unavailable on the day scheduled for the meeting, it will be rescheduled, provided that you propose an alternative time within five working days of the scheduled date.

11.2.4 Role of Companion

Your chosen companion is entitled to address the meeting (if you wish them to) but may not answer questions addressed to you. The companion may also confer with you during the hearing.

11.2.5 The Disciplinary Hearing

The Chief Executive or Chair will normally conduct a disciplinary hearing. Any member of management responsible for the investigation of the disciplinary offence(s) will not conduct the disciplinary hearing, although such managers may present any supporting facts and material to the disciplinary hearing.

You will be given a full explanation of the case against you and you will be informed of the content of any statements provided by witnesses. You will be given a reasonable opportunity to ask questions, present evidence and call relevant witnesses, as well as raise points about any information provided by witnesses. Where the CNHC intends to call relevant witnesses, you will be given advance notice. Equally, you must also give advance notice if you intend to call relevant witnesses.

The CNHC may adjourn the disciplinary proceedings if it appears necessary or desirable to do so (including for the purpose of gathering further information). You will be informed of the period of any adjournment. If further information is gathered, you will be given a reasonable period of time to consider the new information prior to the reconvening of the disciplinary proceedings.

You will be informed as soon as possible after the conclusion of the disciplinary proceedings if any disciplinary action is to be taken. The decision will be confirmed in writing. You will also be notified of your right of appeal under this procedure.

11.2.6 Disciplinary Action

Cases of minor misconduct or unsatisfactory performance will normally be dealt with informally to begin with. Unsatisfactory performance will normally be dealt with under our Capability Policy. However, where misconduct is more serious, or where an informal approach has not resulted in the desired change in behaviour, the procedure normally consists of the following stages:

- STAGE ONE – first written warning
- STAGE TWO – final written warning
- STAGE THREE – dismissal

Any formal warning will:

- set out the nature of the offence committed;
- inform you of the consequence of further misconduct (i.e. further disciplinary action or dismissal);
- potentially require you to give an undertaking about your future conduct or work;
- specify the period for which the warning will remain "live" (normally 12 months but this could be extended in the case of a final written warning dependent on the seriousness of the offence); and
- state that you may appeal against the warning.

If further complaints are made about you during the period of any "live" warning, then the CNHC will take your active warning into consideration when determining what disciplinary action to take.

Where:

- a serious disciplinary offence amounting to gross misconduct has been committed, thereby justifying summary dismissal, but the CNHC decides after taking into account all appropriate circumstances that a lesser penalty is appropriate, or,
- where you have committed further disciplinary offences after a first written warning has been issued and remains "live"

a final (or combined first and final) written warning may be given.

Where you have committed further acts of misconduct (these being acts of misconduct other than gross misconduct) during the "live" period of a final written warning, you may be dismissed with notice or with pay in lieu of notice even if, when viewed in isolation, these issues would not normally lead to dismissal.

Where a final written warning is given to you the CNHC may also impose penalties such as demotion or removal of bonuses as an alternative to dismissal.

11.2.7 Gross Misconduct

Gross misconduct is misconduct of such a serious and fundamental nature that it breaches the contractual relationship between you and the CNHC. Where the CNHC establishes that you have committed an act of gross misconduct, you may be summarily dismissed. i.e. without notice or pay in lieu.

The following are examples of gross misconduct - the list is not exhaustive:

- Theft, fraud or unauthorised possession of property belonging to the CNHC / employees / visitors / clients / freelancers / suppliers;
- Other offences of dishonesty including providing false or misleading information (including during any internal process);
- Falsification of records including expenses / petty cash accounts;
- Wilful destruction of data which is part of a subject access request;
- Deliberate or reckless breaches of employment policies or operating procedures, including the CNHC's data protection and GDPR policy, health and safety policies or IT policies and procedures, for example;
- Fraudulent self-certification of absence;

- Falsification of accounts;
- Unauthorised use of CNHC supplier accounts;
- Falsification of computer data;
- Assault, serious threat of assault or abusive behaviour towards any person whilst on CNHC business;
- Wilful damage to CNHC / employees' / visitors' / clients' / freelancers' / suppliers' property;
- Refusal to obey a reasonable instruction and conduct which amounts to insubordination;
- Serious breaches of safety rules;
- Rudeness to colleagues / employees / visitors / clients / freelancers / suppliers
- Threatening or abusive behaviour to colleagues / employees / visitors / clients / freelancers / suppliers;
- Gross negligence;
- While on CNHC business, being under the influence of alcohol (other than moderate and reasonable consumption during a formal hospitality event)
- While on CNHC business, being under the influence of drugs not prescribed by a medical practitioner;
- Possession, use, supply or attempted supply of illegal non-prescribed drugs;
- Breaches of confidentiality relating to colleagues / employees / visitors / clients / freelancers / suppliers;
- Harassment or unlawful discrimination in employment;
- Failure to adhere to our Equal Opportunities and Dignity at Work Policy;
- Significant misuse of our telephone equipment for personal calls;
- Acting or purporting to act on behalf of the CNHC (internally or externally) without proper authorisation;
- Conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our employees, clients or the public, or otherwise affects your suitability to remain an employee.
- If conduct or activities may constitute criminal behaviour, the CNHC reserves the right to notify the police.

11.2.8 Appeal

You may appeal against any disciplinary sanction imposed against you. The appeal will be heard by a Board member or other independent person who has not been involved in the decision to impose the disciplinary sanction.

When lodging an appeal, you should state:

- the grounds of appeal; and
- whether you are appealing against the finding that you have committed the alleged act or acts of misconduct, or against the level of disciplinary sanction imposed.

You must provide written notice of the appeal within five working days of being informed of the disciplinary sanction being imposed against you.

Appeal hearings will normally take place within 14 days of receipt of your written notice of appeal.

Upon completion of the appeal, the person conducting the hearing will convey his/her decision to you. The decision will be confirmed in writing. The CNHC's decision at the appeal is final.

Where an appeal relates to a dismissal, the original decision to dismiss will have had immediate effect and, therefore, if the dismissal is by notice, the period of notice will already have commenced

on the date that the decision was given. If the decision was to dismiss you summarily without notice, the CNHC will be under no obligation to reinstate or pay you for any period between the date of the original dismissal and the appeal decision and the original date of termination will stand.

In the event that the decision to dismiss is overturned, you will be reinstated with immediate effect and will be paid for any period between the date of the original dismissal and the successful appeal decision. Your continuous service will not be affected.

11.2.9 Data protection

The CNHC processes personal data collected during the investigation stage and any subsequent stages of disciplinary action in accordance with its data protection policy. In particular, data collected as part of the investigation stage and any subsequent stages of disciplinary action is held securely and accessed by, and disclosed to, individuals only for the purposes of completing the disciplinary procedure. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the CNHC's data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under this disciplinary procedure.

11.3 Capability Procedure

During employment an employee's capability to carry out their 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 they cannot keep pace with the changes, or they change (most commonly because of health reasons) and therefore can no longer cope with the work.

11.3.1 Job Changes

If the nature of your job changes every effort will be made to ensure that you understand the level of performance expected and that adequate training and support is given. If there are concerns about capability your manager will talk about these informally and give you time to improve. Details of the process are given below.

11.3.2 Health Reasons

Health reasons may arise which do not prevent you from working but which prevent the performance of normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, the CNHC normally needs to have details of the medical diagnosis and prognosis. Under normal circumstances this will be obtained by asking your GP for a medical report. Under the Access to Medical Reports Act, permission is needed before the CNHC can obtain such a report and you will be expected to co-operate in this matter should the need arise. The CNHC will inform the employee of the legal basis we are relying upon to process any information provided.

When the CNHC has as much information as possible regarding the medical condition and after talking to you, a decision will be made about your future employment with the CNHC in your existing role or, where circumstances permit, in another suitable role.

There may also be personal circumstances which prevent you from working, either for a prolonged period(s) or for frequent short absences. Under these circumstances the CNHC will need to know when the situation might improve. This may again mean asking your doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When as much information as possible has been obtained and discussed with you, a decision will be made about your future employment with the CNHC either in your existing role or, where circumstances permit, in a more suitable role.

11.3.3 Aim of Capability Policy

All employees have a contractual responsibility to perform to a satisfactory level. Where sub-standard performance is found to be due to negligence or lack of application, then the Disciplinary Procedure will normally be appropriate.

Issues of an employee's capability may arise from time to time where sub-standard performance relates to a lack of the required knowledge, skills or ability rather than misconduct. In this case employees will, wherever practicable, be assisted through training or coaching and given reasonable time to achieve the required standard through the Capability Policy, which is intended to:

- secure the required improvement in cases where performance falls short of that expected in a particular role;
- help poorly performing employees to become more effective;
- provide a fair and effective means of securing redeployment to a more appropriate position or where this is not practicable, dismissal.

As with any meeting which could result in a formal warning or some other action, you shall have the right to be accompanied by a work colleague. If you wish to be accompanied, you must inform the CNHC in advance who your companion will be. It is your responsibility to ensure they have the relevant meeting details.

11.3.4 Procedure

11.3.4.1 Informal Counselling

Initial concerns will be raised by your immediate manager in an informal, but structured meeting; outlining the reasons for concern, asking for your input and identifying possible remedies. If no improvement results then a more formal procedure will be implemented.

The nature of the alleged shortcoming will determine the nature of the help to be provided. The help should include regular reviews (normally at intervals of between two and four weeks) and one or more of the following:

- counselling or medical advice;
- a review of commitments and responsibilities;
- training, if appropriate.

11.3.4.2 Stage 1 – Formal Counselling

If following informal guidance and assistance you fail to perform to an acceptable standard a formal meeting will be held to;

- make you aware you are not performing to the required standard
- give you reasonable time to improve and carry out any training or development considered appropriate or necessary in order to meet specified standards
- clearly define the required standard and targets (short and long term) to be reached
- agree support to be provided by CNHC
- agree the date for the next review meeting.

A follow up letter will be issued, confirming the above, and your right to appeal.

11.3.4.3 Stage 2 – Formal Review Meeting

If the required improvement is not achieved, you will be invited to a further meeting and advised of the continued areas of under-performance, in the same manner as Stage 1.

Further discussion regarding support and remedial measures will take place, and targets and timescales set. You will be advised that failure to improve by the following review period is likely to result in dismissal. A follow up letter will be issued including your right to appeal.

11.3.4.4 Stage 3 – Final Resolution

If the desired improvement has still not been achieved a further formal meeting will be held. The invitation to this meeting will clearly set out why alternative employment or dismissal is being contemplated. Following a full review, the outcome will be either an offer of alternative employment or dismissal. This will be confirmed in writing including your right to appeal.

For procedures involving your capability it will be your manager's responsibility to offer suitable help and advice to you where lack of skill, aptitude and/or ability or unsatisfactory performance is alleged, whether owing to ill health or otherwise.

If, after help and advice your performance is still unsatisfactory your manager will advise you in writing that your performance is still unsatisfactory. In doing so, your manager will:

- set out the facts and recommend ways of improving your performance;
- provide appropriate and precise performance objectives and indicators; and
- give you reasonable time in which to rectify your deficiencies and provide the date on which these will be reviewed.

If, at the review date, there has been no marked improvement in performance and there is clear indication of a failure to reach the objectives and indicators referred to above, or improvement has not been maintained, your manager, after consultation with [HR], will inform you in writing that your performance still falls below an acceptable level. You will also be informed in writing of the areas where improvement is still necessary and the period for which appropriate support will continue to be made available.

If, after receiving the counselling, support and written notifications outlined above, your performance continues to be unsatisfactory, it may become necessary to initiate formal action, which could ultimately result in dismissal.

11.3.5 Personal Data

The CNHC processes personal data collected during an informal or formal capability procedure in accordance with its Data Protection Policy. In particular, data collected as part of an investigation, informal discussions about your performance or the capability procedure is held securely and accessed by, and disclosed to, individuals only for the purposes of providing you with the necessary support or conducting the Capability procedure. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the CNHC's Data Protection Policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the CNHC's Disciplinary procedure.

11.3.6 Right to appeal

You have the right of appeal to a higher level of management, at any stage of the formal process. Your appeal should be made in writing, providing the grounds for appeal and must be received within 5 working days of receipt of the decision.

Where possible the person hearing your appeal will not previously have been involved in the case. The outcome of the appeal will be confirmed in writing as soon as possible and normally within 5 working days.

11.4 Grievance Procedure

The CNHC believes that all employees should be treated fairly and with respect. If you are unhappy about the treatment that you have received or about any aspect of your work, you should discuss this with your manager, who will attempt to resolve the situation on an informal basis.

Where attempts to resolve the matter informally do not work, it may be appropriate for you to raise a formal grievance under this procedure. A formal grievance usually concerns the way in which you have been treated by the CNHC or managers acting on its behalf. Complaints that amount to an allegation of misconduct on the part of another employee will be investigated and dealt with under the disciplinary procedure and you will be informed of the outcome (as far as confidentiality will allow).

Complaints that you may have about any disciplinary action taken against you should be dealt with as an appeal under the disciplinary procedure. Further, the Grievance policy cannot be used where issues have been already (or are in the process of being) addressed through a separate procedure.

All grievances will be dealt with seriously and confidentially.

11.4.1 Mediation

Mediation is a flexible and voluntary process designed to resolve disputes and breakdowns in working relationships by identifying a mutually acceptable solution or outcome for everyone involved. Depending on the nature of your grievance/concerns, it may be appropriate to try resolving the conflict through mediation. Mediation is conducted by a trained third-party mediator, who discusses the issues raised by your grievance with all of those involved in the dispute and seeks to facilitate a mutually acceptable resolution. Participation in mediation is both voluntary and confidential and will be used only where all parties involved in the grievance agree.

11.4.1.1 *The Right to be accompanied*

You have the right to be accompanied by a work colleague at any formal grievance meeting or subsequent appeal.

At any grievance hearing or appeal hearing, your chosen companion will be allowed to address the meeting, respond to views expressed and sum up the case on your behalf. However, both the hearing and appeal hearing are essentially meetings between the CNHC and you, so any questions put directly to you should be dealt with by you and not your companion.

Where the chosen companion is unavailable on the day scheduled for the meeting or appeal, the meeting will be rescheduled, provided that you can propose an alternative time within five working days of the scheduled date.

11.4.2 Formal grievance procedure

11.4.2.1 *Making the complaint*

The first stage of the grievance procedure is for you to put your complaint in writing. This will form the basis of the subsequent hearing and any investigations, so it is important that you set out clearly the nature of your grievance and indicate the outcome that you are seeking. If your grievance is unclear, you may be asked to clarify your complaint before any meeting takes place.

Your complaint should be headed "formal grievance" and sent to your manager or to the Chair if the Chief Executive is your manager..

Further attempts may be made to resolve the matter informally, depending on the nature of your complaint. However, if you are not satisfied with the outcome, you may insist on the matter proceeding to a full grievance hearing.

Before proceeding to a full grievance hearing, it may be necessary to carry out investigations of any allegations made by you, although the confidentiality of the grievance process will be respected.

11.4.2.2 The Grievance Hearing

The hearing will be held as soon as is reasonably practicable and, subject to any need to carry out prior investigations, usually within five working days of the receipt of your written complaint. It will ordinarily be conducted by a manager considered appropriate by the CNHC. At the meeting, you will be asked to explain the nature of your complaint and what action you feel should be taken to resolve the matter. Where appropriate, the meeting may be adjourned to allow further investigations to take place.

Following the meeting, you will be informed in writing of the outcome, usually within ten working days, and advised of any action that the CNHC proposes to take as a result of your complaint.

If you are dissatisfied with the outcome you may make a formal appeal.

11.4.2.3 Appeal

Your appeal should be made in writing to the manager who conducted the initial grievance hearing. You should clearly state the grounds of your appeal, e.g. the basis on which you say that the result of the grievance was wrong or that the action taken as a result was inappropriate. This should be done within five working days of the written notification of the outcome of the grievance. An appeal meeting will be arranged to take place, normally within ten working days of the submission of your formal appeal.

Where possible the appeal hearing will be conducted by a senior manager who has not previously been involved in the grievance process. The senior manager will consider the grounds that you have put forward and assess whether or not the conclusion reached in the original grievance hearing was appropriate. The appeal is not a rehearing of the original grievance, but rather a consideration of the specific areas with which you are dissatisfied in relation to the original grievance. The senior manager conducting the appeal may therefore confine discussion to those specific areas rather than reconsider the whole matter afresh.

Following the appeal meeting you will be informed of the outcome usually within ten working days. The outcome of the appeal meeting will be final.

11.4.2.4 Personal Data

The CNHC processes personal data collected during informal complaints and the formal grievance procedure in accordance with its Data Protection Policy. In particular, data collected as part of informal complaints and the Grievance procedure is held securely and accessed by, and disclosed to, individuals only for the purposes of responding to the complaints or conducting the grievance procedure. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the CNHC's Data Protection Policy immediately. It may also constitute a Disciplinary offence, which will be dealt with under the CNHC's Disciplinary procedure.