



Employee Handbook

Ensuring efficient and consistent operations

April 2026

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Employee Handbook Issues And Updates

Pages	Issue Number	Date
1 - 42	1	July 2019
5, 7, 9, 21, 23, 35, 36, 37	2	January 2022
5, 7, 8-9, 15, 20-21, 28-29, 39, 41-45	3	October 2024
09, 14, 16, 27, 29, 40, 42, 106-107	4	April 2026



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 Line Manager.

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your 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.

Joining Our Organisation

A) INDUCTION

At the start of your employment with our Company you are required to complete an induction programme, 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.

B) JOB RESPONSIBILITIES

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

C) 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.

D) MOBILITY

It is a condition of your employment that you are prepared, whenever applicable, to transfer/travel to any other of our sites within reasonable travelling distance as required. This mobility is essential to the smooth running of our business.

E) JOB FLEXIBILITY

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or 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.

F) CONVICTIONS AND OFFENCES

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

G) WORK PERMITS

All employees are required in law to provide evidence of their eligibility to work in the UK. As an employer we have the legal obligation to comply with the applicable immigration legislation which includes ensuring that employees provide the appropriate documentation prior to the commencement of employment.

In the event that an employee is unable to provide satisfactory evidence of their eligibility to work in the UK the Company reserve the right to terminate the employment without notice. Acceptable evidence is set out in our Work Permits and Eligibility to Work Policy.

In the event that we have a reasonable belief that an employee's right to work in the UK has expired and the employee has not provided evidence of a renewed right to work, we reserve the right to place the employee on unpaid suspension until they are able to provide satisfactory evidence. In the event that an employee is unable to provide satisfactory evidence of their right to work in the UK, the Company reserves the right to terminate employment without notice. Employees are required to inform their Line Manager of any changes in their situation which may affect their right to work in the UK.

All costs relating to any immigration application must be borne by the employee in question and will be deducted from your pay.



Pay & Conditions

A) ADMINISTRATION

1. Payment

- a. The pay period is specified in your Statement of Main Terms of Employment (SMT).
- 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 the Accounts Manager and HR.

2. Overpayment

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.

Should you be overpaid for any reason then you must immediately inform the Line Manager and the HR. The total amount of overpayment will normally be deducted from your next payment, but if this would cause a 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. Pay Reviews

Pay is reviewed annually; however, there is no guarantee of an automatic increase in your pay as a result of any review.

B) LATENESS / ABSENCE

- 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, **you must notify your Line Manager at least 2 hours before your shift if you are late or reporting an absence.**

3. 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 individual without pay.
4. Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

C) SHORTAGE OF WORK

In the event that the Company is faced with a shortage of work, or is unable to provide you with work for any other reason, then you agree that the Company may temporarily:

- place you on short-time working, in which case you will be paid for those hours worked; or
- lay you off from work, in which case you will be paid in accordance with the statutory guarantee pay provisions in place at that time; or
- designate you as a furloughed (or similar) worker, in accordance with the terms of any Government furlough (or similar) scheme in place from time to time, in which case during such period, if required, you agree to a reduction in your hours or will cease to carry out any work for the Company. (For this purpose you agree that the Company may adjust your hours, salary, and benefits by an appropriate amount to reflect the needs of the business at that time and ensure that it receives reimbursement of salary and benefits under the said scheme to the fullest extent possible).

The entirety of this section entitled “Shortage of work” forms part of your contractual terms and conditions.

D) PENSION SCHEME

We operate a contributory pension scheme 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. Further details are available separately.

E) DEDUCTIONS FROM PAY

The Company has the right, subject to any limitations of the Employment Rights Act 1996, with or without any disciplinary action, to deduct, after due investigation and consideration, any monies in respect of admitted cash shortages, equipment damaged due to proven or admitted negligence, proved or admitted theft, pro-rata deductions for lateness, and any other loss sustained by the Company as a result of the action of the employee.

F) LOAN / ADVANCE PAYMENT PROCEDURE

In exceptional circumstances, Holland Bazaar Ltd may make advances with regard to wages or salaries to assist employees. The procedure for requesting and receiving an advance is as follows:

1. Requesting an Advance

Employees wishing to obtain a loan (or cash advance) should contact their Line Manager. The Line

Manager will review the request and, if appropriate, refer it to the HR department for further consideration. Employees may be asked to provide an explanation of the reason for the loan and any supporting documentation, such as evidence of financial hardship or bills that are due. Failure to provide this information may result in the request being declined.

2. Approval Process

Upon receiving the request, the HR department will assess the employee's eligibility for the loan or advance. Key factors considered include:

- The employee's length of service.
- Previous requests for advances.
- The reason for the advance and supporting documentation.
- The employee's current financial situation (if known).
- Current payroll deductions and outstanding loans, if applicable.

HR will seek approval from the relevant Senior Management or Finance Team before the advance can be granted.

3. Repayment

Repayments will typically be deducted directly from the employee's salary over an agreed-upon period. The repayment period and amount deducted will be structured to ensure that the employee's ongoing financial needs are respected. In most cases, repayment will begin in the payroll period following the disbursement of the advance and will continue until the full amount has been repaid. The Company may deduct a fixed percentage of the employee's net pay each pay period, as agreed upon in the loan terms.

4. Failure to Repay

If an employee resigns or is terminated before the loan has been fully repaid, any outstanding balance will be deducted from their final paycheck. If the final paycheck does not cover the full outstanding balance, the employee will be required to arrange an alternative repayment method with the Company. Failure to repay the loan could result in further action, including legal proceedings.

5. Confidentiality

All requests for advances and loans, as well as any supporting documentation provided, will be treated confidentially. Only relevant parties involved in the approval process will have access to this information.

6. Final Authority

The Company reserves the right to deny any loan or advance request. The decision of Senior Management and HR is final, and there is no appeal process for denied requests.

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 complete the holiday request form and have it signed by your Line Manager before you make any firm holiday arrangements. Alternatively, you can submit a holiday request using the Bright HR application.
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 may not normally take more than two working weeks consecutively. In exceptional circumstances, at the discretion of your Line Manager, we may allow you to take longer than two weeks.
6. You should give at least four weeks' notice of your intention to take holidays of a week or more, and one week's notice is required for odd single days.
7. 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.



Sickness / Injury Payments and Conditions

A) NOTIFICATION OF INCAPACITY FOR WORK

1. You must notify your Line Manager or HR within two hours of your scheduled start time on your first day of absence.
2. You should contact your Line Manager or HR daily during your illness keeping them informed of your condition until you have a medical certificate indicating your illness and an anticipated date of return. However, if it's going to be a long-term absence you need to ring in weekly. Even though a medical certificate has been sent in, your Line Manager needs to be kept fully informed of the condition of your sickness.
3. If you are unable to return to work on the date expected you must call your Line Manager again as outlined above. The Company reserves the right to require a medical certificate to cover your absence.
4. The Company may at its discretion obtain a further opinion from an alternative medical expert occupational health advisor or may write to your GP requesting information. Upon returning to work you'll be interviewed for the purpose of ascertaining your well-being and fitness for work.

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 obtain 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.
3. In some situations, in line with government guidance, an extension of self-certification of absence will be temporarily accepted. You will be informed of any such changes should these apply.

C) PAYMENTS

1. You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury, provided you meet the statutory qualifying conditions. Statutory sick pay is treated like wages and is subject to normal deductions for tax and national insurance contributions.
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. SSP is payable from the first day of sickness absence for a maximum of 28 weeks. If you have any queries regarding your entitlement to SSP you should contact your Line Manager.

- 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

- You should notify your Line 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.
- 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.
- 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 Line Manager.
- 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 the strictest confidence.

E) GENERAL

- 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.
- 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.
- 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. In addition, we will take a serious view if you are found to be undertaking any activity during sickness absence which we reasonably believe is inconsistent with being incapable of work at that time, despite the presence of an illness, injury or medical condition. Disciplinary action will be taken in this instance.
- If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.

Other Benefits

BRIGHT EXCHANGE

We currently subscribe to an online HR tool, Bright HR. Through Bright HR, you have exclusive access to Bright Exchange.

Bright Exchange is an online marketplace exclusive to Bright HR users, giving you access to hundreds of products, services and special offers from a wide range of different companies.

You can use your Bright HR credentials to log in to Bright Exchange and take advantage of these offers. More details are available from your Line Manager.

Safeguards

A) RIGHTS OF SEARCH

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



C) 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) 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.

E) 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.

F) DATA PROTECTION

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

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



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

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

You are required to comply with all Company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

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 Authorised Personnel 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.

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:
 1. comply with all of our internet standards;
 2. access during working hours should be for business use only;
 3. private use of the internet should be used outside of your normal working hours.



- c. the Company will not tolerate the use of the Internet system for unofficial or inappropriate purposes, including:
 1. accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;
 2. non-compliance of our social networking policy;
 3. connecting, posting or downloading any information unrelated to their employment and in particular pornographic or other offensive material;
 4. 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 (3 and 4) may constitute a criminal offence.

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:
 1. all comply with Company communication standards;
 2. e-mail messages and copies should only be sent to those for whom they are particularly relevant;
 3. 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;
 4. if the 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
 5. 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:
 1. any messages that could constitute bullying, harassment or other detriment;
 2. personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);

3. on-line gambling;
4. accessing or transmitting pornography;
5. transmitting copyright information and/or any software available to the user; or
6. 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. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing 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. Monitoring your usage will mean processing your personal data. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

J) USE OF SOCIAL NETWORKING SITES

Social media can be a very powerful tool and as a Company, we want to embrace its use. We use social media to make our customers aware of promotions and other relevant information and to ensure we maintain a professional relationship with our customer you should not add or accept "friend requests" from our customers on your private social media accounts. Only authorised employees can use the Company social networking account.

Therefore 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 your private social network accounts. 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 the Employee during the course of their employment, on any of their 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

Employees involved in financial transactions with customers must ensure that they are aware of and fully comply with the Company's established procedures. This responsibility includes the accurate recording of all monetary transactions carried out during their duties. All transactions should be meticulously recorded on the appropriate documentation, and receipts must be issued where applicable. Furthermore, any received money or equivalent must be submitted along with the relevant documentation. Any discrepancies or shortages must be promptly reported to the Line Manager. It is crucial to note that engaging in fraudulent recording of financial transactions will result in dismissal.

1. Float Check: At the beginning of each shift, it is mandatory to check the float. If any discrepancies are identified, an immediate report to the Line Manager is required.

2. Transaction Accuracy: Every transaction processed through the till must be done with precision. Any discrepancies in the transaction records should be reported to the Line Manager without delay.

3. Cash Removal: Cash removal from the till is permissible only under authorized circumstances.

4. Personal Purchases: Employees are prohibited from making personal purchases during regular working hours, and/or should be served by a fellow employee.

5. Accepted Payment Methods: The Company accepts Cash and Card payments only.

6. Pricing Amendments: Unauthorised amendments to item pricing are strictly forbidden without prior permission from the Line Manager.

7. Money Exchange: Under no circumstances should employees exchange money for members of the public.

8. Reconciliation: Only authorised employees are allowed to reconcile the takings at the end of the day.

9. Cash Storage: All monetary assets must be stored appropriately to ensure security and accountability.

10. Cashing Up: During the cashing-up process, it is imperative to have two staff members present. Additionally, the cash-up procedure should be performed under CCTV visual surveillance.

L) CASH SHORTAGES

In the unfortunate event of cash shortages at the end of a shift:

- The responsibility for any shortages lies with the individual on duty.
- The individual must take immediate steps to rectify and make good any cash shortages.
- Deductions from wages will be made to cover any identified shortages.
- It is essential to understand that these procedures constitute an express written term of the employment contract

M) CLOSED CIRCUIT TELEVISION

CCTV (including with the use of audio recording) is operated on some of the Company premises for several reasons, including the prevention of crime and the safety of employees and customers. We reserve the right to use any evidence obtained in this manner in any disciplinary issue. We will ensure all personal data obtained in this way is processed in line with the current Data Protection Act. You may refer to the employee privacy notice for more information on the data we hold, the reasons we hold it and the lawful basis which applies.

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 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;
 - 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; and
 - c. In the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess.
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. Where uniforms are provided, these must be worn at all times whilst at work and laundered on a regular basis.

Upon termination of your employment you will be required to return any uniform which has been provided to you. Failure to return such items will result in the Company making a deduction for the cost of the uniform from your pay. This is an express written term of your employment.

Where uniforms are not provided we operate a smart/casual dress code. Clothing should be suitable and kept clean and tidy at all times.

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) EATING/READING

You are not permitted to consume food or read books, newspapers, magazines etc. on the warehouse floor.

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 book.
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) FIRST – AID AT WORK

We will comply with our obligations regarding first-aid at work and ensure that all employees are given details of our first-aid arrangements, in accordance with current legislation. This may include (but is not limited to) providing trained first-aiders, depending on the outcome of our first-aid needs assessment.

C) REFRESHMENT MAKING FACILITIES

We provide refreshment-making facilities for your use, which must be kept clean and tidy at all times.

D) STAFF ROOM

We provide a staff room for your use, which must be kept clean and tidy at all times.

E) 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.

The Company reserves the right to conduct regular alcohol testing of employees to ensure the safety of our employees whilst working.

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.

F) NO SMOKING POLICY

Smoking on the premises or in Company vehicles is not permitted. Common sense should be used when taking a smoking break; they can be taken at any time during the day, however, disruption to our customers should be kept to a minimum. Smoking is only permitted in the designated smoking area. This includes the use of e-cigarettes.

G) HYGIENE FOR FOOD HANDLERS

1. You must wash your hands immediately before commencing work and after using the toilet.
2. Any cut or burn on the hand or arm must be covered with an approved visible dressing.
3. You should not wear excessive amounts of make-up or perfume and nail varnish should not be worn. Nails should be kept clean and short.
4. 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.
5. 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.
6. You must report to the Health and Safety Manager before commencing work.
7. You must ensure that you strictly comply with our hygiene rules and regulations at all times.

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.



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

You are expected to devote the whole of your time and attention during working hours to our business. If you propose taking up employment with an employer or pursuing separate business interests or any similar venture, you must discuss the proposal with Other in order to establish the likely impact of these activities on both yourself and the Company. You will be asked to give full details of the proposal and consideration will be given to:

1. Working hours;
2. Competition, reputation and credibility;
3. Conflict of Interest;
4. Health, safety and welfare.

You will be notified in writing of the Company's decision. The Company may refuse to consent to your request. If you work without consent this could result in the termination of your employment.

If you are unhappy with the decision you may appeal using the Grievance Procedure.

For those on a zero-hour contract or for any workers (or employees) that are entitled to be paid net average weekly wages of the lower earnings limit (LEL) or less, the following applies:

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.

You may not under any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work.

C) TIME OFF

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Proof of the appointment should be provided to your Line Manager and HR. 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 Line Manager and will normally be with pay. To minimise the impact you should try and get the first/last appointment of the day.

Employees who have such appointments should show their Line Manager or HR their appointment letters as soon as possible so staffing levels can be rearranged. Time off for such appointments will be unpaid unless employees take time off as a holiday in which case you need to comply with the Company holiday rules.

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 Line 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 Line 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 DEPENDENTS

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 Line 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 Line Manager and agree on an appropriate time off.

H) BEREAVED PARTNER'S PATERNITY LEAVE

In the unfortunate event that the primary carer of your child dies, you may be entitled to bereaved partner's paternity leave in accordance with the current statutory provisions. You should discuss your circumstances with your Line Manager and agree on time off.

I) PARENTAL BEREAVEMENT LEAVE

In the unfortunate event that you experience the loss of a child, you may be entitled to parental bereavement leave and pay in accordance with the current statutory provisions. You should discuss your circumstances with your Line Manager and agree on time off.

J) FLEXIBLE WORKINGS

You have the right to request flexible working in accordance with the current statutory provisions. Further information on the application process can be obtained from your Line Manager.

K) CARER'S LEAVE

Employees with caring responsibilities may be entitled to take Carer's Leave in line with current statutory provisions. You should discuss your situation with your Line Manager who will explain your entitlements and if appropriate, agree time off.

L) NEONATAL CARE LEAVE

Eligible employees are entitled to neonatal care leave and pay in line with current statutory provisions. If you need time off in these circumstances you should speak with your Line Manager who will explain your entitlements and agree time off.

M) TRAVEL EXPENSES

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. You must provide receipts for any expenditure.

N) 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 Line Manager who will retain them whilst attempts are made to discover the owner.

O) PARKING

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

P) MAIL

The Company accept no responsibility for any private mail or parcels sent to our premises.

Private mail can be sent care of our address, however any mail received by us addressed to employees may be opened. Private mail may only be posted from our premises where a formal re-charge arrangement has been made.

Q) 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 use of our business phones is not permitted under any circumstances. Reasonable use of your personal mobile phone is permitted, however, when working in the warehouse and car park personal mobile phones must be put away with your belongings.

It is illegal to hold and use a mobile phone, sat nav, tablet or any device that can send and receive data whilst driving.

It is our Company policy that you should not hold and use a mobile phone, sat nav, tablet or any device that can send and receive data whilst driving. You should ensure you are safely parked and you have turned off the engine before making or receiving any telephone calls. In the event of you being unable to answer a call because you cannot find a safe place to stop, you must return the call as soon as conveniently possible after you have safely parked and turned off the engine.

You can use a device held in your hand in the following circumstances only:

- you need to call 999 or 112 in an emergency and it is unsafe or impractical to stop
- you are safely parked
- you are making a contactless payment in a vehicle that is not moving, for example at a drive-through restaurant
- you are using the device to park the vehicle remotely.

You can use devices with hands-free access, such as a built-in sat nav, provided you do not hold the device at any time during usage.

R) COMPANY MOBILE PHONES

The Company mobile phones are to be used for business purposes only except in the case of an emergency. Reasonable personal use is permitted. Therefore, any personal use deemed by the Company to be excessive may be recharged back to you. The Company reserves the right to deduct the appropriate sums from your pay in the event that repayments are not made. The Company reserves the right to monitor all communications made on Company mobile phones in order to ensure compliance with our policies and procedures. Internet usage on Company mobile phones is subject to the same provisions set out in our E-mail and Internet Policy. This is an express written term of your contract of employment.

S) 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.

T) COLLECTIONS FROM EMPLOYEES

Unless specific authorisation is given by the Management Team no collections of any kind are allowed on our premises.

U) CUSTOMER RELATIONS

Our business involves the provision of services to customers and some of our employees are employed to perform work on behalf of those customers, sometimes on the customer's own premises. Due to this relationship, our customers may, on rare occasions, require that such an employee be removed from a job in accordance with their contract with us. In such circumstances we will investigate the reasons for such requests. However, if our customer maintains their stance we will then take all reasonable steps to ensure that alternative work is provided. If this is not possible we may have no alternative but to terminate such an individual's employment. This procedure is separate from any concurrent disciplinary matter that may need to be addressed.

V) BEHAVIOUR AT WORK

You should behave with civility towards fellow employees, and no rudeness will be permitted towards customers or members of the public. 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.

W) CUSTOMER'S PREMISES

Whilst visiting or working at any of our customers premises, it is imperative that you familiarise yourself and comply with all of their rules and requirements including (but not limited to) security, health and safety, smoking, parking, etc. Failure to comply with site rules could result in your removal from site and disciplinary action being taken in accordance with our disciplinary procedures.

X) 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. Any absence due to adverse weather will ordinarily be unpaid. If you have sufficient annual leave you may request to use this.

Y) DRIVING LICENCE

If driving is a necessary part of your role it is imperative that you maintain a valid driving licence suitable for the vehicle you operate at all times during your employment. You are required upon request to produce your driving licence to the management. We may also require you to provide us with the ability to access your driving licence details online. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. If you are required to drive as part of your job and we are unable to find alternative employment, your employment may be terminated.

Data collected about driving licences will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

Z) THIRD PARTY INVOLVEMENT

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

AA) RECORDING OF FORMAL MEETINGS

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

BB) ATTENDANCE AND TIMEKEEPING

Persistent lateness will normally be treated as misconduct unauthorised absence will normally be treated as gross misconduct.

It is your responsibility to make sure that you're at work and ready to start work at your scheduled starting time.

If you're sick or injured and cannot attend work, then you must comply with the Company's sickness and injury rules and the sickness-injury procedure.

Clock in/out

If you arrive at work late you must immediately report to the Line Manager or HR. If you need to leave work before your scheduled finish time you must obtain the prior authority of the Line Manager. You are required to use the Company's clocking system correctly and:

- immediately before you start your normal working shift
- at the end of your normal working shift

If you forget to clock in or if it won't work, you must notify your supervisor or manager immediately your clocking number is your responsibility and if you allow another person to use it this will be treated as misconduct.



CC) ACCIDENTS

Absences resulting from accidents at work at treated as sickness absences and the Company's normal rules will apply to such absences.

All accidents and incidents (including near-miss incidents) must be reported to the appropriate Line Manager or health and safety advisor so that the cause can be ascertained, the control measures re-evaluated, and action is taken to prevent a recurrence. All accidents and incidents must be recorded in the accident book. It is the responsibility of all employees to provide complete and accurate information to enable management to find out what went wrong and learn lessons inside action to prevent or reduce such accidents or incidents in the future.

DD) SOCIAL NETWORKING SITES

Using the Internet especially chat rooms and community sites such as Facebook slows the system and encourages accidental downloading of viruses. Employees are prohibited from using social networking websites such as Facebook and Instagram or instant messaging services on Company computers or phones during working hours other than for business purposes. Employees are prohibited from downloading or saving music on the Company's computer system.



EE) PERSONAL EQUIPMENT

If you use social networking sites at home or outside of work any comments you make may still have an impact on your work and your colleagues. Please note that you may still be subject to Company procedures if you make any defamatory inappropriate and or offensive comments about the Company its customers or your colleagues. Please ensure therefore that you do not use systems like Facebook, Twitter, or Instagram to gossip about colleagues in relation to work issues gossip, complain about management or management policies give out any information in relation to your workplace directly communicate with or harass a colleague in relation to an issue or dispute such comments are capable of amounting to gross misconduct.

Gross misconduct examples:

- Fighting with or physical assault on members of staff or the public.
- Deliberate damage, serious damage, or misuse of the Company property
- Drunkenness or being under the influence of non-prescribed drugs while at work
- Possession, custody, or control of illegal drugs on the Company's premises
- Gross negligence
- Gross insubordination

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 a Senior 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 to a Senior 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 to a Senior Manager.

F) RECORD KEEPING

A record will be made by to a Senior 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.



Anti-Tax Evasion Policy

A) INTRODUCTION

Tax evasion is a criminal offence. The Company prohibits any form of tax evasion. Involvement in the criminal facilitation of tax evasion exposes the Company and the person facilitating the evasion to a criminal offence. It will also damage our reputation and the confidence of our customers, suppliers and business partners.

Indicators of tax evasion are:

- a. request for payment by cash;
- b. overly-complex payment mechanisms;
- c. services/goods provided to jurisdictions that do not subscribe to Common Reporting Standards;
- d. transactions involving overly complex supply chains;
- e. transactions involving private banking facilities; and/or
- f. records are incomplete or missing.

Our position is simple: we conduct our business to the highest legal and ethical standards. We will not be a party to tax evasion or the facilitation of tax evasion of any form. Such acts would damage our reputation and expose us, and our staff and representatives, to the risk of fines and imprisonment. We take a zero-tolerance approach to tax evasion facilitation by our people and our third-party representatives. We are committed to:

- a. rejecting the facilitation of tax evasion; and
- b. not recommending the services of others who do not have reasonable prevention procedures in place.

We require compliance in regards to this from everyone connected with our business. Integrity and transparency are of utmost importance to us.

B) DEFINITIONS OF TAX EVASION

Tax evasion is the practice of using illegal methods to avoid paying tax. It frequently involves contrived, artificial transactions that serve no purpose other than to reduce tax liability.

C) POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to take part in any activity relating to tax evasion. If we suspect that you have taken part in such activity, 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. If you, as an employee or person working on our behalf, suspect any activity related to tax evasion or attempted tax evasion has taken place, even if you are not personally involved, you are expected to report this to a Senior Manager. You may be asked to give a written account of events.

D) INCONCERNS

Staff are reminded of the Company's Whistleblowing policy which is available in this Employee Handbook, or upon request.

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. sexual harassment (unwanted conduct of a sexual nature, as defined in the Equality Act 2010);
 - f. environmental damage; or
 - g. 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 Senior Manager who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.
2. If you do not report your concerns to a Senior Manager you should take them direct to the appropriate organisation or body.

D) TREATMENT BY OTHERS

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

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.

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, we may implement temporary measures in order that an uninterrupted investigation can take place. These measures may include, for example:
 1. working in a different department, or from a different office or site
 2. a change to your usual duties
 3. working with different customers, or away from customers
 4. working from home
 5. suspension on contractual pay.

This list is not exhaustive, and we may implement other measures which are appropriate to the circumstances. None of these measures are to be regarded as disciplinary action or a penalty of any kind.

Where an employee on temporary suspension tells us that they are sick, the employee will be considered to be on sickness absence, rather than suspension, until the employee notifies us that they are no longer sick, at which point suspension will resume where appropriate;

- 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;
- c. consumption of alcohol on the premises;
- 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. failure to carry out all reasonable instructions or follow our rules and procedures;
- i. unauthorised use or negligent damage or loss of our property;
- j. failure to report immediately any damage to property or premises caused by you;
- k. loss of driving licence where driving on public roads forms an essential part of the duties of the post;
- l. if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- m. use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
- n. failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
- o. carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain; and
- p. unauthorised use of e-mail and internet.

D) SERIOUS MISCONDUCT

- 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.
- 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
- f. *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.
- g. 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
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 level of seniority progressing any action at whatever stage of the disciplinary process.

PERSON AUTHORISED TO TAKE DISCIPLINARY ACTION IN THE CASE OF:		
	MANAGEMENT	OTHER EMPLOYEES
Written warning	Director	HR / Manager / Director
Final written warning	Director	HR / Manager / Director
Dismissal	Director	HR / Manager / Director

H) PERIOD OF WARNINGS

1. Written warning

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

2. 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 in dismissal without notice.
4. You have the right to appeal against any disciplinary action.

Capability / Disciplinary Appeal 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 on 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.



Grievance Procedure

1. 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.
2. 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.
3. 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.
4. 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.
5. 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).
6. Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

Personal Harassment Policy and Procedure

A) INTRODUCTION

1. Harassment or victimisation on the grounds of the following protected characteristics: 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, it is unlawful under the Equality Act 2010 and will not be tolerated.
3. This policy will be reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness.

B) SCOPE

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

C) DEFINITIONS

Harassment

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

Unwanted conduct can include:

- spoken words
- banter
- written words
- posts or contact on social media
- imagery
- graffiti
- physical gestures
- facial expressions
- mimicry
- jokes or pranks
- acts affecting a person's surroundings
- aggression, and
- physical behaviour towards a person or their property

Sexual harassment

This is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's

dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

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

Less favourable treatment for rejecting or submitting to unwanted conduct

This occurs when:

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

D) CIRCUMSTANCES WHICH ARE COVERED

1. This policy covers behaviour which occurs in the following situations:

- a. a work situation
- b. a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch or social event with colleagues;
- c. outside of a work situation but against a colleague or other person connected to the Company, including on social media;
- d. against anyone outside of a work situation where the incident is relevant to their suitability to carry out the role.

E) COMPLAINING ABOUT PERSONAL HARASSMENT

1. Informal complaint

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory

responsibility for you) as a confidential helper. This person cannot be the same person who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor 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, and your confidential helper can assist you in this.

2. Formal complaint

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

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

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

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.

F) DISCIPLINARY ACTION

- 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. When deciding on the level of disciplinary sanction to be applied, we will take into consideration aggravating factors such as abuse of power over a more junior colleague.
- 3. 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.

G) THIRD PARTY HARASSMENT

Third party harassment occurs when one of our workforce is subjected to harassment by someone

who is not part of our workforce but who is encountered in connection with work. This includes our customers, suppliers, members of the public. Third party harassment of our workforce will not be tolerated.

Should you be subjected to third party harassment, you are encouraged to report this as soon as possible to your Line Manager.

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

Alcohol and Drugs Policy

A) ALCOHOL AND DRUGS

Alcohol and drug misuse can have an adverse effect not just on an individual but on their colleagues, customers, and the public. Having a safe working environment, providing excellent customer service by maintaining productivity levels, and avoiding days being lost to illness are all critical to our success.

The Company requires all employees to comply with the Alcohol and Drugs Policy. Breaches of the policy will be taken very seriously and may be dealt with under the appropriate Company disciplinary procedure.

For the purposes of this policy, the term 'drugs' is used to describe both illegal drugs and other psychoactive (mind-altering) substances that may or may not be illegal.

B) KEY RULES

- a. Employees must ensure that they are not intoxicated by alcohol and are free of any drugs when they report for work and that they remain so whenever they are at work.
- b. Employees must not drink alcohol during working time.
- c. The use, possession, storage, transportation, promotion, and/or sale of drugs or drug equipment is forbidden during working time, in the workplace, or at a customer's site.
- d. Where employees are prescribed medication or are taking over-the-counter medicines or herbal remedies that may affect their work performance or the safety of themselves or others, they must advise their Line Manager.
- e. Employees may be required to undergo testing for alcohol or drugs in their system in certain defined circumstances.

C) POLICY COMPLIANCE

The Company strongly discourages employees from drinking any alcohol prior to driving or reporting to work (including at lunchtime).

Employees must be aware of what they drink and take into account how long it takes for the alcohol to clear their system.

Employees must not drink alcohol during working time. Working time is any time between when an employee reports for work and the time when they finish work. It includes any period of call-out done whilst on standby duty or overtime working.

Employees must not have any drugs in their system when they arrive at work or at any time throughout the working day. Individuals taking illegal drugs at any time are breaking UK law and increasing the risks to their health and safety. Whilst some psychoactive substances are not illegal, they mimic the effects of illegal drugs and therefore pose the same risks to health and safety. Because of this, they are treated by the Company in the same way as illegal drugs for the purposes of this policy.

The use, possession, storage, transportation, promotion, and/or sale of drugs or drug equipment is forbidden during working time, in the workplace, or at the worksite and is a breach of this policy and the law. In any of these situations, the Company may take appropriate action including disciplinary action up to and including dismissal. The Company will also have a duty to report any criminal activity

to the relevant authorities.

D) PRESCRIBED MEDICATION

The policy does not stop employees from using prescribed medication, over-the-counter medication, or herbal remedies. However, medications like tranquillisers, sleeping pills, painkillers, decongestants, cough suppressants, antihistamines (for treatment of hay fever or other allergies), and antidepressants can make people feel drowsy and may affect their work performance or the safety of themselves or others. So, if an employee is taking any medication they should:

1. Check the possible side effects with their doctor or pharmacist; and
2. Let their Line Manager know in confidence, who will, if necessary, make alternative duty arrangements for them.

E) TESTING

The Company reserves the right to conduct regular alcohol and drug testing of employees to ensure the safety of our employees whilst working.

The benefit of testing is that it provides an objective way of measuring whether an employee has used alcohol or drugs rather than relying on the personal opinion of a colleague.

Tests are carried out in confidence and privacy, and with dignity.

An employee may nominate a colleague or trade union representative to witness the test where this is reasonable and practical, and the Company will try to arrange this where requested. The Company will take appropriate action in response to any attempt by an employee to falsify a test result and this may result in disciplinary action under the Company's disciplinary procedures, up to and including dismissal.

The Company can be prosecuted if it knowingly allows an employee who is intoxicated or under the influence of drugs to continue working, as this places other people at risk. If an employee is obviously intoxicated or under the influence of drugs, they will be suspended from duty on contractual pay and sent home. If the screening result is not available by the time, they should next start work, depending on the circumstances requiring them to be tested, they will either remain suspended from duty or be re-allocated to risk-free work until the results arrive.

An employee refusing to be tested under the provisions of this policy may be subject to appropriate action including disciplinary action under the Company's disciplinary procedures, up to and including dismissal.

Employees confirmed to be in breach of the Alcohol and Drugs Policy may be subject to action under the appropriate Company disciplinary procedure.

All personal data collected for this purpose will be processed in line with the current Data Protection Act.

F) HELP

If an employee comes forward voluntarily and seeks help for an alcohol or drug problem, they will be given help and support by the Company. If an employee thinks they have a problem and may be violating the policy as a result, it is very much in their interest to come forward and seek help voluntarily. The Company will be sympathetic and will ensure they get the help and support they need.

If an employee asks for help, the Company will be supportive in every way possible and can suggest professional advice and help. If an employee volunteers to the Company that they have an alcohol or drug problem they will be treated with dignity, at all times. Any discussions will be in the strictest of confidence.



Sexual Harassment Policy

A) INTRODUCTION

All members of staff are entitled to be treated with dignity and respect in our place of work. This means freedom from sexual harassment, feeling safe and supported, and having access to redress if such behaviour does arise.

Sexual harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 as amended. We will not tolerate it.

The law requires employers to take reasonable steps to prevent sexual harassment of their workers. We take action to prevent sexual harassment from occurring and have clear reporting procedures for our staff to make a complaint about sexual harassment. If you have been sexually harassed, or you have witnessed sexual harassment, we encourage you to tell us so that we can deal with the matter swiftly.

A Director has overall responsibility for the operation of this policy, but may delegate elements of implementation or decision making to Management. Our managers will maintain an open-door policy. All of our staff have a responsibility to behave in line with the requirements of this policy.

Instances of sexual harassment or victimisation may lead to disciplinary action, including termination of employment.

This policy is reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness. Any changes required will be implemented and communicated to our workforce.

B) SCOPE

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

C) DEFINITIONS

Sexual harassment is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person. It also covers treating someone less favourably because they have submitted to or refused to submit to unwanted conduct of a sexual nature, or that is related to gender reassignment or sex.

Sexual harassment may be committed by a fellow worker, an agent of an organisation, or a third party. It does not need to occur in person. It can occur via digital means including social media sites or channels e.g. Whatsapp. Someone may be sexually harassed even if they were not the target of the behaviour. Examples of sexual harassment include, but are not limited to:

- sexual comments or jokes, which may be referred to as 'banter'
- displaying sexually graphic pictures, posters or photos
- suggestive looks, staring or leering
- propositions and sexual advances

- making promises in return for sexual favours
- sexual gestures
- intrusive questions about a person's private or sex life or a person discussing their own sex life
- sexual posts or contact in online communications including on social media
- spreading sexual rumours about a person
- sending sexually explicit emails, text messages or messages via other social media
- unwelcome touching, hugging, massaging or kissing

Victimisation is subjecting someone to detriment because they have done, are suspected of doing, or intend to do an act which is protected under discrimination and harassment laws. It is not necessary for the person to have done the protected act in order for detrimental treatment to be considered as victimisation.

The protected acts are:

- making a claim or complaint under the Equality Act 2010 (for example, for discrimination or harassment)
- helping someone else to make a claim by giving evidence or information in connection with proceedings under the Equality Act 2010
- making an allegation that someone has breached the Equality Act 2010, or
- doing anything else in connection with the Equality Act 2010

Examples of victimisation may include:

- Failing to consider someone for promotion because they have previously made a sexual harassment complaint
- Dismissing someone because they accompanied a colleague to a meeting about a sexual harassment complaint
- Excluding someone from work meetings because they gave evidence as a witness for another employee as part of an employment tribunal claim about harassment.

D) CIRCUMSTANCES WHICH ARE COVERED

This policy covers behaviour which occurs in the following situations:

- a work situation
- a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch, a business trip or social functions
- outside of a work situation but involving a colleague or other person connected to the Company, including on social media
- against anyone outside of a work situation where the incident is relevant to your suitability to carry out the role.

E) WHAT TO DO IF YOU ARE SUBJECT TO SEXUAL HARASSMENT OR VICTIMISATION

We are committed to ensuring that there is no sexual harassment or victimisation in our workplace. Allegations of sexual harassment and victimisation will be treated as a disciplinary matter, although every situation will be considered on an individual basis and in accordance with the principles of our disciplinary procedures, a copy of which is available from your Line Manager.

Informal complaint

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

If you experience sexual harassment and you feel comfortable to do so, 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, and your confidential helper can assist you in this.

In addition, you may also choose to raise concerns during your regular communication with your Line Manager, for example, in a 1-2-1 meeting. Your Line Manager will listen to you and take your concerns seriously if you do this, but may encourage you to follow the reporting procedures set out below.

Formal complaint

Where the informal approach fails or you do not wish to use the informal procedure, you should bring the matter to the attention of a Director as a formal written complaint and again your confidential helper can assist you in this.

If possible, you should keep notes of what happened so that the written complaint can include:

- the name of the alleged harasser;
- the nature of the alleged harassment;
- the dates and times when the alleged harassment occurred;
- the names of any witnesses; and
- any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint, we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

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. The meeting will normally be held within five working days of receipt of your complaint. 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 may be dealt with under the disciplinary procedure.

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. If you wish to appeal you must inform a Director within five working days. You will then be invited to a further meeting. 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).

Following the appeal meeting, you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

Regardless of the outcome of the procedure, we are committed to providing the support you may need. This may involve mediation between you and the other party or some other measure to manage the ongoing working relationship.

You will not be victimised for having brought a complaint.

F) WHAT TO DO IF YOU WITNESS SEXUAL HARASSMENT OR VICTIMISATION

If you witness sexual harassment or victimisation, you are encouraged to take appropriate action to address it. You should not take any action that may put you at risk of sexual harassment or other harm. If you feel able, you should intervene to prevent the matter continuing. If you are not able to do this, your action may include offering support to the person who has been sexually harassed and encouraging them to report the incident or reporting the incident yourself.

If reporting the incident, you should bring the matter to the attention of your Line Manager in writing.

Your concerns will be handled by your Line Manager who will sensitively talk to the person subject to sexual harassment to determine how they want the matter to be handled.

G) THIRD-PARTY SEXUAL HARASSMENT

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

Third-party sexual harassment of our workforce is unlawful and will not be tolerated. The law requires employers to take steps to prevent sexual harassment by third parties.

The law does not provide a mechanism for individuals to bring a claim of third-party harassment alone. However, failure for an employer to take reasonable steps to prevent third-party sexual harassment may result in legal liability in other types of claim.

In order to prevent third-party sexual harassment from occurring, we will:

- attach signage to the walls of the areas within the workplace where customers are present to warn that sexual harassment of our staff is not acceptable.

If you have been subjected to third-party sexual harassment, you are encouraged to report this as soon as possible to your Line Manager.

Should a customer sexually harass a member of our workforce, we will warn the customer about their behaviour and ban the customer should their behaviour continue. Any criminal acts will be reported to the police.

We will not tolerate sexual harassment by any member of our workforce against a third party. Instances of sexual harassment of this kind may lead to disciplinary action including termination of employment

H) DISCIPLINARY ACTION

If the decision is that the allegation of sexual harassment or victimisation is well founded, the harasser/victimiser will be liable to disciplinary action in accordance with our disciplinary procedure up to and including summary dismissal. An employee who receives a formal warning or who is dismissed

for sexual harassment/victimisation may appeal by using our disciplinary appeal procedure.

When deciding on the level of disciplinary sanction to be applied, we will take into consideration any aggravating factors affecting the case. One example of aggravating factors is an abuse of power over a more junior colleague.

If, due to the investigation, it is concluded that your complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

I) TRAINING

We provide training to all our staff on sexual harassment to ensure there is a clear understanding of, amongst other things, what sexual harassment is and how it may occur, that it will not be tolerated, expected levels of behaviour, how they can report any incidents of having been sexually harassed or having witnessed it and that acts of harassment will be dealt with under the disciplinary procedure potentially resulting in dismissal.

We ensure that all levels of management are trained on implementing this policy including preventing and managing sexual harassment in the workplace, and the procedure to follow if an allegation is reported.

We will regularly review the effectiveness of our training.

We provide refresher training as appropriate.

Equality, Inclusion and Diversity Policy

A) STATEMENT OF POLICY

1. The terms equality, inclusion, and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.
2. 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 policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action up to and including dismissal.
3. 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.
4. 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.
5. The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
6. 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.
7. 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 equality, inclusion, and diversity 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 this 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. Shortlisting 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 they are unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.
11. Selection decisions will not be influenced by any perceived prejudices of other staff.

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 promotions 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.

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) RETURN OF VEHICLES

On termination of your employment, you must return any Company vehicle in your possession to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

E) 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 pay and any other contractual benefits.

Holland Bazaar

Additional Policies & Procedures

Company Pool Vehicle Rules

A) DRIVING LICENCE AND AUTHORITY TO DRIVE COMPANY VEHICLES

1. You must be in possession of a current driving licence and have the authority of your Line Manager to drive one of our vehicles.
2. Your driving licence must be produced for scrutiny by your Line Manager prior to driving any of our vehicles. Alternatively, we may require you to provide us with the ability to access your driving licence details online.
3. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. If you are required to drive as part of your job and we are unable to find alternative employment, your employment may be terminated.
4. Data collected about driving licences will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.
5. It is your responsibility to see that the vehicle is not used by anyone other than authorised employees.

B) FIXTURES, FITTINGS AND MODIFICATIONS

1. No fixtures such as aerials, roof racks, towing apparatus, stickers may be attached to any of our vehicles without prior written permission.
2. No change or alterations may be made to the manufacturer's mechanical or structural specification of the vehicle.

C) WARRANTY

All warranty work must be reported to us prior to it being carried out.

D) CLEANING AND MAINTENANCE

1. When you drive one of our vehicles, it is your responsibility to ensure that it is kept clean and tidy and that it is returned to us in that condition after use.
2. Any maintenance or repair work, or replacement of parts, including tyres, must be reported to us so that we can organise for it to be carried out.
3. Failure to adequately clean the vehicle may mean you are subject to the cost of the valet being deducted from your pay.

E) USE OF MOBILE PHONE WHILST DRIVING

It is illegal to hold and use a mobile phone, sat nav, tablet, or any device that can send and receive data whilst driving.

It is our Company policy that you should not hold and use a mobile phone, sat nav, tablet, or any device that can send and receive data whilst driving. You should ensure you are safely parked and that you have turned off the engine before making or receiving any telephone calls. In the event of you being unable to answer a call, because you cannot find a safe place to stop, you must return the call as soon as conveniently possible after you have safely parked and turned off the engine.

You can use a device held in your hand in the following circumstances only:

- you need to call 999 or 112 in an emergency and it is unsafe or impractical to stop
- you are safely parked
- you are making a contactless payment in a vehicle that is not moving, for example at a drive-through restaurant
- you are using the device to park the vehicle remotely.

You can use devices with hands-free access, such as a built-in sat nav, provided you do not hold the device at any time during usage.

F) NO SMOKING POLICY

It is our policy that all workplaces including vehicles are smoke-free, which includes the use of ecigarettes. This policy applies to all employees, contractors, customers, or members of the public including using their own vehicle for Company business. You may only smoke during authorised breaks and in the designated areas.

Company disciplinary procedures will be followed if you do not comply with this policy. Those who do not comply with the smoke-free law may also be liable for a fixed-term penalty fine and possible criminal prosecution.

G) FUEL ETC.

1. Before you use one of our vehicles, and on its return, you are responsible for ensuring that the oil and water levels, battery and brake fluid, and tyre pressures are maintained and that the tread of all tyres conforms to the minimum legal requirements.
2. You may be supplied with cash for the purpose of filling a vehicle with fuel. If this is the case you should retain receipts and return any money left over from fuel purchases. You will be required to

reimburse us the cost of any unauthorised expenditure. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

3. Unless contrary arrangements exist in writing between us, we will only reimburse you for fuel and oil used on our business. Claims must be submitted on a weekly report sheet, signed by yourself and accompanied by receipted bills where the vehicle cannot be filled up on our fuel account. All bills should be listed, and a deduction shown for that part of the fuel attributable to private mileage.

H) COMPANY FUEL CARDS

If you have been provided with a Company fuel card, you are responsible for its security and safekeeping. In the event that it is lost or stolen, it is imperative that you report this to your Line Manager. The card is to be used exclusively for business purposes only and receipts should be obtained for every transaction. Usage will be regularly monitored therefore it is in your interest to keep a personal record of transactions in order that you are able to explain them if necessary.

Personal use of a Company fuel card is not permitted under any circumstances. Misuse of the card and/or failure to comply with Company procedures will result in disciplinary action, which may result in your dismissal. You will be required to reimburse us the cost of any unauthorised expenditure. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

I) FINES

We will not be held responsible for any fines (e.g. parking, speeding, etc) incurred by you whilst working for us. If we receive the summons on your behalf, we may pay the fine and deduct the cost from any monies owing to you.

J) DAMAGE OR INJURY

1. If you are the driver of any of our vehicles and it is involved in an accident which causes damage to property or another vehicle, or injury to any person or animal, you are required to give your name and address, the name and address of the Owner, the registration number of the vehicle and the name of the Insurance Company to any person having reasonable grounds for requiring such information. It is important that you give no further information. If for some reason it is not possible to give this information at the time of the accident, the matter must be reported to the police as soon as possible, but within twenty-four hours of the occurrence.
2. In addition in the case of an incident involving injury to another person or to notifiable animals (i.e. dogs), you are responsible for notifying the police of the occurrence and must produce your insurance certificate to a Police Officer attending the accident, or any other person having reasonable grounds for seeing it. The accident must be reported to a police station or to a Police Officer within twenty-four hours. If you are not then able to produce the certificate, you must, in any event, produce it in person within five days after the accident, to such police station as you may specify at the time of first reporting the accident.
3. For security reasons, insurance certificates are kept by us. However, a copy of the certificate of insurance is provided with each vehicle and this will be renewed annually. You should make sure that it is with the vehicle at all times. Replacement copies can be obtained from us if necessary.

K) LOSS

1. In the case of theft of one of our vehicles, the police and ourselves must be informed immediately. Full details of the contents of the vehicle must also be given. If any contents are stolen from the vehicle the police and ourselves should be notified immediately.
2. Please note that only Company property is insured by us, and you should make your own arrangements to cover personal effects.
3. The vehicle should be kept locked when not in use and the contents should be stored out of sight, preferably in the boot if it is a car. If a vehicle is stolen, we are required to prove to the Insurance Company that there has been no negligence and, therefore, we must hold you responsible in the event of such negligence.

L) ACCIDENT PROCEDURE

1. It is a condition of the insurance policy that the insurers are notified of all accidents, even if apparently of no consequence. You must, therefore, as soon as possible after the accident, obtain an accident report form from us which must be completed and returned to us within twenty-four hours. All the information required on the form must be completed. You should note, that whenever possible the following particulars should appear in the form:
 - a. The name and address of the other driver and the name and address of their insurers.
 - b. The names and addresses of all passengers in both our vehicle and the third party's vehicle.
 - c. Names and addresses of all witnesses. It will be of considerable assistance if statements can be obtained from all witnesses at the time of the accident.
 - d. Particulars of the police attending i.e. name, number and division.
2. A detailed sketch must be provided showing the relative position of the vehicle before and after the accident, together with details of the roads in the vicinity, e.g. whether they are major or minor roads and as many relevant measurements as possible.
3. If our vehicle is undriveable, you are responsible for making adequate arrangements for the vehicle to be towed to a garage, and the name and address of the garage where the vehicle may be inspected must be stated on the claim form.
4. We will organise for repairs to be carried out.
5. Under no circumstances may repairs be put in hand until the Insurance Company has given its agreement. We will notify you when this has been done.
6. You should not under any circumstances express any opinion one way or the other on the degree of responsibility for the accident. Only exchange particulars mentioned in 1) above and nothing more.

M) ROAD FUND LICENCE

The road fund licence for each vehicle will be renewed automatically when due.

N) TRAVEL OVERSEAS

1. Our vehicles may not be taken out of the country without written permission from a Designated Person.
2. Our insurance policy covers the use of the vehicle in Great Britain. Before travelling with the vehicle anywhere else you must obtain our permission and, at least seven days beforehand, give us a list of the countries to be visited and the relevant dates. A letter of authorisation will be issued which must accompany the vehicle and a Green Card may be necessary. On return to the United Kingdom, these should be returned to us for cancellation.
3. Unless the journey is on approved business, the cost of any Green Card may be charged to you and must be paid for before the journey starts.

O) PERMITTED USE

Subject to the restrictions already stipulated, our vehicles may only be used for our authorised business of delivering/travelling to and from customers for the purpose of servicing customers and prospect customers unless previous arrangements for private domestic or social use have been agreed with us in advance. They may not be used for the carriage of passengers for hire or reward, nor may they be used for any type of motoring sport, including racing, rallying or pace making, whether on the public highway or on private land.

P) PERSONAL LIABILITY FOR DAMAGE TO VEHICLES

Where any damage to one of our vehicles is due to your negligence or lack of care, we reserve the right to insist on your rectifying the damage at your own expense or paying the excess part of any claim on the insurers.

Q) SECURITY TRACKERS

All Company vehicles are fitted with trackers for security and management information purposes. These enable the Company to monitor the vehicles' whereabouts at any time, both live and retrospectively. Vehicles are monitored to assist in the safety of lone workers, to verify movements and to track the vehicle in the event of theft.

We will ensure all personal data obtained in this way is processed in line with the current Data Protection Act.

R) ONBOARD VEHICLE CAMERAS

Cameras are fitted to all our vehicles. This is for a number of reasons, including the prevention of crime, the safety of employees and customers, and for reducing insurance and legal costs. The footage can be monitored live or retrospectively.

Employees should be aware that footage from the cameras may be used and relied upon, where necessary, for insurance purposes and for disciplinary purposes. Similarly, if there were allegations of negligence or careless driving made by customers or third parties against employees, or claims brought against any member of the Company leading to civil proceedings, by customers, third parties or employees the Company may use and/or submit the footage to the relevant authorities.

We will ensure all personal data obtained in this way is processed in line with the current Data Protection Act.

S) OTHER GUIDELINES

1. It must be emphasised that you must never drive under the influence of alcohol, or drugs, including medicines which may affect your driving.
2. Use seat belts at all times and comply with local traffic conditions.
3. Always drive within the speed limit and reduce speed where weather conditions require you to.
4. DO NOT DRIVE if tired.
5. Always take regular breaks from the vehicle.



Customer Complaints Policy

A) PURPOSE

We regard a complaint as an expression of dissatisfaction about our organisation, our staff, our partners, our contracted service providers, or anyone else acting on our behalf. A complaint can be received verbally, by phone, by email, or in writing.

B) OUR POLICY

To establish a fair complaints system that is clear and simple for everyone who wishes to file a complaint. To ensure that everyone at Holland Bazaar Ltd understands what to do if a complaint is received. To ensure that all complaints are investigated properly and in a timely manner. To ensure that concerns are handled, and relationships are maintained wherever possible. To collect data that will help us improve our work. All complaint information will be handled respectfully, with only those who need to know being informed and all applicable data protection requirements being followed.

C) PROCEDURE

The individual who receives an email, written complaint, or phone call should: Make a list of the facts of the complaint. Take note of the complainant's name, address, and phone number. Inform the person that we have a complaints mechanism in place. Where appropriate, ask the complainant to send a written account by email so that the complaint is recorded in the complainant's own words.

1. Resolving Complaints

The complaint is best resolved by a fully trained customer service person. The Customer Complaint procedure is as it follows:

- Acknowledge the complaint: When a customer files a complaint, we ought to deal with it promptly and efficiently. This includes contacting the customer let them know that their complaint has been received and appointing a specific team to deal with the problem.
- Investigate the complaint: The customer service team carefully investigates into the complaint, compiling all relevant information and statements. This can consist of reaching out to the consumer for more details or opening an internal investigation.
- Conduct a thorough investigation of accusations: The customer service team will conduct a complete investigation of all complaints, compiling all relevant data and records. In order to find out more about the product, this may include getting in contact with the purchaser or the manufacturer or supplier.
- Respond to the customer: The customer service will provide information back to the customer within 5 working days. This could entail giving a credit note, replacement, or refund.
- Follow-up: Holland Bazaar will get in touch with the customer in order to determine if they are satisfied with the way their complaint has been handled. This can include asking the customer for comments or performing a satisfaction survey.
- Compliant documentation: Holland Bazaar maintains a record of all complaints and the steps taken to address them. This makes it easier to identify any trends or persistent problems that require attention.
- Evaluate and improve: Customer service routinely assesses the complaints procedure and adjusts it as needed. This could include reviewing the information gathered from complaints in order to identify areas where product quality, customer support, or other facets of the Company should be improved.

Conflicts of Interest Policy

A) POLICY STATEMENT

A conflict of interest is a relationship or activity that actually or potentially interferes, or can appear to interfere, with an employee's ability to act and make decisions objectively and impartially, in the best interests of the Company or our customers.

The Seller and the Buyer are required to perform their activities with the highest level of integrity, in a professional and ethical manner. They must also ensure that they avoid or eliminate any conflict of interest or situation that could reasonably be perceived as a conflict of interest.

Although this policy details certain behaviours that may lead to a conflict of interest or the appearance of a conflict of interest, it is impossible to anticipate all situations that could lead to one. Compliance with this policy is a condition of the contract between the Buyer and the Seller. Failure to comply with these provisions may result in termination of employment of the staff or termination of the contract between the Seller and the Buyer.

B) SCOPE

This policy applies to all employees of Holland Bazaar Ltd, as well as contractual third parties, partners, and customers who are doing business with the Company. All are expected to abide by the provisions of this policy that are reasonably applicable to them.

C) ACTIONS TO BE AVOID

Employees must ensure that no conflict exists or could appear to exist between their personal interests and those of Holland Bazaar Ltd/ potential competitor, customer, partner, vendor, supplier, or other business entity in which they have a direct or indirect financial interest.

Employees must not:

- Take part in or attempt to influence any Holland Bazaar Ltd decision or any business dealings with a current or potential competitor, customer, partner, vendor, supplier, or other business entity in which you have a direct or indirect financial interest.
- Use the premises, equipment, suppliers, or services of other employees of Holland Bazaar Ltd to promote their personal interests.
- To be in a position where the employee or the Buyer could benefit directly or indirectly from a business transaction (e.g. supplier of goods that have not been directly supplied, purchased, or approved for sale by Holland Bazaar Ltd)
- Give preferential treatment to any customer or other person doing business with Holland Bazaar Ltd in order to serve their personal interests.
- Try to perform any stock manipulation on any occasion.
- Make a financial gain at the expense of a customer.
- Have an interest in the outcome of a transaction or service provided to a customer, which is different than the customer's interest in that outcome.
- Expect to receive a third-party benefit for a service provided to a customer that is not a market-based commission or fee for that service or not included in their contract.

This should not be interpreted as an exhaustive list of all circumstances that could lead to a real or perceived conflict of interest.

D) COMPLIANCE AND MONITORING

- Holland Bazaar Ltd has effective compliance systems to address conflicts of interest and business selection issues. These systems include:
- Established ways for our customers and third parties to report any circumstances in which they believe a conflict of interest was not disclosed or managed properly.
- Prompt, thorough, and fair investigation of allegations under the supervision of our HR manager and General manager.
- Appropriate corrective action wherever a violation of policy is found.
- Holland Bazaar Ltd has developed ongoing training programs and internal guidance to help our personnel identify when potential conflicts of interest or business selection issues may arise and provide them with the right tools to manage such issues.

Account Opening Policy

A) INTRODUCTION

Holland Bazaar Ltd is committed to providing a seamless and secure shopping experience to our valued customers. To ensure a smooth account management process, this policy outlines the procedures for opening customer accounts and the terms and conditions associated with it.

B) ACCOUNT OPENING AUTHORITY

Only members of our accounts team are authorized to open customer accounts. Account openings should adhere to the following guidelines:

Required Documents: To open a customer account, the accounts team must obtain the following documents from potential customers:

- **Proof of Identity:** A valid government-issued ID or an equivalent document.
- **Proof of Address:** A recent utility bill, lease agreement, or similar document.
- **VAT (Value Added Tax) Number:** For registered businesses.
- **Company Registration Number:** For registered businesses.
- **Company Email Address:** Mandatory for business accounts.
- **Company Website:** If applicable.
- **Supplier References:** For catering companies or wholesale businesses, two references from their suppliers are required.

Please be aware that it can take us up to 5 working days for the account to be open due to document verification.

C) REGISTRATION FORM

The accounts team will use a standard registration form provided by Holland Bazaar to collect customer information and ensure all necessary details are recorded accurately.

D) RETURN POLICY

Due to the nature of our business and the perishable nature of some products, the following return policy applies:

- **Fresh Items (e.g., fruits and vegetables):** Customers must return these items within 24 hours of purchase.
- **Other Items:** To be eligible for a refund, customers must return non-perishable items within 7 calendar days of purchase, in unopened and original condition.
- **Damaged or Contaminated Products:** If our products arrive damaged, rotten, or contaminated, customers should contact us immediately. We will provide replacements regardless of the expiration date.



E) TERMS OF SALE

Customers are required to familiarise themselves with our terms of sale. Payment for orders shall be made to Holland Bazaar on the day of purchase unless otherwise agreed in writing. Delayed payment may lead to a review of the future supply of goods and services.

F) PAYMENT METHODS

No transactions with a total payment exceeding £1000 should be conducted over the phone. We encourage customers to use secure and approved payment methods.

G) CONFIDENTIALITY

Holland Bazaar respects the privacy and confidentiality of customer information. All collected data will be handled in accordance with applicable data protection laws and our privacy policy.

Contact Information

For any inquiries, concerns, or assistance related to customer accounts, please contact our accounts team at accountscroydon@hollandbazaar.co.uk

Electronics Policy

A) POLICY PURPOSE

To maximise the benefits to COMPANY and its employees of electronic communications, while protecting COMPANY and its employees from liability and/or performance challenges caused by the improper or unauthorised use of the systems made available to facilitate the business of the Company.

B) AUTHORISED USAGE

COMPANY's electronic communications systems must be used solely to facilitate the business of the Company. Employees are forbidden from using COMPANY electronic communication systems for private business activities, personal, or amusement/entertainment purposes. Employees are reminded that the use of corporate resources, including electronic communications, should never create either the appearance or the reality of inappropriate use. Inappropriate use may result in loss of access privileges and disciplinary action, up to and including termination.

C) OWNERSHIP

The Company's electronic communication system is Company property. All messages, information, and data sent and received by the electronic communication system are Company property. Incidental and occasional personal use of the electronic communication system is allowed, but such use will be subject to this policy and any resulting messages and data are the property of the Company.

D) DAMAGES

Any damage to the Company laptops, PCs, mobile phones, or other electronic 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 us the full or part of the cost of the loss; and in the event of an at-fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess. In the event of failure to pay, such costs will be deducted from your pay.



Flexible Working Policy

A) INTRODUCTION

The Company believes that its staff members are its most valuable asset and is committed to attracting and retaining the very best workforce and utilising all the talent and experience available within the community. We also appreciate that the workforce is becoming increasingly diverse and includes a high percentage of those with caring responsibilities, as well as those whose interests and aspirations impact on their time. We, therefore, appreciate that standard or established working hours are, in many cases, incompatible with increasing demand for a better work-life balance.

The Company recognises the importance of helping its employees balance their work and home life by offering flexible working arrangements. In turn it recognises that staffing levels must at all times remain in line with the demands of the business.

This policy aims to set out the ways in which flexible working can increase staff motivation, build better relationships between the Company and its employees, increase the rate of retention of staff, reduce absence, attract new talent, promote work-life balance and reduce employee stress, and in doing so improve the Company's efficiency, productivity and competitiveness. It provides a description of the issues involved, taking into account the possible benefits of each kind of flexible working to both employees and the Company, but also raising possible drawbacks and areas of potential concern.

This policy applies to flexible working requests received by the Company on or after 6 April 2024. Requests received before that date which have not reached conclusion will continue to be considered under our previous policy.

The policy considers the following options as types of flexible working but we recognise that there may be alternatives and that the working pattern that may suit any particular individual could be a unique one involving a combination of options:

- job-sharing;
- part-time working;
- annualised hours;
- compressed hours;
- flexitime;
- term-time working;
- swapping hours;
- working from home;
- career breaks;
- flexible shift working.

B) THE BUSINESS NEED

Although the Company is committed to providing the widest possible range of working patterns for its workforce, both management and employees need to be realistic and to recognise that the full range of flexible working options will not be appropriate for all jobs across all areas of the business.

Where an instance of flexible working is requested, we will take into account a number of criteria including (but not limited to):

- the cost of the proposed arrangement;
- the effect of the proposed arrangement on our service delivery;
- the level of supervision that the post-holder requires;
- the structure of the department and staff resources;
- other issues specific to the individual's department;
- an analysis of the tasks specific to the role, including their frequency and duration;
- an analysis of the workload of the role.

C) ELIGIBILITY

Although we recognise that not all of the flexible working patterns considered will be suitable for all sections of the Company's workforce, there should be no arbitrary barriers. Employees in all areas and levels of the Company will be considered for flexible working regardless of their age, sex, sexual orientation, race, religion or belief, pregnancy, marital/civil partnership status, gender reassignment or disability. However, there is no automatic right for employees to change to any of the flexible working patterns. Each application will be considered on its own merits save for where it is made as a reasonable adjustment under disability legislation in which case it will be considered under the rules applying to our duty under those laws.

D) RIGHT TO REQUEST FLEXIBLE WORKING

You are entitled to make a statutory request for flexible working from the first day of your employment. You can make a maximum of two statutory flexible working requests during any 12-month period. A request cannot be made until any previous request has been concluded in full.

While it is the Company's policy to be flexible on working patterns for all its employees, in order to ensure that we are complying with our legal obligations concerning the right to request flexible working, there may be situations where precedence has to be given to those who are eligible for this right.

E) THE APPLICATION

You can get an application form to complete from the HR Department in order to make a request.

For clarity, the application you submit must:

- be made in writing and state that it is such an application;
- state whether you have made a previous application under this procedure and, if so, when;
- specify the change applied for and the date on which it is proposed the change should take effect; and be dated.

The application must also state whether you are requesting the variation as a reasonable adjustment under the disability discrimination provisions of the Equality Act 2010.

F) PROCEDURE FOR DEALING WITH AN APPLICATION

1. Consultation on your Application

The Company will consult with you as part of a discussion following receipt of the application, unless

we notify you in writing of agreement to the variation. The time and place of the discussion will be convenient to both of us. The consultation will include exploration of alternative arrangements that may be acceptable to you if we are unable to agree to the exact variation requested.

2. Notice of Decision

Once a decision has been made by the Company, we will notify you of the outcome. Where our decision is to agree to the application, the notice will specify the contract variation agreed to and state the date on which the variation is to take effect. Where the decision is to refuse the application, the notice will state which of the specified grounds for refusal are considered to apply, with an explanation of why those grounds apply in relation to the application and set out the appeal procedure.

3. Right of Appeal

You may appeal against the Company's decision to refuse an application. The notice of appeal must be in writing, setting out the grounds for appeal and be dated.

We will discuss the appeal with you once the grounds for appeal are received, unless we give you written notification that the original decision has been overturned and specifies the variation which has now been agreed and the date on which it will take effect. If an appeal meeting is held, the time and place will be convenient to both of us.

After the appeal meeting has been held, we will give you written, dated, notice of the decision on the appeal. Where we uphold the appeal, the notice will specify the contract variation agreed to and state the date on which it is to take effect. Where our decision to reject the application remains, the notice will state the grounds for the decision and contain a sufficient explanation as to why those grounds apply.

4. Acceptance of Variation

Where we accept your application, it will mean a permanent variation of your contract, unless we agree otherwise. This means that once a change has been made, there is no right for you to revert back to your previous terms and conditions. Further requests will count towards the maximum amount permitted in any 12-month period.

5. Timescale

We will deal with and conclude your application for flexible working within two months of the date of the application unless we both agree on an extension in which case we will confirm this in writing.

6. Accompaniment

At any meetings held to discuss the application, including any appeal meetings, you can be accompanied by a colleague of your choice.

7. Conflicting requests

Where conflicting requests for flexible working are received from employees, the Company may

require a compromise to be found so that all requests may be accommodated albeit on different terms as those set out in each request. If no compromise is achievable after consultation with the employees involved, the Company may use a random selection method to determine the granting of individual requests.

G) WITHDRAWAL OF APPLICATION BY EMPLOYEE

The Company will treat an application as withdrawn under the statutory provisions where you:

- notify us, orally or in writing, that you are withdrawing the application; or
- without reasonable cause, fail to attend a meeting to discuss your application or appeal meeting more than once.

The Company will confirm the withdrawal of the application to you in writing unless you have already provided written notice of the withdrawal.

H) EMPLOYEE CONSULTATION/PARTICIPATION

While some approaches to flexible working practices will involve changes to individual contracts of employment and be relatively easy to implement, the Company recognises that others such as flexitime or the imposition of annualised hours will have a greater impact on sections of the workforce as a whole. Before any such working pattern is implemented it is therefore committed to in-depth consultation with employees and their representatives and recognises that gaining their agreement is likely to have a positive impact on the success of the scheme. The Company works on the basis that consultation gives all parties the opportunity to raise the issues that are of greatest importance to them and ensures that they are considered from all angles.

Consultation will usually take the form of an employee survey followed by focus groups and a pilot scheme of the new working pattern. The findings of any consultation will be communicated to the workforce, along with any proposed action resulting from the consultation.



Headphones Policy

The use of headphones or any personal audio devices is strictly prohibited while working in the warehouse, especially when operating forklifts, for the following health and safety reasons:

1. **Situational Awareness:** Operating forklifts and other heavy machinery in the warehouse requires full attention and awareness of your surroundings. Wearing headphones can impair your ability to hear important warnings, and alarms, or communicate with colleagues.
2. **Communication:** Clear and immediate communication among warehouse personnel is crucial for ensuring safety. Wearing headphones can hinder effective verbal communication, leading to misunderstandings and potential accidents.
3. **Auditory Warnings:** Warehouse environments often have alarms, horns, and other auditory warning signals in place to alert employees of potential hazards. Wearing headphones may prevent you from hearing these vital warnings.
4. **Focus on Task:** Listening to music or audio content through headphones can divert your focus away from your work tasks, increasing the risk of accidents and injuries.

Consequences of Non-Compliance:

Employees found in violation of this policy will be subject to disciplinary action, which may include verbal warnings, written warnings, suspension, or termination, depending on the severity and frequency of the violation. Non-compliance with this policy will be treated as a breach of health and safety conduct.

Your commitment to following this policy is essential for the safety and well-being of yourself and your colleagues.



Time Off in Lieu Policy

Your contracted hours are detailed within your terms and conditions of employment.

Any hours worked in addition to these can be taken as time off in lieu. For each incidence of time off in lieu, you must complete the details on a monthly time off in lieu sheet which must then be signed off by your Line Manager. Time off in lieu will be compensated on an hour-by-hour basis.

The date when the time off in lieu is to be taken is to be mutually agreed upon, detailed on the time off in lieu sheets, and signed off by your Line Manager. However, time off in lieu should be taken as soon as possible.

When Time Off in Lieu is requested, you must follow normal Annual Leave processes. You cannot take Time off in Lieu unless it has been accepted by Management.

At the end of each week/month a copy of the time off in lieu sheets should be given to your Line Manager and any remaining time off in lieu should be carried forward to the next month.

No Time Off in Lieu can be carried forward to the next annual leave year.

The amount of time off in lieu you have will be subject to regular review by your Line Manager.

Key Holder Policy for Tobacco Room and Alcohol Barriers

A) POLICY STATEMENT

This Key Holder Policy outlines the responsibilities and expectations for employees who are entrusted with keys to the tobacco room and alcohol barriers within the warehouse shop. The purpose of this policy is to ensure the security and proper handling of these sensitive areas.

B) SCOPE

This policy applies to all employees who have been designated as key holders for the tobacco room and alcohol barriers within the warehouse shop.

C) KEY HOLDER RESPONSIBILITIES

- 1. **Key Custody:**
 - a. Key holders must keep their designated keys secure at all times and not share them with unauthorised individuals.
 - b. Keys must not be duplicated without prior authorisation from management.
- 2. **Access Control:**
 - a. Key holders are responsible for ensuring that only authorised personnel access the tobacco room.
 - b. Unauthorised access attempts must be reported immediately to a manager.
- 3. **Security Measures:**
 - a. Key holders should regularly inspect the security measures in place, such as locks and surveillance systems, to ensure they are functioning properly. Any malfunction or breach of security must be reported promptly.
- 4. **Opening and Closing:**
 - a. Key holders are responsible for opening and closing the tobacco room and alcohol barriers at the designated times and ensuring that the area is properly secured after use.
- 5. **Training and Awareness:**
 - a. Key holders should be trained on the specific policies and procedures related to the storage and handling of tobacco and alcohol products.

D) PROHIBITED ACTIONS:

- 1. **Unauthorised Key Use:**
 - a. Key holders must not use their keys for personal gain or to access restricted areas for unauthorised reasons.
- 2. **Sharing Keys:**
 - a. Keys should not be shared with non-key holders or individuals without proper authorisation.
- 3. **Negligence:**
 - a. Key holders should not be negligent in their duties, which may compromise the security or inventory control of the tobacco room and alcohol barriers.

E) CONSEQUENCES OF VIOLATIONS

Violations of this Key Holder Policy may result in disciplinary actions, including but not limited to warnings, suspension, or termination of employment, depending on the severity of the breach.

F) REPORTING VIOLATIONS

Employees are encouraged to report any suspected violations of this policy to their supervisor, manager, or the designated human resources representative. By signing below, I acknowledge that I have read, understood, and agree to comply with this Key Holder Policy.

Purchasing Policy

A) INTRODUCTION

This policy sets out how the discount provided to yourself is applied and the way in which it can be used.

B) GENERAL INFORMATION

Please see below for the general information that you need to know regarding the discount that the Company offers to employees:

- The maximum discount the Company can provide is 10% and is limited to up to £300 worth of goods per month.
- You are unable to apply the discount for any alcohol or tobacco products.
- You cannot extend the discount to any family or friends; you are the only person who can use the discount.
- Any purchasing of products cannot be done during your working hours.

If you have been found to not adhere to these guidelines, the benefit of the Company discount may be taken away from yourself and you may be subject to disciplinary action.

If you are aware that any of your colleagues are not adhering to these guidelines, you must report them to the Company, who will investigate the situation further.



Business Ethics and Conduct

The successful business operation and reputation of Holland Bazaar Ltd are built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of Holland Bazaar Ltd is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to Holland Bazaar Ltd, its customers, and shareholders to act in a way that will merit the continued trust and confidence of the public. Holland Bazaar Ltd will comply with all applicable laws and regulations and expects its employees to conduct business in accordance with the intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your Line/Branch Manager, for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every Holland Bazaar Ltd employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

Personal Relationships in the Workplace

A) INDUCTION

The employment of relatives or individuals involved in a dating relationship in the same branches of the organisation may cause serious conflicts and problems with favouritism and employee morale. Although the policy refers to romantic or family relationships between work colleagues, the principles are also applicable to employees in such a relationship with a contractor, customer, or supplier, or with someone who works for a competitor of the organisation. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

B) PURPOSE

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. In the context of this policy, “employee dating” includes consensual romantic relationships and sexual relations. We explicitly prohibit non-consensual relationships.

C) SCOPE

This policy applies to all our employees regardless of gender, sexual orientation, or other protected characteristics. Although Holland Bazaar Ltd has no prohibition against employing relatives of current employees, we are committed to monitoring situations in which such relationships exist in the same area, including current employees in dating relationships with each other. However, this policy seeks to ensure that such relationships are declared, are transparent, and do not give rise to more or less favourable treatment.

Future employees will be individually responsible for ensuring that they do not get involved in any personal relationship at work in order to not interfere with their duties and responsibilities and not give rise to a conflict of interest, abuse of power, or more or less favourable treatment. In case of actual or potential problems, Holland Bazaar Ltd will take prompt action, and this can include reassignment or failing to comply with this policy could lead to disciplinary action, up to and including possible termination of employment. Employees in a close personal relationship should refrain from public workplace displays of affection or excessive personal conversations.

D) EXAMPLES OF UNACCEPTABLE BEHAVIOUR

- Arguing in the workplace.
- Kissing or touching inappropriately in front of colleagues or customers
- Exchanging an excessive number of instant messages or calls during working hours
- Boasting about or discussing your relationship in your colleagues’ presence

E) AFTER YOU STOP DATING A COLLEAGUE

If your relationship ends, maintain professionalism, and ensure you won’t disrupt our workplace. You mustn’t badmouth your former partner, sabotage their work, or reveal any intimate details. All these break our code of conduct about respect in the workplace and you will face disciplinary action. If your former partner behaves this way, report them to HR and we will investigate as soon as possible.

Our Company’s commitment to romantic relationships in the workplace

Just like we expect employees to comply with our policy, we have responsibilities that we’re committed to fulfilling. We will:

- Enforce this policy equally to all employees including HR and senior management
- Treat everyone equally when taking disciplinary action without discriminating against protected characteristics
- Prohibit victimisation, violence, and retaliation of any kind
- Examine each case separately and consider all aspects and perspectives before making decisions

All of us must follow our equal employment opportunity policy at all times. For example, HR must not penalise a homosexual couple differently than a heterosexual couple when they both have violated our employee relationships policy in the same manner. At any point, we will keep our employees’ freedom and individual rights in mind and follow the law.

Uniform Policy

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. Where uniforms are provided, these must be worn at all times whilst at work and laundered on a regular basis.

Where an employee's role requires them to wear protective clothing (safety boots, yellow vest, protective goggles, etc), such items must be worn at all times when in the working area covered by that requirement. Failure to wear such clothing is a breach of explicit safety rules, is regarded as gross misconduct, and renders the employee liable to dismissal.

Any loss or damage to the uniform (taking into consideration everyday wear and tear) will be at the employee's expense.
Upon termination of your employment, you will be required to return any uniform which has been provided to you. Failure to return such items will result in the Company making a deduction for the cost of the uniform from your wages. This is an express written term of your employment.

Aims and objectives of having a uniform policy:

- Promotes a sense of pride in the Company
- Engenders a sense of being part of a team
- It is necessary for Health and Safety reasons
- Helps customers know who our staff are when looking for help or assistance



Goods Policy

A) PURPOSE

The purpose of this policy is to establish clear guidelines for the handling, payment, and removal of goods by staff to ensure fairness, accountability, and integrity within Holland Bazaar Ltd.

B) SCOPE

This policy applies to all employees of Holland Bazaar Ltd, including full-time, part-time, temporary, and contract workers.

C) POLICY STATEMENT

Prohibition on Unauthorised Removal of Goods:

- All staff members are strictly prohibited from taking home any goods from Holland Bazaar Ltd unless these goods have been properly invoiced and paid for.
- Any goods removed from the premises without payment or proper invoicing will be considered theft and will be subject to disciplinary action.

Invoicing and Payment Requirements:

- Staff are required to pay for all goods by the end of their shift on the same day the goods are taken.

Handling of Wasted or Damaged Goods:

- Wasted or damaged food products may be sold to staff at a reduced price.
- The sale of such items must be authorised by a manager before the transaction occurs.
- These items must also be invoiced and paid for by the end of the shift.

D) CONSEQUENCES OF NON-COMPLIANCE

- Any staff found in violation of this policy by taking home goods without proper invoicing and payment will face disciplinary actions.

Bullying and Harassment Policy

A) PURPOSE

The purpose of this policy is to ensure that all employees, contractors, agency workers, volunteers, and anyone interacting with Holland Bazaar Ltd. are treated with dignity and respect, and are free from harassment, bullying, or victimisation. We aim to create and maintain a safe working environment that is free from personal harassment, including sexual harassment, in line with the Equality Act 2010.

B) SCOPE

This policy applies to all employees, workers, contractors, agency workers, volunteers, and visitors across all locations, including remote work environments and off-site events. It also applies to harassment by third parties such as customers, suppliers, or members of the public.

C) DEFINITIONS

1. Harassment

Harassment is unwanted conduct related to a protected characteristic (age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex, or sexual orientation) that violates an individual's dignity or creates an intimidating, hostile, degrading, humiliating, or offensive environment. Harassment can take many forms, including:

- Spoken words
- Written words
- Social media posts
- Physical gestures
- Facial expressions
- Jokes or pranks
- Physical behaviour, including aggression or damage to property

2. Sexual Harassment

Sexual harassment is unwanted conduct of a sexual nature that violates a person's dignity or creates an offensive environment. Examples include:

- Sexual comments or jokes
- Displaying sexually explicit material
- Staring or leering
- Unwanted propositions or advances
- Unwelcome touching or massaging
- Spreading sexual rumours
- Sending sexually explicit emails or text messages

3. Less Favourable Treatment

This refers to situations where someone is treated less favourably because they either rejected or submitted to unwanted conduct of a sexual nature, or conduct related to their sex or gender reassignment.

4. Bullying and Harassment in the Workplace

Bullying involves repeated, unreasonable behaviour directed towards an individual or group that creates a risk to health and safety. Examples of bullying include:

- Verbal abuse
- Intimidation or humiliation
- Undermining a person's ability to perform their role
- Excluding someone from work-related activities

D) REPORTING BULLYING AND HARASSMENT

Steps for Reporting Bullying and Harassment

If you experience or witness bullying or harassment, follow the steps below to report the incident:

Step 1: Document the Incident

- Record all details of the incident(s), including the date, time, location, individuals involved, and any witnesses.
- Include specific behaviours or statements that made you feel harassed or bullied.

Step 2: Report to a Manager or HR

- Employees can report the incident to their immediate supervisor or directly to the Human Resources (HR) department. If the incident involves a manager, employees may bypass them and report directly to HR.
- Customers and visitors are encouraged to report incidents to the designated Company representative or directly to HR.

Step 3: Confidential Reporting Channels

- **Email:** Send a detailed email to hr@hollandbazaar.com outlining the incident.
- **Anonymous Reporting:** Use the Company's anonymous reporting tool, accessible via the intranet or by calling the anonymous hotline.

Third-Party Harassment

If you experience harassment from a third party (e.g., customers, suppliers, visitors), you should report it to your Line Manager. Harassment by third parties will not be tolerated, and we will take appropriate steps to address it. If necessary, criminal acts will be reported to the police.

E) RESPONSE AND INVESTIGATION

Investigation Process

HR Investigation

- HR will conduct a confidential investigation into all reported incidents, including interviewing the involved parties and any witnesses.
- The investigation will be completed within a set timeframe (typically 10 business days), with regular updates provided to the complainant.

Resolution and Outcome

If the investigation finds that bullying or harassment has occurred, appropriate disciplinary action will be taken, which may include:

- Warnings or reprimands.
- Mandatory training or counselling.
- Suspension or termination of employment.
- The complainant will be informed of the investigation outcome while maintaining the privacy of all individuals involved.

Appeal Process

- If the complainant or the accused party disagrees with the outcome of the investigation, they can submit an appeal in writing to Senior Management within days of receiving the investigation's results.
- the complaint and you have the right to bring a colleague or confidential helper with you.

F) CONSEQUENCES FOR HARASSERS

Employees found to have committed harassment, or bullying may face disciplinary action, including formal warnings or dismissal. Senior employees found to have abused their authority will face additional scrutiny and possible dismissal.

Protection Against Retaliation Employees who report harassment will not be victimised for doing so. However, if a complaint is found to be both untrue and malicious, the complainant may be subject to disciplinary action.

G) EMERGENCY PROCEDURES

Immediate Action

If an incident of harassment or bullying requires immediate intervention, managers will provide support to the affected individual and take steps to remove the harasser from the situation if necessary. HR will be notified for immediate investigation and further action.

E) DOCUMENTATION AND RECORDS

Incident Records

All reports of bullying and harassment, as well as the outcomes of investigations and any disciplinary actions taken, will be documented and stored confidentially by HR.

Holland Bazaar Ltd

Cookies Policy

A) INTRODUCTION

Holland Bazaar Ltd ("we", "our", or "us") uses cookies and similar tracking technologies on our website (hollandbazaar.co.uk) to provide a better browsing experience, analyse site traffic, and deliver personalised content and advertisements. This Cookies Policy explains what cookies are, how we use them, and how you can control them. By continuing to use our website, you agree to the use of cookies as outlined in this policy.

B) WHAT ARE COOKIES?

Cookies are small text files that are placed on your device (computer, smartphone, tablet) when you visit a website. They help websites remember information about your visit, such as your preferences and settings, so that your browsing experience can be tailored and improved. Cookies also enable websites to perform essential functions such as keeping you logged in, remembering items in your shopping basket, and providing content that is relevant to you.

C) TYPES OF COOKIES WE USE

Holland Bazaar Ltd uses both first-party cookies (set by our website) and third-party cookies (set by external services we partner with) for a variety of purposes. These cookies fall into the following categories:

1. Strictly Necessary Cookies

These cookies are essential for the proper functioning of our website. They enable you to navigate the site, access secure areas, and use basic features such as logging in or filling out forms. Without these cookies, the website cannot function properly.

Examples of Strictly Necessary Cookies:

- Authentication cookies to keep you logged in.
- Session cookies to maintain your session across different pages.

2. Performance Cookies

Performance cookies collect information about how visitors use our website, such as which pages are most frequently visited, and if users encounter error messages. These cookies do not collect personal data and are used to improve the functionality and performance of our website.

Examples of Performance Cookies:

- Google Analytics cookies that track page visits, time spent on the website, and bounce rates.

3. Functional Cookies

Functional cookies enable our website to remember the choices you make and provide enhanced, more personalised features. These cookies remember settings like language preferences, login information, and items in your shopping cart.

Examples of Functional Cookies:

- Cookies that remember your preferred language or location.
- Cookies that keep track of the items you've added to your shopping cart.

4. Targeting and Advertising Cookies

Targeting cookies are used to deliver advertisements that are relevant to you and your interests. They may also be used to limit the number of times you see an advert and to measure the effectiveness of an advertising campaign. These cookies are often placed by third-party advertising networks with our permission.

Examples of Targeting and Advertising Cookies:

- Google Ads cookies to deliver tailored advertising based on your browsing behaviour.
- Facebook Pixel cookies to track conversions and optimise advertisements on social media.

D) THIRD-PARTY COOKIES

In addition to the cookies set by Holland Bazaar Ltd, we use third-party cookies provided by trusted partners to enhance your experience on our website. These third-party cookies may track your browsing behaviour across multiple websites and are used to serve you with relevant advertisements and personalised content.

Our third-party partners include:

Google Analytics: Helps us understand how visitors use our website by collecting data such as pages visited, session duration, and geographical location.

Google Ads: Provides personalised advertising based on your interactions with our website and other websites across the internet.

Facebook Pixel: Tracks user interactions for the purposes of retargeting ads on Facebook and Instagram.

Each third-party service provider has its own privacy and cookies policies, which we encourage you to review. These providers may use the information they collect on our website to improve their own services.

E) HOW WE USE COOKIES

We use cookies to achieve the following purposes:

Enhance Website Performance: Cookies help us ensure that our website runs smoothly and efficiently by tracking errors, monitoring load times, and understanding how users navigate through different pages.

Personalise User Experience: By storing information about your preferences and past interactions with our website, cookies allow us to provide you with a customised browsing experience. This may include tailored content, product recommendations, and relevant advertisements.

Security and Fraud Prevention: Cookies enable us to detect potential security threats, such as unauthorised login attempts or malicious behaviour, and to take necessary measures to protect your data.

Analytics and Insights: We use cookies to collect statistical information about how our website is used. This helps us identify trends, improve functionality, and make data-driven decisions for our business.

F) HOW YOU CAN MANAGE COOKIES

You have control over the cookies used on our website. Most web browsers are set to accept cookies by default, but you can modify your browser settings to block or delete cookies if you prefer. Please note that disabling certain cookies may affect the functionality of our website and limit your ability to access certain features.

Managing Cookies Through Browser Settings:

You can configure your browser to block or delete cookies at any time. The process for doing so will vary depending on the browser you are using. Here are links to instructions for managing cookies in some of the most popular browsers:

- Google Chrome
- Mozilla Firefox
- Safari
- Microsoft Edge

Opting Out of Third-Party Cookies:

You can opt out of targeted advertisements served by third-party advertisers through various platforms. For example:

- **Google Ads:** Google Ads Settings
- **Facebook Ads:** Facebook Ad Preferences

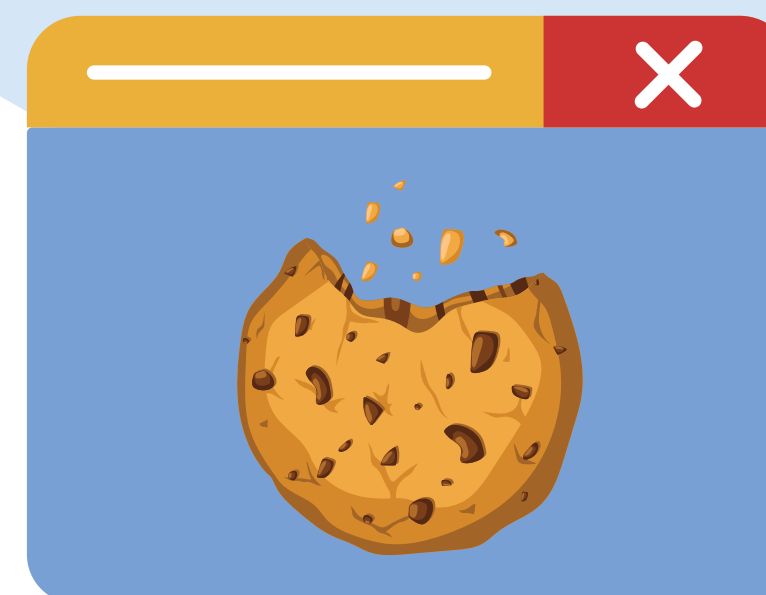
Do Not Track (DNT):

Some browsers allow you to enable a "Do Not Track" feature, which sends a signal to websites requesting that your browsing activity is not tracked. However, please be aware that our website may not recognise or respond to Do Not Track signals.

G) CHANGES TO THIS COOKIES POLICY

We may update this Cookies Policy from time to time to reflect changes in our use of cookies or legal requirements. Any updates will be posted on this page, and where appropriate, we will notify you of significant changes via email or through our website.

We recommend that you review this policy periodically to stay informed about how we use cookies and the choices available to you.



Holland Bazaar Limited

Data Protection Policy

A) INTRODUCTION

Holland Bazaar Limited (“the Company”) is committed to protecting the privacy and security of the personal data it processes as part of its operations. As a food wholesale business that serves both membership-based and non-membership-based customers, we recognise the importance of safeguarding the personal information of all individuals, including customers, employees, suppliers, and business partners.

This policy outlines the Company’s responsibilities in processing personal data in compliance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. We are dedicated to processing personal data lawfully, fairly, and transparently, and this policy serves to ensure all stakeholders understand how their data is handled.

B) PURPOSE OF THIS POLICY

The purpose of this policy is to establish clear guidelines on how the Company processes, stores, and protects personal data, ensuring that we comply with all relevant data protection laws. This policy also sets out the rights of individuals whose data we process and how they can exercise these rights.

C) SCOPE OF THE POLICY

This policy applies to all employees, job applicants, existing and former employees, apprentices, volunteers, placement students, workers, contractors, suppliers, and third-party partners of Holland Bazaar Limited who process personal data. It covers all personal data processed by the Company, whether it relates to membership-based or non-membership-based customers, employees, suppliers, or other third parties. This includes data collected in both electronic and physical formats, processed across various platforms and systems used by the Company.

D) DEFINITIONS

For the purposes of this policy, key terms are defined as follows:

- a. **Personal Data:** Any information relating to an identified or identifiable individual, including but not limited to names, contact details, membership details, purchase history, identification numbers, or any other information that could be linked to a specific person.
- b. **Special Categories of Data:** Personal data that requires additional protection due to its sensitive nature, including data related to racial or ethnic origin, health information, political opinions, religious beliefs, or sexual orientation.
- c. **Data Controller:** Holland Bazaar Limited, which determines the purposes and means of processing personal data.

- d. **Data Processor:** Any third-party entity or individual who processes personal data on behalf of the Data Controller.
- e. **Processing:** Any action performed on personal data, including collection, recording, organisation, storage, adaptation, retrieval, disclosure, or deletion.

E) DATA PROTECTION PRINCIPLES

The Company abides by the following key principles when processing personal data:

- a. **Lawfulness, Fairness, and Transparency:** We will process personal data lawfully, fairly, and in a transparent manner.
- b. **Purpose Limitation:** Personal data will be collected for specified, explicit, and legitimate purposes, and will not be further processed in ways that are incompatible with those purposes.
- c. **Data Minimisation:** We will only collect personal data that is adequate, relevant, and limited to what is necessary for the purposes of processing.
- d. **Accuracy:** We will ensure that personal data is accurate and kept up to date. Inaccurate data will be corrected or deleted without undue delay.
- e. **Storage Limitation:** Personal data will be retained only as long as necessary for the purposes for which it was collected.
- f. **Integrity and Confidentiality:** Personal data will be processed securely, protecting against unauthorised access, loss, destruction, or damage.
- g. **Accountability:** Holland Bazaar Limited takes responsibility for ensuring compliance with these principles and can demonstrate such compliance through policies, procedures, and record-keeping.

F) LEGAL BASIS FOR PROCESSING PERSONAL DATA

The Company will only process personal data when there is a lawful basis to do so under the UK GDPR. These legal bases include:

- a. **Consent:** We will process personal data where the individual has provided clear consent for a specific purpose.
- b. **Contractual Necessity:** Personal data will be processed when necessary to fulfil a contract with the individual, such as processing orders for both membership-based and non-membership customers.
- c. **Legal Obligation:** We may process personal data where it is necessary to comply with a legal obligation.

- d. **Legitimate Interests:** We may process personal data where it is in the legitimate interests of the Company or a third party, provided these interests are not overridden by the data subject's rights and interests.
- e. **Vital Interests:** In exceptional cases, we may process personal data to protect an individual's vital interests.

G) COLLECTION AND USE OF PERSONAL DATA

The types of personal data we collect depend on the nature of the relationship with the data subject. Personal data may be collected and processed for the following purposes:

- a. **Membership-Based Customers:** We may collect names, contact details, purchase history, and membership information to manage customer accounts, process orders, deliver goods, and provide membership benefits.
- b. **Non-Membership Customers:** For non-membership customers, we may collect personal data such as contact details, delivery addresses, and payment information to fulfil orders and provide services.
- c. **Supplier and Contractor Data:** We collect and process personal data from suppliers and contractors, including payment and business contact information, to manage business relationships.
- d. **Employee Data:** Personal data such as name, address, National Insurance number, and payroll information is collected and processed to manage the employment relationship.
- e. **Marketing and Communication:** We may collect personal data to send marketing communications to customers, provided that appropriate consent has been obtained. Individuals can opt out of receiving marketing communications at any time.

H) DATA SUBJECT RIGHTS

Under the UK GDPR, individuals whose personal data we process have several rights:

- a. **Right to be Informed:** Individuals have the right to be informed about how their personal data is collected and used. This is typically provided through privacy notices.
- b. **Right of Access:** Individuals can request access to their personal data and obtain a copy of it, including information about how and why it is being processed.
- c. **Right to Rectification:** Individuals can request the correction of inaccurate or incomplete personal data.
- d. **Right to Erasure (Right to be Forgotten):** Individuals can request the deletion of their personal data where it is no longer necessary, where consent has been withdrawn, or where there is no overriding legitimate interest for continued processing.

- e. **Right to Restrict Processing:** In certain circumstances, individuals can request that the processing of their personal data is restricted.
- f. **Right to Data Portability:** Where applicable, individuals can request to receive their personal data in a structured, commonly used, and machine-readable format, and have the right to transfer that data to another data controller.
- g. **Right to Object:** Individuals have the right to object to the processing of their personal data for specific purposes, including direct marketing.
- h. **Rights in Relation to Automated Decision-Making and Profiling:** Individuals have the right not to be subject to decisions based solely on automated processing, including profiling, where such decisions significantly affect them.

I) DATA SECURITY

Holland Bazaar Limited is committed to ensuring the security of personal data. To protect personal data from unauthorised access, disclosure, alteration, and destruction, we have implemented the following security measures:

- a. **Physical Security:** Offices and systems containing personal data are secure, with access restricted to authorised personnel only.
- b. **Technical Security:** We use encryption, secure servers, firewalls, and regular security updates to protect electronic data.
- c. **Organisational Security:** Employees are required to follow internal policies and procedures designed to protect personal data. All employees who handle personal data receive appropriate training on data protection.

J) DATA BREACH RESPONSE

In the event of a personal data breach, Holland Bazaar Limited will take immediate steps to contain and assess the breach. If the breach poses a risk to the rights and freedoms of individuals, we will report it to the Information Commissioner's Office (ICO) within 72 hours. Affected individuals will be notified where the breach is likely to result in a high risk to their privacy or data security.

K) DATA RETENTION AND DISPOSAL

Personal data will be retained only as long as necessary to fulfil the purposes for which it was collected, or as required by law. Once personal data is no longer required, it will be securely deleted or anonymised.

- a. **Membership Data:** Customer membership data will be retained for the duration of the membership and for a specified period thereafter (6 years), as required by law or to resolve any outstanding matters.
- b. **Non-Membership Customer Data:** Non-membership customer data will be retained for the

duration of the business relationship and for any subsequent periods required for legal, tax, or regulatory purposes.

- c. **Supplier and Contractor Data:** Supplier and contractor data will be retained as required for contractual obligations and any regulatory compliance.

L) DATA SHARING AND TRANSFERS

Holland Bazaar Limited may share personal data with third-party service providers (such as payment processors, delivery partners, or IT support) where necessary to fulfil business operations. When doing so, we ensure that appropriate data protection agreements are in place.

- a. **Third-Party Contracts:** Any third-party partners who process personal data on our behalf are required to comply with data protection laws and implement appropriate security measures.
- b. **International Data Transfers:** If personal data is transferred outside of the UK or the European Economic Area (EEA), we ensure that appropriate safeguards are in place, such as Standard Contractual Clauses (SCCs) or reliance on adequacy decisions.

M) GOVERNANCE AND RESPONSIBILITIES (CONTINUED)

- a. **Employee Responsibilities:** All employees of Holland Bazaar Limited who process personal data must adhere to this Data Protection Policy and relevant procedures. Employees are expected to complete regular training on data protection principles and report any potential breaches or issues to the Data Protection Officer (DPO) or the designated manager without delay.

N) MONITORING, AUDITING, AND REVIEW

Holland Bazaar Limited will monitor and audit its data processing activities regularly to ensure ongoing compliance with data protection regulations and this policy. Regular audits will help identify areas for improvement and ensure that the measures in place for protecting personal data remain effective.

O) CONTACT INFORMATION

If you have any questions about this Data Protection Policy, how your personal data is handled, or if you wish to exercise any of your rights under the UK GDPR, please contact our Data Protection Contact.



Holland Bazaar Ltd Depot Rules

A) INTRODUCTION

These Depot Rules outline the guidelines for the safe and efficient operation of all Holland Bazaar Ltd depots and branches. They apply to all employees, contractors, suppliers, customers shopping at our depots, and visitors. These rules are designed to maintain high standards of safety, hygiene, and operational efficiency. Please note that Holland Bazaar Ltd accepts no responsibility for any loss, theft, or damage to personal belongings or vehicles while on depot premises, including car parks and delivery areas.

B) ACCESS TO DEPOTS

- 1. **Authorised Personnel and Customers**
 - a. Access to the depot is granted to authorised personnel, approved suppliers, and customers during designated operational hours.
 - b. Customers must enter through the appropriate entrances and follow all signage and instructions.
 - c. Visitors and customers must adhere to all depot security protocols to ensure their safety and the safety of others.
- 2. **Depot Opening Hours for Customers**
 - a. Customers are permitted to access the depot only during the specified shopping hours, which are clearly displayed at each location.
- 3. **Security and Check-In Procedures**
 - a. All individuals, including employees, visitors, and customers entering and leaving the depot, including customers, may be subject to security checks. Holland Bazaar Ltd reserves the right to inspect bags and belongings at the entrance and exit.

C) HEALTH AND SAFETY FOR ALL VISITORS

- 1. **Personal Protective Equipment (PPE)**
 - a. Employees, contractors, and authorised personnel must wear PPE as required. Customers should be mindful of the areas where PPE is mandatory, especially around high-risk zones.
- 2. **Safe Movement Within the Depot**
 - a. Customers must remain within designated shopping areas and avoid restricted zones.
 - b. Always be cautious of forklifts, pallet trucks, and other heavy equipment operating in the depot, and must not cross the chain barriers.
- 3. **Incident Reporting**
 - a. Any accidents or safety concerns must be immediately reported to the Line Manager or the health and safety department.

4. Fire Safety

- a. In case of a fire or emergency, all individuals must follow the evacuation procedures posted at the depot. This procedure outlines what to do in the event of a fire, as well as the location of the fire assembly point.

D) CAR PARK AND DELIVERY AREAS

1. Car Park Usage

- a. Customers, suppliers, and employees may use the designated car park areas when visiting the depot. Parking is available on a first-come, first-served basis.
- b. Vehicles must be parked in marked bays only. Double-parking, blocking entrances, or parking in restricted zones (e.g., delivery areas or disabled bays) is strictly prohibited.
- c. Holland Bazaar Ltd does not accept any liability for loss, theft, damage, or accidents that occur in the car park. Vehicle owners park at their own risk.

2. Vehicle Security

- a. All vehicles must be locked, and valuables should not be left visible. Holland Bazaar Ltd will not be held responsible for any theft or damage to vehicles or property left inside vehicles.

3. Delivery Area Rules

- a. Delivery vehicles must use designated loading and unloading zones. Drivers must ensure that vehicles are positioned safely before any unloading begins.
- b. Access to delivery areas is restricted to authorised delivery personnel. Customers are not permitted to enter these areas for safety reasons.
- c. Delivery drivers must follow the instructions of depot staff when unloading goods and should not leave vehicles unattended.

4. Responsibility for Goods in Transit

- a. Holland Bazaar Ltd is not responsible for any loss, theft, or damage to goods once they leave the premises, whether they are in customers' or suppliers' vehicles or handled by third-party delivery services.

E) HANDLING AND SHOPPING FOR GOODS

1. Handling Goods

- a. Customers may browse in the designated shopping areas but must exercise care to avoid damage or injury. Heavy or fragile items should be handled with caution.

2. Assistance with Heavy Goods

Customers requiring assistance with heavy or bulky items can request help from depot staff. Safe lifting techniques and manual handling training must always be followed.

F) PAYMENT AND CHECKOUT

1. Checkout Process

- a. Customers (including employees) must ensure that all items are scanned and paid for at the checkout before leaving the depot.

2. Receipts and Proof of Purchase

- a. Customers (including employees) must retain their receipt and be prepared to present it upon request when exiting the premises.

G) HYGIENE AND CLEANLINESS FOR CUSTOMERS

1. Sanitisation

- a. Hand sanitiser stations are provided at key points throughout the depot.

2. Waste and Litter

- a. Customers are required to dispose of waste in the appropriate bins provided within the depot.

H) CONDUCT AND BEHAVIOUR OF CUSTOMERS

1. Respectful Conduct

- a. All customers must behave courteously and respectfully towards depot staff and other customers. Disruptive or aggressive behaviour will not be tolerated and may result in removal from the premises.

2. Alcohol and Drugs

- a. Customers found to be under the influence of alcohol or drugs will be asked to leave the premises immediately.

3. Theft and Vandalism

- a. Any customer found stealing or damaging depot property will be reported to the authorities. Holland Bazaar Ltd reserves the right to ban such individuals from future visits.

I) SECURITY AND SURVEILLANCE

1. Security Monitoring

- a. CCTV cameras are in operation throughout the depot, including in the car park and delivery areas, to ensure the safety of customers and staff.

2. Bag Checks

- a. Bags and belongings of customers, employees and visitors may be subject to checks by security personnel at the depot entrance and exit points.

3. Liability for Personal Items

- a. Holland Bazaar Ltd is not responsible for any loss, theft, or damage to personal belongings brought into the depot or left in the car park.

J) ENVIRONMENTAL RESPONSIBILITY

1. Sustainability Practices

- a. Customers are encouraged to use reusable bags and minimise waste wherever possible.
- b. Recycling bins are available, and customers are encouraged to follow depot recycling practices.

K) CUSTOMER COMPLAINTS AND FEEDBACK

1. Reporting Issues

- a. Customers can report any concerns, complaints, or feedback to depot staff or management. Complaints may also be submitted via the Company’s website or customer service channels.

2. Resolution of Complaints

- a. Holland Bazaar Ltd will take all complaints seriously and endeavour to resolve issues as quickly as possible.

L) COMPLIANCE AND DISCIPLINARY ACTIONS

1. Compliance with Rules

- a. All customers, employees, contractors, and visitors must comply with these Depot Rules. Failure to comply may result in removal from the premises and potential legal action where applicable.

2. Disciplinary Actions

- a. Any violations, including theft, vandalism, or disrespectful conduct, may result in legal action and permanent exclusion from all Holland Bazaar Ltd depots.



Personal Hygiene Policy

A) INTRODUCTION

As a Company operating within the food industry, Holland Bazaar Ltd. has a legal obligation to adhere to strict hygiene standards. Maintaining personal hygiene is critical to ensuring the safety and quality of the food we handle, preventing the spread of harmful bacteria that can lead to foodborne illnesses. Non-compliance with food hygiene regulations can result in severe legal consequences, including substantial fines or imprisonment.

This policy outlines the personal hygiene standards expected of all employees, with a focus on minimising the risk of contamination in our work environment.

B) IMPORTANCE OF PERSONAL HYGIENE

The human body naturally harbours bacteria in various areas, including the mouth, nose, skin, and digestive tract. When working with food, there is a significant risk of transferring these bacteria onto the products we handle. If food is exposed to ideal conditions—such as warmth, moisture, and time—bacteria can multiply rapidly, potentially causing food contamination. To mitigate this risk, all employees must uphold the highest standards of personal hygiene at all times, recognising that even a minor breach of hygiene protocols can lead to serious health risks and legal liabilities.

C) GENERAL HYGIENE REQUIREMENTS

1. Hand Hygiene

- a. Employees must wash their hands thoroughly with soap and water before handling food, after using the restroom, and after any activity that could cause contamination (e.g., touching face, coughing, handling waste).
- b. Use hand sanitisers as an additional precaution where appropriate, but not as a substitute for handwashing.

2. Preventing Contamination

- a. Avoid coughing or sneezing near food. In the event of a cough or sneeze, immediately wash your hands before resuming work.
- b. Do not eat, drink, or smoke in food handling areas or in front of customers. Consumption of food or beverages should only take place in designated break areas, such as the canteen.

3. Personal Appearance and Cleanliness

- a. Hair must be kept clean and tied back or covered with a hairnet to prevent it from falling into food products.
- b. Bathe or shower daily to maintain a high level of cleanliness.
- c. Use deodorant or antiperspirant to control body odour, particularly in warm working conditions or during physical exertion.
- d. Keep nails clean and trimmed. Avoid wearing nail polish or artificial nails, as they can harbour bacteria and contaminate food.

4. Appropriate Work Attire

Employees must wear clean and designated uniforms at all times when working in food handling

areas. Uniforms help minimise the risk of contamination and distinguish food handlers from non-food handlers.

All employees should change into their uniforms at the start of their shift and ensure the uniform is laundered regularly.

If personal protective equipment (PPE) is required, ensure these are worn correctly and replaced as needed to maintain cleanliness.

D) COMPLIANCE AND CONSEQUENCES

1. Legal Compliance

Failure to comply with food hygiene laws can have serious consequences. Any violation may result in legal actions such as fines, closure of the business, or, in extreme cases, imprisonment for up to six months. Every employee is responsible for maintaining personal hygiene to ensure compliance with all relevant regulations.

2. Enforcement

Management will conduct regular inspections to ensure hygiene standards are being maintained. Employees found in breach of these standards may face disciplinary action, including warnings, suspension, or termination, depending on the severity of the breach.



Sales - Loading & Invoice Verification Policy

1. PURPOSE

The purpose of this policy is to ensure that all pallet loading is carried out accurately, transparently, and with full accountability by verifying invoices prior to loading and preventing errors, shortages, or disputes.

2. SCOPE

This policy applies to:

- a. All Sales orders
- b. All warehouse staff involved in picking and loading
- c. All managers and supervisors overseeing loading operations

3. ROLES AND RESPONSIBILITIES

3.1 Dedicated Invoice Checker

- a. Verify the invoice against the physical pallets
- b. Check product, quantities, and customer details
- c. Identify and resolve discrepancies before loading

3.2 Manager or Supervisor

- a. A Manager or Supervisor must:
- b. Oversee the loading process
- c. Review the checked invoice
- d. Confirm that all discrepancies (if any) have been resolved
- e. **Sign the invoice before loading begins**

4. LOADING & INVOICE VERIFICATION PROCEDURE

Step 1: Invoice Preparation

- a. Two copies of the invoice must be printed:
 1. **Original invoice** – travels with the delivery
 2. **Duplicate invoice** – retained on site for records

Step 2: Pallet & Invoice Check

- a. Match all pallets to the invoice line by line
- b. Confirm:
 - 1. Correct products
 - 2. Correct quantities
 - 3. Correct customer and delivery details
- c. Any discrepancies must be reported immediately.

Step 3: Discrepancy Resolution

- a. Loading **must not proceed until**:
 - 1. All discrepancies are corrected, or
 - 2. The invoice is amended and reissued where required

Step 4: Manager / Supervisor Sign-Off

Once verified:

- 1. **The Manager or Supervisor signs both invoice copies**
- 2. Signature confirms:
 - a. Invoice accuracy
 - b. Pallets match the invoice
 - c. Approval to load

Step 5: Loading

- a. Loading can only commence after signed approval
- b. The signed original invoice accompanies the delivery
- c. The signed duplicate invoice is filed on-site.

5. RECORD KEEPING

- a. Signed duplicate invoices must be:
 - 1. Filed by **date and route/customer**
 - 2. Retained in a **designated loading verification file**
 - 3. Available for audit, investigation, or customer queries

6. NON-COMPLIANCE

- a. Failure to follow this policy may result in:
 - 1. Delivery errors
 - 2. Customer disputes
 - 3. Disciplinary action in line with company procedures

Holland Bazaar Ltd

Modern Slavery and Human Trafficking Statement

A) INTRODUCTION

Holland Bazaar Ltd ("we", "our", or "us") is committed to conducting its business ethically, with integrity, and in full compliance with the Modern Slavery Act 2015. We are dedicated to ensuring that modern slavery and human trafficking do not occur in any part of our business or supply chains. This statement outlines the steps we are taking to prevent slavery and human trafficking within our organisation and those with whom we do business.

B) OUR BUSINESS AND ORGANISATIONAL STRUCTURE

Holland Bazaar Ltd is a UK-based food wholesale business, providing a wide range of food products to both membership-based and non-membership-based customers. We operate within a diverse supply chain that includes suppliers from the UK and international markets. We understand that food production, packaging, and distribution are sectors where the risks of modern slavery can arise, and we are committed to ensuring that our suppliers adhere to the highest ethical standards.

C) OUR SUPPLY CHAINS

Our supply chains include suppliers of:

- Fresh and frozen food products
- Dry goods and groceries
- Packaging and logistics services
- Cleaning and maintenance services

We recognise that the food and agriculture sectors can present risks for labour exploitation, particularly where products are sourced from regions with high risks of forced labour, human trafficking, and exploitation. As a result, we work diligently to assess and mitigate these risks in our supply chains.

D) POLICIES TO PREVENT MODERN SLAVERY

Holland Bazaar Ltd has implemented the following policies to address the risks of modern slavery and human trafficking in our business and supply chains:

1. Code of Conduct

We have developed a Code of Conduct that outlines our expectations for ethical business practices, including zero tolerance for modern slavery, forced labour, and human trafficking. This Code of Conduct applies to all employees, suppliers, contractors, and business partners, who must adhere to its principles.

2. Supplier Code of Conduct

We require our suppliers to comply with our Supplier Code of Conduct, which includes provisions prohibiting forced labour, child labour, and human trafficking. Suppliers must ensure that workers are treated with dignity and respect, and they must provide safe working conditions, fair wages, and working hours in line with local laws and international standards.

3. Whistleblowing Policy

Our Whistleblowing Policy encourages employees, suppliers, and other stakeholders to report any concerns regarding modern slavery, human trafficking, or unethical practices in our operations or supply chains. We ensure that all reports are taken seriously, investigated thoroughly, and handled confidentially.

4. Anti-Slavery and Human Trafficking Policy

We maintain an Anti-Slavery and Human Trafficking Policy that outlines our commitment to combat modern slavery and human trafficking. This policy is regularly reviewed and updated to ensure ongoing compliance with legislation and best practices.

E) DUE DILIGENCE PROCESS

We are committed to conducting due diligence on our supply chains to identify and mitigate the risks of modern slavery and human trafficking. Our due diligence process includes:

- **Supplier Risk Assessments:** We evaluate potential and existing suppliers based on their geographical location, industry, and labour practices. High-risk suppliers are subject to enhanced scrutiny and may be required to provide additional information or undergo audits.
- **Supplier Audits:** We conduct audits of high-risk suppliers to assess their compliance with our Anti-Slavery and Human Trafficking Policy and Supplier Code of Conduct. Audits may include site visits, interviews with workers, and reviews of employment practices.
- **Contractual Obligations:** All suppliers are required to sign contracts that include clauses prohibiting forced labour, human trafficking, and child labour. Failure to comply with these obligations may result in the termination of business relationships.
- **Ongoing Monitoring:** We monitor our supply chains on an ongoing basis to ensure continued compliance with our ethical standards. Suppliers are expected to provide evidence of their compliance with anti-slavery regulations as part of this process.

F) RISK ASSESSMENT AND MANAGEMENT

We recognise that certain areas of our supply chain may be more vulnerable to modern slavery risks. Therefore, we have implemented a risk-based approach to identify and assess potential risks in our operations and supply chains. This includes:

- **Mapping Supply Chains:** We map our supply chains to identify suppliers operating in high-risk regions or industries, such as agriculture, where forced labour or exploitation is more likely to occur.
- **Sector-Specific Risk Management:** We acknowledge that certain sectors within the food industry, particularly in agriculture and food production, can be more susceptible to exploitative practices. As part of our risk management efforts, we prioritise these sectors for additional due diligence and monitoring.
- **Collaboration with Suppliers:** We work closely with our suppliers to help them understand the risks of modern slavery and human trafficking. Where necessary, we provide guidance and support to help them comply with our ethical standards.

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PENINSULA

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