



Payme Plus



Payme Umbrella

Payme Employee Handbook

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Introduction

Welcome

If you have recently joined our company, we extend a warm welcome to you and hope that you will enjoy working with us both now and in the future.

Payme is a payroll management company. Our service has been informed by 25 years working directly in the recruitment industry, with the emphasis on simplicity, accuracy and common sense. We provide comprehensive front to back office services aimed at making life easier for all of our employees.

You can get more information on our company from our website at www.payme.co.uk

We aim to foster a working environment where all employees can operate in a safe, open and trusting environment, with all employees having respect for each other.

We embrace diversity in the workplace and are committed to ensuring equal opportunities for all our staff. We will not condone any discriminatory acts or attitudes, whether perpetrated by our staff, or towards our staff.

In return we ask you for a high degree of commitment, dedication and loyalty to help us achieve the aims and objectives of the company.

We ask that you study carefully the contents of this handbook as it sets out our rules and procedures and other information which may be useful to you. If you have any queries regarding this handbook, please contact a member of Payme Ltd to discuss further.

The contents of this handbook may well be amended from time to time as a result of changing legislation, as our company needs change, or for any other reason we deem appropriate. You will be informed of any such changes as they happen.

Your employment with us

We believe that our employees are our greatest asset. You are the face of our company and as such, clients, customers and members of the public will judge us on how you perform your job and present yourself to them.

We aim to provide you with the information and skills necessary for you to carry out your job to the best of your ability.

Induction

You may be asked to attend an induction programme prior to the commencement of your assignment. This is designed so that you fit in quickly and effectively. You may meet with your new colleagues and you may receive further information about your site/your end user. You will usually be advised of the core company rules and given an explanation with regard to the company's health, hygiene and safety procedures.

Personal details

It is important that we have up to date and accurate records of your personal details, such as telephone number, address and bank details. Therefore, if any of the details which we hold change, please notify us of those changes as soon as possible.

Remuneration

Deductions & overpayments

Your salary is subject to the necessary Income Tax and National Insurance deductions each month as detailed on your payslip. If you are late or absent from work, there may also be a deduction, based on your normal rate of pay for the time you were absent, (save for any statutory payments such as Statutory Sick Pay (SSP), time off for ante-natal appointments, or contractual sickness pay etc.).

If any overpayment of wages is made, for whatever reason we will inform you as soon as possible of the amount and reason for the overpayment and will then normally deduct the amount overpaid from the first wage or salary paid to you after discovery of the overpayment. If you are overpaid at any time, you must inform Payme Ltd immediately. Failure to do so could be regarded as a disciplinary offence.

Deductions will also be made by Payme Ltd if a court order is in place instructing us to do so, or for any other amount we are contractually allowed to deduct or to which you agree.

Holidays

You are entitled to the minimum period of annual leave as set out in the Working Time Regulations 1998 (as amended) from time to time. With effect from 01 April 2010, this is 5.6 weeks but is subject to a maximum of 28 days' basic paid holiday (including UK public holidays) in each complete holiday year.

You are paid holiday pay at a rate of 12.07% (or such other percentage applicable to reflect changes in legislation) of each weekly payment that the Company makes to you. This is in respect of your entitlement to paid holiday under the WTR and this holiday pay is set out separately on your payslip.

Absence from work & lateness

Absence

You should arrive at work in sufficient time to actually start working at your normal starting time. Whilst we understand that on limited occasions, unexpected occurrences may impact your ability to attend work, or may cause you to arrive late. Lateness and absence have an adverse impact to both the business and other employees and we trust that you will take a positive approach to punctuality and attendance at work.

Reporting absence or lateness

If you are unable to attend work, or get to work by your expected starting time, you should notify your agency as soon as possible and at least by your expected start time, to allow them to take the necessary action to cover your absence and minimise any impact it may have.

You should speak personally by telephone to your agency to inform them of your absence from work. You should inform them/him/her of the reason for your absence and how long you expect to be away from work. They will then agree with you any further reporting procedures you may need to comply with prior to your return to work.

You should always report your absence yourself by telephone. You should not ask another person to call on your behalf and you should not notify your agency by text message, email or any other medium.

Failure by any employee to contact their agency during absence in accordance with this procedure will normally be considered unauthorised and result in the employee being liable to loss of pay for the period of absence and possible termination of their current assignment

This will not normally be remedied by the subsequent receipt of a back-dated medical certificate.

If your agency feels that your lateness and/or absence are unacceptable, they may invoke a disciplinary process, which could ultimately lead to your dismissal.

Absence due to sickness or injury

If you are absent for a period in excess of seven calendar days, (irrelevant if these constitute your normal working days or not) you should provide us with a medical certificate from your GP or other relevant medical practitioner. Such medical certificates should then be forwarded to us on a regular basis to cover the whole period of your absence. If your absence is for a period of seven calendar days or less, you will be required to complete a Self-Certification of Absence form on the first day of your return to work. The above documentation is required irrelevant of whether or not you qualify for any payment during your absence.

Dependent upon your circumstances, you may be eligible for SSP during your absence, in line with current legislation. However, if you fail to follow our procedures for reporting and certifying your absence without good reason, we may withhold payment of SSP Payments and/or any contractual sick and injury payments and/or may treat it as a disciplinary matter.

Submission of medical certificates, although validating your reason for absence, will not necessarily prevent your agency from taking appropriate action, including invoking the disciplinary process, if they feel your cumulative absence from work is excessive.



Depending upon the circumstances of your absence/s from work, we may ask you to allow us to approach your GP or another member of the medical profession with a view to obtaining further information on your condition. We may then consider if there are any reasonable adjustments which we could implement to help you to improve your attendance. It may be necessary, if acceptable solutions cannot be found, to terminate your employment with us, in line with current legislation.

If you qualify for SSP this will be paid to you at times and in the manner you would normally receive your wages or salary. Failure to supply the relevant certification of absence will result in non-payment of SSP. The first three days of absence in any 56 day period are 'waiting days' and as such will not command any payment of SSP.

Time off for medical appointments

If you need to visit the doctor or dentist, wherever possible, you should arrange the appointment outside of your normal working hours. If the doctor or dentist cannot facilitate this then the appointment should be made as close to your starting or finishing time as possible.

You should discuss the absence with your agency and give them as much notice as possible of your intended absence from work. Whilst we appreciate that this is not always possible with an emergency GP appointment, you would normally be given adequate notice to attend other kinds of appointments. Other than for emergency appointments you should provide your agency with a copy of your appointment card, letter etc. In the event of an emergency appointment Payme Ltd may ask you to provide evidence of your appointment(s) so that we can monitor your on-going welfare.

Such time off will normally be without pay.

Time off for dependants

There may be occasions when you need to take a reasonable amount of time off during working hours to deal with unforeseen matters and emergencies relating to a dependant. A dependant could be a spouse, partner, child, parent, or someone who depends on you for care.

The leave can be taken for example to:

- Deal with a breakdown in childcare;
- To put longer term care in place for children or elderly relatives; or
- If a dependant falls ill or is taken into hospital.

You have a statutory right to a reasonable amount of time off to deal with any such matter. The legislation does not prescribe what amount of time is reasonable but does suggest that in most cases a day or two will be sufficient to deal with the immediate crisis. If you wish to take time off work you must speak to your agency to discuss your situation and agree a reasonable amount of time away from work, which will normally be without pay.

Time off for parental leave

Please speak to your Payme Representative who will advise you further regarding your entitlement and where possible agree the time agreeable to both you and your agency. Parental Leave is unpaid leave.



Time off for maternity

If you become pregnant, we recommend that you speak to your agency and Payme Ltd in confidence as soon as you are aware of your condition. Your safety and that of your unborn child are important to us and your agency and Payme Ltd would want to look at any adjustments we may need to make to your work or working conditions to help ensure that you are both kept safe.

Payme Ltd can then ensure that you are made fully aware of both your obligations and entitlements at an early stage, to help you plan.

Time off when adopting a child

You may be entitled to time away from work on adoption leave and may qualify for Statutory Adoption Pay. If you are adopting a child, Payme Ltd will be able to advise you of your rights and obligations.

Time off for paternity leave

If your partner is pregnant or you are both adopting a child, you may be entitled to take time away from work, which dependent upon your circumstances may command Statutory Paternity Pay. Please speak to your Payme Ltd who will explain in full your obligations and your rights.

Time off for bereavement

In the sad event of a bereavement of a member of your family or a close friend, please discuss your circumstances with your agency and agree appropriate time away from work. Pay for such time off is at the discretion of your agency but is normally without pay.

Time off for any other reason

If you need to take time off for any other reason than covered by the paragraphs above, you must speak to your agency as soon as you are aware of the need to take time off work. They will decide whether or not the absence request is reasonable and if they can support the time away from work. You will not normally be paid for the time off.

Fit notes

Your doctor may feel that it is appropriate to suggest that whilst you are unable to carry out your job in its current form, you may be fit for work with some adjustments. If so, your agency and Payme will be happy to discuss your doctor's recommendations with you and where possible consider reasonable adjustments.

Returning to work

You should notify your agency the day before you become available for work again to allow them to advise you of any arrangements they may have made with any individual to cover your workload during your absence. If you arrive for work without such notification, you may be sent home from work for the day without pay.

If you have been suffering from any contagious or infectious disease you should ensure that your doctor is happy for you to return before you do so.



Behaviour at work

Dress code

When working for Payme Ltd, you are representing the Company, and as such clients, customers, members of the public and other persons will judge our Company on how you present yourself and how you behave.

It is therefore, important that all our employees take care with their personal hygiene and grooming at all times. Clothes appropriate to your job role must be worn at all times whilst at work.

Premises/site security

You must not take unauthorised persons on to your site/place of work without prior agreement from your agency or site representative. If you are authorised to take someone on to the premises then you may be responsible for ensuring that your visitor(s) are appropriately monitored during their stay and that they do not access areas or company property inappropriately.

You must not remove any property from the organisations premises unless prior authority has been given by your site or your agency.

Alcohol, medication and illegal drugs

Whilst we understand that you have a right to a private life and would not wish to impede on that, it is also important that, when attending work, you are fit to do so. Therefore, if we/your agency or your place of work suspect that you have attended work still under the influence of alcohol or any illegal drug which has been consumed or taken prior to you commencing work, we/they may send you home for the remainder of the day without pay. Such events may also result in disciplinary action.

Possession or consumption of alcohol or illegal drugs during your working hours is strictly forbidden. If you are found to have done so you will be subject to disciplinary action, which may lead to your summary dismissal for gross misconduct.

If you are prescribed any medication by a medical professional, or you are taking any 'over-the-counter' medication which may affect your performance at work, you must notify your agency/site manager so that appropriate action may be taken, if necessary, to ensure the safety of yourself or any other person.

Dispensing, distributing, possessing, using, selling or offering to buy controlled drugs at work is prohibited. Any such activity (including reasonable suspicion of it) on the Company's premises may be reported immediately to the police and will incur the disciplinary process. We consider such actions to be Gross Misconduct.

Any employee who is required to drive in the course of their employment must not drink immediately before driving and must be satisfied that they are competent to drive and would not be in breach of any law or regulation in doing so. Driving on Company business whilst under the influence of alcohol in excess of the legal limits will be considered to be gross misconduct.

Telephones/use of mobile phones whilst working

Whilst we appreciate that you may need to make or receive occasional personal calls, these must be kept to an absolute minimum and only when authorised. If your site/place of work feels that the calls are excessive in quantity or length then you may be subject to disciplinary action and your assignment could be terminated.

If you are issued with a Company mobile phone, the same rules apply. You must also take great care with such items. If the phone is lost, stolen or damaged because of your negligence or malicious action then your agency may instruct a deduction to be made from any monies owing to you by the Company and may also invoke the disciplinary process.

Personal mobile phones should be switched off during normal working hours. If you are working remotely, then your phone may be switched on to enable people to contact you in an emergency but the use should be kept to a minimum. Under no circumstances should the use of any mobile phone, whether personal or Company owned, be allowed to compromise the safety of yourself or others.

Losses or damages

Whilst we understand that accidents do happen, we expect that you should take all reasonable care with all clients/customers, or any third party's property. If any loss or damage to any property or stock or equipment is suffered due to your failure to follow your site rules or procedures, or your deliberate vandalism, or unreasonable carelessness or neglect, then a deduction for the cost of repair or replacement of any item may be made from any salary/wage or any other monies owed to you by the Company.

If we suffer any loss, fine or cost due to your actions and failure to follow our rules, procedures or legal requirements, or your carelessness or neglect, then we will deduct the cost of the loss or fine from any money owed to you by the Payme Ltd.

Employee's property

We request that you do not take any of your own unnecessary personal property with you onto site. Any personal property that you do take with you is your own responsibility and Payme Ltd will not accept any liability for any loss or damage that is caused to your personal property.

General behaviour and standards

An efficiently run Company is our aim and we expect you to help us achieve this goal. You play an important role in ensuring that we and our customers/clients operate in a cost-effective and efficient manner. In particular, we expect that you handle all stock and property etc. with care to minimise any loss or damage. You should always try not to waste energy by leaving any unnecessary lighting, heating or equipment turned on when not in use and that, if your job role is quiet or you have a downturn in work, you help other colleagues as appropriate. If there is no work of your own available for you to complete, then you should contact your site manager/representative who will delegate work as appropriate.

Under no circumstances should you take any action which may compromise the health or safety of yourself or others.



Conflict of interest

You should not directly or indirectly engage in, or have any interest financial or otherwise in any other business enterprise which interferes or is likely to interfere with exercise of your independent judgement in the Payme Ltd best interest.

A conflict of interest exists when an employee is involved in an activity:

- which subjects the employee to unreasonable time demands that prevent the employee from devoting proper attention to his or her responsibilities to their assignment
- which is so operated that the employee's involvement with the outside business activity will reflect adversely on Payme or any of Payme Ltd customers/clients.

Should you be in doubt as to whether an activity involves a conflict, you should discuss the situation with your Payme representative and gain written authorisation.

Private work

Whilst we will not unreasonably forbid you from performing such work, we will need to ensure that you are not working in competition with us or performing work which the Company could reasonably have been expected to carry out.

If you are found to be working in competition with us or carrying out work which could have been performed by the Company, or carrying out your own private work during the Company's time we will view this as Gross Misconduct and it could lead to your summary dismissal.

Carrying out any private work should not impact on your performance at work. If such work takes you over an average of 48 hours' work a week (in total for both jobs) then you will be required to sign a 48 hour opt-out form.

Accident reporting

Any accident or incident at work, no matter how small, should be detailed in your site's Accident Book, in accordance with site guidelines. It is important that all accidents are recorded as the entries will be monitored by Payme Ltd so we can take all necessary steps to ensure that all our employees are as safe as possible from the risk of harm.

More serious accidents should also be brought to the attention of Payme Ltd as soon as possible.

Smoking

Please ensure that you check and are aware of your site's policy on smoking and adhere to their site rules at all times. After smoking you should wash your hands and take whatever steps are reasonable to ensure that you do not return to your work station smelling of smoke. Your failure to comply with site non-smoking policies may result in disciplinary action.

Emergency evacuation procedures

You should make yourself aware of the procedures to be followed should it be necessary to evacuate any work related premises in an emergency, (e.g. a Fire Alarm sounded).

Licences and qualifications

If your job role requires you to hold any kind of licence/qualification in order to complete your duties to our satisfaction, it is a term of your employment that your licence/qualification is current and must be provided to your agency at the commencement of your employment and at intervals throughout your employment when requested.

If you lose the right to hold your licence/qualification for whatever reason Payme Ltd and/or your agency could consider reasonable adjustments to your employment which may result in a change of job role. However, Payme Ltd reserves the right to terminate your assignment if adjustments are not reasonable.

If at any time during your employment you are unable to provide a current copy of your licence/qualification Payme Ltd may begin disciplinary proceedings which could result in the termination of your employment.



General data protection regulations

This regulation replaces our current Data Protection Policy and is in line with the EU data protection framework being adopted from 25th May 2018.

All Payme Ltd employees are responsible for compliance and ensuring that personal information maintained by Payme is not disclosed orally or in writing or accidentally or otherwise to any unauthorised third party. Any deliberate breach of this policy by any employee may lead to disciplinary action being taken against them.

These regulations set out procedures which are to be followed when dealing with personal data. The procedures set out herein are followed by Payme Ltd, its employees, contractors, agents, consultants, partners and any other parties working on behalf of Payme Ltd.

Payme Ltd views the correct and lawful handling of personal data as the key to its success and dealings with third parties and its employees. Payme Ltd shall ensure that it handles all personal data correctly and lawfully.

Our data protection principles

All personal data:

- Must be processed fairly and lawfully
- Must be obtained only for specified and lawful purposes and shall not be processed in any manner which is incompatible with those purposes;
- Must be adequate, relevant and not excessive in relation to the purposes for which it is processed;
- Must be accurate and, where necessary, kept up-to-date;
- Must be kept for no longer than is necessary for the purpose(s) for which it is obtained;
- Must be processed in accordance with the rights of data subjects;
- Must be protected against unauthorised or unlawful processing, accidental loss, destruction or damage by the implementation of appropriate technical and organisational measures; and
- Must not be transferred to a country or territory outside of the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

Personal data

Personal data is defined as data which relates to a living individual who can be identified from that data or other information which in the possession of, or is likely to come into the possession of, the data controller, and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.

The regulations also define "sensitive personal data" as personal data relating to the racial or ethnic origin of the data subject; their political opinions; their religious (or similar) beliefs; trade union membership; their physical or mental health condition; their sexual life; the commission or alleged commission by them of any offence; or any proceedings for any offence committed or alleged to have been committed by them, the disposal of such proceedings or the sentence of any court in such proceedings.

Employees' personal data

Payme Ltd only holds personal data which is directly relevant to its employees. That data will be held and processed in accordance with the data protection principles and with these regulations. **The following are examples of data which may be collected, held and processed by Payme Ltd:**

- Identification information relating to employees including, but not limited to, names and contact details;
- Equal opportunities monitoring information including age, gender, race, nationality and religion;
- Health records including details of sick leave, medical conditions, disabilities and prescribed medication;
- Employment records including, but not limited to, interview notes, curricula vitae, application forms, assessments, performance reviews and similar documents;
- Details of salaries including increases, bonuses, commission, overtime, benefits and expenses;
- Records of disciplinary matters including reports and warnings, both formal and informal;
- Details of grievances including documentary evidence, notes from interviews, procedures followed and outcomes;

Other person's personal data

Information relating to individuals will be obtained for the delivery of services. This could include confidential information such as names, addresses, personal circumstances, credit or debit card details, bank details etc.

Care is taken to ensure that the information being obtained is adequate, relevant and not excessive for the purpose it is intended to be used for. The information will not be processed or stored in any manner incompatible with that purpose.

The information will be kept safe from unauthorised access, accidental loss or destruction, and will not be maintained for longer than is necessary.

Access to data

Employees and other individuals that Payme Ltd hold information about have the right to access any personal data maintained about them electronically or in paper files.

The application must be made in writing, accompanied by the correct fee before the application is processed. Payme Ltd currently requires a fee of £10 (the statutory maximum).

Upon receipt of a Subject Access Request, Payme Ltd shall have a maximum period of 40 days within which to respond.



Data breach

Payme will notify the GDPR of data breaches where appropriate. This will be done without undue delay, and where feasible, within 72 hours of awareness.

Payme will provide a reasoned justification if this timeframe cannot be met. Where relevant, the data controller (or Payme representative) will also notify the affected data subject without undue delay. Additionally, Payme will also contact the UK ICO in the event that a serious breach has occurred.

Payme will not notify the GDPR if the breach is unlikely to result in a risk to the rights and freedoms of individuals. The threshold for notification to data subjects is that there is likely to be a "high risk" to their right and freedoms.

Payme ensure that procedures are adopted internally for handling data breaches in all cases.

Consent

Payme ensure that any request for consent will be verbal, prominent and separate from any business terms and conditions that may need agreeing to.

We will specify in clear, plain language why we require personal data and what our intentions are relating to the data.

Payme will name our organisation and any third parties that data may be shared with in any communication or correspondence relating directly to consent.

Payme will not use personal data for the act of marketing so no consent will be required for this purpose. In the event that consent is deemed necessary for this purpose, Payme will make it clear and easy for the individuals to withdraw their consent at any time and publicise how to do so.

Payme will act on withdrawals of consent as soon as practicably possible and no individual will be penalised for wishing to withdraw their consent.

Anti-bribery policy

Introduction

Payme Ltd is committed to the highest standards of ethical conduct and integrity in its business activities and as such, we will not tolerate any form of bribery within our organisation or directed to any person within our organisation.

Every employee and individual acting on the organisation's behalf is responsible for maintaining the organisation's reputation and for conducting company business honestly and professionally.

The Bribery Act 2010 came into force on 1st July 2011 which made it a criminal offence to offer, promise or accept a bribe. All employees and associated persons are required to comply with this policy, in accordance with the Bribery Act 2010.

What is a bribe?

A bribe is a financial advantage or other reward that is offered to, given to, or received by an individual or company (whether directly or indirectly) to induce or influence that individual or company to perform public or corporate functions or duties improperly.

Employees and others acting for or on behalf of the organisation are strictly prohibited from making, soliciting or receiving any bribes or unauthorised payments.

As such you should not offer, promise, give, request, agree to receive, or accept any bribes:

- During the course of employment;
- When conducting company business; or
- When representing the organisation in any other capacity.

Procedure for offering or accepting gifts, hospitality etc.

Any gifts, rewards or entertainment received or offered from clients, public officials, suppliers or other business contacts should be reported immediately to Payme Ltd.

In certain circumstances, it may not be appropriate to retain such gifts or be provided with the entertainment and employees and associated persons may be asked to return the gifts to the sender or refuse the entertainment, for example, where there could be a real or perceived conflict of interest. As a general rule, small tokens of appreciation, such as flowers or a bottle of wine, may be retained by employees.

If you wish to provide gifts to suppliers, clients or other business contacts, prior written approval must be obtained from Payme Ltd. These will be authorised only in limited circumstances and must be proportionate, reasonable and made in good faith.

Reporting suspected bribery

You should report any concerns that you may have to Payme Ltd as soon as possible.

Issues that should be reported include:

- any suspected or actual attempts at bribery;
- concerns that other employees or associated persons may be being bribed; or
- concerns that other employees or associated persons may be bribing third parties, such as clients or government officials.

In line with our whistle-blowing policy any person who reports instances of bribery or suspected bribery in good faith will be supported by Payme Ltd. We will take your concerns seriously and will ensure that you are not subjected to detrimental treatment as a consequence of your report. An instruction to cover up wrongdoing is itself a disciplinary offence. If told not to raise or pursue any concern, even by a person in authority such as a manager, you should not agree to remain silent.

Action by the company

We will fully investigate any instances of alleged or suspected bribery. Employees suspected of bribery may be suspended from their duties while the investigation is being carried out. Payme Ltd will invoke its disciplinary procedures where any employee is suspected of bribery, and proven allegations may result in a finding of gross misconduct and immediate dismissal.

Any instances of detrimental treatment by a fellow employee towards any person who raises their concerns will be treated as a disciplinary offence.

Payme Ltd may also report any matter to the relevant authorities, including the Director of Public Prosecutions, Serious Fraud Office, Revenue and Customs Prosecutions Office and the police. Payme Ltd will provide all necessary assistance to the relevant authorities in any subsequent prosecution.

Penalties

A breach of the organisation's anti-bribery policy by an employee will be treated as grounds for disciplinary action, which may result in a finding of gross misconduct, and immediate dismissal.

You should be aware that bribery is a criminal offence that may result in up to 10 years' imprisonment and/or an unlimited monetary fine for the individual accepting, offering or attempting to cover up a bribe along with an unlimited fine for the organisation.

Records

Accurate, detailed and up-to-date records of all corporate hospitality, entertainment or gifts accepted or offered must be kept.

If you are offered any gift or hospitality, you should report the matter to the Payme Ltd. A record of all offers will be kept.

If you offer any gift or hospitality to any person, or organisation, you must first obtain permission from Payme Ltd and again the offer must be properly recorded.

Risk management

Payme Ltd has established detailed risk management procedures to prevent, detect and prohibit bribery. We will conduct risk assessments on a regular basis and, where relevant, will identify employees or officers of the Company who are in positions where they may be exposed to bribery.



Equal opportunities & valuing diversity policy

Introduction

We are committed to Equal Opportunities for all individuals or groups, whilst also, being committed to promoting a positive attitude towards diversity within Payme Ltd.

The aim of Payme Ltd is to embrace the differences that various cultures bring and recognise that people from different backgrounds can bring fresh ideas and perceptions, which ultimately can improve our products and services, and our working environment. Managing diversity successfully will help our Company to nurture creativity and innovation, thereby allowing us to tap hidden capacity for growth and improved competitiveness.

Valuing diversity is an effective way of dealing with equal opportunities issues. It emphasises the business and personal benefits that accrue from valuing the differences between people, rather than just complying with the law. We believe that organisations that grasp the additional business opportunities generated by managing diversity effectively are far more likely to enjoy a sustained competitive advantage than those who do not.

The aim of this non contractual policy is to ensure that every member of staff feels valued at work and is not discriminated against, harassed or bullied, or made to feel under threat or intimidated, either directly, by association or indirectly, on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, or perceived sexual orientation.

Registration and recruitment

We will uphold equal opportunities for all during our registration processes. We expect our customers and clients to recruit solely on individual merit and ability to carry out the job role with interview questions and selection processes being relevant to the job and not of a discriminatory nature.

Recruitment and selection will be made by matching the best person to the job role.

Harassment & bullying policy

Introduction

It is important that individuals work together in a professional manner and with mutual respect for each other. Everyone has the right to dignity at work and individuals should be aware of the results their actions or comments may have on others, both within our Company and outside.

We are committed to encouraging and maintaining good employee relations and a working environment in which every member of staff feels safe and can work effectively.

We will not tolerate any form of harassment or bullying towards any of our staff, or by any of our staff, and will take any accusation of such behaviour seriously. If we receive a complaint, or become aware of any harassment or bullying we will take all relevant steps to stop such behaviour and take whatever action is appropriate against the perpetrator.

You should be aware that in some cases, such behaviour may be a criminal offence and the perpetrator could be arrested and charged by the police.

Statement of policy

This policy applies to all staff working within the Company and to all employees working off the premises. It extends to include non-permanent workers such as secondees, contractors, agency, temporary staff, consultants and any other workers. The policy, in addition, covers the behaviour of staff outside working hours which may impact upon work or working relationships.

You are responsible for your own behaviour and for ensuring that your conduct is in accordance with the principles set out in this policy. You should also report any instance of bullying or harassment which you witness or which comes to your attention.

No employee will be victimised or suffer detriment for making a complaint of harassment or bullying.

What is harassment and what is bullying?

Harassment

Harassment may be defined as any conduct which is unwanted and uninvited and has the result of causing the recipient to feel humiliated or distressed or upset in any other way. It can be conduct of a verbal, non-verbal or physical nature. Harassment has the effect of violating a person's dignity or creating an intimidating, hostile or degrading atmosphere.

Harassment may be an isolated occurrence or repetitive. It may occur against one or more individuals.

Bullying

Bullying means offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power intended to undermine, humiliate, denigrate or injure a colleague.

Bullying does not include legitimate and constructive criticism of performance or behaviour, an occasionally raised voice, or an argument. Examples of bullying include ridiculing or demeaning others, particularly junior colleagues, overbearing supervision and unjustifiably excluding colleagues from meetings/communications.

Examples of harassment or bullying could include:

- Physical abusive or threatening behaviour
- Humiliating an individual
- Picking on one person when there is a common problem
- Shouting at an individual to get things done
- Consistently undermining someone and their ability to do the job
- Setting unachievable targets or excessive workloads
- Overbearing and intimidating levels of supervision
- Insensitive jokes, banter or pranks
- Unwanted physical contact or standing too close to someone
- Malicious gossip, jokes and banter, offensive language
- Offensive literature or pictures, graffiti and computer imagery
- Excluding individuals from conversations or activities, non-co-operation
- 'Horseplay' – including touching, pushing, pinching, name-calling, mocking, belittling etc.

Harassment and Bullying is any behaviour that is unwanted or uninvited by the person to whom it is directed. It is the effect that the behaviour has on the recipient rather than the intent of the perpetrator which is the measure of whether or not bullying or harassment has occurred. It is totally unacceptable and we will always treat complaints of bullying and harassment seriously.

How to make a complaint

Very often people are not aware that their behaviour is unwelcome or misunderstood and an informal discussion can sometimes solve the problem. However, if you feel you are being bullied or harassed, we realise that the situation may be sensitive and may make you feel vulnerable or in fear of reprisal and therefore, may make it difficult for you to raise a complaint. Subsequently, we suggest you consider discussing matters informally with your Payme representative, in confidence, who will then be able to support you when pursuing the matter. If you feel able to do so, you should then raise the matter informally with the perpetrator, with your agency or Payme representative to support you.

If this does not solve the problem, or if the matter is more serious, (or if you do not feel able to do so,) you should report the matter to your Payme representative as a formal complaint. You will then be required to put the complaint in writing.

Formal complaint

We endeavour to manage complaints in a timely and confidential manner via an investigation to establish full details of what happened. Your name and the name of the alleged harasser will not be divulged other than on a "need to know" basis to those individuals involved in the investigation. The investigation will be impartial and objective, and will be carried out with sensitivity and with due respect for the rights of all parties concerned.

Consideration will be given to whether the alleged harasser or bully should be redeployed temporarily, or suspended on contractual pay or whether reporting lines or other managerial arrangements should be altered pending the outcome of the investigation.

As part of the investigation, the person will meet with you to hear your account of the events leading to your complaint. You have the right to be accompanied by a colleague of your choice. The investigating officer will also meet with the alleged harasser or bully who may also be accompanied by a colleague. It may also be necessary to interview witnesses to any of the incidents mentioned in your complaint. Where it is necessary to interview witnesses, the importance of confidentiality will be emphasised to them.

At the conclusion of the investigation, the outcome of the findings will be notified to both you and the alleged harasser usually within two weeks of your complaint first being reported.

If the conclusion is that harassment or bullying has occurred, prompt action will be taken to stop the harassment or bullying immediately and prevent its recurrence. The findings will be dealt with under the disciplinary procedure. Consideration will be given to whether the harasser or bully should be dismissed and, if not, whether he or she should remain in his or her current post or be transferred. Even where a complaint is not upheld, (for example, where evidence is inconclusive), consideration will be given to how the on-going working relationship between you and the alleged harasser or bully should be managed. This may involve, for example, arranging some form of mediation or counselling or a change in the duties or reporting lines of either party.

Should the investigation show that there may be a case to answer the Company's disciplinary procedure will be invoked against the alleged perpetrator.

Confidentiality

At all times throughout the process and after, all parties involved, including the alleged perpetrator, the victim, your agency and Payme representative, and any witnesses will need to give due consideration to confidentiality. As such, all parties will be reminded that they should not breach confidentiality and should not discuss the matter with anyone outside of the procedure.

Details of the investigation and any subsequent disciplinary procedure which may take place, will be kept on the employees personnel file.

Untrue claims

Whilst we will support all parties during and after a thorough and objective investigation into the allegation as appropriate, if through the course of the investigation and subsequent disciplinary meetings evidence demonstrates that the allegation has been made maliciously, or for personal gain, then the individual making the complaint will be subject to Disciplinary proceedings as outlined in the Company's Disciplinary Policy.

Appeals

If you are not satisfied with the outcome of the investigation, you have the right to appeal the decision within 7 calendar days of being notified of the outcome. You should submit your full written grounds of appeal to your Payme representative. The person hearing your appeal will meet with you to discuss your appeal. You may be accompanied by a colleague or Trade Union Official. You will normally be notified of the outcome of the appeal within fourteen days of this meeting. This is the final stage of the formal procedure.

Whistle blowing policy

Introduction

The whistle-blowing policy is intended to cover other serious concerns which fall within the Public Interest Disclosure Act 1998. We are committed to running our business with honesty and integrity and within the restraints of the law. As such whilst legislation protects you from suffering a detriment at work if you take a matter to a relevant outside body, we would hope that you would feel able to bring any concerns you may have to the attention of your Payme representative with confidence that any such concern would be dealt with appropriately and swiftly and without any fear of reprisal, even if your belief of wrongdoing turns out to be unfounded as the result of a thorough investigation.

Whistle Blowing is the everyday term used to describe a disclosure made to someone in authority alleging corruption, malpractice or wrongdoing on the part of another person. In employment whistle blowing refers to an employee ("whistle blower") making a disclosure about a colleagues conduct in the course of employment, or about employer's practices.

The legal position

Employees and workers who make a 'protected disclosure' are protected from being treated badly or being dismissed as a result of the disclosure.

The Act offers protection to any person who makes a disclosure relating to the following serious offences:

- Criminal offences,
- Risks to health and safety,
- Failure to comply with a legal obligation,
- A miscarriage of justice,
- Environmental damage.

For a disclosure to be protected it must be made to an appropriate body. For example, disclosing a health and safety issue to the Health and Safety Executive is likely to be protected, but not if the concern was disclosed to the media.

Company procedure

We are committed to the highest possible standards of operation. In line with that commitment we encourage you to consider raising the matter with your Payme representative before taking the matter to an outside body. We will take all such concerns seriously and you will have no need to fear victimisation, subsequent discrimination or disadvantage. All such concerns raised will be thoroughly investigated and appropriate action taken accordingly.

Safeguarding complainants

We recognise that the decision to report a concern can be a difficult one to make and we will support you during the process. We will not tolerate any harassment or victimisation (including informal pressures) and will take appropriate action to protect you when you raise a concern to us in good faith.

Every effort will be made to keep the identity of the whistle blower who makes a disclosure under this policy confidential, at least until a formal investigation is under way. In order to ensure that a fair investigation can take place the whistle blower will also be expected to keep the fact that they have raised a concern, the nature of the concern and the identity of those involved confidential. It may be that during an investigation, disciplinary or legal proceedings that the Company no longer maintains the whistle blowers confidentiality. If that does occur then the Company will endeavour to notify the whistle blower in advance.

Untrue allegations

If you make an allegation that is not corroborated by the investigation, no action will be taken against you. If, however, you knowingly raise a false allegation, or raise an allegation maliciously, or for personal gain; disciplinary action may be taken against you, and dependent upon the circumstances, it may be treated as Gross Misconduct.



Disciplinary procedures

Introduction

We have developed our disciplinary procedures in order to provide clear and transparent structures for dealing with difficulties which may arise as part of the working relationship and to ensure that such difficulties are dealt with in a fair and equitable manner in compliance with the Acas Code of Practice.

We would hope to informally resolve potential disciplinary issues. However, where an issue cannot be resolved informally, then there is often no option other than to follow a formal process. This policy sets out the basic requirements of fairness that will be applicable in most cases.

We regard disciplinary action as a corrective measure to foster an improvement in the conduct or attitude of the employee concerned and not as a punishment. Disciplinary procedures are necessary to let all of our employees know what is expected of them in terms of standards of performance or conduct (and the likely consequences of continued failure to meet these standards) and to enable management and employees to determine suitable goals and timescales for improvement in an individual's performance or conduct. The following procedures do not form part of your contract of employment.

The Process

There will normally be a full investigation of the facts before a decision to take any disciplinary action is invoked. Dependent upon the circumstances, we may hold an independent investigation meeting to determine if a formal disciplinary hearing is necessary. At all stages of the process, we will ensure that matters are kept confidential and expect you to do the same.

If we feel that it is necessary to take disciplinary action, we will notify you in writing of our concerns. Where relevant, we will supply you with details of any evidence we will be using in the disciplinary hearing. You will be given a reasonable amount of notice to attend the meeting and to arrange for another member of staff or a Trade Union Official to accompany you.

If we regard an offence as potential Gross Misconduct, we may suspend you on your normal contractual pay for the duration of the process. This period will be kept as short as is reasonably practical to investigate the matter, hold any necessary disciplinary hearing and consider the outcome.

At the meeting, we will outline our concerns and you will be given ample opportunity to explain your version of the situation and also to bring any supporting evidence to our attention. You may also ask witnesses to deliver their version of events to support you if you so wish. We will listen to what you say and will consider all points you put forward before reaching a decision on whether any disciplinary sanction is to be imposed. No decision will be made regarding any disciplinary action before we have had time to consider the discussion and any evidence produced at the meeting.

Outcome of the meeting/s

After the meeting has concluded we will take time to consider all the evidence and we will take one of the options listed below:

1. No action

If we feel that there is no case to answer, or there is insufficient evidence to support any action or if we feel that you were genuinely unclear about what was expected from you and you agree to take remedial action, we may decide it is appropriate to take no further action.

2. Warning

If we feel that you have not presented a valid reason or supporting evidence for the misconduct, we will issue you with a formal warning. Dependent upon the circumstances, this could either be a formal verbal warning, a written warning, or a final written warning.

Except for cases of Gross Misconduct or a short period of service, we will not normally proceed to dismissal for a first offence.

3. Dismissal

If you are in receipt of prior warnings, we may decide to terminate your employment with us, giving you your contractual notice. If your misconduct is determined to be Gross Misconduct, then you will be summarily dismissed, (without any notice or pay in lieu of notice), irrelevant of whether or not you have had any previous warnings.

4. Demotion

If you are in a supervisory or managerial position, we may decide to demote you, except in the case of Gross Misconduct.

5. Suspension without pay

We may decide to suspend you without pay for a period up to 5 working days, except in the case of Gross Misconduct.

Notification of outcome of the disciplinary meeting

We will notify you, in writing, as soon as we have considered the evidence and have reached a decision. The timescale will depend upon the complexity of the situation however, this will normally be no more than 7 calendar days after the meeting has taken place, unless there is good reason why this cannot be so. The letter will outline our reasons for the decision made and, where disciplinary action is taken, the level or nature of the sanction imposed. It will also name the person to whom you should address an appeal to should you wish to do so.

Right to be accompanied

You have the right to be accompanied by a fellow employee of your choice, or by a Trade Union Official at all stages of the formal disciplinary procedures and at any subsequent appeal meetings.

It is your responsibility to arrange for the appropriate person of your choice to be informed of the matter and the dates of the hearing/s. If you wish a member of staff to accompany you, then either yourself or the person concerned, should notify us as early as possible, so that we can ensure that they can be released from their duties at the appropriate times.

We wholeheartedly support the right to be accompanied and any person who agrees to accompany a member of staff at any disciplinary or appeal hearing, will not be subject to any form of detriment as a result of doing so.

Record-keeping

We will take notes of all meetings held and these, along with any supporting evidence used in the investigation and meetings will be held on your personnel file. Details of any disciplinary action taken will also be kept.

Administration of disciplinary warnings

Warnings will normally be issued in line with the following guidelines, however this is not prescriptive. When deciding the level of action to be taken, we will take account of any mitigating factors, including your length of service and may vary the process or the administration of warnings accordingly. Dependent upon your length of service, you may be dismissed without any previous warnings.

Other than in cases of Gross Misconduct, we may choose to demote you or suspend you for up to five working days without pay as an alternative to dismissal.

Offence	1st occasion	2nd occasion	3rd occasion	4th occasion
Unsatisfactory conduct	Formal verbal warning	Written warning	Final written warning	Dismissal
Misconduct	Written warning	Final written warning	Dismissal	
Serious misconduct	Final written warning	Dismissal		
Gross misconduct	Dismissal			

Examples of Unsatisfactory Conduct and Misconduct

- Failure to comply with our health and safety rules
- Gambling
- Smoking outside of designated areas and/or outside of your authorised break times
- Unacceptable levels of absenteeism or lateness
- Failure to follow our absence reporting procedures
- Unsatisfactory work performance
- Failure to carry out reasonable management instructions
- Failure to comply with company rules, procedures and guidelines
- Use of objectionable or insulting language or behaviour
- Failure to report any damage to our property or premises caused by you or witnessed by you
- Breach of our email and internet policy, including excessive personal use
- Deliberate misuse or neglect of company property or vandalism
- Excessive use of the Company's telephone for personal calls
- Negligence in the performance of your duties
- Leaving your place of work without first notifying your Line Manager

Serious Misconduct

Dependent upon the circumstances, any of the above examples could be deemed to be Serious Misconduct and as such, if a disciplinary sanction is imposed this could be a final written warning even though no other warnings have been given.

Examples of Gross Misconduct

- Theft or fraud
- Physical violence or bullying
- Threatening behaviour or language
- Being under the influence of alcohol
- Attending work under the influence of illegal drugs, or being in possession or supplying illegal drugs whilst at work or during working hours
- Any action, or breach of health and safety rules which does, or could be expected to, endanger the health or safety of yourself or any other person
- Acceptance or administration of gifts or hospitality etc. without prior permission from the Company;
- Bribing or attempting to bribe another individual, or personally taking or knowingly allowing another person to take a bribe
- Any act or omission which could cause the reputation or integrity of the Company to be compromised or bring the Company into disrepute
- Discriminatory behaviour
- Deliberate fraudulent or false claims of bullying, harassment or victimisation
- Accessing internet sites or downloading information from such sites, which contains offensive, illegal, obscene or pornographic material
- Knowingly perpetrating or taking part in acts of Discrimination or Harassment
- Providing false information re your right to work in the UK
- Deliberate and serious damage to property
- Causing loss, damage or injury through serious negligence
- Bringing the Company into serious disrepute
- Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure
- Serious misuse of the Company's information technology systems (including misuse of developed or licensed software, use of unauthorised software)

NB: the above lists are neither exhaustive nor prescriptive in the level of disciplinary sanction which may be imposed. You may be disciplined for any other reason which is considered misconduct or unsatisfactory conduct.

When considering the level of disciplinary action to be taken against individuals, we will take into account both the severity of the offence, the impact on the Company or other individuals and any mitigating circumstances.

Therefore, the above categories are guidelines only and a higher or lower level of disciplinary action may be imposed, dependent upon the circumstances.



Validity period of warnings

We will keep a record of warnings issued and appeal details in your personnel file. Whilst such information will normally be kept in your personnel file permanently, it will normally be disregarded for further disciplinary purposes in line with the following:

- Verbal warning – after a period of 6 months
- Written warning – after a period of 12 months
- Final warning – after a period of 12 months

Authority to take disciplinary action

The following persons are authorised to take disciplinary action. This does not restrict another member of staff, or other appropriate nominated person to take such action.

Disciplinary sanction	Person/s authorised to take disciplinary action in the case of: All staff
Formal verbal warning	Your Payme representative
Written warning	Your Payme representative
Final written warning	Your Payme representative
Dismissal	Your Payme representative
Demotion	Your Payme representative
Suspension without pay	Your Payme representative

Appeal Process

If you feel you have been treated unfairly in the disciplinary process, or that the sanction imposed was too heavy or unfairly administered, you have the right of appeal.

You should write to the person detailed in the outcome letter, within 7 calendar days of the date of the letter, outlining the grounds for your appeal.

We will then arrange to hear your appeal, normally no more than 14 calendar days after receipt of your letter of appeal.

Because of the size of our organisation it may be necessary that the person who chaired your original hearing to then hear your appeal hearing. Subsequently, it is important that within your written appeal you clearly state your reasons why you feel that the penalty imposed was too severe or why you believe the original decision was unfair.

We will notify you in writing of the decision, normally within 14 calendar days of the hearing.

Grievance procedure

Introduction

From time to time you may feel unhappy with something at work. We feel that it is important that there is a clear and transparent procedure for such concerns or complaints to be dealt with both effectively and in a manner whereby employees feel comfortable to raise such issues.

It is usually in the best interest of both employers and employees to deal with any issues at an early stage to stop small issues growing into more complex or serious ones. The following procedures are non-contractual.

Informal procedure

If you feel able to raise any issues informally with the perpetrator or your agency/Payme representative then such discussions can frequently solve issues quickly and effectively. However, if the matter is more serious, or the informal route has not solved the situation, or you do not feel it is appropriate to raise the matter informally, you should make a formal representation under this procedure.

If you are being harassed or bullied, this procedure is not normally the best way to raise such a matter and you should use the procedures outlined in our Bullying and Harassment Policy as this will be a more appropriate route to solving the problem.

Formal procedure

If you wish to raise a formal grievance, it is advisable that you put the matter in writing from the outset. You should give as much detail as possible of the nature of your complaint. The written complaint should be given to your Payme representative, or if the complaint involves your Payme representative to their Manager.

A meeting will be arranged with you as soon as possible to hear your grievance. It may be necessary to suspend the meeting to gather further evidence, or to initiate a full investigation of the facts. We will aim to resolve the issue as quickly as possible and will not suspend the meeting unnecessarily.

At the end of the meeting, and after any necessary re-investigation etc. we will consider all the evidence gathered. We will notify you, in writing, of our assessment and what, if any, action we intend to take to resolve the situation. The letter will outline who your appeal should be directed to if you wish to do so. We aim to notify you of the decision as soon as is reasonably practical.

Appeal

If you are unhappy with the outcome of the meeting and any proposed action, then you have the right of appeal. You should write to the person detailed in the outcome letter, within 7 calendar days of the date of the letter; outlining the grounds for your appeal.

Should you appeal our decision we will then arrange to hear your appeal, normally within no more than 14 calendar days after receipt of your letter of appeal.

Because of the size of our organisation it may be necessary that the person who chaired your original hearing to then hear your appeal hearing. Subsequently, it is important that within your written appeal you clearly state your reasons why you believe the original decision was unfair.

After full consideration of the matter, you will be informed, in writing of the decision as soon as is reasonably practical and normally no longer than 14 days after the meeting has been held.

Right to be accompanied

You have the right to be accompanied by a fellow employee of your choice, or by a Trade Union Official at all stages of the formal grievance procedure and at any subsequent appeal meetings.

It is your responsibility to arrange for the appropriate accompanying person of your choice to be informed of the matter and the dates of the hearing/s. If you wish a member of staff to accompany you, then either yourself or the person concerned, should notify us as early as possible, so that we can ensure that they can be released from their duties at the appropriate times.

We wholeheartedly support the right to be accompanied and any person who agrees to accompany a member of staff at any grievance or appeal hearing will not be subject to any form of detriment as a result of doing so.

Record-keeping

If you choose to use the formal route to resolve your grievance, we will take notes of all meetings held and these, along with any supporting evidence used will be held on your personnel file. Details of any action taken will also be kept.

Summary of our rights to deduct

WE RESERVE THE RIGHT TO RECOUP ANY LOSSES THE COMPANY INCURS IN THE CIRCUMSTANCES LISTED BELOW FROM YOUR WAGES OR ANY OTHER MONIES OWING TO YOU (E.G. COMMISSION, BONUSES, ACCRUED HOLIDAY PAY AT TERMINATION OF EMPLOYMENT).

If any overpayment of wages is made, for whatever reason, we will normally deduct the amount overpaid from your next wage.

If you arrive for work more than one hour late and have not notified your agency before your expected starting time and/or, without having provided us with an acceptable reason for the delay, your site may find it necessary to cover your duties, disperse your workload to other staff, or reschedule work in other ways and if so, therefore reserve the right to send you home for the remainder of the day without pay. If your agency feels that your lateness or absence is excessive, they may request disciplinary procedures, as detailed earlier in this handbook.

Whilst we and your agency understand that you have a right to a private life and would not wish to impede on that, it is also important that, when attending work, you are fit and safe to do so. Therefore, if we or your agency/end user suspect that you are attending work still under the influence of alcohol or any illegal drug which has been consumed or taken prior to you commencing work, you will be sent home for the remainder of the day without pay. Such events may result in disciplinary action.

Whilst we understand that accidents do happen, we expect that you should take all reasonable care with all Company, clients/customers, or any third party's property. Therefore, if any loss or damage to any property or stock or equipment which is due to your failure to follow site rules or procedures, or your deliberate vandalism, or unreasonable carelessness or neglect, then a deduction for the cost of repair or replacement of any item could be made from any salary/wage, holiday pay, sickness payment or any other monies owed to you by the Company.



Payme Plus



Payme Umbrella

Payme Employee Handbook



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