

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

<i>Contents</i>	<i>Page</i>
Introduction	Error! Bookmark not defined.
Joining Our Organisation	9
Information for Apprentices	3
Salaries and Wages etc	Error! Bookmark not defined.
Holiday entitlement and Conditions	Error! Bookmark not defined.
Sickness/Injury Payments and Conditions	7
Staff Meals	Error! Bookmark not defined.
Safeguards	Error! Bookmark not defined.
Standards	Error! Bookmark not defined.
Health, Safety, Welfare and Hygiene	Error! Bookmark not defined.
General Terms and Procedures	Error! Bookmark not defined.
Anti-Bribery Policy	Error! Bookmark not defined.
Whistle-Blowers	23
Capability Procedures	Error! Bookmark not defined.
Disciplinary Procedures	Error! Bookmark not defined.
Capability/Disciplinary Appeal Procedure	Error! Bookmark not defined.
Grievance Procedure	290
Personal Harassment Policy and Procedure	Error! Bookmark not defined.1
Equal Opportunities Policy	32
Termination of Employment	Error! Bookmark not defined.33

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

JOINING OUR ORGANISATION

WELCOME TO OUR TEAM

We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

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

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

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

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

Matt and Kirst Wilson

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

JOINING OUR ORGANISATION

A) PROBATIONARY PERIOD

You join us on an initial probationary period of three months with an extension to six months if needed. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time.

We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

B) EMPLOYEE TRAINING

At the commencement of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the business. It is a condition of your employment that you participate in any training deemed necessary by us for you to reach the required levels of attainment standards. This clause does not apply to individuals taken on as apprentices for as long as the apprenticeship continues. It will begin to apply as appropriate should your employment continue once the apprenticeship has concluded.

C) INDUCTION

At the start of your employment with our Company you are required to complete an induction program, during which all our policies and procedures (including Health and Safety) will be explained to you. Information relating to these will be given to you at the induction.

D) JOB RESPONSIBILITIES

Amendments may be made to your job responsibilities from time to time in relation to our changing needs and your own ability.

E) PERFORMANCE AND REVIEW

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses.

F) JOB FLEXIBILITY

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative duties within our business. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

SALARIES AND WAGES

A) ADMINISTRATION

1) Payment

a) For all the pay week ends on Sunday at 3am. **All staff are paid on the last Friday of each month for hours carried out from the Sunday following the end of the last pay period to the Saturday before the Last Friday of each month.**

b) You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.

c) Any pay queries that you may have should be raised with your Manager as soon as possible.

2) Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

3) Income Tax and National Insurance

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes.

4) Tips

All Customer tips are to be put behind the bar and shared out amongst all the staff equally. These tips are taxable and HMRC undertake rigorous enforcement in this regard. It is each employee's responsibility to declare tips to HMRC personally and is not the responsibility of M & K Wilson LTD

B) LATENESS/ABSENTEEISM

1) You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your work.

2) All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.

3) If you are hourly paid and arrive more than four minutes late (e.g. at 11.05 am) you may lose 15 minutes pay. If you arrive more than 19 minutes late (e.g. at 11.20 am) you may lose 30 minutes pay and so on.

4) If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the shift without pay.

5) Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

C) BREAKS

When working a shift that exceeds six consecutive hours, you are required to take a thirty-minute unpaid break during your shift. You must agree a time for this to be taken with the Manager on shift and it cannot be added to the end of your shift, nor can a shift be extended to incorporate the unpaid break.

D) SHORTAGE OF WORK

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time working, or alternatively, lay off. If you are placed on short time working, your pay will be reduced according to time actually worked. If you are placed on lay off, you will receive no pay other than statutory guarantee pay.

E) WORKING HOURS

- 1) You will be expected to work your hours per week, but you will be required to work additional when required to cover sickness, special occasions/events i.e. functions, party bookings, wedding receptions, and annual leave.
- 2) The company will provide a published rota, in accordance with the needs of the business by Friday for Sunday start. You must make the necessary arrangements e.g. childcare, to ensure that you are available for the hours given to you for that week.
- 3) Weekly hours and appropriate payments will be calculated from the daily hours worked record sheets. Because of the nature of our business means that you will be expected to work such additional hours as may be necessary to maintain the satisfactory Customer service. As much notice as possible will be given. Such additional hours will be paid at the normal rate. Also due to the nature of the business, it will be necessary for some employees to work on all public holidays and bank holidays. You will be required at some time to perform these duties.
- 4) We retain the right to modify or vary these hours of work but will give adequate notice before implementation.

F) PENSION SCHEME

We operate a contributory pension scheme to which you will be auto-enrolled into (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the Company. If you wish to opt-out of the auto-enrolment scheme, you must sign and return all the documentation.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

HOLIDAY ENTITLEMENT AND CONDITIONS

A) ANNUAL HOLIDAYS

- 1) Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
- 2) It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.
- 3) You must check the diary prior to booking and complete the holiday request form and have it signed by your Manager in advance before you make any firm holiday arrangements.
- 4) Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
- 5) You should give at least two weeks' notice of your intention to take holidays.
- 6) You may not normally take more than fourteen days consecutively inclusive of planned/rota days off.
- 7) Holiday requests for annual leave on Bank Holidays or special events will automatically be declined. If you are on the Rota to work a Bank Holiday and you wish to have this day off, it is your responsibility to have it covered by a colleague on the same level as you.
- 8) Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.

B) PUBLIC/BANK HOLIDAYS

Due to the nature of our work, public/bank holidays are not recognised and are treated as normal working days.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

SICKNESS/INJURY PAYMENTS AND CONDITIONS

A) NOTIFICATION OF INCAPACITY FOR WORK

- 1) You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than two hours before your shift is due to start. Text messages and e-mails are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally, to your Manager.
- 2) You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. The notification procedures should be followed on each day of absence unless you are covered by a medical certificate.
- 3) If your incapacity extends to more than seven calendar days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

B) EVIDENCE OF INCAPACITY

- 1) Medical certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.
- 2) If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive medical certificates to cover the whole of your absence.

C) PAYMENTS

- 1) You are entitled to statutory sick pay (SSP) if you are absent for four or more consecutive days because of sickness or injury provided you meet the statutory qualifying conditions. SSP is treated like wages and is subject to normal deductions.
- 2) Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
- 3) Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any -payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

D) RETURN TO WORK

- 1) You should notify your Manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
- 2) If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.

Separate rules relating to infectious diseases and those whose duties may involve handling food are to be found later in this handbook and, if appropriate to your duties, you must familiarise yourself with them.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

- 3) On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to your Manager.

- 4) Upon returning to work after any period of sickness/injury absence, you may be required to attend a “return to work” interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence.

E) GENERAL

- 1) Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.

- 2) In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.

- 3) We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.

- 4) If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

STAFF MEALS AND BREAKS

When working shifts of six hours or more, you MUST take an unpaid break during your working hours. Any meals purchased will be at a discounted rate of 50%

You will be permitted to have a free soft drink, for example water, Cordial, Tea and Coffee but you are not permitted to consume any other drinks unless purchased. You may purchase other soft drinks, which will be at the discounted rate of 10%. You will not be permitted to purchase alcohol during your working hours.

We reserve the right to withdraw or amend this benefit at our absolute discretion.

Further information is available from your Manager.

SAFEGUARDS

A) RIGHTS OF SEARCH

- 1) Although we do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business, we would ask all employees to assist us in this matter should we feel that such a search is necessary.
- 2) Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.
- 3) We reserve the right to call in the police at any stage.

B) CONFIDENTIALITY

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

C) COMPANY PROPERTY AND COPYRIGHT

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

D) STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by a Director.

E) DATA PROTECTION ACT 1998

The above act was introduced to regulate personal data held either on computer or within a manual filing system. As an employer it is our responsibility to ensure that the documentation held is relevant, accurate and where necessary, kept up to date. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects under the Act. As an employee you will have the right, upon written request, to be told what personal data about you is being processed. You will also have the right to be informed of the source of the data and to whom it may be disclosed.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

We are not obliged to supply this information unless you make a written request and for such requests, a fee will be payable.

PLEASE SEE GDPR GUIDELINES FOR CURRENT REGULATIONS REGARDING DATA PROTECTION

F) INVENTIONS/DISCOVERIES

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:

- a) in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
- b) outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and
- c) during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

G) VIRUS PROTECTION PROCEDURES

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

- a) unauthorised software including public domain software, USBs, external hard drives, CDs or internet downloads must not be used; and
- b) all software must be virus checked using standard testing procedures before being used.

H) USE OF COMPUTER EQUIPMENT

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

- a) the introduction of new software must first of all be checked and authorised by your Manager before general use will be permitted;
- b) only authorised staff should have access to the Company's computer equipment;
- c) only authorised software may be used on any of the Company's computer equipment;
- d) only software that is used for business applications may be used;
- e) no software may be brought onto or taken from the Company's premises without prior authorisation;
- f) unauthorised access to the computer facility will result in disciplinary action; and
- g) unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

I) E-MAIL AND INTERNET POLICY

1) Introduction

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of internet and e-mail within the Company. The internet and e-mail system have established themselves as an important communications facility within the Company and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

2) Internet

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Company name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

3) Procedures - Acceptable/Unacceptable Use

- a) Unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.
- b) The internet system is available for legitimate business use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:
 - i) Comply with all of our internet standards;
 - ii) Access during working hours should be for business use only.
- c) The Company will not tolerate the use of the Internet system for unofficial or inappropriate purposes, including:
 - i) Accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;
 - ii) Non-compliance of our social networking policy;
 - iii) connecting, posting or downloading any information unrelated to their employment and in particular pornographic or other offensive material;
 - iv) Engaging in computer hacking and other related activities, or attempting to disable or compromise security of information contained on the Company's computers.

You are reminded that such activities (iii. and iv.) may constitute a criminal offence.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

4) E-mail

The use of the e-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the Company's position on the correct use of the e-mail system

5) Procedures - Authorised Use

a) Unauthorised or inappropriate use of the e-mail system may result in disciplinary action which could include summary dismissal.

b) The e-mail system is available for communication and matters directly concerned with the legitimate business of the Company. Employees using the e-mail system should give particular attention to the following points:

i) all comply with Company communication standards;

ii) e-mail messages and copies should only be sent to those for whom they are particularly relevant;

iii) e-mail should not be used as a substitute for face-to-face communication or telephone contact. Abusive e-mails must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;

iv) if e-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Company will be liable for infringing copyright or any defamatory information that is circulated either within the Company or to external users of the system; and

v) offers or contracts transmitted by e-mail are as legally binding on the Company as those sent on paper.

c) The Company will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:

i) any messages that could constitute bullying, harassment or other detriment;

ii) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);

iii) on-line gambling;

iv) accessing or transmitting pornography;

v) transmitting copyright information and/or any software available to the user; or

vi) posting confidential information about other employees, the Company or its Customers or suppliers.

6) Monitoring

We reserve the right to monitor all e-mail/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements and you hereby consent to such monitoring. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings.

J) USE OF SOCIAL NETWORKING SITES

Any work related issue or material that could identify an individual who is a Customer or work colleague, which could adversely affect the Company, a Customer or our relationship with any Customer must not be placed on a social networking site. This means that work related matters must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment or mobile device.

Any work content or material, or contacts or connections list, created by you during the course of your employment, on any of your authorised social networking sites (ownership of which vests in the Company) shall remain, at all times, the property of the Company. Accordingly, upon termination of your employment, you shall hand over to the Company, the access rights to your accounts, together with any work content or material, and any contacts or connections list.

K) CASH HANDLING/TILL PROCEDURES

- 1) You must ensure each transaction is accurately put through the till. Any discrepancies must be reported immediately to your Manager.
- 2) Under no circumstances should any cash be removed from the till other than as change for purchases or to transfer cash from the till as instructed by your Manager.
- 3) It is strictly forbidden to amend the pricing of any items without permission from your Manager.
- 4) All notes should be checked for forgeries. Where a forgery is identified, please refer to the Forged Note procedure.
- 5) It is only permissible for authorised employees to reconcile the takings at the end of the day.
- 6) All monies must be stored appropriately.

L) CASH SHORTAGES

Any cash shortages at the end of the shift will be the responsibility of the staff on duty. Any such shortages will be deducted from staff tips . This is an express written term of your contract of employment.

M) CUSTOMER TABS

Historically Customers & Staff have been permitted to set up 'tabs'. Tabs are the responsibility of the Manager on Site to ensure they are paid off in full on a regular basis from their Customers & Staff. If a Customer does not clear the tab it will be the Managers responsibility to pay off the debt on their behalf. New tabs must not be set up by any member of staff without prior authorisation from the Manager who will be responsible for it.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

N) FORGED NOTE PROCEDURE

Employees are asked to remain vigilant for forgeries at all times. Where a forgery is identified your Manager or another senior member of staff should be informed as soon as practicable:

Once your Manager has been informed they will where possible;

- 1) retain the note ensuring that they aren't putting yourself or your colleagues at risk;
- 2) ask the Customer for an alternative means of payment; and
- 3) give the Customer a receipt, explaining that the note will be handed to the police; explaining that suspect notes subsequently discovered to be genuine will be returned.

The above information will then be passed by your Manager or appropriate senior to the police, to give them the counterfeit note(s).

The above procedure is in line with current Bank of England guidelines, as these guidelines are subject to review we will ensure that employees are made aware of any changes.

O) KEY FOBS

You will be provided with a key fob for the tills. You are solely responsible for your key fob and if this is lost or stolen you should inform the Manager straight away. If you turn up to work without your fob on more than three occurrences, then you may face disciplinary action. You are not permitted to use anyone else's fob on shift, you must request a new one from the Manager, to which you may be charged.

P) 'ERROR CORRECT'

The 'error correct/void' key on the tills can only be used to cancel the last sale and must be authorised by a Manager. Managers that need to remove anything with 'error correct' must be done on the same day and not back dated. Any 'Error Corrects' completed by Managers must be recorded on an 'Error Correct Report' detailing the error, that will then be required to be submitted weekly to the Director.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

STANDARDS

A) WASTAGE

- 1) We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.
- 2) You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:
 - a) handle machines, equipment and stock with care;
 - b) turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
 - c) ask for other work if your job has come to a standstill; and
 - d) start with the minimum of delay after arriving for work and after breaks.
- 3) The following provision is an express written term of your contract of employment:
 - a) any damage to stock or property (including non-statutory safety equipment) 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;
 - b) 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.
 - c) Stock deficits or excessive wastage above the agreed allowance percentages for the stock period, may be deducted from pay for Assistant General Manager positions or above.
- 4) In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

B) STANDARDS OF DRESS

As you are liable to come into contact with Customers and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. Front of House staff are required to wear dark blue jeans and black tops or shirts and sensible flat shoes. Chefs are required to wear chef whites, pot washers and cleaners must wear clothes appropriate to your job responsibilities and safety regulations, to which you are liable to cover the costs for and they should be kept clean and tidy at all times. Managers must have a similarly smart appearance define themselves but must still be presenting a professional image.

C) HOUSEKEEPING

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times.

D) CUSTOMER SERVICE

Customers are the key to the success of our business and excellent service is a key element to gaining and retaining Customers. It is expected that delivering an exemplary service to our Customers is at the forefront of the minds of all of our staff. Delivering excellent Customer service involves understanding the Customers' needs (however great or small) and managing their expectations. This will vary from each Customer however all Customers should expect:

A friendly, professional greeting, smile;

- a) Be friendly, empathetic and listen to the Customer's needs ask questions as necessary where further clarification is required;
- b) Act promptly and efficiently when delivering the service demonstrating your skills and product knowledge. Ask the Customer if there is anything else you can help them with today;
- c) Thank the Customer for their business, ensure they leave satisfied with a positive impression of you and the Company.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

HEALTH, SAFETY, WELFARE AND HYGIENE

A) SAFETY

- 1) You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
- 2) You must not take any action that could threaten the health or safety of yourself, other employees, Customers or members of the public.
- 3) Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
- 4) You should report all accidents and injuries at work, no matter how minor, in the accident folder. Accident reporting sheets are kept in the office and the drawers in the Coffee area of the restaurant
- 5) You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

B) REFRESHMENTS

You may help yourself to a reasonable amount of complimentary cordial, water, Tea and Coffee. Alcoholic drinks can only be consumed when authorised to do so by your Manager.

C) ALCOHOL & DRUGS POLICY

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

D) ALCOHOL AND DRUG TESTING

- 1) The Company reserve the contractual right to carry out alcohol and drug testing on employees during their normal working hours. These tests are random and do not imply suspicion in relation to any individual.
- 2) If you are required to submit to a test, you will have the right to be accompanied by a fellow work colleague available at the time of the request.
- 3) You retain the right to refuse to be tested, however, you should be aware that your refusal may be regarded as breach of contract which may lead to disciplinary action and result in your dismissal.

E) NO SMOKING POLICY

Smoking on the premises is not permitted. Smoking is only permitted in authorised breaks in the dedicated smoking areas.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

F) HYGIENE

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

G) HYGIENE FOR FOOD HANDLERS

- 1) You must ensure that you always comply with our hygiene rules and regulations.
- 2) You must wash your hands under running water immediately before commencing work, after using the toilet, after handling raw foods, chemicals or rubbish, after blowing your nose and after smoking. You must never sneeze or cough over food.
- 3) Where possible separate the preparation raw and cooked foods. Areas are to be thoroughly cleaned and sanitised before the preparation of raw and cooked foods begin
- 4) Perishable food and drink must be kept at the appropriate temperature.
- 5) Waste should be disposed of appropriately and safely in line with recycling requirements
- 6) Fruit and vegetables must be thoroughly washed before use.
- 7) All tools, utensils, and equipment including non-disposable tea towels must be kept scrupulously clean and sanitised and washed between sessions.
- 8) All tools, utensils and equipment including non-disposable tea towels must be stored in a clean, sterile place.
- 9) Any cut or burn on the hand or arm must be covered with an approved visible dressing.
- 10) Head or beard coverings and overalls/uniforms, where provided, must be worn at all times. Kitchen wear must not be worn outside the workplace.
- 11) Long hair must be tied back at all times when in the kitchen/food handling areas.
- 12) No jewellery should be worn, other than a plain band ring, e.g. wedding ring and one pair of stud earrings.
- 13) You should not wear excessive amounts of make-up, perfume or aftershave and nail varnish should not be worn.
- 14) Nails should be kept short and clean.
- 15) You must not chew gum or eat when handling food.
- 16) If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your own doctor.
- 17) Contact with any person suffering from an infectious or contagious disease must be reported and you must have clearance from your own doctor before commencing work.

H) FITNESS FOR WORK

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

I) MANUAL HANDLING

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

GENERAL TERMS AND PROCEDURES

A) CHANGES IN PERSONAL DETAILS

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

B) OTHER EMPLOYMENT

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation.

C) TIME OFF

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of your Manager and will normally be without pay.

D) MATERNITY/PATERNITY/ADOPTION LEAVE AND PAY

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant or are notified of a match date for adoption purposes you should notify your Manager at an early stage so that your entitlements and obligations can be explained to you.

E) PARENTAL/SHARED PARENTAL LEAVE

If you are entitled to take parental leave or shared parental leave in respect of the current statutory provisions, you should discuss your needs with your Manager who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

F) TIME OFF FOR DEPENDANTS

You 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. Should this be necessary you should discuss your situation with your Manager who, if appropriate, will agree the necessary time off.

G) BEREAVEMENT LEAVE

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your Manager and agree appropriate time off.

H) EMPLOYEES' PROPERTY AND LOST PROPERTY

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to your Manager who will retain them whilst attempts are made to discover the owner.

I) PARKING

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

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

J) MAIL

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

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

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Personal telephone calls, both incoming and outgoing are only allowed in the case of emergency. Personal mobile phones should be switched off during working hours. In the case of an emergency and someone is needing to reach you, they must do so via the land lines.

L) BUYING OR SELLING OF GOODS

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

M) COLLECTIONS FROM EMPLOYEES

Unless specific authorisation is given by your Manager no collections of any kind are allowed on our premises.

N) BEHAVIOUR AT WORK

You should behave with civility towards fellow employees, and no rudeness will be permitted towards Customers. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.

You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.

Any involvement in activities which could be construed as being in competition with us is not allowed.

O) LICENSING

- 1) It is your legal responsibility to familiarise yourself with your duties under the Licensing Acts. It is a criminal offence to serve alcoholic drink, directly or indirectly, to anyone who is or appears to be under the age of 18 years. If in doubt, you should ask for proof of age and identity, including a photograph, and if such proof is not provided, the sale should be refused.
- 2) You must not serve or sell alcoholic beverages to a person who appears to be drunk or under the influence of prohibited drugs.
- 3) You are legally required to charge those prices which are displayed on the official price list in the bar.
- 4) It is illegal to supply one brand of alcoholic beverage without agreement when another is requested. If we do not sell the brand requested, state which brand we do sell. The Customer must agree to the alternative.
- 5) Any alcoholic beverage supplied in measures must be supplied in accordance with the provisions of the Measuring Equipment (Intoxicating Liquor) Regulations 1983 and the Capacity Serving Measures (Intoxicating Liquor) Regulations 1988 or any subsequent amendments. Likewise soft drink glasses must be the correct size.
- 6) You must not supply any alcoholic beverage outside the permitted hours in accordance with the Licensing Acts. You will be advised of the permitted hours for the sale and consumption of alcoholic beverages.
- 7) You must not adulterate alcoholic beverages except at the express request of the Customer.
- 8) If you require clarification or further information on any of the licensing rules, you should seek advice from your Manager.
- 9) Failure to comply with these requirements will result in disciplinary action which may include summary dismissal.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

P) PERSONAL RELATIONSHIPS

- 1) We recognise that, from time to time, close personal relationships may develop between members of staff and between staff and Customers. In order to ensure that potential conflicts of interest are avoided, members of staff who are in that position are strongly recommended to advise your Manager.
- 1) Any such information will be treated in the strictest confidence. We fully acknowledge the right of employees to privacy in their personal affairs. However, experience has shown that the effect of such relationships can cause a blurring of judgement whereby conflicts of interest arise and which can cause us to lose confidence in the person's integrity and reliability.

Q) INCLEMENT WEATHER/TRAVEL ARRANGEMENT DISRUPTION

Every reasonable effort should be made to attend work in accordance with your contract. In the event that you are unable to attend work owing to inclement weather conditions and/or severe disruption to your travel arrangements, you should report your absence through the normal absence reporting procedures. your absence will be unpaid unless you have sufficient annual leave in which case you may request to use this. Alternatively, you may be able to work additional hours to compensate for the lost hours at the sole discretion of the management and subject to availability.

R) COMPANY TOOLS/UTENSILS

The Company provides tools/utensils necessary to carry out your duties. (Chefs however are expected to provide their own knives.) You should keep these in good repair and take all reasonable steps to ensure that they are secure at all times. You must report any lost, damaged or mislaid tools/utensils to a Director.

Kindling is required to build daily fires in each of our Pubs, you have received tools to prepare kindling and will receive training on how to use these tools.

You must return all Company tools/utensils upon termination of employment by either party. Failure to return tools/utensils, or any loss or damage suffered as a result of your negligence, will result in a deduction to cover the cost of the tools being made from monies due to you. This is an express written term of your contract of employment.

S) THIRD PARTY INVOLVEMENT

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. You agree to permit us to share any relevant sensitive data where it is necessary for the purposes of that hearing.

T) CARD MACHINES

Employees are prohibited to use the company card machine for your cash back purposes. If you require to complete this transaction while at work it must be completed by the Duty Manager.

U) RECORDING OF FORMAL MEETINGS

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

ANTI-BRIBERY POLICY

A) INTRODUCTION

Bribery is a criminal offence. The Company prohibits any form of bribery. We require compliance, from everyone connected with our business, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us and we have a zero tolerance attitude towards corrupt activities of any kind, whether committed by employees or by third parties acting for or on behalf of the Company.

B) POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to offer, give, request or accept any bribe i.e. gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or Company in order to gain commercial, contractual or regulatory advantage for the Company, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

C) SUSPICION

If we suspect that you have committed an act of bribery or attempted bribery, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our business arrangement with you.

D) REPORTING

If you, as an employee or person working on our behalf, suspect that an act of bribery or attempted bribery has taken place, even if you are not personally involved, you are expected to report this to your Manager. You may be asked to give a written account of events.

Staff are reminded of the Company's Whistleblowing Policy which is available in this Employee Handbook.

E) GIFTS AND HOSPITALITY

We realise that the giving and receiving of gifts and hospitality as a reflection of friendship or appreciation where nothing is expected in return may occur, or even be commonplace, in our industry. This does not constitute bribery where it is proportionate and recorded properly.

No gift should be given nor hospitality offered by an employee or anyone working on our behalf to any party in connection with our business without receiving prior written approval from your Manager.

Similarly, no gift or offer of hospitality should be accepted by an employee or anyone working on our behalf without receiving prior written approval from your Manager.

F) RECORD KEEPING

A record will be made by your Manager of every instance in which gifts or hospitality are given or received.

As the law is constantly changing, this policy is subject to review and the Company reserves the right to amend this policy without prior notice.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

Whistle-Blowers

A) INTRODUCTION

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

B) QUALIFYING DISCLOSURES

- 1) Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the Company has committed a “relevant failure” by:
 - a) committing a criminal offence;
 - b) failing to comply with a legal obligation;
 - c) a miscarriage of justice;
 - d) endangering the health and safety of an individual;
 - e) environmental damage; or
 - f) concealing any information relating to the above.
- 2) These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Company will take any concerns that you may raise relating to the above matters very seriously.
- 3) The Employment Rights Act 1996 provides protection for workers who ‘blow the whistle’ where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be “in the public interest”. We encourage you to use the procedure to raise any such concerns.

C) THE PROCEDURE

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

D) TREATMENT BY OTHERS

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

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

CAPABILITY PROCEDURES

A) INTRODUCTION

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

B) JOB CHANGES/GENERAL CAPABILITY ISSUES

- 1) If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
- 2) If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
- 3) If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
- 4) If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES

- 1) Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
- 2) There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

D) SHORT SERVICE STAFF

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

DISCIPLINARY PROCEDURES

A) INTRODUCTION

- 1) It is necessary to have a minimum number of rules in the interests of the whole organisation.
- 2) The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.
- 3) Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
- 4) The following rules and procedures should ensure that:
 - a) the correct procedure is used when requiring you to attend a disciplinary hearing;
 - b) you are fully aware of the standards of performance, action and behaviour required of you;
 - c) disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
 - d) you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
 - e) other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
 - f) you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
 - g) if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

B) DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

- a) failure to abide by the general health and safety rules and procedures;
- b) smoking in designated non-smoking areas;

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

- c) consumption of alcohol during working hours;
- d) persistent absenteeism and/or lateness;
- e) unsatisfactory standards or output of work;
- f) rudeness towards Customers, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- g) failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- h) unauthorised use of e-mail and internet;
- i) failure to carry out all reasonable instructions or follow our rules and procedures;
- j) unauthorised use or negligent damage or loss of our property; and
- k) failure to report immediately any damage to property or premises caused by you.
- l) (if you are an apprentice) failure to attend an examination or assessment; and
- m) (if you are an apprentice) failure to pass an examination or assessment.

D) SERIOUS MISCONDUCT

- 1) Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
- 2) You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

E) RULES COVERING GROSS MISCONDUCT

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- a) theft or fraud;
- b) physical violence or bullying;
- c) deliberate damage to property;
- d) deliberate acts of unlawful discrimination or harassment;
- e) possession, or being under the influence, of drugs at work and/or testing positive for drug use in a random sample drug test in line with our policy;

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

*For this purpose, the term 'drugs' is used to describe both illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.

- f) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

(The above examples are illustrative and do not form an exhaustive list.)

F) DISCIPLINARY PROCEDURE

- 1) Disciplinary action taken against you will be based on the following procedure:

OFFENCE	1st OCCASION	2nd OCCASION	3rd OCCASION	4th OCCASION
UNSATISFACTORY CONDUCT	Formal verbal warning	Written warning	Final written warning	Dismissal
MISCONDUCT	Written warning	Final written warning	Dismissal	
SERIOUS MISCONDUCT	Final written warning	Dismissal		
GROSS MISCONDUCT	Dismissal			

- 2) We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal.
- 3) If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.
- 4) In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

G) DISCIPLINARY AUTHORITY

The operation of the disciplinary procedure contained, in the previous section, is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher or lower level of seniority, in the event of the appropriate level not being available, or suitable, progressing any action at whatever stage of the disciplinary process.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

ALL EMPLOYEES

Formal verbal warning	Manager/Director
Written warning	Manager/Director
Final written warning	Manager/Director
Dismissal	Manager/Director

H) PERIOD OF WARNINGS

1) Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a three-month period.

2) Written warning

A written warning will normally be disregarded for disciplinary purposes after a six-month period.

3) Final written warning

A final written warning will normally be disregarded for disciplinary purposes after a twelve-month period.

I) GENERAL NOTES

- 1) If you are in a supervisory or managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.
- 2) In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
- 3) Gross misconduct offences will result may dismissal without notice.
- 4) You have the right to appeal against any disciplinary action.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

Grievance Procedure

- 1) You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
- 2) If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.
- 3) An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.
- 4) The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.
- 5) If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.
- 6) You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.
- 7) It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
- 8) Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
- 9) You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
- 10) If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
- 11) If you wish to appeal you must inform a Director within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the Company will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).
- 12) Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

Equal Opportunities Policy

A) INTRODUCTION

- 1) Harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
- 2) Personal harassment takes many forms but whatever form it takes, personal harassment is always serious and is totally unacceptable.

B) POLICY

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.

C) COMPLAINING ABOUT PERSONAL HARASSMENT

- 1) Informal complaint

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser.

- 2) Formal complaint

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of your Manager as a formal written complaint.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

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

You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

D) GENERAL NOTES

- 1) If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
- 2) If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

EQUAL OPPORTUNITIES POLICY CONT.

A) STATEMENT OF POLICY

- 1) We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
- 1) The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
- 3) We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
- 4) The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
- 5) The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
- 6) We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

B) RECRUITMENT AND SELECTION

- 1) The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
- 2) Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
- 3) Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.
- 4) We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
- 5) We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
- 6) All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
- 7) All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
- 8) Short listing and interviewing will be carried out by more than one person where possible.
- 9) Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
- 10) We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.
- 11) Selection decisions will not be influenced by any perceived prejudices of other staff.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

C) TRAINING AND PROMOTION

- 1) Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
- 2) All promotion will be in line with this policy.

D) MONITORING

- 1) We will maintain and review the employment records of all employees in order to monitor the progress of this policy.
- 2) Monitoring may involve:
 - a) the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
 - b) the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
 - c) recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.
- 3) The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

THE DEVONSHIRE GRASSINGTON

M & K Wilson LTD

TERMINATION OF EMPLOYMENT

A) RESIGNATIONS

All resignations must be supplied in writing, stating the reason for resigning your post.

B) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of main terms of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

C) RETURN OF OUR PROPERTY

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

D) GARDEN LEAVE

If either you or the Company serves notice on the other to terminate your employment the Company may require you to take “garden leave” for all or part of the remaining period of your employment.

NB.

During any period of garden leave you will continue to receive your full salary and any other contractual benefits.