



# **EMPLOYEE HANDBOOK**

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## 1. Introduction

We welcome you to Rayan Facilities Management Ltd and ask you to read this Handbook carefully.

We hope your career with us will be both enjoyable and rewarding. It is our policy to communicate regularly with you on matters that are important to us all, such as service quality and information about your job and your terms and conditions of employment. We will encourage you to give us your own views based on your experience of the company's operation.

This employee handbook is designed to provide you with all the information and guidance to help you in your career with us. It gives information about policies and procedures as well as detailing many of your employment rights and responsibilities. If you have any queries about the contents of this or the Employee Handbook, please ask your line Manager / Supervisor to explain and clarify on behalf of the company. The policies/procedures contained in this, and the Employee Handbook are non-contractual.



## 2. Employment

### 2.1 Commencement of Employment

The Employee shall serve an initial probationary period of 24 weeks during which time the Company will screen your previous 5 years' history, assess your work performance and general suitability. At the end of the probationary period, you will again be assessed and, if satisfactory you will become a member of our regular staff. We will reserve the right to terminate the employment for any reason during the probationary period.

### 2.2 Wages and travelling

All employees would be paid according to the national minimum wage legislation. Employees paid above the national minimum wage might be dependent upon the site requirements. Your basic wage rate would be decided at the time of your recruitment, additional rates would be calculated depending on site cover expense. You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g., Income Tax, National Insurance, etc. All wages shall be paid in arrears on or around the 5th of each month. Payments will be made either by Cheque or by bank transfer to the Employees nominated Bank, Building Society or Post Office Giro Account.

The company does not pay any travelling expenses for an employee (i.e., security officer/supervisor role to travel to a client site, if assigned to one static client, however so incurred, unless agreed with management discretion beforehand.

If the employee is asked to go further than 30 miles, and assigned to multiple sites, then subject to management approval first, the company **may** pay 25p per mile for use of a personal vehicle to get to the work location. No expenses will be paid if you are a passenger in any vehicle and not incurring any direct costs. Train travelling will only be reimbursed, if approved by management first beforehand.

The employee must submit evidence of each journey, including the tickets or proof of purchase with your expenses claim by the end of the month incurred. Any expenses not submitted on a travel expense claim, by the end of the month incurred, with the necessary supporting evidence **will not** be reimbursed.

### 2.3 Hours of Work

Your normal working hours are those set out in your particulars of employment. The specific hours of work are job and client dependant. Due to the nature of the work, you will be expected to work weekends and unsociable hours as required. There shall be from time to time a requirement to work in excess of 48 hours in any one week. You can opt not to work more than 48 hours in any one week.

### 2.4 Remuneration

Your hourly rate shall be advised to you at commencement of employment and reviewed at appropriate intervals.

## 2.5 Overtime

Overtime worked shall be paid at the standard hourly rate. Premium Rates are payable for some shifts, and these will be determined at the sole discretion of management.

## 2.6 Job Title

The Company reserves the right to change your job title and expected duties from time to time and the person or persons to whom you report to. These changes will be advised to you in writing.

## 2.7 Flexibility

The Company reserves the right after compulsory training to transfer staff between assignments. The Employee will be given a minimum of 24-hour notice wherever possible.

## 2.8 Confidentiality

The Employee is aware that during their employment, you may be party to confidential information concerning the Employer and the Employers business. The Employee shall not, during the term of employment, disclose or allow the disclosure of any confidential information (except in the proper course of your employment). After the termination of this agreement, the Employee shall not disclose or use any of the Employer's trade secrets or any other information which is of a sufficiently high degree of confidentiality to amount to a trade secret. The Employer shall be entitled to apply for an injunction to prevent such disclosure or use to seek any other remedy including, without limitations, the recovery of damages in case of such disclosures or use.

## 3. Holidays / Sickness / Absence

### 3.1 Holiday Entitlement

**Full Time Security Officers and Office Employees** shall accrue holiday entitlement from the day you commence employment with the company. Annual holiday entitlement will be 28 working days including statutory holidays. The holiday year is between to the 1st April to 31<sup>st</sup> March.

**Part Time Security Officer** annual holiday entitlement in any holiday year is calculated on a Pro Rata basis.

All holiday entitlement must be taken in the awarding year otherwise they will be forfeited. No holidays shall be taken during the months of November, December and January.

All holidays must be taken at times agreed with management where up to 5 day's holiday is required the Employee must give two weeks' notice to the office. If more than 5 days is required a minimum of one month notice must be given. No more than two weeks may be taken at any one time without the permission of the management. Such permission shall not normally be given other than in special circumstances.

### 3.2 Sickness Absence and Pay

During authorised absence due to sickness, you are entitled to Statutory Sick Pay (SSP), provided you earn more than the minimum criteria set out in the SSP regulations. If you are sick for a period of 4 or more days, you may be paid SSP by us if you are eligible. SSP is treated the same as wages and is subject to Income Tax deductions and National Insurance contributions.

Before payments of SSP are made to you there is a period of 3 waiting days. These will start from the first day that you should have been available for work.

If you are sick and your absence has been, or you think will be longer than 7 days, you must obtain a Doctor's Medical Certificate and submit it to your Immediate Manager/Supervisor. If your sickness runs over 7 days, you must notify the Company once a week and supply us with a Doctor's Medical Certificate to cover your absence. If you do not comply with these procedures your SSP may be delayed or not paid at all.

On your return to work after a period of sickness of less than 7 days, you must complete the Self Certification documentation and hand it your Immediate Manager/Supervisor.

Payments may be withheld if the employer believes there is reason to doubt the validity of a claim for Sick Pay. It should also be noted that failure to abide by the above requirements may lead to investigation and possible disciplinary action, subject to following a disciplinary process. The Company reserves the right to order an independent examination, where deemed necessary. Unauthorised absences or false reporting of sickness are serious disciplinary matters.

***If you are taking medication, you must inform your doctor of the nature of you work or your Manager as some medication causes drowsiness, which can be dangerous when dealing with machinery.***

If you are absent from work as a result of an injury or illness for which you later receive compensation, you agree to reimburse the Company for any sick pay that you have received that the Company is unable to recover from any other sources.

### 3.3 Medical Information

The Company reserves the right to call, at any time, for you to have a medical examination by a Doctor of the Company's choice.

### **3.4 Compassionate Leave**

Any requests for a bereavement should be made by the earliest opportunity and ideally by the first scheduled workday following a death.

The Company will allow employees to take time off at the death of immediate family (those being husbands, wives, partners, parents or children). Employees may take the time as holiday or unpaid leave. Any paid compassionate leave will be at the discretion of the Directors. Requests for compassionate leave will be considered on an individual basis and where possible accommodated.

### **3.5 Parental Leave**

The Company recognises its statutory responsibilities under the Dependant and Parental Leave Regulations, details of which are available from the Wages/Personnel Department. You should always seek the permission of your Line Manager or Supervisor before taking any time off.

### **3.6 Absence Levels**

Absence levels will be continually monitored, and high levels of absence may lead to disciplinary action and warnings, each case will be assessed on its merits and within the Disciplinary Procedures. In order to investigate absence from work the company reserves the right to make home visits to the employee from time to time as considered necessary.

### **3.7 Maternity**

If you are pregnant, we request that you must inform the Company as soon as possible so that we can both ensure a safe working environment and explain your rights.

## **4. General**

### **4.1 Retirement**

Termination of employment by the employer based solely on age is not a policy of this company. The Employment Equality (Repeal of Retirement Age Provisions) Regulations 2011 came into force on 6th April 2011. However, we recognise that our colleagues may plan to retire at some time during their career. If you would like to discuss your options in relation to retirement, you should speak to your manager. If you decide to retire, you will be required to give notice in accordance with your Particulars of Employment.

### **4.2 Pensions**



We help people to save more for their retirement, all employers are now required by law to provide a workplace pension scheme for certain staff and pay money into it. Automatic enrolment has been designed so that eligible workers who want to build up retirement savings do not have to take any action themselves. We will automatically enrol eligible workers into a workplace pension scheme and deduct any contributions that the member is required to pay from their wages or salary, and then pay into the pension scheme on their behalf. You can opt out of the scheme and will be provided with details on how to do so upon enrolment. Should you require any information on this, please refer to your line manager. We therefore will enrol you into our pension scheme Nest (National Employment Savings Trust).

### **4.3 Change of Personal Details**

Employees must notify the office immediately if they change their address, marital status or any other matter which may affect their personal records including any criminal cautions, impending actions, warnings and/or convictions.

The employee must notify the office of any county court judgments and/or proceedings filed against them as soon as informed.

### **4.4 Penalties and Fines**

The company reserves the right to charge employees if their actions have resulted in the company receiving fines or penalties from the client.

The procedure will be implemented fairly and after all consideration of mitigating circumstances. (Late Public Transport, Heavy Traffic, Lost En-route etc will not be accepted). Any application of this procedure will not restrict the disciplinary measures which may also be taken. All penalties and fines imposed will be discussed with the employee prior to being applied.

### **4.5 Safety at Work**

It is the duty of every employee to take reasonable care for the health and safety of themselves and others. Employees must work in accordance with health and safety regulations. They must:

- Obey all rules relating to health and safety. This includes the use of protective clothing and equipment.
- Report accidents incurred by employees and any third parties to a Director and ensure that if they are the injured party - they or some other person acting on their behalf enters details into the Accident Book.
- Employees are required to read the Notice Boards and to observe instructions posted there. Such Notices will be presumed to have reached the employee.

#### **4.6 Right to Search**

The Company reserves the right to request to search employees, their vehicles and belongings whilst at work and when entering or leaving company or customer's premises.

#### **4.7 Dress & Appearance**

Uniforms must be kept clean and smart at all times; the Employee is responsible for this. Unless specifically directed, all duties will be performed in uniform clothing approved by the Company.

#### **4.8 Amendments to the Contract of Employment**

The Company reserves the right to amend the terms and conditions of your employment from time to time. Such amendments will be notified in writing and will be deemed accepted unless the Company receives written notice of any objections within 14 days of you receiving written notification of the amendment.

#### **4.9 Review to Contract of Employment**

An annual review of this handbook shall be undertaken of each year and where amendments to the contract are made, the section(s) shall be re-issued to the employee, this also applies to any amendments during the course of the year.

### **5. Company Policies and procedures**

#### **5.1 Disciplinary Procedure**

The purpose of this disciplinary procedure is to provide a fair and consistent framework for dealing with inadequate job performance, failure to comply with Company rules issued from time to time and misconduct. Disciplinary action will normally commence at Stage 1 but may commence at a later stage, depending on the severity of the issue. It will not apply during probationary periods.

When an employee's performance or conduct is in question, a Manager will investigate the facts and discuss them with the individual concerned to endeavour to establish a reason for the occurrence. If the reason is within the employees control, then they will be given the opportunity to explain their alleged shortcomings.

No disciplinary action shall be taken against an employee until the case has been fully investigated, unless the circumstances warrant an investigation is not required, i.e. an admission by the employee, etc. The Company may suspend the employee pending an investigation. The company reserves the right not to follow the disciplinary policy if necessary.

At every stage in the procedure the employee will be advised of the nature of the complaint against them and will be given the opportunity to present their case before a decision is made.

No employee will be dismissed for a first breach of discipline except in the case of gross misconduct, or circumstances warrant such action, where the penalty may be dismissal without notice or without payment in lieu of notice.

This procedure may be implemented at any stage if the employee's alleged misconduct warrants such action, and this procedure may be varied depending on specific circumstances.

### **Stage 1 - Formal Verbal Warning**

If conduct or performance does not meet acceptable standards the employee will normally be given a formal verbal warning. This will be given by a Director and confirmed in writing specifying the following:

The reason for the warning (eg. Persistent lateness). The standards required.

The time by which improvement is required and performance will be reviewed.

The likely consequence of failure to improve within the timescale.

Formal verbal warnings remain on record for a maximum period of one calendar year.

### **Stage 2 - First Written Warning**

If the offence is a serious one, or if a further offence occurs, a first written warning will be given to the employee. This will be given by a Director normally specifying items set out in Stage 1 above. It will normally include a statement to the effect that further failure to meet standards will result in a final written warning. A copy of this written warning will be kept on the employee's personal file but it will be disregarded for discipline purposes after 12 months, subject to satisfactory conduct and performance.

### **Stage 3 – Final Written Warning**

If there is still a failure to improve and conduct or performance is still unsatisfactory, or if the misconduct is sufficiently serious to warrant only one written warning, but insufficiently serious to justify dismissal (in effect both first and final written warning) a final written warning will normally be given to the employee. This will give details of the complaint; will warn that dismissal will result if there is no satisfactory improvement. This will be given by a Director specifying items set out in Stage 1. It will include a statement to the effect that further failure to meet standards will result in dismissal. A copy of this final written warning will be kept on the employee's personal file, but it will be spent after 12 months (in exceptional cases the period may be longer) subject to satisfactory conduct and performance.

## **Gross Misconduct**

Where, after reasonable investigation it is found that an employee has committed, or is deemed to have committed, an offence which constitutes gross misconduct, the consequence, in the absence of clear and substantial mitigating circumstances, will be summary dismissal ie; dismissal without notice or payment in lieu of notice. Examples of gross misconduct are given below. This is not exhaustive or exclusive:

- Theft, fraud or other acts of dishonesty
- Falsifying company records
- Breach of loyalty, i.e.; working for one's self, a customer or a competitor in competition with the Company or disclosing confidential information to a third party
- Offering physical violence to any person during the company's business or on company's premises
- Gross negligence i.e.; neglect of duty with potential serious consequences or danger to property or to the health and safety of others or which causes unacceptable loss or damage (includes sleeping or abandonment of site whilst on duty)
- Maliciously or deliberately causing damage to company property
- Being intoxicated on company premises through alcohol or the use of illegal drugs, whilst in charge of a company vehicle or at any time during working hours
- Unauthorised access to or use of computer records
- Sexual or racial harassment
- Not informing the company of any driving offences
- Failure to adhere to Health & Safety policies.
- Repeated or Excessive poor timekeeping or attendance
- Misuse or unauthorised use of Client or Company Telephones

Where gross misconduct occurs in the initial probationary period that results in dismissal, costs for training, administration and equipment will be deducted from any monies owing to the employee.

## **5.2 Grievances Procedure**

The aim of this procedure is to settle grievances quickly. This procedure applies to employees at all levels. The procedure has been drawn up to establish appropriate steps to be followed when pursuing and dealing with a grievance.

### **Stage 1**

In the event of any employee having a grievance relating to his/her employment, he/she should, in the first instance, contact company Director. The Company Director will endeavour to resolve the grievance as soon as possible and, in any case; within 5 working days from the time the grievance is raised.

### **Stage 2**

If the matter is not resolved within 5 days the employee may appeal in writing to the Director on receipt of such a request, the company director shall plan to hear the grievance and at this interview the employee may, if he/she wishes, be accompanied by another employee of his/her choice.

### **Stage 3**

If the employee with the grievance is not satisfied with the reply from the Director or has not received a reply within 5 working days, he/she may contact ACAS regarding his grievance. You can visit ACAS site [www.acas.org.uk](http://www.acas.org.uk).

### **5.3 Health & Safety Policy**

1. Our company strives to take strict measures to monitor and control Health & Safety as an integral part of running our business operation.
2. We will, so far as is possible:
  - Make sure that all working practices and work equipment are safe and that they do not pose a risk or hazard to Safety and Health.
  - Make sure that needed measures are carried out to safely use, store, and transport all substances and materials.
  - Give all needed training, supervision, instruction and information to make sure that all employees have a working environment that does not endanger their Health or Safety.
  - Control all workplaces, equipment and utilized transport in a condition that is safe and free from Health and Safety risks
  - Make sure that employees have access to adequate facilities to safeguard their welfare
  - Take measures to protect the Health and Safety of visitors, contractors and any members of the public who could be impacted by our operations
  - Give employees all needed information concerning procedures to protect their Health and Safety and the Health and Safety of others, and, when needed, consult with them to improve how our company handles these issues.
  - Make sure that all employees carry out their Health and Safety responsibilities and work with management to carry out this policy
  - Monitor how this policy is carried out in the workplace.
  - Make Sure sufficient funds are available to implement this statement. Regularly review this policy to see if any changes are needed.

### **Safety Organisation & Responsibilities**

The Managing Director shall have overall responsibility for ensuring the implementation of the Company Health & Safety policy. All risks to Health & Safety must be reported to the Managing Director.

The Managing Director shall be responsible for assessing, formulating, advising and overseeing the implementation of general and specific matters relating to Health & Safety including the policy. Suitable personal protective clothing and equipment is issued and used as necessary, and it is maintained in good order and replaced when necessary.

That machinery and equipment are regularly checked in accordance with regulations and Company policy by a suitable qualified person. Suitable records of inspections will be kept on file.

Regular maintenance shall be carried out to all machinery and vehicles and suitable records kept.

Firefighting equipment and fire alarm systems shall be fully maintained. Fire escapes are clearly identified, free from obstruction and known to all employees.

Premises and contents must be properly maintained, are clean and tidy and are secure and free from risk out of hours.

Sufficient qualified first aiders are appointed and proper first aid equipment is available at all times.

All persons authorized to drive company vehicles have a current, valid and appropriate driving license. Licenses must be checked every six months and records kept of inspections made.

It is the Company's duty to ensure the safety of visitors whilst on company premises. They must not be permitted to entry-controlled areas unaccompanied. Protective clothing must be provided where necessary. If a visitor has an accident on company premises, an entry must be made in the Accident Book.

#### **All Employees**

The company has a duty of care to ensure the safety of its employees and persons not in their employment, including members of the general public.

You have an obligation to and must:

- Co-operate with the Managing Director in endeavouring to provide a safe place work and safe working procedures.
- Wear, use and maintain the appropriate protective clothing and equipment as required and conform to any relevant legislation.
- Report unsafe equipment, practices and hazards immediately to a senior member of the Company.
- Report all accidents at once to a senior member of the Company.
- Enter details of accidents in the Accident Book (this must be done by the injured employee or any bona-fide person acting on his/her behalf).
- Assist in the investigation of accidents and dangerous occurrences.

#### **5.4 Equal Opportunities Policy**

Company states that it is an equal opportunities employer. Accordingly:

In providing Security Services and employing persons to provide these services, Company endeavours to make any employment decisions based on equality of opportunity and fair treatment for all persons.

No one or group seeking services, a job, or contracts with us will be treated with discrimination based on sex, sexuality, age, race, class, colour, nationality, ethnic origin, marital status, trade union membership or activity, physical or mental disability, or religious belief.

Company, in the course of implementing this policy, will strive to aid disadvantaged persons groups to benefit from its provided services, and attempt to identify the needs of such persons and groups.

We will compile and review records of the ethnic/racial origin and sex of everyone applying for services or jobs from us to aid in implementing this equal opportunity policy.

### **5.5 Disability Policy**

In line with our Equal Opportunities Policy, the Company is anxious to ensure that no employee is discriminated against on the grounds of a disability. As such, we have introduced a policy outlining the main implications of the current legislation and how the Company complies with its obligations under the Act. This policy can be found in the Employee Handbook.

### **5.6 Media Handling Policy**

A Director is the only person authorized to give statements about the Company or matters connected with the Company to reporters from the newspapers, radio, television etc.

Employees should not make unauthorised statements on any social media, internet site or social networking media. Any request from any representative of the media for information, statements or comment about the Company must be referred to a Director.

### **5.7 GDPR Policy**

All such personal information, whether held on computer, paper or other media, will be obtained, handled, processed, transported and stored lawfully and correctly, in accordance with the safeguards contained in GDPR. The following are the principles contained in the GDPR:

#### **GDPR principles**

1. Personal data should be processed fairly and lawfully.
2. Personal data shall be obtained only for one or more specific and lawful purposes and shall not be processed in any manner incompatible with those purposes.
3. Personal data shall be adequate, relevant and not excessive in relation to the purposes they are processed.

4. Personal data shall be accurate and, where necessary, kept up to date.
5. Personal data shall not be kept for longer than is necessary.
6. Personal data shall be processed in accordance with the individual's rights under the Act.
7. Appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of personal data and against accidental loss or destruction or damage to personal data.
8. Personal data shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures adequate levels of protection for the rights and freedom of individuals in relation to the processing of their personal data.

### **Purposes of obtaining data**

In order to fulfil individuals' contracts of employment, monitor sickness and performance, equal opportunity policies and otherwise administer the business, we will use and process personal information relating to you which we have obtained during your employment. Such information includes but is not limited to:

- a) Employment history.
- b) Personal circumstances.
- c) Educational qualifications.
- d) Sickness records.
- e) Medical records.
- f) Accident reports.
- g) Attendance records.
- h) Convictions.
- i) Performance appraisals.
- j) Disciplinary records.
- k) Ethnic or racial origins.
- l) Salaries.
- m) Benefits.



In most cases you have provided such information. In others, the information has been provided by your manager, other employees, external referees, or in the case of medical records, a doctor. We hold this personal data about you confidentially and will only disclose it to others where we are required to do so, e.g. to give information about your earnings to HM Revenue & Customs.

Sensitive data concerning employees, such as information about health, racial or ethnic origins, criminal convictions, trade union membership, political or religious belief, may come into our possession. No such data will be divulged to a third party without your permission, unless we have a specific legal requirement to process and allow others access to such data.

### **Accuracy of data**



It is important that any personal data held by us is accurate. You are required to inform the Company if you believe that your personal data is inaccurate or untrue or if you are dissatisfied with the information in any way.

### **Right to access information**

Under the legislation, you are entitled to have access to certain personal data held about you. If you require access, you should contact a Director. The request should be made in writing specifying the information required.

### **5.8 Protected Disclosure Policy**

The Company is committed to ensuring a culture of openness and accountability in which abuse, theft, fraud or other misconduct within the organisation by any employee is recognised and reported. You are encouraged to express any concerns you may have and the Company will respect any request you may make to preserve confidentiality as far as possible. If you raise concerns in good faith, you will be protected by the Company from reprisals or victimisation.

If you have concerns about possible abuse, theft, fraud, or other misconduct, you should bring the matter to the attention of a Director or a Director. Any employee with knowledge of abuse, theft, fraud or other misconduct who does not report this may be subject to disciplinary action. Anyone attempting to stop or discourage another employee from coming forward to express a serious concern will be subject to disciplinary action. Likewise, anyone who criticises or victimises an employee after a concern has been expressed will be subject to disciplinary action.

The complaint will be investigated and outside agencies may be involved as necessary. The results of the investigation will be relayed to you, whilst protecting the confidentiality of any others involved.

If you continue to have serious concerns after the investigation has been completed and feel that you need to contact an external agency, you may then do so. Please be aware that any employee who raises a concern with malicious intent or abuses this policy will be subject to disciplinary action.

### **5.9 Corporate Social Responsibility Policy**

This policy sets out our view of our corporate responsibilities for the environment and communities in which we operate and for the well-being of our staff, partners, and clients. Some of these responsibilities are spelled out in more detail in other documents.

Every person we work with and for makes important and unique contributions to the community, to their own organizations, and to our work. We appreciate and honour their diversity in every way it manifests itself and encourage diversity as basic in all our interaction with the community and with our partners, associates, employees and clients.

We acknowledge our responsibility to care for our employees, to provide them with meaningful employment through which they can support themselves and their families, and to do everything possible to ensure their ongoing workplace welfare, health, and safety.

We are committed to help provide our clients with a secure and safe environment, and attempt to safeguard their property, including intellectual property, just as much as we would protect our own.

## **6. Termination**

### **6.1 Termination of Employment**

The notice required to be given by either party to terminate the Contract of Employment of a person who has been continuously employed for at least 4 weeks is as follows:

- Not less than one weeks' notice for each year of continuous employment if the period of continuous employment is two years or more but less than twelve years.
- Not less than twelve weeks' notice if the period of continuous employment is twelve years or more.
- Not less than twelve weeks' notice if the period of continuous employment is twelve years or more.

### **6.2 Redundancy Policy**

If the Company, through the loss of orders or otherwise, has decided the requirements of particular post has diminished or is diminishing, it may be necessary to make the post redundant.

The Company does not operate a "last in first out policy". In the event of a post being made redundant, consideration will be given to the re-deployment of the Employee having regard to the nature of the post available, the qualifications and prior performance of the Employee.

Before a decision is made to terminate the employment on the grounds of redundancy, all available posts within a reasonable travelling distance of the Employees home address will be examined for possible redeployment. Hourly rates of pay may vary according to the new location.

Consultation between the Company and the staff will commence as early as it is practical and notice of the circumstances circulated accordingly.