

vermont

Employee Handbook

Contents

Table of Updates.....2
Introduction3
Welcome4
Death in Service.....8
Sickness Absence and Lateness Policy.....9
Bereavement Leave 14
Maternity Policy 15
Paternity Policy..... 21
Shared Parental Leave Policy 28
Disciplinary Policy..... 37
Capability Performance Procedure 40
Grievance Procedure..... 44
Dignity at Work..... 46
GDPR Policy (Incorporating Monitoring Policy) 48
Expenses Policy 53
Email and Internet Policy 54
Mobile Phone Policy..... 56
Equality, Diversity & Inclusion Policy 58
Flexible Working 61
Health and Safety Policy..... 64
Driving Policy..... 65
Environmental Policy 66
Wastage Policy 67
Rights of Search 68
Training Policy 69
Social Media Policy 71
Professional Integrity and Conduct..... 76
Business Ethics Policy 77
Anti-bribery and Corruption 79
General Complaints Procedure 80
Reference Policy 85
APPENDICES 87
APPENDIX A - Notification of Intention to take Maternity Leave..... 87
APPENDIX B - Application for Paternity Leave Form 88
APPENDIX C - Form FW(A): Flexible working application form..... 90
APPENDIX D - Notification of Intention to take Adoption Leave..... 93
APPENDIX E- Shared Parental Leave Request Form & Declarations 94

Table of Updates

Description of update/change	Date	Owner
Updated handbook	24/9/2021	Hybrid HR
Updated handbook V2	16/11/2022	Hybrid HR
Updated handbook V3 update regarding death in service.	27/7/2023	Hybrid HR
Updated handbook V3 update regarding changes to flexible working, maternity and paternity leave.	11/03/2024	Hybrid HR

Introduction

If you're a new employee of Vermont Property Group Limited (including Vermont Construction (Manchester) Limited), we would like to take this opportunity to welcome you and we hope that your period of employment with us will be a long and enjoyable one and that you will grow with our Company.

This handbook has been designed with you in mind, to help you understand the mutual expectations and rights of you and Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) and how we operate. It should be used as a tool of reference, to inform and guide you through your employment journey. It is therefore important that you familiarise yourself with its contents and we have set out a snapshot of the key information that we think you need to know from your first day.

From time to time, as Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) evolves and employment legislation changes, we will update and amend the policies and procedures and inform you as such. This handbook is non-contractual, and your main terms and conditions are set out in your contract of employment. We encourage you to notify your line manager or a Director immediately of any issues or concerns that may arise with the view to finding a mutually satisfactory, informal resolution.

We hope that you find our Company an exciting and challenging place to work and that you will make a significant contribution towards its continued success. In return, we pledge to reward you and support your growth both personally and professionally.

Welcome

Welcome to Vermont Property Group Limited (including Vermont Construction (Manchester) Limited).

The ultimate aim of Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) is to provide levels of service and attention that will by far exceed that of our competitors and to so this we need your help. The success of any Company and that of its employees depends very largely on the employees themselves, and so we look to you to play your part as we shall continue to play ours.

We will apply employment policies which are fair, equitable and consistent with the skills and abilities of our employees and the needs of the business. You have a duty to assist us in implementing these policies to ensure that all employees are accorded equal opportunity for recruitment, training and promotion and, in all jobs of like work, on equal terms and conditions of employment. We will not condone any discriminatory act or attitude in the conduct of our business with the public or our employees.

We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our policies and procedures, it also contains a great deal of helpful information.

We welcome you and express our sincere hope that you will be happy here in our team and enjoy working for Vermont. We truly value each one of our staff members and we will welcome your feedback and help to create a great place for us all to work.

Chris Gallagher
Managing Director

CONTRACT OF EMPLOYMENT

All staff will be issued with a contract of employment on or before their first day of employment with Vermont Property Group Limited (including Vermont Construction (Manchester) Limited). This will outline the main terms and conditions of your employment and you are contractually bound to those terms. You should notify your line manager if you have any questions relating to any of the clauses within your contract. Any breaches of your contractual obligations could lead to disciplinary action, up to and including dismissal. Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) reserves the right to make changes to your main terms and conditions in accordance with the needs of the business and you will be fully consulted with before changes are made.

RIGHT TO WORK EVIDENCE

All employees are required to provide evidence of their right to work in the UK. This is a legal requirement, and you are unable to commence employment without this. Original documents must be provided which we will take copies of and return to you immediately, photocopies or photos of your documents are not accepted. A list of accepted documents can be provided to you upon request if you are unsure.

DRESS CODE

The dress code is in keeping with the nature of the Company and your position within the Company. If you are provided with a branded Polo shirt you must wear it at all times.

ABSENCE AND LATENESS

If you are unable to attend for work, you must call your line manager as soon as possible but no later than 1 hour before your expected start time, notifying of the reason for the absence. You must call your line manager again before the end of the working day to confirm when you expect to return. If you are going to be late for work, you must call your line manager to notify them as soon as you are aware.

Please note: You must report the absence yourself and text messages or emails are not permitted. For further information, please refer to the Sickness Absence & Lateness Policy.

BREAKS

You are entitled to a 30-minute unpaid break if your working day exceeds 6 hours. Breaks must be taken at times convenient to Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) and you are responsible for ensuring that you take your break during each working day.

HOLIDAYS

Your annual leave entitlement is outlined in your contract of employment. The Company's holiday year runs from 1st January to 31st December. You should submit holiday requests by completing the holiday form and e-mailing it and a calendar invite to HR and we recommend that you don't make any firm plans or bookings until your request has been approved. We will always endeavour to approve your request, however, where this is not practicable for the needs of the business, you may be asked to choose alternative dates. For further information, please refer to the Annual Leave Policy.

COMPANY PROPERTY

Employees are not permitted to remove from the Company's premises any electronic information, tools, materials or other Company property without prior permission. Any breach of this rule will render the employee liable to disciplinary action and will be treated as gross misconduct.

PERSONAL PROPERTY

The responsibility for the safety of your personal possessions is with you and you should ensure that you store any personal items appropriately. Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will not accept financial liability for any possessions lost or stolen on its sites.

DISCIPLINE AND GRIEVANCE

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) take all disciplinary and grievance matters seriously and will handle them appropriately and in line with relevant legislation. Where appropriate, we will attempt to resolve issues informally. Please refer to the Disciplinary and Grievance policies for further information about the Company's procedures.

CHANGE IN PERSONAL DETAILS

You are required to notify us of any change of address, telephone number, bank details etc. in order that we can maintain accurate information on our records, and can contact you in an emergency, if necessary, outside normal working hours.

CONFIDENTIAL

Any information relating to a client or customer of the Company is strictly confidential and must not be divulged to a third party. In certain cases, this could lead to disciplinary action up to and including dismissal. You should refer to your contract of employment for further details on what constitutes confidential information.

BUILDING ACCESS AND FACILITIES

The buildings are accessible from 8.30am and open until 5.30pm. There are kitchen and toilet facilities on site.

MATERNITY/PATERNITY/ADOPTION

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will support employees on your journey to becoming a family and when your bundle of joy arrives. We will always fulfil our obligations in

accordance with the relevant statutory provisions for leave & pay. For further information, please refer to the Maternity, Paternity and Adoption policies.

SOCIAL MEDIA

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) is happy for employees of Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) to state where they work and positively promote its image. However, there are some guidelines that you must adhere to, and you should read the Social Media policy before you post any information or material relating to Vermont Property Group Limited (including Vermont Construction (Manchester) Limited). Employees who post directly on behalf of Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) should also adhere to the guidelines set out in the Social Media policy.

UNAUTHORISED WORK

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) 's time, materials, transport, or equipment must not be used for work not authorised by a director or manager. Employees carrying out unauthorised work will be liable to be disciplined.

INVENTIONS/DISCOVERIES

Under the terms of the Patents Act 1977, an invention or discovery, made by you will become our property if it was made in the course of your normal duties or in the course of duties specifically assigned to you, and at the time of making the invention, because of the nature of the duties and the responsibilities arising from those duties, you have a particular obligation to further our interests.

Death in Service

As part of your terms and conditions, Vermont Property Group offers Death in Service via an insurance policy which is purchased by the Company to all members of staff. This operates from day 1 of your employment up to an employee's 70th birthday, due to the insurance provider's criteria.

At the start of your employment you will be asked who you would like to be the beneficiary/beneficiaries of this policy to be. If you wish to change this at any point, you must notify HR by e-mail so that the changes can be made to your nominated beneficiaries.

Sickness Absence and Lateness Policy

Introduction

In managing sickness absence, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will be sympathetic in cases of genuine illness but like all Company's, has limited resources. The policy is designed therefore to cope with most situations, but unfortunately Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) cannot undertake to support indefinitely those who need prolonged periods of time off. This policy does not confer a contractual right on the employee and any benefits under it are entirely at management discretion.

Sickness Absence

"Sickness" is defined as incapacity to carry out the duties and responsibilities which the employee is contractually obliged to do because of their own illness or accident.

This policy therefore applies to absence caused by personal illness or accident, not to the need to take time off work because of the illness or accident of others, e.g., children or partners.

The Procedure to Follow

Notification

Should you be too ill to come to work, you should telephone your line manager or HR as soon as possible, and by no later than 9.00am. Please note texting/emailing is not permitted. We understand that your reason for absence can be personal and sensitive.

If your incapacity lasts for more than one day, unless you have submitted a doctor's certificate, you should telephone every other day to keep Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) aware of progress.

Time off for elective cosmetic procedures or surgery

If you wish to undergo any elective cosmetic procedure or surgery that requires time off work you should arrange to do this using annual leave, subject to the usual agreement with your Line Manager. It may be that, subject to the appropriate levels of agreement, a combination of annual and unpaid leave can be agreed. Any subsequent time off because of such procedures or surgery that is supported by a medical certificate may qualify for paid sickness absence.

On your return to work

When you return to work, you should report to your Manager before you begin work. They will ask you about your illness and how well you have recovered. They will also ask you to complete a self-certification for the first seven days of illness. They need to countersign this if you are to receive any sick pay for which you may be eligible. No matter how short your period of sickness, it must be covered by a self-certificate and/or doctor's certificate.

You will not be asked to provide a 'Fit To Work' certificate for the first 7 days that you are sick. However, to receive SSP you must complete a self-certificate.

This is form SC2 which you can get from your GP's surgery, your nearest HM Revenue & Customs office or HM Revenues and Customs website.

Please note: The seven days includes those days on which you do not normally work, e.g., weekends and public holidays.

If you have been absent for more than seven days (including weekends and public holidays), you should bring with you a certificate from your doctor. This should explain the nature of your illness and confirm that you are fit to return to work. The Company will accept a Return-to-Work Plan from the Fit for Work Scheme as evidence of sickness absence in lieu of a Fit Note.

Long-term Sickness

While Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) is concerned to assist employees who are sick, unfortunately we cannot offer indefinite support. Your line manager will keep in regular contact with you whilst you are absent due to sickness. The regularity with which this is done will be determined by the individual circumstances but on average it is suggested that this be done weekly. Equally, you have a responsibility to ensure that your line manager is aware of your health issues and progress. We will discuss with you your likely return to work date and what you may be well enough to do in the way of work duties.

If necessary, they will ask your permission to approach your doctor or ask you to see a specialist of their choosing. If it appears that it may be a long time before you will be able to work again or that you are not medically capable to return to full duties, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will formally manage your absence and it is possible that a potential outcome of this process is that your employment will be terminated.

Should this happen, you will receive pay in lieu of your contractual or statutory notice period, whichever is the longer, and any outstanding holiday pay.

You should feel free to re-apply to join Vermont Property Group Limited (including Vermont Construction (Manchester) Limited), once you are fit to return to work.

Sickness absence and holidays

An employee cannot go on recuperation leave (i.e., Holiday) whilst off sick, without the express permission of Vermont Property Group Limited (including Vermont Construction (Manchester) Limited). Any requests will be treated sympathetically provided they are supported by the appropriate medical documentation confirming the beneficial effects to the employee's recovery. If your holiday leave is approved, you will receive your normal salary during this period of leave.

If you fall sick during annual leave you may request to take the annual leave at another time. All such requests must be in writing and be supported by a medical certificate from Day 1, including if necessary, a certificate from a doctor consulted whilst on holiday. Unless there are exceptional circumstances you must also contact your manager on the first day that you fall ill and remain in contact as requested afterwards. In these cases, you must attend a return-to-work interview with your manager when you return to work.

Disabilities

If your illness leaves you in a mental or physical condition which falls within the definition of the Equality Act, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will make reasonable adjustments to your job to enable you to carry on working.

If effective reasonable adjustments cannot be made, dismissal may have to take place. The dismissal will be on the grounds of ill health capability and will be conducted in accordance with the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s Disciplinary Procedure.

The employee will be expected to seek any assistance available to offset any costs of adjustments or additional expenses to Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) i.e., funding which may be available.

Pay While Off Sick

Statutory Sick Pay

All employees have a right to statutory sick pay (SSP), providing that they earn more than the lower earnings level (LEL). The LEL is the amount you would need to earn before you start paying NI contributions.

SSP is not however payable for the first three qualifying days of absence. (A qualifying day is a day on which you are normally expected to work under your contract.)

There is a limit of 28 weeks' SSP in any one period of sickness or linked periods. Periods of sickness are said to be linked if the second period starts within eight weeks of the end of the first period.

An employee who is absent because of an accident outside of work will not be entitled to receive any allowance above SSP if damages might be receivable from a third party. If any payments/allowances are made above SSP, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will seek to recover these payments/allowances from the employee or the third party on settlement of any claim.

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) reserves the right to refuse to pay sick pay (including SSP) if it has reasonable cause to think that you are not genuinely sick, or if it has cause to believe that you are abusing the sick pay scheme. This will also be considered a disciplinary matter which could include sanctions up to and including dismissal.

Employees who are off sick from Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) are not allowed to undertake any other employment or voluntary work whilst in receipt of sickness benefits from Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) (including SSP). An employee is not expected to do anything that is not consistent with being unfit for work or which delays their return to work.

Company Sick Pay

Following successful completion of any probationary period and provided that you have complied with the Company's sickness and absence and reporting process, the Company will pay Company Sick Pay (for up to a maximum of 12 weeks in any 12-month rolling period) which will equate to your full salary and will incorporate the Statutory Sick Pay (SSP) amount in place at the time. You will be paid company sick pay as follows:

- i. Full sick pay for the first four weeks of any sickness in any 12-month rolling period or due to one cause; and
- ii. For the following eight weeks you will receive eight weeks' half your basic salary (which will include any allowance of SSP) in any 12-month rolling period or due to one cause;

Medical/Dental Appointments

Medical and dental appointments should be arranged in an employee's own time unless there is an emergency requirement to attend during working hours. If non-emergency appointments with a GP or dentist should occur during the working day or shift, this should be at the beginning or end of the shift. Documentary evidence confirming the appointment may be requested by your manager.

Where an employee can show that he or she is unable to get an appointment outside working hours or at the start or end of a shift, it is at the discretion of the manager to allow reasonable paid time off for the appointment.

Ante-Natal Clinics

Female employees are allowed time off with pay to attend ante-natal clinics upon presentation of their appointment card and only for the time to travel to/from (if in normal work time) and the appointment period. Employees should notify the Company of their antenatal appointments at least 48 hours in advance. Partners of a pregnant lady are allowed time off unpaid to attend 2 antenatal appointments.

Magisterial Duties

Employees who are magistrates are allowed reasonable time off without pay to undertake their magisterial duties. Employees who are granted such time off for these purposes shall receive the allowance payable by the Magistrates Court Committee.

Jury Service

Reasonable time off, without pay, is granted to employees for this purpose. Employees must claim loss of earnings' allowance from the Courts.

Court Witness

Only employees who are witnesses for the Company will be allowed time off with pay. Time off, without pay, may be granted for any other type of witness duty.

Members of a local authority

Employees who are elected to serve as Members (i.e., Councillors) with a Local Authority shall be granted reasonable time off, without pay, to allow them to perform their duties in that capacity and that they be allowed to retain in full, any attendance allowances paid to them as a result.

Time off for dependents

An employee may be entitled to take a reasonable amount of unpaid time off during working hours to take action that is necessary to provide help to your dependants. A dependant could be a spouse, partner, child, grandchild, parent, or someone who depends on you for care. This time off is intended to deal with unforeseen matters and emergencies only and not a situation you had prior knowledge of, for example you would not be covered if you wanted to take your child to hospital for a prearranged appointment. Should you require time off for dependants you should inform your line manager at the earliest opportunity. Please note requesting time off by text/email is not permitted. The Company will monitor any time off and should it have any concerns these will be discussed with you. If you are found to be abusing this right, disciplinary action may be taken.

For staff who have caring responsibilities for a dependent with long-term care needs, from 6th April 2024, staff will be entitled to one week's unpaid carers' leave in any 12-month period.

Parental Leave

Parental leave is a right that allows parents to be absent from work for the purpose of caring for a child. Parents can use it to spend more time with children and strike a better balance between their work and family commitments. This right came into force on 15th December 1999.

Key Features

- * The rights apply for children born after 15th December 1999, and children under 18 adopted after that date.
- * The rights apply to natural and adoptive parents.
- * Employees must have one year's service to qualify.
- * The entitlement is up to 18 weeks leave per parent per child up to the age of 18.
- * The Employee will remain employed during parental leave, but it will be unpaid and the only terms and conditions that will continue are those relating to good faith and confidentiality.
- * At the end of the leave the Employee is entitled to his or her own job back (or one of the same or better status if it is not possible to be employed in a previous job).
- * Part-timers will receive pro-rated parental leave.
- * Employees taking parental leave are protected from detriment and unfair dismissal

How the Scheme Works

- * In blocks of one week at a time up to a maximum of 4 in any year (per child).
- * In blocks of one day or multiples of one day if leave is to care for a disabled child (up to a maximum 4 weeks in a year).
- * The employee must give at least 21 days' notice of start and finish dates (not necessarily in writing).

- * The Company has the right to postpone leave for up to 6 months for business reasons unless the leave is to take place immediately after birth or adoption.

Bereavement Leave

It is recognised that an employee may need leave of absence due to the death of a spouse, child, brother, sister, parent, legal guardian, or mother/father-in-law. In these circumstances an employee will be allowed up to 5 working days' paid bereavement leave, subject to the employee notifying the Company as soon as practicable of their request for leave subject to discretion of the Management. Permission for bereavement leave will not be withheld unreasonably. Note: The terms 'spouse' includes common law relationships established as next of kin.

Jack's Law

Parents who suffer the devastating loss of a child will be entitled to 2 weeks' statutory leave. Employees' will be able to take the leave as either a single block of 2 weeks, or as 2 separate blocks of one week each taken at different times across the first year after their child's death. Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will endeavour to support any employees as much as possible during this devastating time and employees should notify HR of any additional help they may require during this period.

The right to Parental Bereavement Leave (PBL) will apply to all employed parents who lose a child under the age of 18 or suffer a stillbirth (from 24 weeks of pregnancy), irrespective of how long they have been with their employer (the leave is a 'day-one' employment right).

Parents with at least 26 weeks' continuous service with their employer and weekly average earnings over the current lower earnings limit will also be entitled to Statutory Parental Bereavement Pay (SPBP), paid at the weekly statutory rate, or 90% of average weekly earnings where this is lower. SPBP will be administered by employers in the same way as existing family-related statutory payments such as Statutory Paternity Pay.

Maternity Policy

This policy sets out the rights and responsibilities of employees who are expecting babies, the help and support Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will give them, and the law which provides the foundation for issues about pregnancy and maternity.

As soon as you know that you are pregnant, you should notify your manager (Please complete Maternity Form Appendix A). This is in your own interests and ensures that we can take any necessary steps to look after your health and safety and that of your baby.

Early notice also allows us to let you know what your rights will be to maternity leave and pay. When telling us that you are pregnant, it would be helpful if you could obtain evidence of your expected week of childbirth from a registered medical practitioner as soon as possible and give it to your manager.

Employee's Maternity-related Rights

Once you are pregnant you have certain rights under the law, some of which depend on how long you have been employed by Vermont Property Group Limited (including Vermont Construction (Manchester) Limited). These rights are as follows:

- The right to (paid) time off work for antenatal care
- The right not to be dismissed on account of pregnancy or maternity leave
- The right to be suspended on full pay if your pregnancy makes you unable to carry out your normal job and alternative work is not available
- The right to be paid statutory maternity pay (subject to qualifying conditions)
- The right to take maternity leave and return to work

These rights are available to all female employees, regardless of whether they work full or part-time.

The Right to (paid) time off work for antenatal care

If you are pregnant, you are entitled to reasonable paid time off for antenatal care, irrespective of your length of service or the number of hours you work. This applies to appointments made for you by your doctor or a midwife. Such time off will be on full pay. You will not be required to make up the hours lost. You should give your manager as much notice as possible, but a minimum of 48 hours (except in the case of emergency appointments), of your appointments and, after the first one, should show them the appointment card from the hospital or clinic.

The right not to be dismissed on account of pregnancy or maternity leave

You have the right not to be dismissed or discriminated against for any reason connected with your pregnancy or maternity leave.

The right to be suspended on full pay if unable to carry out normal duties where there is no other suitable alternative work available

If, following an assessment of your condition and the work that you are normally expected to do, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) agrees that you are unable to carry out your usual work, it will either try and make amendments to the work or working conditions, or, if this

is not possible, look for suitable alternative work for you. This will only be necessary where the work may cause harm to you/your baby. It is possible that any readjustments of your work may last until you take maternity leave. If, despite its best efforts, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) cannot find suitable work for you to do, you will be suspended from work on full pay until the risks to you/your baby's health has passed or suitable alternative work becomes available.

These provisions do not apply where your doctor has signed you off sick, but only where you are able to come to work but unable to carry out your particular job duties.

If you are suspended in these circumstances, you will still retain your entitlement to statutory maternity pay (if eligible) and your right to return to work after maternity leave.

The right to receive statutory maternity pay

You will be eligible for statutory maternity pay (SMP) if you have at least 26 weeks' continuous service by the end of the 15th week before the expected week of childbirth (EWC) ("the qualifying week"), and average weekly earnings in the eight weeks up to and including the qualifying week of at least the lower earnings limit for Class 1 National Insurance contributions.

If you qualify for SMP, it is usually paid for a period of up to 39 weeks. Rates are fixed by law and are subject to tax and National Insurance deductions. Full details of the rates of SMP and how and when it may be paid may be obtained from your manager.

Maternity pay is divided as follows:

Length of Employment	Entitlement
More than 26 weeks' employment at the qualifying week and sufficient NI contributions paid.	<p>Entitlement to Statutory Maternity Pay for 6 weeks will be at 90% of your usual earnings or the lower earnings limit (whichever is the lower).</p> <p>The remaining 33 weeks will be paid at the statutory rate in place at the time (subject to the caveat below for staff with more than 12 months' service).</p>

For staff with more than 12 months' service (as at the date of notification to the Company of pregnancy)

Following the first 6 weeks of maternity pay as outlined above, the Company will pay **double** the rate of statutory maternity pay for the next 20 weeks. The final 13 weeks will be at the normal statutory maternity pay rate of in place at the time. The Company will also continue to pay employer pension contributions at the same rate prior to the start of your maternity leave.

The right to take maternity leave and return to work

All pregnant employees have the right to take maternity leave and then return to work. This period is known as ordinary maternity leave (OML). This right applies to all female employees regardless of their length of service or the number of hours they work per week.

All pregnant employees are entitled to take up to 52 weeks' maternity leave (i.e., 26 weeks of OML plus 26 weeks' additional maternity leave (AML)) and then return to work after the end of their AML. This right applies to all female employees regardless of their length of service or the number of hours they work per week. During this statutory maternity leave period, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will maintain all contractual rights except for pay. Employees will receive SMP instead, provided they meet the qualifying requirements.

To qualify for statutory maternity leave, you must provide us with written notification stating both:

1. That you are pregnant
2. The date, in writing, on which you would like to begin your maternity leave. You must also provide a medical certificate stating the expected week of childbirth.

This notification must be received no later than the end of the 15th week before the EWC, subject to this being reasonably practicable.

We will reply to you within 28 days of receiving your notification and let you know the date on which your maternity leave period will end and when you will be expected back at work.

There is a form with this policy that can be used to notify Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) of the necessary information (see Appendix A).

Changing the date of the start of your maternity leave

If you need to change the date on which you wish to start your maternity leave after you have already notified us, you may do so but you should try to do so at least:

1. 28 days before the date changed; or
2. 28 days before the new date, whichever is the earlier.

If you cannot meet these requirements, you should tell us as soon as is reasonably practicable.

Within 28 days of receiving such notification, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will notify you of the revised date on which your maternity leave period will end.

You may choose when to start your maternity leave, as long as it does not begin earlier than 11 weeks before the EWC. You may continue working up to the date of your childbirth provided that this does not contravene health and safety regulations.

SMP, however, is payable only when you start your maternity leave - it cannot be paid over and above normal salary.

If, however, you are off sick due to a pregnancy-related illness at any time after the beginning of the fourth week before the EWC, the maternity leave period will begin automatically on the day after the first day on which you are absent from work due to that illness.

Qualifying for AML

If you have at least 26 weeks' continuous service with the Company by the beginning of the 14th week before the EWC, you are also entitled to AML. AML can last for up to 26 weeks, giving you the right to take up to 52 weeks in all.

In this instance, you have the right to return to the same or a comparable job on terms and conditions no less favourable to those on which you were employed before you went on maternity leave.

Status of your Contract of Employment during Maternity Leave

Your contract during AML

During AML (to which employees with 26 weeks' service by the beginning of the 14th week before the EWC are entitled), your contract of employment will continue unless either the Company or you end it, or it expires. During this time, you will continue to accrue your statutory holiday entitlement. Other terms and conditions that apply during AML relate to the employer's duty of trust and confidence, and any terms that relate to notice of termination by the employer, redundancy pay, and grievance and disciplinary procedures. You must maintain your duty of good faith and abide by any terms relating to notice on termination, disclosure of confidential information and involvement in any other business.

Return to Work

Before you go on maternity leave, we will agree the date on which we expect you to return. This will usually be at the end of either your OML or AML, depending on which you are entitled to.

Should you wish to return earlier than this agreed date, you must give Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) 8 weeks' notice (preferably in writing). Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) is not obliged by law to allow you to return before the end of this 8-week period.

You do not need to give us notice if you are returning to work immediately after the end of the maternity leave period you are entitled to. We would, however, appreciate a week's notice as a matter of courtesy.

By law, you may not under any circumstances return to work within two weeks of the birth of your baby.

If you are too ill to come back to work at the end of your maternity leave you, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s normal sickness procedure which will apply, and you should let us have a doctor's certificate to cover your absence.

If you return to work at the end of OML, you have the right to return to the job that you left.

If you return to work at the end of AML, you have the right to return to either the same job or one that is similar in terms of duties, skills, status, and rewards.

Working during your Maternity Leave

You can work during your maternity leave on a "keeping-in-touch" (KIT) day without bringing your maternity leave to an end or losing your SMP. You can work for up to 10 KIT days during your maternity leave but you cannot work on such a day until at least two weeks after the birth of the child.

You and your employer must agree that you will work on a KIT day. You do not have to work on such a day if you do not wish to do so.

Before you work on a KIT day, you and the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) must agree the amount of pay that you will receive for working on a KIT day and the amount of weekly pay for a week during which you worked on a KIT day.

The amount of weekly pay for a week during which you worked on a KIT day cannot be lower than the weekly rate of statutory maternity pay, to which you are entitled.

The total duration of your maternity leave period will remain at 52 weeks regardless of whether you work on a KIT day.

Contact during Your Maternity Leave

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) is entitled to make reasonable contact with you during your maternity leave. We will contact you, e.g., to discuss whether your planned date of return to work has changed or is likely to do so, or to discuss any flexible working arrangements that would make your return to work easier. You are also entitled to make reasonable contact with Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) during your maternity leave, e.g., to discuss any flexible working arrangements that would make your return to work easier.

Continuous Service

All periods of time that you take off work as maternity leave are subsequently counted as continuous service for the purposes of calculating any service-related statutory rights (e.g., redundancy payments). Thus, once you return to work, your length of service with us is calculated as if you had never been absent.

If you have any queries regarding your rights or obligations under this maternity policy, you should raise them in the first instance with your line manager.

Paternity Policy

Objective

With the intention of helping working parents achieve a more balanced work and family life, the Paternity Policy aims to ensure employees are aware of the benefits and entitlements available to them to care for the child or support the mother.

Application for Paternity Leave

There are several documents that you need to complete and send to us at least 28 days before you expect to start your paternity leave. These include:

A copy of the Application for Paternity leave (Appendix B).

SC3 – ‘Becoming a parent’ form. It provides the expected week of confinement (EWC) and the date the leave is to commence.

SC4 - ‘Becoming an adoptive parent’ form. It provides the expected week of the child’s placement and the date the leave is to commence.

On receipt of the above, we will confirm the details of your paternity leave.

Eligibility

Eligible employees are entitled to take paternity leave if they:

- Have been continuously employed by the Company for 26 weeks in the 15th week before the baby is due (EWC) or date of placement if adopted, and
- Have or expect to have responsibility for a child’s upbringing (born/adopted);
- Be the biological father of the child or the mother’s husband or partner, or
- Be the adopter’s spouse or partner

Paternity leave cannot be taken:

- in relation to a child where shared parental leave has already been taken in relation to that child;
- if the employee has exercised a right to take paid time off to attend an adoption appointment in respect of the same child.

Entitlement

Your entitlement to pay and leave will depend on your length of employment. You may be entitled to Statutory Paternity Pay (SPP). To determine your entitlement, you will need to know your:

Length of Employment - This is usually determined by your start date with the Company.

a) Start date for Paternity Leave - Your paternity leave can start up to 6 weeks after the birth of your child.

Entitlement if less than 1 year's continuous employment at the qualifying week.

Length of Employment	Entitlement
Less than 26 weeks' employment at the qualifying week.	No entitlement to Statutory Paternity Pay.
More than 26 weeks' employment at the qualifying week but not enough NI contributions.	No entitlement to Statutory Paternity Pay.
More than 26 weeks' employment at the qualifying week and sufficient NI contributions paid.	Entitlement to Statutory Paternity Pay for 2 weeks. This will be paid as follows: 2 weeks at statutory rate or 90% of employee's average weekly earnings (whichever is lower).

**** Rates are fixed by law and are subject to Tax and National Insurance deductions.**

You will be entitled to up to 2 weeks' paternity leave and statutory paternity pay (subject to eligibility above) and this can be taken in 2 x 1 or 1 x 2 week blocks at any time during the 52 weeks after the birth or placement for adoption.

Statutory Paternity Pay

This is a state scheme under which employers are responsible for making payments to employees who are eligible.

To qualify for SPP you must:

- have worked for the Company for at least 26 consecutive weeks up to and including the 15th week before the week in which your baby is due
- continue to work into the 15th week (Qualifying Week) before your expected week of confinement, for at least one day
- have average weekly earnings at the Qualifying Week (calculated over an 8-week period) that exceed the lower earnings limit for payment of National Insurance contributions. (If this applies, you will be advised by your line manager or HR);
- give at least 28 days' notice to the Company of your intention to stop working.

Multiple Births

An employee's entitlement to paternity leave will not be increased by the birth, expected birth, or placement of more than one child because of the same pregnancy or placement.

Early Birth

An employee will be entitled to paternity leave if the baby is born earlier than the 14th week before the EWC, if he would have satisfied the eligibility criteria and was still employed in the 15th week before the EWC.

Adoption Policy

Objective

This policy sets out the rights and responsibilities of employees who are adopting, the help and support Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will give them, and the law which provides the foundation for issues about adoption.

Introduction

Adoption leave and pay, who meet the qualifying criteria, will be available to:

- individuals who adopt;
- one member of a couple where a couple adopt jointly (the couple may choose which partner takes adoption leave regardless of gender).

The partner (male or female) may be entitled to paternity/shared parental leave and pay. Please see the Paternity/Shared Parental Leave Policies for further information.

Employees won't qualify for either adoption leave or pay if they:

- become a special guardian or kinship carer;
- have a child through surrogacy;
- adopt a family member of stepchild;
- adopt privately – e.g. without permission from a UK authority or adoption agency.

Employee's Adoption-Related Rights

Once you are in the process of adoption you have certain rights under the law, some of which depend on how long you have been employed by Vermont Property Group Limited (including Vermont Construction (Manchester) Limited). These rights are as follows:

- the right not to be dismissed on account of adoption leave
- the right to be paid statutory adoption pay (subject to qualifying conditions)
- the right to take adoption leave and return to work
- the right for the primary adopter to take paid time off for up to five 'adoption appointments' and for the secondary adopter to take unpaid time off for up to two such appointments

These rights are available to all employees, regardless of gender and whether they work full or part-time.

The right to not be dismissed on account of adoption leave

You have the right not to be dismissed or discriminated against for any reason connected with your adoption leave.

The right to receive statutory adoption pay

You will be eligible for Statutory Adoption Pay (SAP) if:

- you have been newly matched with a child for adoption by an approved adoption agency including a child from overseas.
- you have at least 26 weeks' continuous service by the end of the week in which you are notified of being matched with a child for adoption;
- in the case of adopting a child from overseas you have at least 26 weeks' continuous service by the end of the week in which you have received an official notification from the relevant domestic authority;
- earn above the lower earnings limit (LEL) per week (before tax);
- provide proof of adoption. The proof must show your name and address and that of the agency, the match date - e.g. the matching certificate, the date of placement - e.g. a letter from the agency, the relevant UK authority's 'official notification' confirming you're allowed to adopt (overseas adoptions only), the date the child arrived in the UK - e.g. plane ticket (overseas adoptions only).

If you qualify for SAP, it is usually paid for a period of up to 39 weeks. Rates are fixed by law and are subject to tax and National Insurance deductions. Full details of the rates of SAP and how and when it may be paid may be obtained from your Manager.

The right to take adoption leave and return to work

Statutory adoption leave is split into two kinds of leave:

- 26 weeks ordinary adoption leave (OAL), immediately followed by;
- 26 weeks additional adoption leave (AAL), giving a total of up to 52 weeks.

To qualify for SAL, you must meet certain qualifying criteria. The criteria differs for UK and overseas adoption.

For UK adoptions you qualify for 52 weeks' SAL if you:

- notify Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) of when you want to take you SAL no more than seven days;
- after you are notified that you have been matched with a child be the only partner taking adoption leave.

For overseas adoptions you qualify for 52 weeks' SAL if you:

- sign form SC6 if you are adopting a child with your partner.

During this statutory adoption leave period, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will maintain all contractual rights except for pay. Employees will receive SAP instead, provided they meet the qualifying requirements.

SAL can start on any day of the week, and only one period of SAL is available irrespective of whether more than one child is placed for adoption as part of the same arrangements.

If the child's placement ends during the adoption leave period, the adopter can continue adoption leave for up to 8 weeks after the end of the placement.

Notice of Intention to take adoption leave

You are required to inform Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) of your intention to take adoption leave within 7 days of being notified by your adoption agency that you have been matched with a child for adoption, unless this is not reasonably practicable. You will need to tell Vermont Property Group Limited (including Vermont Construction (Manchester) Limited):

- when the child is expected to be placed with you, and;
- when they want the adoption leave to start.

We will reply to you within 28 days of receiving your notification and let you know the date on which your adoption leave period will end and when you will be expected back at work.

You will be able to change your mind about the date on which you want your leave to start providing you do so at least 28 days in advance (unless this is not reasonably practicable).

Employees must advise Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) the date you expect any payments of SAP to start at least 28 days in advance, unless this is not reasonably practicable.

If you are adopting a child from overseas you must inform Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) of your intention to take adoption leave within 28 days of receiving an official notification from the relevant domestic authority and produce a copy of that notification for Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) inspection.

There is a form with this policy that can be used to notify Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) of the necessary information (see Appendix D).

Changing the date of the start of your adoption leave

If you need to change the date on which you wish to start your adoption leave after you have already notified us, you may do so but you should try to do so at least:

- 28 days before the date changed;
- 28 days before the new date; Whichever is the earlier.

If you cannot meet these requirements, you should tell us as soon as is reasonably practicable.

Within 28 days of receiving such notification, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will notify you of the revised date on which your adoption leave period will end.

SAP, however, is payable only when you start your adoption leave - it cannot be paid over and above normal salary.

Status of your Contract of Employment during Adoption Leave

Your contract during OAL

During your OAL, all terms and conditions of employment continue except for pay: you will receive SAP instead, provided you meet the qualifying requirements as set out above.

Examples of contractual terms and conditions you are entitled to continue benefiting from include: the accrual of holiday entitlement etc., which we would normally make if you were not on adoption leave.

Your contract during AAL

During AAL (to which employees with 26 weeks' service by the beginning of the week the child is due to be placed are entitled), your contract of employment will continue unless either the Company or you end it, or it expires. All terms and conditions of employment continue except for pay, as you will receive SAP instead for the first 13 weeks of your AAL. During this time, you will continue to accrue your statutory holiday entitlement.

Other terms and conditions that apply during AAL relate to the employer's duty of trust and confidence, and any terms that relate to notice of termination by the employer, redundancy pay, and grievance and disciplinary procedures. You must maintain your duty of good faith and abide by any terms relating to notice on termination, disclosure of confidential information and involvement in any other business.

Returning to Work

Before you go on adoption leave, we will agree the date on which we expect you to return. This will usually be at the end of either your OAL or AAL, depending on which you are entitled to.

Should you wish to return earlier than this agreed date, you must give Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) 8 weeks' notice (preferably in writing). Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) is not obliged by law to allow you to return before the end of this 8-week period.

You do not need to give us notice if you are returning to work immediately after the end of the adoption leave period you are entitled to. We would, however, appreciate a week's notice as a matter of courtesy.

If you are too ill to come back to work at the end of your adoption leave you are entitled to Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s normal sickness procedure which will apply, and you should let us have a doctor's certificate to cover your absence.

If you return to work at the end of OAL, you have the right to return to the job that you left.

If you return to work at the end of AAL, you have the right to return to either the same job or one that is similar in terms of duties, skills, status, and rewards.

Working during your Adoption Leave

You can work during your adoption leave on a "keeping-in-touch" (KIT) day without bringing your adoption leave to an end or losing your SAP. You can work for up to 10 KIT days during your adoption leave.

You and your employer must agree that you will work on a KIT day. You do not have to work on such a day if you do not wish to do so.

Before you work on a KIT day, you and Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) must agree the amount of pay that you will receive for working on a KIT day and the amount of weekly pay for a week during which you worked on a KIT day.

The amount of weekly pay for a week during which you worked on a KIT day cannot be lower than the weekly rate of statutory adoption pay to which you are entitled.

The total duration of your adoption leave period will remain at 52 weeks regardless of whether you work on a KIT day.

Contact during your Adoption Leave

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) is entitled to make reasonable contact with you during your adoption leave. We will contact you, e.g., to discuss whether your planned date of return to work has changed or is likely to do so, or to discuss any flexible working arrangements that would make your return to work easier.

You are also entitled to make reasonable contact with Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) during your adoption leave, e.g. to discuss any flexible working arrangements that would make your return to work easier.

Continuous Service

All periods of time that you take off work as adoption leave are subsequently counted as continuous service for the purposes of calculating any service-related statutory rights (e.g., redundancy payments). Therefore, once you return to work, your length of service with us is calculated as if you had never been absent.

If you have any queries regarding your rights or obligations under this adoption policy, you should raise them in the first instance with your Manager.

Shared Parental Leave Policy

Objective

This policy sets out the rights and responsibilities of expectant parents & outlines the help and support Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will give to you, and the law which provides the foundation for issues about Shared Parental Leave (SPL).

SPL gives employees with caring responsibilities the opportunity to choose how to share time off work and is designed to give parents more flexibility in how to share the care of the child in the first year following birth or adoption. This could mean that the mother or adopter shares some of the leave with their partner, for example returning to work for part of the time and then resuming leave later.

Parents can share the period of leave and can decide to be off work at the same time and/or take it in turns to have periods of leave to look after the child after the expiry of compulsory maternity or adoption leave.

Introduction

The SPL regulations 2014 are effective from the 1st December 2014. The options to use the new SPL rights will apply to parents who meet the eligibility criteria, where a baby is due to be born on or after 5th April 2015, or for children who are placed for adoption on or after this date.

As soon as you know that you wish to take SPL, you should notify your manager (Please complete SPL form Appendix E). Early notice also allows us to let you know what your rights will be to SPL and Shared Parental Pay (ShPP).

Employee's SPL Rights

- If you and/or your partner become pregnant or you are the child's father you have certain rights under the law, some of which depend on how long you have been employed by Vermont Property Group Limited (including Vermont Construction (Manchester) Limited). These rights are as follows:
- The expectant mother will continue to be entitled to 52 weeks of maternity leave and 39 weeks of statutory maternity pay (SMP) or maternity allowance.
- If you choose to do so, an eligible mother or adopter can end the maternity/adoption leave early and, with the partner or the child's father, will be able to opt for SPL instead of taking maternity or adoption leave. You will both need to meet the qualifying requirements, and you will need to decide how you wish to divide the total SPL and ShPP entitlement between you.
- The person with caring responsibilities will still be entitled to paternity/adoption leave and pay if they qualify if they do not take SPL, please refer to the Company's paternity and adoption policies.
- Adopters will have the same rights as other parents to SPL and pay.
- Intended parents in surrogacy who meet the criteria will be eligible for statutory adoption leave/pay or SPL/pay.
- The right to (paid) time off work for antenatal care;

- The right not to be dismissed on account of SPL;
- The right to take SPL and return to work.

These rights are available to all employees, regardless of whether they work full or part-time.

The right to receive statutory SPL and pay

You will be eligible for statutory SPL and ShPP if the mother is entitled to maternity or adoption leave/pay and must share the main responsibility for caring for the child with you. In addition, the Company will apply the two-step process to establish eligibility (below).

Step 1 – Continuity test:

You must have at least 26 weeks' continuous service with Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) for by the end of the 15th week before the expected week of childbirth (EWC) ("the qualifying week"), or at the week in which an adopter was notified of having been matched with a child for adoption and is still employed in the first week that SPL is to be taken.

The other parent will have worked for 26 weeks (employed or self-employed) in the 66 weeks leading up to the due date and have earned above the maternity allowance threshold per week in 13 of the 66 weeks.

Step 2 - Individual eligibility for pay:

To qualify for ShPP you must, as well as passing the continuity test, also have average weekly earnings in the eight weeks up to and including the qualifying week of at least the Lower Earnings Limit for Class 1 National Insurance contributions.

If you qualify for SPL you may take any unused maternity or adoption pay as SPL and pay, it is usually paid for a period of up to 39 weeks in total. Rates are fixed by law and are subject to tax and National Insurance deductions. Full details of the rates of ShPP and how and when it may be paid may be obtained from your Manager. ShPP is payable only when you start your SPL subject to how many weeks are outstanding from statutory maternity or adoption pay. It will not be paid over and above normal salary.

Commencing SPL

You or your partner can only start SPL once the child has been born or adopted. The mother or adopter must have either:

- ended any maternity or adoption leave by returning to work.
- given 'binding notice' to Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) of the date when they plan to end any maternity or adoption leave.
- ended maternity pay or Maternity Allowance (if you are not entitled to maternity leave, e.g. you're an agency worker or self-employed).

You can start SPL while your partner is still on maternity or adoption leave if they have given binding notice to end it.

The right to (paid) time off work for antenatal care

If you are pregnant, you are entitled to reasonable paid time off for antenatal care, irrespective of your length of service or the number of hours you work. This applies to appointments made for you by your doctor or a midwife. Such time off will be on full pay, you will not be required to make up the hours lost.

Fathers and partners of pregnant women are entitled to unpaid time off to attend two ante-natal appointments. Intended parents in a surrogacy case who meet the conditions set out under the Human Embryology and Fertilisation Act 2008 will also have the right to unpaid leave to attend up to two antenatal appointments.

The right not to be dismissed on account of SPL

You have the right not to be dismissed or discriminated against for any reason connected with SPL.

The right to take SPL and return to work

Should you meet the qualifying requirements, you have the right to take SPL and then return to work.

To qualify for SPL and pay, you must provide Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) with written notification stating both:

1. that the mother is pregnant, or a child has been matched;
2. the date, in writing, on which you would like to begin your SPL giving at least 8 weeks' notice before the leave is due to start and including how the leave will be shared.

You must give Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) written notice (Appendix E) of your entitlement to shared paternity leave and pay, including:

- *your partner's name*
- start and end dates for maternity or adoption leave and pay
- the total amount of SPL and pay available and how much you and your partner intend to take
- confirmation that you're sharing childcare responsibility with your partner
- how much leave is available
- how much leave they are entitled to take
- how much leave the parent is intending to take
- how they expect to take it

You must also include a signed declaration from your partner stating:

- their name, address and National Insurance number
- that they satisfy the qualifying conditions for SPL and pay
- that they agree to you taking SPL and pay
- that they will immediately inform Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) if s/he ceases to satisfy the employment and earnings conditions

After receiving this notice, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) have 14 days to ask for:

- a copy of the child's birth certificate (or within 14 days of the birth of the child if our request was made before the child was born)
- the name and address of your partner's employer

You must provide this information within 14 days to the Directors. If a birth certificate has not yet been issued, you must sign a declaration stating that fact along with the date and location of the child's birth. If the other parent has no employer, this must also be declared.

- If you qualify you can give Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) up to three separate notices to take 3 separate periods of leave, the original and two further notifications. Each period that is counted will be mutually agreed by both you and Vermont Property Group Limited (including Vermont Construction (Manchester) Limited).
- Each notice can be for a block of leave, or the notice may be for a pattern of "discontinuous" leave involving different periods of leave. Leave must be taken in complete weeks and may be taken either in a continuous period, which Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will not refuse or in a discontinuous period, which Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) can refuse and require that the total weeks of leave in the notice are to be taken in a single continuous block.
- You will consult with Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) at your earliest opportunity and attempt to agree the way in which the different blocks of leave can be taken.

Discussing a notification for SPL

Once a notification for a period of leave has been received Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will consider:

- Is the request for leave one continuous block or discontinuous blocks;
- What cover will be needed for your absence;
- Will a discussion with you be beneficial at this time;
- Is any modification to a discontinuous leave request necessary.

Depending on the business circumstances at the time of receiving the request, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will consider and discuss the SPL notification with you.

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) can give any of the following outcomes following consideration and consultation;

- (a) A continuous leave notification will be unconditionally accepted and confirmed in writing.
- (b) You are under no obligation to modify a continuous leave notification, and Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will not put you under

pressure to do so. However, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) may attempt to seek an agreed modification to a continuous leave request.

- (c) A discontinuous leave notification can be refused by Vermont Property Group Limited (including Vermont Construction (Manchester) Limited).

You may withdraw your notification on or before the 15th day after the notification was originally made and it will not count as one of your three notifications. If not, you must take the total amount of leave notified in one continuous block. You can choose when this leave period will begin within 19 days of the date the notification was given to Vermont Property Group Limited (including Vermont Construction (Manchester) Limited), but it cannot start sooner than the initial notified start date. If you do not notify Vermont Property Group Limited (including Vermont Construction (Manchester) Limited), the leave will begin on the starting date stated in the original notification.

Discontinuous periods of SPL (birth)

This applies when you give a notice to take SPL and/or request discontinuous periods of SPL. In the two weeks beginning with the date the notice was given to Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) who received the notice they may:

- (a) consent to the periods of leave requested;
- (b) propose alternative dates for the period(s) of leave; or
- (c) refuse the periods of leave requested without proposing alternative dates.

Where in the two weeks beginning with the date the notice was given no agreement has been reached, you are entitled to take the total amount of leave requested in the notice as one continuous period of leave.

Where you qualify to take a continuous period of leave:

- (a) You must choose a start date for that leave which is a date after the period of eight weeks beginning with the date on which the period of leave notice was given and must notify Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) of that date within 5 days of the end of the two-week period or
- (b) If you do not choose a start date under sub-paragraph (a), that leave must start on the start date of the first period of leave requested in the period of leave notice.

Variation of notice of intention to take SPL (birth)

You must notify Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) in writing if you wish to vary a notice and outline how much SPL each party wishes to take. This must contain:

1. an indication as to when the mother, adopter or partner intends to take SPL (including the start and end dates for each period of leave);
2. a description of the periods of SPL that have been notified by mother, adopter, and partner in relation to the child;

3. a description of the periods of statutory ShPP that have been notified by mother, partner, and adopter in accordance with the provisions of Part 12ZC of the 1992 Act (where that pay was notified in relation to a period in which SPL was not to be taken);
4. a declaration signed by mother, adopter, and partner that they agree the variation.

Changing the date of the start of your SPL

If you need to change the date on which you wish to start you must give Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) 8 weeks' notice. If you cannot meet these requirements, you should tell us as soon as is reasonably practicable.

You may choose when to start your SPL, providing that it does not begin earlier than the mother's compulsory maternity leave, at which point SPL can take effect subject to employees qualifying and requests being accepted. This will be up to a maximum of 50 weeks SPL.

Even though a mother/main adopter may have given a binding notice to take SPL prior to giving birth or adoption, you have the right to remain on maternity or adoption leave if you choose to, once you have given birth or the child is placed. They must submit in writing that they are revoking the binding notice to all parties concerned within the 6 weeks of giving birth or adoption.

Modification of eight-week requirement for notices where the child is born early

This applies where the mother, partner or adopter is entitled to take a period of SPL with a start date in the eight weeks following the expected week of birth or the child is born before the first day of the expected week of birth; and in this case the mother, partner or adopter may give notice to vary the start date of the period of leave so that the period starts the same length of time following the child's date of birth as the period would have started after the first day of the expected week of birth.

SPL in event of death of child

The mother, adopter, father, and partner are entitled to take SPL if a child dies following birth. You will be able to vary the end date of any period of SPL to reduce the period of leave to be taken provided that the notice is given at least eight weeks before the new end date or cancel a period or periods of leave.

Status of your Contract of Employment during SPL

During your SPL, all terms and conditions of employment continue except for pay: you will receive ShPP instead, provided you meet the qualifying requirements as set out above.

Examples of contractual terms and conditions you are entitled to continue benefiting from include: the accrual of holiday entitlement etc., which you would normally accrue if you were not on SPL.

Returning to Work

Before you go on SPL, we will agree the date on which we expect you to return.

If you return to work after a period of SPL which was 26 weeks or less, you have the right to return to the job that you left.

If you return to work after a period of SPL of 26 weeks or more you have the right to return to either the same job or one that is similar in terms of duties, skills, status, and rewards. In this instance, you have the right to return to the same or a comparable job on terms and conditions no less favourable than those on which you were employed before you went on SPL.

You do not need to give us notice if you are returning to work immediately after the end of the SPL period you are entitled to. We would, however, appreciate a week's notice as a matter of courtesy. Please note this request has no legal standing. Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) cannot take any action against an employee who fails to give notice of their return if this is on the date agreed before you start SPL.

If you are too ill to come back to work at the end of your SPL Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s normal sickness procedure will apply.

Working during your SPL

You can work during your SPL on a "Shared Parental Leave Keeping-In-Touch" (SPLIT) day without bringing your SPL to an end or losing your SPL pay. You can work for up to 20 SPLIT days during your SPL, but you cannot work on such a day until at least two weeks (four weeks for factory workers) after the birth of the child. SPLIT days are in addition to the 10 KIT days available during maternity and adoption leave.

We will agree a date you will work as a SPLIT day; you do not have to work on such a day if you do not wish to do so.

Before you work on a SPLIT day, we will agree the amount of pay that you will receive for working on a SPLIT day and the amount of weekly pay for a week during which you worked on a SPLIT day. The amount of weekly pay for a week during which you worked on a SPLIT day cannot be lower than the weekly rate of ShPP to which you are entitled.

The total duration of your SPL period will remain at 52 weeks regardless of whether you work on a SPLIT day.

Contact during Your SPL

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) is entitled to make reasonable contact with you during your SPL. We will contact you, e.g. to discuss whether your planned date of return to work has changed or is likely to do so, or to discuss any flexible working arrangements that would make your return to work easier.

You are also entitled to make reasonable contact with Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) during your SPL, e.g., to discuss any flexible working arrangements that would make your return to work easier.

Holiday entitlement accrued before and during SPL

Entitlement to accrue holidays is not affected by SPL and you are entitled to accrue statutory and contractual holiday during the entire SPL period.

You will be advised, prior to SPL, of any holiday you are entitled to take before SPL is due to start. Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) reserves the right to require you to take all or part of your remaining entitlement before SPL commences.

As holiday entitlement continues to accrue during SPL, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) reserves the right to require you to take the accrued holiday entitlement immediately after SPL ends. Alternatively, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) may agree that the outstanding holiday entitlement can be taken at a suitable time after you return to work.

Paternity leave and pay

Paternity leave will continue to be available for fathers and partners. This will be a period of one or two weeks which must be used in a single block of leave and taken within 56 days of the birth.

Change of circumstances

Where less than 8 weeks before the partner or adopter is due to take a period of SPL or during a period of such leave:

- (a) you must inform Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) that the partner or adopter has ceased to care for the child (and therefore partner or adopter will not be absent from work on SPL); and
- (b) it is not reasonably practicable Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) to accommodate the change in circumstances by allowing the partner or adopter to work during the planned period of SPL, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) may require the partner or adopter to take the period of leave.

Redundancy during SPL

During a period in which an employee is taking SPL, it is not practicable by reason of redundancy for Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) to continue to employ you under the existing contract of employment, you will be consulted with. Where there is a suitable alternative position, you will be entitled to be offered any alternative employment with Vermont Property Group Limited (including Vermont Construction (Manchester) Limited).

General Advice

You are strongly encouraged to use your right to return to work. If you resign instead of taking SPL, you forfeit your right to return to work later. All periods of time that you take off work as SPL are subsequently counted as continuous service for the purposes of calculating any service related to statutory rights (e.g. redundancy payments). Therefore, once you return to work, your length of service with us is calculated as if you had never been absent.

If you have any queries regarding your rights or obligations under this SPL policy, you should raise them in the first instance with your Manager.

Disciplinary Policy

Company Policy

The Directors accepts the primary responsibility for good employee relations in Vermont Property Group Limited (including Vermont Construction (Manchester) Limited). To this end it is necessary to outline guidelines on conduct so that every department in the in every department can work as smoothly and effectively as possible.

The aims of the Company's procedures are to:

- Encourage improvement in individual or organisational conduct
- Deal quickly and fairly with any breach of discipline
- Provide clear guidelines of the disciplinary actions that may be taken.

Purpose and Scope

This procedure is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance. The Company rules and this procedure apply to all employees. The aim is to ensure consistent and fair treatment for all members of staff.

Principles

- No disciplinary action will be taken against any employee until the case has been fully investigated.
- 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 state their case before any decision is made.
- At all stages the employee will have the right to be accompanied by a work colleague or trade union official.
- No employee will be dismissed for a first breach of discipline except in the case of gross misconduct when the penalty may be dismissal without notice or payment in lieu of notice.
- An employee will have the right to appeal against any disciplinary sanction imposed.
- Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) reserves the right to appoint an Independent Professional Adviser with experience of disciplinary procedures and appeals to support in the investigation and/or disciplinary process.
- The procedure may be implemented at any stage if the employee's alleged misconduct warrants such action.

All employees have the right to Appeal in writing within 5 working days of being informed of the decision.

A Three-Step Process

Step 1: The Written Statement

The reasons for the disciplinary action will be given to you in writing and a time proposed for a formal hearing. You will receive the written statement in good time before the proposed hearing to allow you time to consider your response.

Step 2: The Hearing

You have a duty to take all reasonable steps to attend the hearing. You have the right to be accompanied by a work colleague or trade union official. The meeting will be held by a senior manager, and you will have the

opportunity to state your side of the case. You will then be informed of the decision in writing. You have the right to appeal against the decision.

Step 3: The Appeal Meeting

If you wish to appeal you must inform the Manager who carried out the disciplinary hearing in writing within 5 working days of the decision. You have the right to be accompanied by a work colleague or trade union official. Following the appeal meeting you will be informed of the decision in writing.

Procedure

Minor faults will be dealt with informally but where the matter is more serious the following will be used.

Stage 1 – Verbal Warning

If conduct or performance does not meet acceptable standards the employee will normally be given a formal Verbal Warning. They will be advised of the reason for the warning (that is the first stage of the disciplinary procedure) and of their right of appeal. A written statement of the Verbal Warning will be kept but it will be spent after 3 months, subject to satisfactory conduct and performance.

Stage 2 - Written Warning

If the offence is a serious one, or if a further offence occurs, a written warning will be given to the employee by the supervisor. This will give details of the complaints, the improvement required and the timescale. It will warn that action under Stage 3 will be considered if there is no satisfactory improvement and will advise of the right of appeal. The written warning will be kept on record but will be spent after 6 months subject to satisfactory conduct and performance.

Stage 3 - Final Written Warning or Disciplinary Suspension

If there is still failure to improve and conduct or performance is still unsatisfactory, 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 and will advise of the right of appeal. The written statement will be kept on record but will be spent after 12 months (in exceptional cases the period may be longer) subject to satisfactory conduct and performance.

Stage 4 - Dismissal

If conduct or performance is still unsatisfactory and the employee still fails to reach the prescribed standards, dismissal will normally result. Only the appropriate senior manager can take the decision to dismiss. As soon as reasonably practicable, the employee will be provided with written reasons for dismissal, the date on which employment will terminate and the right of appeal.

Offences that could warrant dismissal are detailed in the following list and provides examples of offences which are normally regarded as gross misconduct:

- Theft, fraud, deliberate falsification of records.
- Fighting, assault on another person
- Deliberate damage to Company property
- Attending work under the influence of drink or drugs
- Consumption of alcohol or use of drugs whilst on the premises
- Negligence which causes unacceptable loss, damage or injury
- Acts of insubordination, refusal to carry out lawful and reasonable orders
- Racial/religious/sexual harassment, bullying

- Clocking in or out for another person
- An offence committed in breach of a warning for a minor offence
- Absence from the Company premises without permission
- Smoking in areas or at times not allocated for smoking
- Unauthorised use of the Company's transport and equipment e.g. road transport, fork lift trucks
- Misuse of email/Internet.

It should be clearly understood that the list of offences given is not in any way exhaustive, i.e., there may be other offences which are not listed but which require equal action by the Management.

Investigation Suspension

If the employee is accused of an act of gross misconduct, they may be suspended from work on full basic pay, normally for no more than 5 working days, while the Company investigates the alleged offence. If, on completion of the investigation and the full disciplinary procedure, the Company is satisfied that gross misconduct occurred, the result will normally be summary dismissal without notice or payment in lieu of notice following a Disciplinary Hearing.

Other Offences

The following are examples of offences that would warrant the employees concerned liable to disciplinary action:

- Inefficiency on the job and/or poor standards of workmanship
- Unreasonable lateness or absenteeism or failure to report the absence within a reasonable time as required by rules
- Using foul or obscene language
- Absence from place of work without permission
- Sky larking or carelessness where a possible danger to other employees or damage to the Company's property or products may result
- Unauthorised presence in a department other than the employee's normal working area
- Failure to conform with the rules as set out in the Company's Rules and Notices
- Failure to conform to the Health and Safety regulations or act in a manner which would put the employee or others at risk.

Please note, the above list is not exhaustive, and the Director(s) will have the final decision about what constitutes a disciplinary offense.

Appeals Against Disciplinary Action

The employee may appeal to the Director(s) following a disciplinary hearing decision and every effort will be made to resolve the issue. The Director(s) may appoint another senior manager or an independent person to hear the appeal. An employee who wishes to appeal against any disciplinary decision must do so within 5 working days and this must be done in writing. The final decision rests with the Director(s) in the case of dismissal. The appeal will be held within 5 working days. The employee has the right to be accompanied at the hearing by a work colleague or trade union official.

Capability Performance Procedure

Policy Statement

Capability is defined as: performance assessed by reference to skill, aptitude, health OR any other physical OR mental quality.

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will endeavour, wherever possible, to ensure that all employees are aware of, and fully understand, the expectations and standards operating within the Company. This Capability procedure has been developed to ensure that unsatisfactory performance or failure to achieve the standards set are responded to in a fair and effective manner in accordance with the principles of natural justice.

Levels of Incapability

There are three levels set out in this procedure and these are as follows:

1. Incapability

- A level of incapability which impinges on the ability of the employee to undertake their duties, and which has an impact on service delivery.
- An act/decision at a level within the Company that has a significant detrimental impact on service delivery or to the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited).

2. Serious Incapability

- Serious level of incapability which impinges on the ability of the employee to undertake their role and which has a significant impact on service delivery e.g. alcohol or drug abuse.

3. Gross Incapability

- Normally a single incident which has an unacceptable impact on service delivery or to the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) when it is considered that the matter relates to the capability of the employee, rather than an act of indiscipline.

Informal Action

When a manager with responsibility for initiating action under this procedure (normally the line manager) considers that action should be taken to encourage an employee to improve, they may conduct an informal discussion with the employee.

This will be used to bring to the employee's attention the reasons why it is felt that the employee is not performing satisfactorily, ascertain whether the employee accepts that there is a problem, listen to any explanations or statements made by the employee, and discuss how the employee should seek to improve.

Following the discussion appropriate arrangements will be made to supervise and monitor the employee's continuing performance (perhaps via an action plan), usually by the employee's immediate supervisor, with the employee being required to co-operate in this monitoring process.

Capability Performance Procedure- Stage 1

If, after allowing a reasonable time for improvement, it is considered by the responsible manager that the employee has failed to achieve a satisfactory level of performance, the employee will be required to attend a formal disciplinary hearing to discuss the matter.

The normal disciplinary procedure will apply.

Outcome - Stage 1

If unsubstantiated:

- You will be informed of the decision at the interview and it will be confirmed by letter within five working days.
- You will agree an action plan, if appropriate to help you to overcome any problem, which may have been raised (e.g. possibly involving one or more of training, general assistance, supervision by someone skilled in the work, encouragement, monitoring outcomes, and subsequent discussion of progress).

If substantiated:

- You will be issued with a Verbal Warning at the interview and advised that any further breaches of the capability (performance) procedure or departure from the agreed plan may ultimately lead to you being dismissed.
- You will agree an action plan, to help you to overcome any issue in relation to your performance (e.g. possibly involving one or more of training, general assistance, supervision by someone skilled in the work, encouragement, monitoring outcomes, and subsequent discussion of progress).
- You will be advised of the appeal process.

Capability Performance Procedure - Stage 2

If, after a reasonable time has been allowed for improvement, the responsible manager considers that the employee's performance remains less than satisfactory, a further formal disciplinary hearing will take place.

Outcome - Stage 2

If unsubstantiated:

- You will be informed of the decision at the interview and it will be confirmed by letter within five working days.
- You will agree an action plan, if appropriate to help you to overcome any problem, which may have been raised (e.g. possibly involving one or more of training, general assistance, supervision by someone skilled in the work, encouragement, monitoring outcomes, and subsequent discussion of progress).

If substantiated:

- You will be issued with a Written Warning at the interview and advised that any further breaches of the capability (performance) procedure or departure from the agreed plan may ultimately lead to you being dismissed.
- You will agree an action plan, to help you to overcome any issue in relation to your performance (e.g., possibly involving one or more of training, general assistance, supervision by someone skilled in the work, encouragement, monitoring outcomes, and subsequent discussion of progress).
- You will be advised of the appeal process.

Capability Performance Procedure - Stage 3

If, after a reasonable time has been allowed for improvement, the nominated officer considers that the employee's performance remains less than satisfactory, a further formal disciplinary hearing will take place.

Outcome - Stage 3

If unsubstantiated:

- You will be informed of the decision at the interview and it will be confirmed by letter within five days.
- You will agree an action plan, if appropriate to help you to overcome any problem, which may have been raised (e.g. possibly involving one or more of training, general assistance, supervision by someone skilled in the work, encouragement, monitoring outcomes, and subsequent discussion of progress).

If substantiated:

- You will be issued with a Final Written Warning at the interview and advised that any further breaches of the capability (performance) procedure or departure from the agreed plan may ultimately lead to you being dismissed.
- You will agree an action plan, to help you to overcome any issue in relation to your performance (e.g. possibly involving one or more of training, general assistance, supervision by someone skilled in the work, encouragement, monitoring outcomes, and subsequent discussion of progress).
- You will be advised of the appeal process.

Capability Performance Procedure - Stage 4

At stage 4 only a nominated officer together with a representative from HR will review the case.

If, the nominated officer feels that the employee's performance remains less than satisfactory, a further formal disciplinary hearing will be convened.

Outcome - Stage 4

If unsubstantiated:

- You will be informed of the decision at the interview and it will be confirmed by letter within five working days.
- You will agree an action plan, if appropriate to help you to overcome any problem, which may have been raised (e.g. possibly involving one or more of training, general assistance, supervision by someone skilled in the work, encouragement, monitoring outcomes, and subsequent discussion of progress).

If substantiated:

One of the following options will be applied:

- You will be issued with a notice of dismissal.
- You will agree an action plan, to help you to overcome any issue in relation to your performance (e.g. possibly involving one or more of training, general assistance, supervision by someone skilled in the work, encouragement, monitoring outcomes, and subsequent discussion of progress).
- You will be advised that any further occurrences of incapability or misconduct may result in dismissal
- You will be advised of the appeal process.

Grievance Procedure

The aims of Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s grievance procedures are to:

- Provide an opportunity for the grievance to be aired and investigated
- Resolve the matter as fairly and as quickly as possible
- Provide clear guidelines of the actions that may be taken

Stage 1

If an employee has a grievance they should discuss the matter initially with their immediate line manager, having made it clear that it is a grievance. If the grievance is submitted verbally the employee may be asked to follow it up in writing, to assist the line manager in fully understanding the nature of the grievance. In most cases the line manager can best deal with the grievance on an informal basis. Raising a concern at an early stage may also assist in reaching a prompt and satisfactory outcome.

If the grievance is against the line manager, the employee should raise the grievance with the Director(s).

The immediate line manager or the line manager's manager should keep a written record of the discussions and provide a written response to the employee of the agreed outcome as soon as reasonably practical. A copy of the notes of the discussions held should be held on file and a copy given to all persons who were present during the informal meeting(s). If the employee is dissatisfied with the response given, they can pursue the matter to Stage 2 – the Formal Stage of the procedure.

Stage 2

If an employee has a grievance arising from employment with the Company that cannot be resolved informally, the issue should be raised by writing to the immediate supervisor. If the complaint or grievance relates to the immediate manager, the grievance can be raised with the next level of management.

On receipt of a written grievance, the person allocated to hear the grievance should invite the employee to attend a grievance hearing (to be held at a time and a place that is reasonable for both the Company and the employee).

The employee will have the right to be accompanied by a work colleague or Trade Union Official of his/her choice. If the employee wishes to exercise this right then they must inform the Company as soon as practicable, of the identity of their companion.

At the initial hearing the employee will be given the opportunity to explain the grievance and for it to be discussed.

The Manager dealing with the grievance will usually inform the employee of their decision within five working days of the grievance hearing. However, this time limit will be extended if the issues raised by the employee warrant further investigation. If so, the Manager dealing with the grievance will inform the employee of the reasons for the delay and the likely timescale for a response.

Stage 3

If the problem is still not resolved satisfactorily, the employee is entitled to appeal against the decision. This must be done in writing within 5 working days of receiving notification of the Stage 2 decision, setting out the basis for the appeal.

On receipt of the written appeal, the person allocated to hear the appeal (normally a member of the next level of management) will arrange for a grievance appeal hearing, at a time and place that is reasonable for both the Company and the employee.

The employee will have the right to be accompanied by a work colleague or Trade Union Official of his/her choice. If the employee wishes to exercise this right, then they must inform the Company as soon as practicable of the identity of their companion

At the grievance appeal hearing the employee will be given the opportunity to explain the grounds for appeal and for this to be discussed. The person dealing with the appeal will usually inform the employee of their decision within 10 working days of the appeal hearing. However, this time limit will be extended if the issues raised by the employee warrant further investigation. If so, the person dealing with the grievance will inform the employee of the reasons for the delay and the likely timescale for a response.

The decision of the Manager conducting the appeal will be final there will be no further right of appeal.

Confidential e-mail

Vermont is keen to make sure that staff can voice their concerns. If you feel that you wish to talk confidentially to someone (particularly if it relates to your own manager), then you can e-mail Vermont's confidential e-mail address, which is monitored by our external HR provider, Hybrid HR.

The e-mail address is confidential.hr@vermontcl.com.

Dignity at Work

Objective

The Company recognises the right of every employee to be treated with respect and dignity. The Company is committed to the development of positive policies for the elimination of harassment and bullying in the workplace. These guidelines have been drawn up with the objective of preventing harassment and/or bullying at the workplace and are applicable to employees at every level.

Harassment can take many forms, an illustration of which is below and may include:

- unnecessary and unwanted physical contact ranging from touching to serious sexual or physical assault;
- verbal conduct such as sexist, racist and homophobic comments or innuendo; derogatory remarks about disability or age; slogans, insults, comments of a personal nature; suggestive remarks, inappropriate jokes or language;
- unwanted non-verbal conduct, including sexually suggestive gestures, staring and leering;
- display, storage, or circulation of offensive material (including information held on a computer);
- conduct that denigrates, threatens, ridicules, intimidates, or abuses, undermines or undervalues an individual because of characteristics such as gender, sexuality, disability, race, age or religion or belief including derogatory or degrading remarks or insults or offensive comments about appearance or dress;
- unwanted sexual attention or advances;
- suggestions that sexual favours may result in career advancement or some other employment benefit (or that refusal of such suggestions may result in some form of detriment);
- unfair treatment, which might include deliberate exclusion from conversations or events at work, for reasons based on characteristics such as age, culture, disability, ethnic origin, gender, race, religion, or sexuality.

This is by no means an exhaustive list and harassment may come in another form not shown here.

Where any conduct constitutes a criminal offence, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) may directly report the incident to the police or other relevant regulatory bodies.

Bullying is persistent, offensive, abusive, intimidating, malicious or insulting behaviour, abuse of power or unfair penal sanctions which makes the recipient feel upset, threatened, humiliated or vulnerable, which undermines their self-confidence, and which may cause them to suffer stress. Employers have a general duty to protect employees' health and safety at work and failure to address a problem of bullying may contravene this legislation.

The Company has an obligation to provide an environment free from harassment and/or bullying. All employees have a responsibility to help to ensure that there is none. Management and supervisors have a particular duty to

ensure that harassment and bullying does not occur in work areas for which they are responsible. Any threat or insinuation made that an employee's rejection of sexual advances will influence an employment decision affecting that person, will be treated as a serious disciplinary offence and may result in ultimate dismissal. Employees who consider they are suffering from harassment and bullying should ensure it is made clear to the alleged harasser that such behaviour is unwanted and unwelcome.

The Grievance procedure may be used to deal with complaints of harassment and bullying. However, complaints should follow the steps set out in this policy, in the first instance wherever practicably possible. Employees, who consider they are suffering from harassment and bullying can seek advice, support in total confidence, without obligation, to take a complaint further from a Director. If harassment continues in any form, a complaint under the existing procedure for dealing with grievances should be made. Where the grievance procedure is used, an opportunity will be afforded to the employee concerned to bring along a friend employed at the workplace or a trade union representative.

In circumstances where a complaint of harassment and bullying is made against the employee's manager, the matter shall be referred to a more senior manager in accordance with the normal procedure. If the complaint is against a Director or Senior Manager, another Director will deal with the complaint. It will be considered a disciplinary offence to victimise or retaliate against a person making a complaint of harassment or bullying and assisting in an investigation.

GDPR Policy (Incorporating Monitoring Policy)

Policy Statement

Every day our business will receive, use and store personal information about our clients, associates and colleagues. It is important that this information is handled lawfully and appropriately in line with the requirements of the Data Protection Act 2018 and the General Data Protection Regulation (collectively referred to as the 'Data Protection Requirements').

We take our data protection duties seriously because we respect the trust that is being placed in us to use personal information appropriately and responsibly.

About This Policy

This policy, and any other documents referred to in it, sets out the basis upon which we will process any personal data we collect or process.

This policy does not form part of any employee's contract of employment and may be amended at any time.

Your line manager can direct you to the person responsible for ensuring compliance with the Data Protection Requirements and with this policy. Any questions about the operation of this policy or any concerns that the policy has not been followed should be referred in the first instance to the Data Protection Officer or reported in line with the Company's Whistleblowing Policy or Grievance Policy.

What is Personal Data?

Personal data means data (whether stored electronically or paper based) relating to a living individual who can be identified directly or indirectly from that data (or from that data and other information in our possession).

Processing is any activity that involves use of personal data. It includes obtaining, recording, or holding the data, organising, amending, retrieving, using, disclosing, erasing, or destroying it. Processing also includes transferring personal data to third parties.

Sensitive personal data may include personal data about a person's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic, biometric, physical, or mental health condition, sexual orientation, or sexual life. It can also include data about criminal offences or convictions. Sensitive personal data can only be processed under strict conditions, including with the consent of the individual.

Data Protection Principles

Anyone processing personal data must ensure that data is:

- Processed fairly, lawfully and in a transparent manner.
- Collected for specified, explicit and legitimate purposes and any further processing is completed for a compatible purpose.
- Adequate, relevant, and limited to what is necessary for the intended purposes.
- Accurate, and where necessary, kept up to date.
- Kept in a form which permits identification for no longer than necessary for the intended purposes.

- Processed in line with the individual's rights and in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organisational measures.
- Not transferred to people or companies situated in countries without adequate protection and without firstly having advised the individual.

Fair and Lawful Processing

The Data Protection Requirements are not intended to prevent the processing of personal data, but to ensure that it is done fairly and without adversely affecting the rights of the individual

In accordance with the Data Protection Requirements, we will only process personal data where it is required for a lawful purpose. The lawful purposes include (amongst others): whether the individual has given their consent, the processing is necessary for performing a contract with the individual, for compliance with a legal obligation, or for the legitimate interest of the business. When sensitive personal data is being processed, additional conditions must be met.

Processing for Limited Purposes

In the course of our business, we may collect and process the personal data. This may include data we receive directly from a data subject (for example, by completing forms or by corresponding with us by mail, phone, email or otherwise) and data we receive from other sources (including, for example, location data, business partners, subcontractors in technical, payment and delivery services, credit reference agencies and others).

We will only process personal data for the specific purposes set out in Schedule 1 or for any other purposes specifically permitted by the Data Protection Requirements. We will notify those purposes to the data subject when we first collect the data or as soon as possible thereafter.

Notifying Individuals

If we collect personal data directly from an individual, we will inform them about:

- The purpose or purposes for which we intend to process that personal data, as well as the legal basis for the processing.
- Where we rely upon the legitimate interests of the business to process personal data, the legitimate interests pursued.
- The types of third parties, if any, with which we will share or disclose that personal data.
- The fact that the business intends to transfer personal data to a non-EEA country or international Company and the appropriate and suitable safeguards in place.
- How individuals can limit our use and disclosure of their personal data.
- Information about the period that their information will be stored, or the criteria used to determine that period.
- Their right to request from us as the controller access to and rectification or erasure of personal data or restriction of processing.
- Their right to object to processing and their right to data portability.
- Their right to withdraw their consent at any time (if consent was given) without affecting the lawfulness of the processing before the consent was withdrawn.
- The right to lodge a complaint with the Information Commissioners Office.

- Other sources where personal data regarding the individual originated from and whether it came from publicly accessible sources.
- Whether the provision of the personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether the individual is obliged to provide the personal data and any consequences of failure to provide the data.
- The existence of automated decision-making, including profiling and meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the individual.

If we receive personal data about an individual from other sources, we will provide them with this information as soon as possible (in addition to telling them about the categories of personal data concerned) but at the latest within 1 month.

We will also inform data subjects whose personal data we process that we are the data controller regarding that data. Your Line Manager can direct you to the person responsible for Data Protection within the Company.

Adequate, Relevant and Non-Excessive Processing

We will only collect personal data to the extent that it is required for the specific purpose notified to the data subject.

Accurate Data

We will ensure that the personal data we hold is accurate and kept up to date. We will check the accuracy of any personal data at the point of collection and at regular intervals afterwards. We will take all reasonable steps to destroy or amend inaccurate or out-of-date data.

Timely Processing

We will not keep personal data longer than is necessary for the purpose or purposes for which it was collected. We will take all reasonable steps to destroy, or erase from our systems, all data which is no longer required.

Processing in line with Data Subject's Rights

We will process all personal data in line with data subjects' rights, in particular their right to:

- Confirmation as to whether personal data concerning the individual is being processed.
- Request access to any data held about them by a data controller (see below relating to Subject Access Requests).
- Request rectification, erasure, or restriction on processing of their personal data.
- Lodge a complaint with a supervisory authority.
- Data portability.
- Object to processing including for direct marketing.
- Not be subject to automated decision-making including profiling in certain circumstances.

Data Security

We will take appropriate security measures against unlawful or unauthorised processing of personal data, and against the accidental or unlawful destruction, damage, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored, or otherwise processed.

We will put in place procedures and technologies to maintain the security of all personal data from the point of the determination of the means for processing and point of data collection to the point of destruction. Personal data will only be transferred to a data processor if they agree to comply with those procedures and policies, or if they put in place adequate measures themselves.

We will maintain data security by protecting the confidentiality, integrity, and availability of the personal data, defined as follows:

- Confidentiality means that only people who are authorised to use the data can access it.
- Integrity means that personal data should be accurate and suitable for the purpose for which it is processed.
- Availability means that authorised users should be able to access the data if they need it for authorised purposes. Personal data should therefore be stored on the Company's central computer system instead of individual PCs.

Security procedures include:

- Entry controls. Any stranger seen in entry-controlled areas should be reported.
- Secure lockable desks and cupboards. Desks and cupboards should be kept locked if they hold confidential information of any kind. (Personal information is always considered confidential.)
- Data minimisation.
- Pseudonymisation and encryption of data.
- Methods of disposal. Paper documents should be shredded. Digital storage devices should be physically destroyed when they are no longer required.
- Equipment. Staff must ensure that individual monitors do not show confidential information to passers-by and that they lock/log off from their PC when it is left unattended.
- Transferring Personal Data Outside of the EEA

We may transfer any personal data we hold to a country outside the European Economic Area ('EEA') or to an international Company, provided that one of the following conditions applies:

- The country to which the personal data is transferred ensures an adequate level of protection for the data subjects' rights and freedoms.
- The data subject has given their consent.
- The transfer is necessary for one of the reasons set out in the Act, including the performance of a contract between us and the data subject, or to protect the vital interests of the data subject.
- The transfer is legally required on important public interest grounds or for the establishment, exercise, or defence of legal claims.
- The transfer is authorised by the relevant data protection authority where we have adduced adequate safeguards with respect to the protection of the data subjects' privacy, their fundamental rights and freedoms, and the exercise of their rights.

Subject to the requirements above, personal data we hold may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Those staff may be engaged in, among other things, the fulfilment of contracts with the data subject, the processing of payment details and the provision of support services.

Disclosure and Sharing of Personal Data

We may share personal data we hold with any member of our group, which means our subsidiaries, our ultimate holding Company, and its subsidiaries, as defined in section 1159 of the Companies Act 2006.

Monitoring

From time to time, we will monitor various aspects of our employees' work, performance and in other situations. This can include:

1. Monitoring of e-mail and internet usage;
2. Monitoring of mobile phone usage;
3. CCTV monitoring (either on our site or on those of our clients);
4. Monitoring of output and performance which may include the systems which employees use;

Subject Access Requests

Individuals must make a formal request for information we hold about them. Employees who receive a request should forward it to their Line Manager immediately.

When receiving telephone enquiries, we will only disclose personal data we hold on our systems if the following conditions are met:

- We will check the caller's identity to make sure that information is only given to a person who is entitled to it.
- We will suggest that the caller put their request in writing if we are not sure about the caller's identity and where their identity cannot be checked.

Where a request is made electronically, data will be provided electronically where possible.

Our employees will refer a request to their line manager [or the Data Protection Compliance Manager] for assistance in difficult situations.

Changes to this Policy

We reserve the right to change this policy at any time. Where appropriate, we will notify changes by mail or email.

Expenses Policy

In addition to your salary and any other benefits which you are entitled to, if you incur expenses in the normal course of your duties, you be entitled to be reimbursed for any expenses you have personally paid for provide that you have:

- i. Have obtained prior approval by a Director to incur the expense;
- ii. You have submitted your expenses claim within three months of incurring the expense;
- iii. You have a valid receipt/invoice/booking confirmation or evidence in support of the cost you have incurred;
- iv. You have used the most reasonable option possible for example using public transport if this would be more cost effective than to travel by car;
- v. Any overnight accommodation must have been approved in advance by a Director.

Email and Internet Policy

To maximise the benefits of computer resources and minimise potential liability, employees are only permitted to use the Company's computer systems in accordance with the Company's Data Protection and Monitoring policies as well as adhering to the following guidelines.

The Company's computer systems, software and their contents belong to the Company, and they are intended for business purposes. Employees are permitted to use the systems to assist in performing their jobs. The Company has the right to monitor and access all aspects of its systems, including data which is stored on the Company's computer systems in compliance with the Data Protection Act 1998.

Employees must receive prior approval from management before using any part of the computer systems for personal use.

Security

Employees are required to log on to the Company's computer systems using their own password (where provided) which employees are required to keep secret.

Employees are not permitted to use another employee's password to log on to the computer system, with or without the employee's permission. If an employee logs on to the computer using another employee's password, that employee will be liable to disciplinary action up to and including summary dismissal for gross misconduct. Any employee who discloses their password to another employee will be liable to disciplinary action.

To safeguard the Company's computer system from viruses, employees are not permitted to load or run unauthorised games or software, or to open documents or communications from unknown origins. Where the computer has Internet or electronic mail (Email) facilities installed, employees are not permitted to download or open files from the Internet. Email attachments received must be forwarded to the designated IT person, for virus checking prior to opening.

On leaving the Company's employment, and at any other time at management request, employees are required to hand in all Company information and data held in computer-useable format.

Use of the Internet and Email

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s web and email accounts should be used only for the purpose of the Company and related matters. Employees should always be aware that they are representing the Company when emailing from Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s accounts and therefore all communication should uphold the professional integrity of the Company.

Emails sent on behalf of Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) could give rise to legal action against the Company. Claims of defamation, breach of confidentiality or breach of contract could arise from the misuse of emails. It is therefore vital for email messages to be treated like any other form of correspondence. You are also reminded that these email messages may be disclosed to the individual and any legal action could be commenced against Vermont Property Group Limited (including Vermont Construction (Manchester) Limited), relevant to the issues set out in the email. Therefore, care must always be taken when referring to individuals.

Inappropriate Use

Misuse of the Company's computer systems may result in disciplinary action, up to and including dismissal. Examples of misuse include, but are not limited to, the following:

- Sending, receiving, downloading, displaying, or disseminating material that insults, causes offence or harasses others
- Accessing inappropriate or unlawful materials
- Engaging in on-line chat rooms or gambling
- Use of Social Networking Websites
- Forwarding electronic chain letters or similar material
- Downloading or disseminating copyright materials
- Transmitting confidential information about the Company or its clients
- Downloading or playing computer games
- Copying or downloading Software

Mobile Phone Policy

The company allows employees reasonable use of their mobile phone for personal calls and messages. However, where possible, use of personal mobile phones should be kept to break times.

Any employee who has a mobile phone provided by the Company may use their mobile phone for reasonable personal use. However, the Company reminds employees that they may monitor use of the mobile phone and employees are referred to the Monitoring Policy.

Company Mobile Phones, Tablets and Laptops

Where a mobile phone is issued by the company, it is for business use only and will remain the property of the Company at all times. The employee is responsible for its safekeeping, use and condition. The Employee will be responsible for the cost of repairing or replacing any phone which is damaged. If necessary, this will be deducted from any final pay upon you leaving the Company.

The mobile phone is primarily for work use to enable staff to do their job, i.e. keep in touch with the company about matters they need to know about, so that employees can contact clients and vice versa. The Employee is therefore responsible for making sure the phone is charged and switched on at all times during your working day.

Employees should not sign up to any text message-based information e.g. traffic alerts, text voting etc. Internet use is for e-mail and business use only for applications such as Aconex field.

Employees can not download any applications or programmes to any phone or device unless agreed by the Finance Manager or IT Manager.

The SIM card should stay in the phone to which it was allocated unless it is placed within another Company mobile. Employees should not use the camera function except for site photos or in an emergency e.g. where you have had a car accident and photographic evidence may be needed.

The Company will allow employees *reasonable* use of Company mobiles for personal use. Where the Company deems personal use to be excessive, the Company reserves the right to deduct the cost from pay. The Company may also consider any excessive use as a disciplinary matter and employees are referred to the Disciplinary Policy in this regard.

Lost or Stolen Mobiles

The Employee is responsible for keeping the mobile safe at all times and it should not be left unattended. If the phone is lost then you must report it to Head Office immediately during working hours. Outside working hours, you should report it directly to Vodafone directly on 0161 446 4310 to ensure that the account and there is no unauthorised usage.

The Company reserves the right to claim the cost of reimbursement for the cost of the phone, excessive usage charges should employees not follow the correct procedure. For repeated loss of the phone, failure to adequately protect/take care of the phone, or failure to report the loss of a phone, the Company may deem this to be a disciplinary issue as per the disciplinary policy.

Monitoring of Usage and Costs

The Company receives an itemised bill for all Company mobiles and this is monitored on a monthly basis. High or clear personal usage will be reported to the Employee's line manager and an investigation may be carried out. High usage is defined as usage which falls outside the normal usage pattern for the individual, or outside the usage pattern in comparison to other similar users.

If it is found that a company mobile has been misused, the Company may carry out a formal investigation which may lead to disciplinary action being taken.

Mobile use abroad

All company mobiles are barred from being used abroad unless the network provider has been specifically instructed by the Company to allow such usage. If the bar needs to be lifted, please contact Head Office so that this may be considered.

Equality, Diversity & Inclusion Policy

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) is committed to promoting equality of opportunity, tackling discrimination, and valuing the diversity of both our staff and the communities we serve.

The policy is based on the legal requirements to comply with the Equality Act 2010 and the antidiscrimination legislation protecting people from being discriminated against on the grounds of their:

- age
- disability
- gender reassignment
- marriage and civil partnership
- pregnancy and maternity
- race
- religion or belief
- sex
- sexual orientation

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) wishes to create and sustain an Companyal culture which values people from all sections of the community and the contribution everyone can make to Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s work.

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) is committed to promoting equality throughout the Company and requires all staff, and partners to participate fully in achieving our aims.

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will ensure appropriate training, guidance and advice is provided to meets these aims and commitment.

The policy provides a framework for monitoring performance and achieving best practice across the Company in all business areas including employment, service provision and governance.

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will ensure equality and welcome diversity in all aspects of employment policy and practice including:

- recruitment and selection
- training and development
- consultation and participation
- pay and benefits/pensions
- grievance and employee welfare
- appraisal and promotion
- membership of a recognised trade union
- non-members of a trade union.

Our commitments

Through effective governance and management, we are committed to:

- promoting equality, diversity and social inclusion amongst our clients, staff, and partners and all those we work with
- challenging and eradicating discrimination wherever we encounter it on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation
- always treating everyone with dignity and respect
- providing responsive and accessible services that meet individual needs
- reviewing and auditing our equality, diversity, and inclusion activities
- ensuring we keep our approach up to date with changes in society, legislation, and regulation.

We take seriously our legal duty to provide all our services and employment opportunities fairly and without discrimination, and we comply with all relevant codes of practice.

Meeting our commitments

Our services

We meet these commitments by:

- promoting an environment that provides all our employees a space free of discrimination and prejudice
- removing any barriers that limit access to services and where possible tailor service delivery to meet individual needs
- providing accessible information and a variety of ways in which our students can have their say on all our services
- building on good practice.

Our staff

We meet these commitments by working towards:

- being an inclusive employer
- positively valuing the contribution of staff
- challenging and eliminating all discrimination
- developing and promoting recruitment policies and practices that give everyone equal access to employment opportunities
- exercising zero tolerance of bullying and harassment, and ensuring that everyone knows about their rights of protection
- making sure that all managers and staff know and understand the purpose of this policy

Monitoring and Reviewing

It is the responsibility of the Director(s) to ensure that our equality, diversity, and inclusion aims are kept under review and are implemented throughout Vermont Property Group Limited (including Vermont Construction (Manchester) Limited).

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) Management Team has specific accountability for monitoring the implementation of this equality, diversity, and inclusion policy.

The policy is reviewed every two years, and earlier in the event of significant social, legal, or regulatory changes.

Flexible Working

What is the Right to Request to Work Flexibly?

From 6th April 2024, there is a right to request flexible working from day one of your employment it applies not just to those with parental responsibility for a child, or caring responsibilities for an adult. There is a right to **request** flexible working, but not necessarily for this to be granted.

Eligibility

To be eligible to apply flexible working, employees:

1. You have started working for Vermont Property Group Limited (including Vermont Construction (Manchester) Limited);
2. You have not made 2 other applications within the previous 12 months.

Making an Application

An application to work flexibly must be in writing and specify the following:

1. that the request is made under this policy;
2. confirm how you meet the eligibility criteria of service;
3. what you wish to change and when you want this to take effect from;
4. any impact this change may have on Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) and how this may be overcome;
5. the date of any previous flexible working request.

The terms and conditions you can request to change only relate to hours, start/finish times and place of work.

An application must be made in writing; however, it can be submitted via letter or email. A flexible working form can be found in Form C.

Consideration of the Request

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will give serious and full consideration to all requests to work flexibly. If the request can be agreed, we will confirm this in writing to you.

If we cannot agree it, then we will arrange a meeting with you and the outcome will be given to you within 2 months of the date of your request confirming if it can be agreed and if not, why not.

Although there is no legal right to be accompanied to the meeting, we will agree to you being accompanied by a fellow employee. If you or your work colleague are not available for the meeting, then an alternative time and date will be arranged usually within seven days.

If Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) cannot meet your request, it will be on one or more of the following grounds:

1. the burden of additional costs
2. an inability to reorganise work amongst existing staff
3. an inability to recruit additional staff
4. a detrimental impact on quality
5. a detrimental impact on performance
6. detrimental effect on ability to meet customer demand
7. insufficient work for the periods the employee proposes to work
8. a planned structural change to your business

The outcome of the request will be confirmed to the employee in writing within 14 days of the meeting unless an extension is agreed, regardless of whether it is agreed or not.

If the requested change of working arrangements is accepted, then the new terms and conditions that apply are permanent. You have no right to return to your old terms and Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) has no right to enforce a return unless a trial of the new terms has been unsuccessful.

Trial Period

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) may decide to offer the new way of working on a trial basis initially if it is not sure what the impact of it will be on the business. In such circumstances, the change to your terms and conditions of employment during the trial period is a temporary change to your terms and conditions of employment.

If the trial is not successful, you will go back to your previous terms and conditions of employment. If the requested change of working arrangements is accepted at the end of the trial, then the temporary terms and conditions will become permanent.

In such circumstances Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will also clearly set down:

- that its agreement to the employee's request for flexible working is subject to the outcome of the trial period;
- the length of the trial period (i.e., when the period starts and when it ends);
- that the change to the employee's terms and conditions of employment during the trial period is a temporary change to their terms and conditions of employment;
- the temporary changes to the employee's terms and conditions of employment during the trial period (e.g., a change in working hours);
- the date that the employee will revert to their previous terms and conditions of employment if Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) disagrees with their request for flexible working.

The period between that date and the expected date that the employee will be notified of Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) decision about their request for flexible

working should give that employee sufficient time to re-adjust to their previous terms and conditions of employment.

For example, the employee should be given sufficient time to put back in place previous childcare arrangements. In effect, this will extend the length of the trial period.

The Appeals Process

You have the right of appeal if your application is declined and you must put your appeal in writing within 14 days of receipt of Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s decision, unless an extension is agreed.

The letter of appeal must clearly state the grounds for appeal and we will arrange a further meeting will then be arranged in the same manner as the original hearing giving you the right to be accompanied.

Following the appeal hearing we will confirm the outcome in writing within a further 14 days (unless an extension has been agreed) detailing whether the original decision can be upheld or overturned.

The decision at the appeal hearing stage is final.

Withdrawing an Application

An employee can withdraw their application at any time before it has been accepted and any new terms and conditions agreed and put in place. If you withdraw your application, you will only be able to make one further request within 12 months of the initial application.

If you fail to attend more than one meeting arranged to discuss the request and do not provide a reasonable explanation or you fail to provide the required information, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) may assume that the application has been withdrawn. This will be confirmed to you in writing.

Health and Safety Policy

It is the policy of Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) to ensure, so far as is reasonably practicable, the health, safety and welfare of its employees and the health and safety of other persons who may be affected by its activities. The Company will take steps to ensure that its statutory duties are always met.

The Company's Responsibilities

The Company will ensure that:

- all processes and systems of work are designed to take account of health and safety and are always properly supervised
- a member of senior management maintains specific responsibility for health and safety
- competent people are appointed to assist us in meeting our statutory duties including, where appropriate, specialists from outside of the Company
- all employees are consulted on matters relating to health, safety, and welfare
- adequate facilities and arrangements will be maintained to enable employees to raise issues of health and safety
- each employee will be given such information, instruction, and training as is necessary to enable the safe performance of work activities
- all arrangements are brought to employees' attention and are monitored and reviewed to ensure that they are effective.

Employees' Responsibilities

Employees must ensure that they:

- co-operate with management to enable all statutory duties to be complied with
- take reasonable care of their own health and safety and the health and safety of others who may be affected by their acts or omissions
- familiarise themselves with the health and safety arrangements which apply to them and their work functions.

Intoxicants

Any employee, who in the opinion of the management, is unfit to work safely or competently, through the effects of intoxicating liquor, drugs or solvents, will be sent home and liable to disciplinary action. The consumption of alcohol and the use of controlled substances and solvents on the premises are strictly forbidden. Any breach of these rules is regarded as gross misconduct.

Driving Policy

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will use policies and procedures to ensure that all staff who drive as part of their role are compliant with the relevant laws in place at the time.

All staff who drive as part of their role (whether using their own or a company vehicle) must:

- have a full driving licence that allows you to drive within the UK and abroad, if so required;
- comply with all relevant road traffic laws and parking regulations while driving for business;
- obtain an appropriate and valid vehicle insurance policy and you should notify your insurance provider that your vehicle is used for business use;
- declare any points, pending or imposed convictions prior to commencement of the policy and any changes thereafter at any point during your employment.;
- may be required to provide a copy of your driving licence or be asked for your consent to an online driving licence check on an annual basis.
- Any mileage claimed must be for your own vehicle while you are driving. You cannot claim if you are a passenger in another person's vehicle.

Environmental Policy

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will use policies and procedures that will ensure the conservation of natural resources whilst minimising any adverse environmental impact from our operations, including:

- Waste reduction
- Recycling
- Unnecessary travel
- Using public transport where possible
- Energy Conservation

We aim to review our environmental policies and procedures regularly to improve our performance and quality. All employees are made aware of this policy and their responsibilities for environmental issues.

The Company operates an energy conservation policy to ensure that:

- All non-critical equipment is switched off when not needed.
- Low energy electrical equipment will be preferred for purchase.

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will perform business electronically where possible to reduce paper usage. We always purchase products that are environmentally friendly, re-usable, and recyclable and that do not damage the environment. Whenever possible, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) re-uses incoming packaging materials.

This policy statement is on display at Company premises and is currently being made available to the public via our website.

Wastage Policy

We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all our operations. You can promote this policy by taking extra care in the pursuit of your normal duties to avoid unnecessary or extravagant use of services, time, materials and machinery and the following points are illustrations of this:

- Take care when setting up machines - use less expensive material whenever possible.
- Handle machines with care.
- Turn off any unnecessary lighting and heating. Keep doors closed whenever possible and do not allow taps to drip.
- Ask for other work if your job has come to a standstill.
- Start with the minimum of delay following designated breaks.

Failure to comply with this policy may result in the appropriate disciplinary action being taken against you. Any damage to 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.

Any loss to us that is the result of your failure to observe rules, procedures, or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.

Rights of Search

We have the right to carry out random checks on the identity, persons, and property (including vehicles) of all employees at any time whilst they are on the premises or in the business. It is understood that such checks in themselves do not imply suspicion in relation to the individual concerned.

If this should happen, if practicable you will be accompanied by a third party who is on the premises at the time a search is taking place, or at the time that any further questioning takes place. You may be asked to remove the contents of your pockets, bags, vehicles etc. Whilst you have the right to refuse to be searched, refusal by you to agree to being searched can constitute a breach of contract, which could result in your dismissal. We reserve the right to call in the police at any stage.

Training Policy

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s employees play a crucial role in ensuring business success. Wherever possible, all necessary steps will be taken to ensure that employees are provided with the training they require to perform their duties effectively at all stages of employment. During your employment, your line manager will assess your training requirements and arrange for that training to be provided where necessary. Very often, employees' needs will be adequately met by a combination of on the job and related in-house training. From time to time, however, it may be necessary to arrange external training. It is compulsory for you to undertake training that the Company deems necessary for the proper performance of your duties.

The kinds of training that the Company provides fall into four broad categories: induction, on the job, in-house and external.

Induction

Whenever a new employee joins the Company, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will endeavour to ensure that they are given a proper introduction to the workplace, colleagues, catering facilities, duties, health and safety and other procedures.

The main purpose of the induction process is to enable a new employee to become productive as quickly and effectively as possible.

On the Job Training

Very often, new skills can be gained as part of on-the-job training by recently trained and/or more experienced colleagues. Employees will undergo this kind of training from time to time throughout their employment with the Company.

In House Training

From time to time, the Company will bring outside trainers into the workplace and organise internal training courses. This form of training will often be triggered by the introduction of new equipment and working methods and will be arranged when on the job training cannot be supplied.

External Training

External training may be provided in a variety of forms ranging from short courses of a few hours' duration, through to lengthy courses leading to the award of qualifications.

Where necessary, the Company will arrange for employees to undertake external training where this cannot be provided in-house.

Cost Reimbursement

Employees who undertake external training courses with significant cost implications will be required, before commencing the course, to sign an undertaking to repay a proportion of the costs of the course if they leave the Company's employment within 12 months of the end of the course.

This requirement to repay the Company will be reduced by 1/12th of the course costs for each complete month that the employee remains employed by the Company after the end of the course.

Social Media Policy

Policy Principles

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) expects all of its workforce, including employees and self-employed staff to act carefully and responsibly to protect the Company's image and reputation.

All staff should follow our confidentiality policy and data protection/GDPR policies which you are responsible for reviewing.

All employees and self-employed contractors are expected to respect our clients, customers, suppliers, and partners.

Employees are asked to sign a declaration upon commencement with Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) to confirm that they are happy for any media/content relating to them to be published by Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) and its affiliates. You will be notified of any individuals who have not consented to the publication of media relating to them and any action contrary to the wishes of them is **strictly forbidden**.

Using social media for business

Guidance for using social media for business

This policy should be read in conjunction with Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) 's internet and data protection/GDPR policies which are of relevance to staff using social media as part of their job.

Staff must not:

- Create, publish, re-publish, post, re-post material that might be defamatory or incur liability for the Company. Staff who use social media as part of their role or for business purposes will be given clear guidance on what this means;
- Post messages, status updates or links to material or content that is inappropriate; inappropriate content includes pornography, racial or religious slurs, gender-specific comments, information encouraging criminal activity, acts of terrorism or inciting racial hatred, materials relating to gambling or the use of illegal drugs;
- This definition of inappropriate content or material also covers any text, images or other formats that could reasonably offend someone based on race, religion, sex, religious or political belief, nationality, creed, disability, sexual orientation, gender identity (including non-binary status) or any other characteristic protected by law.
- Use social media for any illegal or criminal activity;
- Send offensive or harassing material to others via social media;
- Broadcast material relating to social, religious, political, and other non-business-related matters;
- Use social media for advertising or endorsing products or beliefs of their own;
- Send or post messages, status updates which could damage the reputation of Vermont Property Group Limited (including Vermont Construction (Manchester) Limited);
- Discuss staff, colleagues, clients, customers, suppliers, or partners without their express approval;
- Post, upload, re-post, forward or link spam, junk e-mail or chain e-mails or messages;

- Staff and self-employed contractors must not under any circumstances upload, re-post images/videos/photos of those who have not provided consent in accordance with the social media declaration.

Representing Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) on social media

In general, staff must only post updates, messages or otherwise use these accounts unless authorised by the Director(s) and in line with the Company's objectives. Examples of this are:

- Responding to queries or enquiries from clients, customers, suppliers, or partners;
- Share posts or articles and other content created by the Company;
- Share articles, videos, photos, and other content relevant to the Company, even if this was not created by the Company;
- Post job opportunities or details of events being hosted, co-hosted or created by the Company or which the Company is involved in;

Some staff represent the Company by assisting with our social media accounts, posts and content. We expect them to act responsibly to protect the Company's security, image, and reputation and in accordance with any style or branding adopted by the Company.

Users must:

- Be respectful, polite, and patient, when having conversations on behalf of the Company;
- Not speak outside their areas of expertise;
- Not post discriminatory, offensive, or libellous content, commentary, posts, or re-posts;
- Remove offensive material as soon as reasonably possible;
- Amend or update any misleading, false, or incorrect statements, comments, or posts as soon as reasonably possible.

Only authorised staff/self-employed contractors can use the Company's social media accounts, and this will be granted by the Director(s).

Anyone contacted by journalists or the media through social media must refer this to the Director(s), as soon as reasonably possible.

Employees/self-employed contractors should not contact, send messages, or interact with clients, customers, suppliers, or partners via their own personal social media accounts.

Employees/self-employed contractors must not create social media accounts in the Company's name without express authorisation. The Company will carry out periodic checks to ensure that there are no unauthorised accounts in operation.

Using Social Media to access clients', customers', suppliers', or partners' information in the public domain

The Company's privacy statement sets out how clients', customers', suppliers' and partners' personal information is processed and stored by the Company and is provided to them on at the start of them providing any service to us. We may use social media platforms where required to prevent crime and fraud.

If we suspect inappropriate use of clients', customers', suppliers', or partners' information, we may carry out an investigation which may involve the review of social media accounts to obtain information relating to relationships between people, places, locations, and 'check-ins';

Inappropriate use includes (but is not limited to) the following:

- Monitoring of customers', clients', suppliers', or partners' social media accounts;
- Connecting with customers', clients', suppliers, or partners unnecessarily;
- Commenting or liking customers', clients'; suppliers' or partners' status updates, comments, or posts;
- Creating 'false' accounts to connect with customers', clients', suppliers or partners.

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will use social media to prevent fraud, criminal activity or to further its safeguarding obligations to those people they interact with, provide services or products to.

Employees' Use of Personal Social Media

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) allows employees to access their personal social media accounts during work time. We expect them to act responsibly and ensure their role is not affected. Using personal social media accounts to excess could affect the ability to perform their role and personal social media use may be restricted to break times.

Due to the nature of the Company, although we accept that staff have a right to private life and freedom of expression, staff must avoid making personal comments on their social media which is likely to cause offence or bring the Company into disrepute.

Where staff reference their employment/association with the Company, they must be careful when posting, re-posting, commenting content while they are engaged in the business of the Company.

Monitoring use of Social Media

As outlined in the Company's Monitoring Policy, the Company reserves the right to monitor social media content of its staff, particularly when used on devices provided by the Company.

All data, posts, re-posts, or comments relating to social networks written, sent, or received through the Company's systems is part of its records and they may be compelled by law to disclose it to any relevant authorities including (but not limited to) the Police and the Courts.

The Company considers the following not to be aligned with its social media policy:

- Not performing work-related tasks to use social media platforms;
- Disclosing confidential information through business or personal social media accounts;
- Directing offensive comments towards other members of online platforms.

Client/Customer use of Social Media Channels

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) is committed to protecting and respecting our clients' or customers' privacy.

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) has a duty of care towards our staff, and this includes their interactions with clients or customers on our social media channels.

Our social media channels are intended as a source of information for the clients, customers and the general public and as a place for the public to ask questions and enquire about our services. We strive to offer useful information about our products and services and to provide interesting and useful content for past and future clients, customers and members of the public and anyone interested in Vermont Property Group Limited (including Vermont Construction (Manchester) Limited).

In order to keep this environment open and friendly, we have established the following guidelines:-

- All users of the Company's YouTube channels, Facebook, LinkedIn and Twitter pages agree to comply with the individual providers' Terms of Service, which they sign up to upon registration to the channel. Additionally, the opinion and content posted to our page by other users do not necessarily reflect the opinions or views of Vermont Property Group Limited (including Vermont Construction (Manchester) Limited);
- Any commentary posted should be relevant and respectful to the Company and its community. We reserve the right to remove content that we deem unacceptable and to block any user who violates and/or repeatedly violates these terms.

Unacceptable activity includes, but is not limited to:

- Making comments which the Company deems to be abusive, offensive, violent, expletive, or degrading in any way;
- Abusing, threatening, stalking, harassing or in any way attacking other users on the platforms;
- Posting any content that is offensive or derogatory in terms of race, religion, ethnic background, gender, nationality, political beliefs, sexuality, or sexual identity (including non-binary status);
- Trolling;
- Using language or contents which is perceived to be disruptive, repetitive, misleading, deceptive, unlawful, or fraudulent;
- Commercial solicitation;
- Uploading, attaching, or sending files or links which contain viruses, corrupted files, or any other similar software or programmes that may damage the operation or compromise the security of the Company's computers and networks;
- Violation of any intellectual property rights.

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) reserves the right to modify or change these conditions at any time.

Compliance with this Policy

All users, clients and customers must comply with the Social Media Platform's individual Terms of Business/Use in addition to this policy.

Any employee found to have violated this policy may be subject to disciplinary action which may include termination.

We will remove, block, report or ban any employee, self-employed contractor, customer, client, supplier, or partner who:

- Encourages others to post unacceptable content;
- Uses offensive pictures or images as their profile picture;
- Has an offensive username.

Professional Integrity and Conduct

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) strives to deliver excellence through to all its clients and customers and therefore commands high standards of professional practice from all of its workforce. We recognise the key role of our staff in ensuring the quality of the services or products we provide and we must demonstrate high standards of professional integrity and conduct. The core values and professional standards that our staff subscribe to are expressed in terms that are accessible to them and to all others with an interest in the services or products we provide and should be adhered to during your time with Vermont Property Group Limited (including Vermont Construction (Manchester) Limited).

All staff must:

- Uphold the dignity of those we interact with provide services or products to;
- Demonstrate respect for different cultural values and social justice
- Foster an environment of mutual respect and positive relations among all staff
- Recognise that relationships with colleagues, clients, customers and management are fundamentally based on trust
- Demonstrate and promote fairness and honesty among staff and those they engage with.
- Foster an environment whereby those we interact with and/or provide services or products to feel comfortable approaching our staff and are free from detriment

Conflict of Interest

All staff are required to declare any potential conflicts of interest to the Director(s) as soon as they are aware. This could be anything that compromises the professional relationship between you and those we engage with, any new or pre-existing conflict or poor relations with those we interact with, any activity that you engage in outside of Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) that could have the potential to bring the Company into disrepute or compromise our values and ethos.

Professional Boundaries

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) encourages positive, caring relationships. However, those relationships fundamentally rely on trust between you and those we engage with and the management team and Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) has an obligation to protect the safety and welfare of the staff and those we engage and interact with.

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) therefore expects all staff to uphold the professional boundaries between themselves and those we interact or engage with. Social events and social interaction with clients, customers, partners or supplier is strictly discouraged and should be of a professional nature only. If you are unclear about what constitutes professional boundaries, you should seek advice from the Director(s).

Business Ethics Policy

Purpose

This policy outlines the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s ethical stance towards carrying out business and helps to communicate this to all employees of the Company.

This policy is to be read in conjunction with the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s anti-bribery policy and the current employee handbook.

Definition

Ethical considerations affect the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s treatment and stance towards all employees, suppliers, clients and customers.

The Company has principles and ideals that it follows and upholds in all its interactions, whether internal or external. The Company ensures through its management and employees that it adheres to these principles.

Our ethical stance

We are committed to maintaining our values and ideals. They are at the very centre of everything we do and include:

- Being trustworthy; being truthful
- Being reliable; being consistent and stable in our approach
- Being respectful; treating everyone with dignity and respecting privacy
- Being fair; applying best practice
- Being careful; abiding by legislation, caring for others

Any deliberate failures to comply with, or decisions to deliberately deviate from, the ethical principles of the Company may trigger the need for disciplinary action to be taken.

Induction

During the standard Company induction, the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s ethical stance is communicated to all employees. Responsibility for the provision of the induction programme rests with the line manager for the employee.

Training

To ensure that existing employees continue to understand and apply the principles of the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s ethical stance, laid out above, the Company carries out periodic training sessions to ensure employees understand the ethical positions taken by the Company on a wide range of subjects and areas and can apply these when carrying out their role.

Interactions with third parties, clients, customers and suppliers

The key touch points outside the Company should be governed by the ethical guidelines laid out above, as set out during induction and re-emphasised in training. Customer/client interactions should always apply the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s ethics practices, as should all dealings with suppliers and other third parties.

Communication

Any communication carried out by employees on behalf of the Company or in order to carry out their job role must apply the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s ethical stance, as set out above.

Monitoring and Review

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will undertake appropriate monitoring and evaluation to ensure the policy is enacted by:

- Reviewing the policy as a whole, annually
- Keeping and acting on recruitment, training and other employment information with a view to broadening the talent base by developing people's abilities and creating the potential for new and flexible approaches
- Reminding employees and self-employed contractors of the equality and diversity policy during induction and before interviewing

Anti-bribery and Corruption

Policy Statement

The Bribery Act 2010 provides the enforcement mechanism for persons who are found to be involved in bribery.

It is an offence, under the Act, to:

- offer a bribe
- accept a bribe
- bribe a foreign official
- as a commercial Company, to fail to prevent a bribe.

Bribery is, in the conduct of the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s business, the offering or accepting of any gift, loan, payment, reward or advantage for personal gain as an encouragement to do something which is dishonest, illegal or a breach of trust. Bribery is a criminal offence. No gift should be given by you nor hospitality offered by you to any party in connection with our business without receiving prior written approval from your line manager.

No gift nor offer of hospitality should be accepted by you or anyone working on our behalf without receiving prior written approval from your line manager.

You may be granted permission to accept a small gift, up to an agreed value. This should be recorded in the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s gift register. Gifts over this amount should be declined.

You will face disciplinary action if you are found to have accepted or given any bribe, which could include dismissal for gross misconduct. Accepting a bribe also carries separate criminal liabilities for you personally and for the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited).

General Complaints Procedure

Introduction

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) is committed to ensuring that the highest standards are maintained both in the provision of the services or products we provide and in every other aspect of the running of the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited). A complaints procedure is an important part of effective management, allowing those who wish to raise issues to voice any concerns or complaints they may have through appropriate channels. This procedure has been adopted by the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) to ensure a systematic and fair approach to the resolution of such complaints. Any concerns should initially be raised informally with the relevant party, i.e. the Managing Director.

A 'concern' may be defined as 'an expression of worry or doubt over an issue considered to be important for which reassurances are sought'. A 'complaint' may be generally defined as 'an expression of dissatisfaction however made about actions taken or lack of action'.

Any complaints by staff should be addressed under the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s Grievance Procedure.

A complaint may result in disciplinary action by the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) against a member of staff which would be confidential between that member of staff and Vermont Property Group Limited (including Vermont Construction (Manchester) Limited), but otherwise complainants will be kept fully informed of the handling of any complaint.

Any complaint will be kept confidential unless it is necessary to involve other parties and will be dealt with as quickly as possible.

Initially all complaints should be made verbally or in writing and attempts will be made to resolve difficulties informally before recourse to this procedure.

The informal stage of the procedure should be exhausted before the matter is referred to the formal stage.

The complainant will be asked at the earliest stage what they think might resolve the issue.

Complaints Procedure – Stages in the Procedure

Introduction

There are two stages in the Procedure: an informal stage when staff will try to resolve the problem and a formal stage when the matter is referred to the complaints co-ordinator if the complainant is not satisfied with the outcome of the first stage.

Informal Stage

As stated above, most complainants' concerns can be adequately resolved by discussion with the appropriate Manager.

If the concern is not resolved by discussion, then at this stage it is appropriate the specific complaint be put in writing to the complaints co-ordinator using the attached form.

Formal Stage

Having exhausted the informal stage, when a formal request for the complaints co-ordinator to consider a complaint is received the following will apply:

1. In line with the Equality Act 2010, if the complainant has any communication preferences due to disability or learning difficulties we will allow alternative methods of contact, such as in person, telephone or in writing. To prevent any later challenge or disagreement over what was said, notes of meetings or telephone calls will be kept and any written response added to the record.
2. The complaints coordinator should be responsible for keeping these records. Complainants will have a right to copies of these records under the Freedom of Information and Data Protection Acts.
3. A senior manager will be appointed to investigate the circumstances of the complaint and may find it appropriate to ask for written statements from staff or other as necessary and to call for any relevant documentation.
4. If the complaint is against a member of staff, that member of staff has a right to be given details of the complaint and the opportunity to make representations about it. These will be taken into account by the investigator.
5. The designated investigator will respond with the outcome of the investigation, normally within 20 working days of receipt of the substance of the complaint. The response may be in writing or at a meeting with written confirmation of the outcome.
6. A complainant must be informed of his or her right to have the matter referred to a Director if the outcome of the informal stage is not satisfactory. Any such request by a complainant should be addressed to the complaints co-ordinator.

Timelines

Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) Studio would expect complaints to be made as soon as possible after an incident arises (within 3 months is considered to be an acceptable timeframe in which to lodge a complaint).

Realistic time limits will be set for each action with each stage, which will be revised where further investigation is deemed necessary – complainants will be notified of the new deadline and given an explanation of any delay.

COMPLAINTS FORM

Please complete and return to the complaints co-ordinator, who will acknowledge receipt and explain what action will be taken.

Your name:
Address: Postcode:
Day time telephone number:
Evening telephone number:
Please give details of your complaint.

What action, if any, have you already taken to try and resolve your complaint. (Who did you speak to and what was the response)?

What actions do you feel might resolve the problem at this stage?

Are you attaching any paperwork? If so, please give details.

Signature:

Date:

Reference Policy

Policy on giving references

This policy outlines how the Company will manage reference requests received from current employees or ex-employees. This policy must be followed whenever a reference request is received and a failure to act in line with its provisions could result in disciplinary action being taken.

Providing references in line with this policy will protect the Vermont Property Group Limited (including Vermont Construction (Manchester) Limited)'s reputation and prevents any claims of negligence or unlawful discrimination from employee/ex- employees.

Responsibilities

It is the Company policy that all requests for references in respect of an individual's employment with the Company are dealt with by the Directors. All requests, without exception, should be referred to one of the Directors who will respond on behalf of the Company.

All confidential employment references will be provided in writing. No verbal references are to be given. Employees are permitted to provide personal references on request for colleagues or ex-colleagues. All such references must include a statement to the effect that the reference provided is a character reference and does not represent the views of the Company. Character references must be provided on blank stationery, or the employee's own stationery, or from their personal email addresses.

Content of references

References must be based on accurate factual information.

Company references will include the following information regarding the employee/ex-employee:

- start date and duration of employment
- job title(s)
- salary
- accountabilities/main responsibilities.
- Reason for leaving

In no circumstances will information on an employee's absence record be disclosed and the referee should not comply with any requests for such information.

Duty of care

No information will be provided in a reference which the employee concerned is not already aware of and cannot be objectively substantiated. No information will be given which could give rise to a claim of harassment or victimisation because of one or more of the protected characteristics under the Equality Act 2010 as follows:

- race
- sex
- age

- disability
- sexual orientation
- gender reassignment
- religion or belief
- pregnancy/maternity
- marriage/civil partnership.

Disclosure

The Company will review each request for consent to disclose a confidential employment reference received from the recipient Company on an individual basis.

APPENDICES

APPENDIX A - Notification of Intention to take Maternity Leave

This form is intended for employees who wish to take maternity leave.

It should be completed and returned to your manager by the end of the 15th week before your expected week of childbirth (EWC).

You must attach your MAT BI certificate to this form. This certificate will have been provided by your midwife or doctor.

Your name:

I confirm that:

- I am pregnant and I wish to take maternity leave
- My EWC is (insert date):
- I wish my maternity leave to commence on (insert date):

NB The earliest date you can elect to start your maternity leave is the beginning of the 11th week before your EWC.

Your signature:

Today's date:

- Once proper notification has been received of the date on which your maternity leave will start, Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) must, within 28 days, notify you (preferably in writing) of the date on which your maternity leave will end.
- If you later change the date on which your maternity leave begins, you must be told the new date on which the maternity leave will end within 28 days of the start of the leave.

APPENDIX B - Application for Paternity Leave Form

This form must be returned by the end of the 15th week before the EWC, or as soon as is reasonably practicable. Employees must give as much notice as possible of absence dates proposed (28 days as a minimum).

Complete this form and return to your Manager for approval.

PART 1

Name:

Job Title:

Amount of leave requested:

Total working days absent:.....

Return to work date:.....

PART 2

Start of the week in which baby is due:.....
(Enter the Sunday at the start of the week the doctor has advised)

PART 3

Choose one of the following:

Start date for Paternity leave and pay

On the day the baby is born

A set number of days after the baby is born (please specify)

.....

On a predetermined date, which is after the EWC (please specify)

.....

PART 4

Please complete if changing Paternity Leave start date

28 days' notice given if reasonably practicable: Yes/No

Date changed to:.....

YOUR DECLARATION

I request authorisation for the above Paternity Leave application.

Surname

First Name(s)

National Insurance number (NI)

I declare that:

- I am the father of the baby or the partner to the baby's mother.
- I will be responsible for the child's upbringing.
- I will be taking time off to support the child's mother, or care for the child.

Signature

Date

APPENDIX C - Form FW(A): Flexible working application form

Note to the employee

You can use this form to make an application for flexible working. As of 30 June 2014, the right to request flexible working applies to all employees, providing you have 26 weeks continuous service (not just those with parental responsibility for a child, or caring responsibilities for an adult):

- Before completing this form, you should first read the Flexible Working Policy in the Employee Handbook and check that you are eligible to make a request.
- You should note that the employer will need to inform the employee of its decision within a “decision period” of three months of the application made (Or longer if this is agreed). You should therefore ensure that you submit your application to the appropriate person well in advance of the date you wish the request to take effect.

It will help your employer to consider your request if you provide as much information as you can about your desired working pattern. It is important that you complete all the questions as otherwise your application may not be valid. When completing section 2, think about what effect your change in working pattern will have both on the work that you do and on your colleagues. Once you have completed the form, you should immediately forward it to your employer (you might want to keep a copy for your own records). Your employer will then have three months after the day your application is received in which to arrange a meeting with you to discuss your request. If the request is granted, this will normally be a permanent change to your terms and conditions unless otherwise agreed.

Note to the Employer

This is a formal application made under the legal right to apply for flexible working and there is a duty upon employers to consider applications seriously. As an employer, consider and decide on all requests, including any appeals, within the period of three months from initial receipt of the application, unless an extension is agreed with the employee.

You should confirm receipt of this application using the attached confirmation slip.

Forms accompanying the guidance have been provided for you to respond to this application.

I. Personal Details

Name:

Staff or payroll number:

National Insurance No:

Manager:

To the Employer

I would like to apply to work a flexible working pattern that is different to my current working pattern under my right provided under section 80F of the Employment Rights Act 1996. I confirm I meet each of the eligibility criteria as follows:

- I have worked continuously as an employee of the Company for the last 26 weeks. []
- I have not made a request to work flexibly under this right during the past 12 months. []

Date of any previous request to work flexibly under this right:

If you are unable to tick all the relevant boxes, then you do not qualify to make a request to work flexibly under the statutory procedure. This does not mean that your request may not be considered, but you will have to explore this separately with your employer. Many employers offer flexible working to their staff as best practice.

Ia. Describe your current working pattern (days/hours/times worked):

Ib. Describe the working pattern you would like to work in future (days/hours/times worked):

Ic. I would like this working pattern to commence from:

Date:

2. Impact of the new working pattern

I think this change in my working pattern will affect my employer and colleagues as follows:

3. Accommodating the new working pattern

I think the effect on my employer and colleagues can be dealt with as follows:

Name:

Date:

NOW PASS THIS APPLICATION TO YOUR EMPLOYER

Cut this slip off and return it to your employee in order to confirm your receipt of their application

Employer's Confirmation of Receipt (to be completed and returned to employee)

Dear:

I confirm that I received your request to change your work pattern on: Date:

I shall be arranging a meeting to discuss your application within 28 days following this date. In the meantime, you might want to consider whether you would like a colleague to accompany you to the meeting.

From:

APPENDIX D - Notification of Intention to take Adoption Leave

This form is intended for employees who wish to take adoption leave.

To be submitted no more than 7 days after notification of a match has been received by the member of staff with confirmation of the adoption from the relevant authority

Your name:

I confirm that:

Date notified by the adoption agency that a match was made: (within UK) or date of official notification: (overseas)	
Date the child is expected to be placed on/was placed on	
Date intend to start Adoption leave:	
Date intend to return from adoption leave:	
Vermont Property Group Limited (including Vermont Construction (Manchester) Limited) will assume that you will take the full 52 weeks to which you are entitled unless informed otherwise. If you do not indicate your return to work date on this form, you will need to write to your Manager no later than 8 weeks in advance of your return date. If your anticipated return to work date should change, you must inform your Manager in writing at least 8 weeks in advice of the change.	
Declaration	
Adoption status, confirm whether you are:	<input type="checkbox"/> The sole adoptive parent <input type="checkbox"/> Adopting the child with my partner
If adopting the child with your partner you must be able to tick this box:	<input type="checkbox"/> My partner is not taking adoption leave.
Additional documentation required: (Please enclose)	<input type="checkbox"/> Matching Certificate, provided by the Adoption Agency, or <input type="checkbox"/> Copy of official notification and date of child's entry to the UK

Your signature:

Today's date:

Date you wish for Shared Parental Leave to end

.....

How you expect to take Shared Parental Leave, confirm dates below

.....

How much leave your Partner is entitled to take

.....

Partner's Declaration

Your Partner must complete and sign the declaration below:

Date:

Name:

Address:

.....

.....

.....

National Insurance number

.....

Or declaration that you do not have a National Insurance Number

.....

I qualify for Shared Parental Leave and pay Yes No

You agree to take Shared Parental Leave and pay Yes No

I am the father of the Child, or the person who is married to, or the civil partner or the partner of the Mother

Yes No

I consent to the amount of leave which the Mother intends to take Yes No

I consent to the Mother's employer processing the information in this declaration. Yes No

The information given in the notice is accurate; Yes No

I will immediately inform you if I cease to care for the Child or if the Mother informs me that she has ceased to satisfy the condition in regulation.

Signed:

Date:.....

Mother's Declaration

Date:

Name:

Address:

.....
.....
.....

National Insurance number

Or declaration that you do not have a National Insurance Number

I qualify for Shared Parental Leave and pay Yes No

You agree to take Shared Parental Leave and pay Yes No

The information I have given the notice is accurate Yes No

You will immediately inform us if you cease to care for the Child Yes No

I will immediately inform you if I cease to care for the Child or if the Partner informs me she has ceased to satisfy the conditions of this regulation Yes No

