

XKEYS LTD t/a XUK & MINI MINORS

WORKER HANDBOOK



INTRODUCTION

Welcome to our team. We would like to wish you every success during your engagement whether you recently joined us or whether you are a returner. We hope that your experience of working here will be positive and rewarding.

The success of XUK & Mini Minors depends largely on our employees and workers. Our staff team are ambassadors for Xkeys Ltd and we expect them to conduct themselves professionally at all times.

This Worker Handbook is designed both to introduce you to our organisation and to be of continuing use during your engagement.

We ask that you study carefully the contents of this Worker Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the main worker benefits that may be available to you and the policies and procedures relating to your engagement. If you require any clarification or additional information please refer to your line manager.

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your engagement or in your dealings with our clients, suppliers, contract workers, members of the public or with fellow employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

General amendments to the Worker Handbook will be issued from time to time.

Very best wishes,

Richard and Nick Bernstein, Directors.

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GENERAL RULES AND PROCEDURES

This section contains information relating to various rules and procedures. For the avoidance of any doubt the entire section is deemed to form part of your contract for services with us.

A) CHANGES IN PERSONAL DETAILS

You should notify us of any change of address, emergency contact etc., in order that we can contact them in an emergency and, if necessary, outside normal working hours. If anything changes regarding your suitability of working with children from the start of your employment, you must notify us immediately.

B) PROBATIONARY PERIOD

You join us on an initial probationary period of four weeks unless an alternative period was specified within your contract. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your engagement will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your engagement at any time with little or no notice.

C) MOBILITY

Although you may spend long periods on one site you must be prepared, whenever applicable, to work at any other of our sites. This flexibility is essential to the smooth running of our business.

D) STATEMENTS TO THE MEDIA

You must not make any statement to reporters from newspapers, radio, television etc. in respect of our organisation. Any enquiries should be directed to a director.

E) WASTAGE, DAMAGE AND LOSS

1. We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all our operations.
2. You are able to promote this policy by taking extra care in the pursuit of your normal duties to avoid unnecessary or extravagant use of our services, materials and machinery, etc.
3. Failure to comply with this policy may result in the termination of your contract.
4. Any damage to our vehicles, stock or property that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement.
5. Any loss to us that is the result of your failure to observe rules, procedures, or instructions, or is the result of negligent behaviour or unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss or to correct the work at your own expense.
6. In the event of failure to pay, we reserve the right to deduct such costs from any payment due.

F) WORKERS' PROPERTY AND LOST PROPERTY

No liability is accepted for any loss of, or damage to, property brought onto our, or our clients' premises. You are advised not to take any personal items of value to work or to leave any items at work overnight. Articles of lost property should be handed to a director or the Camp Manager who will retain them whilst attempts are made to discover the owner.

G) DRESS CODE POLICY

As you are liable to come into contact with customers and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. You should wear clothes appropriate to your responsibilities, and they should be kept as clean and tidy as possible at all times.

Tattoos should be covered up and jewellery/accessories must be kept to a minimum to maintain a professional image.

Uniform: Any XUK staff clothing should not be altered or modified in any way, XUK Staff t-shirts should be worn correctly at their full length XUK Staff uniform must be worn as the top layer at all times on the day camps and for residential camps when on trips, off site, on changeover days, and at any other times when specified by the management team. Lanyards must be worn at all times on site and off site when working.

Clothing: Clothing must always be appropriate for working with and around children. All clothing should be modest and provide full coverage of nipples and genitalia at all times. Staff must ensure that trousers/shorts/skirts are not see-through and should be sufficient in length to maintain a professional manner at all times. The buttocks and underwear should be completely covered. During the Saturday Talent show and Disco, staff should continue to dress in appropriate clothing suitable for active movement, club/going out wear may not be appropriate.

Activities: All staff must wear appropriate swimwear under a full-length t-shirt when in pool-based activities. Underneath the t-shirt swimwear should be suitable for active movement –leisure/beach wear may not be appropriate. T-shirts should not be seen through when wet, a dark coloured one is preferred. Staff should take appropriate measures to ensure that clothing does not become transparent in activities that involve water. Staff must wear appropriate and safe footwear for the activity they are running. Some jewelry will not be acceptable on the grounds of safety (e.g., sports, activities).

H) HOUSEKEEPING

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times. You must also ensure that where accommodation is provided this is kept clean and tidy at all times.

If you are in the process of transitioning, consider yourself as gender fluid or are non-binary, you will be placed in a dorm according to your birth sex.

When on Residential camps, you must be willing to share accommodation with other staff.

I) MAIL

All mail received by us will be opened, including that addressed to workers. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

K) TELEPHONE CALLS/ MOBILE PHONES

Telephones are essential for our business. Incoming personal telephone calls are allowed only in the case of emergency. Personal mobile phones should be switched off during working hours and must not be used to capture images without the explicit permission of the camp manager. Further details of our phones and camera policy can be found in the 'How staff can safeguard themselves and each other' policy.

L) BUYING OR SELLING OF GOODS

You are not allowed to buy or sell goods on your own behalf on our premises or those of our clients or during your working hours.

M) COLLECTIONS FROM WORKERS OR EMPLOYEES

Unless specific authorisation is given by a Director or the Camp Manager, no collections of any kind are allowed on our premises or those of our clients.

N) FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing personal calls can only be made with the prior permission of the Camp Manager. Personal mobile phones should be switched off during working hours.

O) PARKING

Where parking facilities have been made available to you on our premises you must ensure that you observe all of our traffic requirements e.g. speed limits, etc. To avoid congestion, all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to private vehicles, however it may be caused.

P) JOB DESCRIPTION

You have been provided with a job description of the position to which you have been appointed but amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

Q) OTHER POLICIES AND PROCEDURES

The organisation has a number of other policies and procedures that will have been explained to you during your induction. Copies of these will have been provided to you separately, are available on request from the office or on our website.

R) MOBILITY

Although you are usually based at one particular site it is a condition that you are prepared, whenever applicable, to transfer to any other of our sites within reasonable travelling distance on a temporary basis. This mobility is essential to the smooth running of our business. You may be required to work in other areas of the business as necessitated by the needs of the business and at the Manager's discretion. Your normal duties are as detailed in your Job Description and policies and procedures (available on our website or on request). In addition to your normal duties you may be required to undertake other duties from time to time at any of the Company's camps. This flexibility and mobility is essential in the smooth running of our business.

S) USE OF SOCIAL NETWORKING SITES

Any work-related issue or material that could identify an individual who is a customer/client or work colleague, which could adversely affect the company a customer/client or our relationship with any customer/client must not be placed on a social networking site. This means that work related matters must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment, mobile phone or PDA. Staff are prohibited from communicating with clients/children on any social networking sites during or after termination of your engagement.

T) RETURN OF OUR PROPERTY

On the termination of your engagement you must return all our property (including uniforms e.g. polo/ T shirts, mobile phones etc.), which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of this agreement.

U) SAFEGUARDING

Our primary role as an organisation, and yours as a member of our team, is to ensure the safety of the children that are in our care.

V) PROFESSIONAL CONDUCT WITH CAMPERS / PARENTS

- Staff must maintain professional boundaries with campers.
- Staff should show fairness in their treatment of children and avoid behaviours such as embarrassing or humiliating them, making jokes at their expense, discrimination, favouritism and sarcasm.
- Staff need to take care that they do not accept any gift/offer of hospitality that might be construed as a bribe by others, or lead the giver to expect preferential treatment. There may be occasions where campers or parents / carers wish to give a small token of appreciation to staff. Staff should never accept money.
- For information on physical contact with campers, please refer to the 'Physical Contact' section of our 'How staff can safeguard themselves and each other' and 'Physical Intervention & Restraint' policies.

W) THIRD PARTY INVOLVEMENT

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

X) RECORDING OF FORMAL MEETINGS

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

Y) DATA PROTECTION

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

We will process data in line with our privacy notices in relation to both job applicants, employees and workers.

You have several rights in relation to your data. More information about these rights is available in our "Policy on your rights in relation to your data". We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.

We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.

You are required to comply with all Company policies and procedures in relation to processing data. Failure to do

Z) USE OF COMPANY DATA

All workers are responsible for ensuring they comply with the General Data Protection Regulation at all times where they have access to any data belonging to the Company. Failure to adhere to the regulation could result in a data breach and therefore could lead to the termination of your engagement.

AA) SHARING PERSONAL BELIEFS AT WORK

We understand that people hold different views and opinions on different subjects at work, and so to avoid any unnecessary disagreement, you are not to share personal beliefs or views in the workplace especially when dealing with kids to avoid imposing such personal views on them and for the general purpose of maintaining a peaceful and tolerable work environment.

BB) SICK LEAVE, PAY AND CONDITIONS

Any sickness absence taken is paid in line with the current SSP scheme. No further payment is made by the Company in relation to periods of sickness absence.

Any absence, for whatever reason, must be reported at the earliest opportunity on the day in question to enable any necessary alternative arrangements to be made. Such notification should be made personally to [Manager]. If your sickness extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter.

CRIMINAL RECORD/DECLARATION INFORMATION

A) DISCLOSURE AND BARRING CERTIFICATE(S)

Your initial engagement is conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You may be required to undertake subsequent criminal record checks from time to time during your engagement as deemed appropriate by the company. In the event that such certificate(s) are not supplied your engagement with us will be terminated. Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

B) CONVICTIONS AND OFFENCES

During your contract, you are required to immediately report to the organisation any convictions or offences with which you are charged, including traffic offences. Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

C) POLICY STATEMENT ON THE SECURE STORAGE, HANDLING, USE, RETENTION AND DISPOSAL OF DISCLOSURES AND DISCLOSURE INFORMATION

1. As an organisation using the Disclosure and Barring Service (DBS) and/or Scottish Criminal Records Office (SCRO) Disclosure Service to help assess the suitability of applicants for positions of trust, we comply fully with the DBS/SCRO Code of Practice regarding the correct handling, use, storage, retention and disposal of disclosures and disclosure information. We also comply fully with its obligations under the Data Protection Act.
2. Disclosure information is never kept in an applicant's personnel file. It is always kept separately and securely in lockable, non-portable storage containers with access strictly controlled and limited to those who are authorised to see it as part of their duties in accordance with Section 124 of the Police Act 1997. We maintain a record of all those to whom disclosures and disclosure information has been revealed and we recognise that it is a criminal offence to pass the information to anyone who is not entitled to receive it.
3. Disclosure information is only used for the specific purpose for which it was requested.
4. Once a recruitment (or other relevant) decision has been made, we do not keep disclosure information for any longer than is absolutely necessary in order to allow for the consideration and resolution of any disputes or complaints. Where appropriate, the DBS/SCRO will be consulted and full consideration will be given to the data protection and human rights of the individual.
5. Once the retention period has elapsed, we will ensure that any disclosure information is immediately destroyed by secure means, i.e. by shredding, pulping or burning. While awaiting destruction, disclosure information will not be kept in any insecure receptacle (e.g. a waste bin or confidential waste sack). We will not keep any photocopy or other image of the disclosure or any copy or representation of the contents of the disclosure. However, we may keep a record of the date of issue of the disclosure, the name of the subject, the type of disclosure requested, the post for which the disclosure was requested, the unique reference number of the disclosure and the details of the recruitment (or other relevant) decision taken.

D) DECLARATION

Members of staff working in relevant child-care provisions are required to provide information concerning personal disqualification and/or if they live in the same household as a disqualified individual. Initial employment will be conditional upon the completion of the 'Declaration Regarding Suitability to Work with Children' form. Further checks will be carried out on an annual basis however if you or anyone in your household becomes disqualified between annual checks this should be brought to the attention of your Manager. If a positive declaration is made, you will be removed from the relevant setting and OFSTED will be notified as soon as reasonably practicable. An application can be made to waive your disqualification but, whilst a waiver application is under consideration, you cannot work in the relevant settings. Where a waiver is not granted, your agreement may be terminated.

SECURITY

A) RIGHTS OF SEARCH

1. We have the contractual right to carry out searches of workers and their property (including vehicles) whilst they are on our premises or business.
2. If you should be required to submit to a search, if practicable you will be entitled to be accompanied by a third party to be selected from only someone who is on the premises at the time a search is taking place. This right also applies at the time that any further questioning takes place. You may be asked to remove the contents of your pockets, bags, vehicles, etc.
3. Whilst you have the right to refuse to be searched, such refusal will constitute a breach of contract, which could result in your dismissal.
4. We reserve the right to call in the police at any stage.

B) CONFIDENTIALITY

1. All information that:
 - a. is or has been acquired by you during, or in the course of your engagement, or has otherwise been acquired by you in confidence,
 - b. relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort, and
 - c. has not been made public by, or with our authority,shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your contract, disclose such information to any person without our prior written consent.
2. You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your engagement with us, or at any other time upon demand, return to us any such material in your possession.

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

C) USE OF COMPUTER EQUIPMENT.

In order to control the use of the company's computer equipment and reduce the risk of contamination the following will apply:

- a. only authorised individuals are allowed access to the company's computer equipment.
- b. the introduction of new software must be checked and authorised. You cannot introduce new software of any kind without approval from a Director or the Camp Manager.
- c. only authorised software may be used on the company's computer equipment.
- d. only software that is used for business applications may be used.
- e. you may not bring software onto or remove it from the company's premises without prior authorisation from a Director or the Camp Manager.
- f. unauthorised access to the computer facility may result in termination of engagement.
- g. unauthorised copying and/or removal of computer equipment/software will result in the termination of your contract.

D) VIRUS PROTECTION PROCEDURES

In order to prevent the introduction of virus contamination into the software system the following must be observed:

- a. unauthorised software including public domain software, magazine cover disks/CDs or Internet/World Wide Web downloads must not be used.
- b. all software must be virus checked using standard testing procedures before being used.

HEALTH, SAFETY, WELFARE AND HYGIENE

A) HEALTH AND SAFETY

1. Your Manager will advise you of the health and safety requirements and any hazards associated with your responsibilities.
2. We will provide all protective clothing necessary to your job role.
3. You must not take any action that could threaten the health or safety of yourself, other workers, employees, customers or members of the public.
4. You should report all accidents and injuries at work, no matter how minor, in the accident book or accident reports, which can be obtained from a Director or the Camp Manager.
6. The display of body piercing e.g. eyes and ears, lips etc. is not condoned by the company but each case will be considered on its merit and appropriate risk assessments carried out for the area of work. An example would be conflict with the wearing of Personal Protective Equipment. It must be stressed however that Health and Safety concerns will always take precedence over personal appearance.
7. You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.
8. You should ensure you are reading instructions and know how to use the equipment provided before going ahead with any task, this is to ensure everyone is kept safe.

B) REFRESHMENT MAKING FACILITIES / REST ROOM

We provide refreshment making facilities and a rest room for your use, which must be kept clean and tidy at all times and may only be used during authorised breaks.

C) SMOKING POLICY

As it is our responsibility to ensure your welfare at work, we operate a no smoking policy within our sites, which must be observed at all times, this includes the use of E-cigarettes/vaping.

D) ALCOHOL & DRUGS POLICY

1. We do not permit alcohol on site when our service users are in attendance, when our service users are not in attendance alcohol may only be brought on site with prior permission from your Manager. We do not permit non-prescription drugs on site at any time. If you do have any prescription drugs you should inform the Director or Camp Manager immediately you arrive on site, who will advise you on company procedures.
2. Under legislation we have a duty to ensure, so far as is reasonably practicable, the health and safety and welfare at work of workers and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our workers and employees.
3. If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to further action and, dependent on the circumstances, this may lead to the termination of your contract.

E) GENERAL HYGIENE RULES

1. Any exposed cut or burn must be covered with a first-aid dressing.
2. If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
3. Contact with any person suffering from an infectious or contagious disease must be reported before commencing

work.

F) HYGIENE RULES FOR FOOD HANDLERS

1. You must wash your hands immediately before commencing work and after using the toilet.
2. Any cut or burn on the hand or arm must be covered with an approved visible dressing.
3. Head coverings and overalls/uniforms, where provided, must be worn at all times.
4. No jewellery should be worn, other than wedding rings, without the permission of your Manager.
5. You should not wear excessive amounts of make-up, perfume or nail varnish.
6. If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your doctor.
7. Contact with any person suffering from an infectious or contagious disease must be reported and you must have clearance from your own doctor before commencing work.
8. You must report to your Manager before commencing work.

G) MEDICATION

If you [as a practitioner] are taking medication which may affect your ability to care for children you must seek medical advice and inform us immediately of any medication you are taking and the medical advice that has been given. It is fundamental that practitioners only work directly with children if medical advice confirms that the medication is unlikely to impair that staff member's ability to look after children properly.

H) WELFARE

Your role is physically & mentally demanding and you need to ensure that you are fit and capable to meet these demands in full. If, for any reason, you feel you may not be able to carry out your duties, you must discuss this with your Manager, who will discuss potential solutions with you.

EQUAL OPPORTUNITIES POLICY

A) STATEMENT OF POLICY

1. The company recognises that discrimination is unacceptable. Equality of opportunity is a feature of our practices and procedures and we operate a formal equal opportunities policy. Breaches of the policy will lead to investigation and, if appropriate, further action.
2. The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
3. The company will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all workers and made known to all applicants for work.
4. The policy will be communicated to all contractors reminding them of their responsibilities towards equality of opportunity.
5. The company will maintain a neutral working environment in which no worker feels under threat or intimidated.

B) RECRUITMENT AND SELECTION

1. The company will endeavour, through appropriate training, to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
2. A consistent, non-discriminatory approach to the advertising of vacancies will be adopted.
3. Recruitment will not be confined to areas or media sources that provide only, or mainly, applicants of a particular group.
4. All applicants who apply for work will receive fair treatment and will be considered solely on their ability to do the work.
5. All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related work requirements and do not unlawfully discriminate.
6. Interview questions will be related to the requirements of the work and will not be of a discriminatory nature.
6. A worker will not be disqualified because they are unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the work.
8. Selection decisions will not be influenced by any perceived prejudices of other staff.

DISCRIMINATION/HARASSMENT COMPLAINTS POLICY AND PROCEDURE

A) INTRODUCTION

- 1) Harassment or victimization on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
- 2) Discrimination and personal harassment can take many forms but, whatever form they take, they are unlawful under the Equality Act 2010 and will not be tolerated.
- 3) This policy will be reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness.

B) POLICY

We deplore all forms of discrimination and harassment and seek to ensure that the working environment is sympathetic to all those who work for us. This includes employees, workers, agency workers, volunteers and contractors in all areas of our Company, including any overseas sites.

C) DEFINITIONS

Harassment

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

Unwanted conduct can include:

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

Sexual harassment

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

- a) sexual comments or jokes
- b) displaying sexually graphic pictures, posters or photos
- c) suggestive looks, staring or leering
- d) propositions and sexual advances
- e) making promises in return for sexual favours
- f) sexual gestures
- g) intrusive questions about a person's private or sex life or a person discussing their own sex life
- h) sexual posts or contact on social media
- i) spreading sexual rumours about a person
- j) sending sexually explicit emails or text messages, and
- k) unwelcome touching, hugging, massaging or kissing.

Less favourable treatment for rejecting or submitting to unwanted conduct

This occurs when:

- a) someone is subjected to unwanted conduct:
 - i) of a sexual nature
 - ii) related to sex, or
 - iii) related to gender reassignment
- b) the unwanted conduct has the purpose or effect of:
 - i) violating their dignity, or
 - ii) creating an intimidating, hostile degrading, humiliating or offensive environment for them, and
- c) they are treated less favourably because they submitted to, or rejected the unwanted conduct.

D) CIRCUMSTANCES WHICH ARE COVERED

- 1) This policy covers behaviour which occurs in the following situations:
 - a) a work situation
 - b) a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch or social event with others who work for us;
 - c) outside of a work situation but against someone else who works for us or other person connected to the Company, including on social media;
 - d) against anyone outside of a work situation where the incident is relevant to their suitability to carry out the role.

E) COMPLAINING ABOUT DISCRIMINATION/PERSONAL HARASSMENT

1) Informal complaint

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

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

2) Formal complaint

Where the informal approach fails, or if the discrimination/harassment is more serious, you should bring the matter to the attention of [Senior Manager] as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the discrimination/harassment so that the written complaint can include:

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

The person dealing with the complaint will carry out a thorough investigation. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be treated as a serious matter.

On conclusion of the investigation, which will normally be within ten working days of receipt of your complaint, the decision of the investigator, detailing the findings, will be sent in writing to you.

F) GENERAL NOTES

- 1) If the decision is that the allegation is well founded, the discriminator/harasser will be liable to disciplinary action in accordance with our disciplinary procedure (if the person is an employee of the Company). If the discriminator/harasser is a worker then similarly fair procedures will be adopted before any decision is taken to reprimand the individual or terminate their engagement.
- 2) If you bring a complaint of discrimination/harassment you will not be victimised for having brought the complaint.

However if it is concluded that the complaint is both untrue and has been brought with malicious intent, you will be liable to termination of your engagement.

G) THIRD PARTY HARASSMENT

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

- 3) In order to prevent third party harassment from occurring, we have:

THE FOLLOWING ARE EXAMPLES - INCLUDE AS PER CLIENT'S INSTRUCTION/INDUSTRY

- a) Attached signage to the walls of the areas within the workplace where customers are present to warn that harassment of our staff is not acceptable

Should you be subjected to third party harassment, you are encouraged to report this as soon as possible to [Senior Manager].

Should a client or customer harass a member of our workforce, they will be warned that continued provision of our service to them will cease if they are to act in a similar way again. Should their behaviour recur, they will be informed that our service to them will cease. Any criminal acts will be reported to the police, and we will share information relating to the incident with our other branches to ensure that we maintain a consistent approach to the cessation of our services.

WHISTLE-BLOWERS

A) INTRODUCTION

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

B) QUALIFYING DISCLOSURES

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

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

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

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

C) THE PROCEDURE

1) In the first instance you should report any concerns you may have to a Director or Camp Manager who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.

2) If you do not report your concerns to a Director or Camp Manager you should take them direct to the appropriate organisation or body.

D) TREATMENT BY OTHERS

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