

S and S Consulting Services (UK) Limited

Employee Handbook

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DISCIPLINARY PROCEDURE

1. POLICY STATEMENT

- 1.1 The aims of this Disciplinary Procedure (and its associated Disciplinary Rules) are to set out the standards of conduct expected of all staff and to provide a framework within which managers can work with employees to maintain satisfactory standards of conduct and to encourage improvement where necessary.
- 1.2 It is our policy to ensure that any disciplinary matter is dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond before taking any formal action.
- 1.3 This procedure does not form part of any employee's contract of employment and it may be amended at any time. We may also vary this procedure, including any time limits, as appropriate in any case.

2. WHO IS COVERED BY THE PROCEDURE?

The procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.

3. WHAT IS COVERED BY THE PROCEDURE?

- 3.1 This procedure is used to deal with misconduct. It does not apply to cases involving genuine sickness absence, proposed redundancies or poor performance.
- 3.2 Minor conduct issues can often be resolved informally between you and your line manager. These discussions should be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future disciplinary hearings. In some cases an informal verbal warning may be given, which will not form part of your disciplinary records. Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).
- 3.3 You will not normally be dismissed for a first act of misconduct, unless we decide it amounts to gross misconduct or you have not yet completed your probationary period.
- 3.4 If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with a Director as soon as possible.

4. CONFIDENTIALITY

- 4.1 Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.

4.2 You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.

4.3 You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless we believe that a witness's identity should remain confidential.

5. INVESTIGATIONS

5.1 The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.

5.2 Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.

5.3 You do not normally have the right to bring a companion to an investigative interview. However, we may allow you to bring a companion if it helps you to overcome any disability, or any difficulty in understanding English.

5.4 You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

6. CRIMINAL CHARGES

6.1 Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.

6.2 We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.

6.3 A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

7. SUSPENSION

7.1 In some circumstances we may need to suspend you from work. The suspension will be for no longer than is necessary to investigate the allegations and we will confirm the arrangements to you in writing. While suspended you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless you have been authorised to do so by a Director.

7.2 Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations. You will continue to receive your full basic salary during suspension and this will be calculated as set out in your contract.

8. NOTIFICATION OF A HEARING

8.1 Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if we decide after the hearing that the allegations are true. We will also include the following where appropriate:

- (a) a summary of relevant information gathered during the investigation;
- (b) a copy of any relevant documents which will be used at the disciplinary hearing; and
- (c) a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.

8.2 We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time to prepare your case based on the information we have given you.

9. THE RIGHT TO BE ACCOMPANIED

9.1 You may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell a Director who your chosen companion is, in good time before the hearing.

9.2 A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.

9.3 If your choice of companion is unreasonable we may ask you to choose someone else, for example:

- (a) if in our opinion your companion may have a conflict of interest or may prejudice the meeting; or
- (b) if your companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards.

9.4 We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) if this will help overcome a disability, or if you have difficulty understanding English.

10. PROCEDURE AT DISCIPLINARY HEARINGS

- 10.1 If you or your companion cannot attend the hearing you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence.
- 10.2 The hearing will be chaired by a member of staff of appropriate seniority (as determined by the Company). You may bring a companion with you to the disciplinary hearing (see paragraph 9).
- 10.3 At the disciplinary hearing we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your companion may make representations to us and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.
- 10.4 You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness. However, you will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, we decide that a fair hearing could not be held otherwise.
- 10.5 We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 10.6 We will inform you in writing of our decision and our reasons for it, usually within [one week] of the disciplinary hearing. Where possible we will also explain this information to you in person.

11. DISCIPLINARY PENALTIES

- 11.1 The usual penalties for misconduct are set out below. No penalty should be imposed without a hearing. We aim to treat all employees fairly and consistently, and a penalty imposed on another employee for similar misconduct will usually be taken into account but should not be treated as a precedent. Each case will be assessed on its own merits.
- 11.2 **Stage 1 - First written warning.** A first written warning may be authorised by your immediate line manager. It will usually be appropriate for a first act of misconduct where there are no other active written warnings on your disciplinary record.
- 11.3 **Stage 2 - Final written warning.** A final written warning may be authorised by your immediate line manager. It will usually be appropriate for:

- (a) misconduct where there is already an active written warning on your record; or
- (b) misconduct that we consider sufficiently serious to warrant a final written warning even though there are no other active warnings on your record.

11.4 **Stage 3 - Dismissal.** Dismissal may be authorised by a Director. It will usually only be appropriate for:

- (a) any misconduct during your probationary period;
- (b) further misconduct where there is an active final written warning on your record; or
- (c) any gross misconduct regardless of whether there are active warnings on your record. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal). Examples of gross misconduct are set out in our Disciplinary Rules.

11.5 **Alternatives to dismissal.** In some cases we may at our discretion consider alternatives to dismissal. These may be authorised by a Director and will usually be accompanied by a final written warning. Examples include:

- (a) Demotion.
- (b) Transfer to another department or job.
- (c) A period of suspension without pay.
- (d) Loss of seniority.
- (e) Reduction in pay.
- (f) Loss of future pay increment or bonus.
- (g) Loss of overtime.

12. THE EFFECT OF A WARNING

12.1 Written warnings will set out the nature of the misconduct, the change in behaviour required, the period for which the warning will remain active, and the likely consequences of further misconduct in that active period.

12.2 A first written warning will usually remain active for six months and a final written warning will usually remain active for 12 months.

12.3 After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future disciplinary proceedings.

13. APPEALS AGAINST DISCIPLINARY ACTION

13.1 If you feel that disciplinary action taken against you is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to a Director within one week of the date on which you were informed of the decision.

- 13.2 If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful you will be reinstated with no loss of continuity or pay.
- 13.3 If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing.
- 13.4 We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice.
- 13.5 The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.
- 13.6 Where possible, the appeal hearing will be conducted impartially by a Director who has not been previously involved in the case. You may bring a companion with you to the appeal hearing (see paragraph 9).
- 13.7 We may adjourn the appeal hearing if we need to carry out any further investigations in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 13.8 Following the appeal hearing we may:
- (a) confirm the original decision;
 - (b) revoke the original decision; or
 - (c) substitute a different penalty.
- 13.9 We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.

DISCIPLINARY RULES

1. POLICY STATEMENT

- 1.1 These Disciplinary Rules should be read in conjunction with our Disciplinary Procedure. The aim of the Disciplinary Rules and Disciplinary Procedure is to set out the standards of conduct expected of all staff and to provide a framework within which managers can work with staff to maintain those standards and encourage improvement where necessary. These Rules do not form part of your contract of employment.
- 1.2 It is our policy to ensure that any disciplinary matter is dealt with fairly and in accordance with the Disciplinary Procedure.
- 1.3 If you are in any doubt as to your responsibilities or the standards of conduct expected you should speak to your line manager.

2. RULES OF CONDUCT

- 2.1 While working for us you should at all times maintain professional and responsible standards of conduct. In particular you should:
- (a) observe the terms and conditions of your contract, particularly with regard to:
 - (i) hours of work;
 - (ii) confidentiality;
 - (b) observe all our policies, procedures and regulations which are notified to you from time to time by means of notice boards, e-mail, the intranet or otherwise;
 - (c) take reasonable care in respect of the health and safety of colleagues and third parties;
 - (d) comply with all reasonable instructions given by managers; and
 - (e) act at all times in good faith and in the best interests of our business, customers and staff.
- 2.2 Failure to maintain satisfactory standards of conduct may result in action being taken under our Disciplinary Procedure.

3. MISCONDUCT

The following are examples of matters that will normally be regarded as misconduct and will be dealt with under our Disciplinary Procedure:

- (a) Minor breaches of our policies;
- (b) Minor breaches of your contract;
- (c) Damage to, or unauthorised use of, our property;
- (d) Poor timekeeping;
- (e) Time wasting;

- (f) Unauthorised absence from work;
- (g) Refusal to follow instructions;
- (h) Excessive use of our telephones for personal calls;
- (i) Excessive personal e-mail or internet usage;
- (j) Obscene language or other offensive behaviour;
- (k) Negligence in the performance of your duties; or
- (l) Smoking in no-smoking areas.

This list is intended as a guide and is not exhaustive.

4. GROSS MISCONDUCT

4.1 Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably damage the working relationship and trust between us. Gross misconduct will be dealt with under our Disciplinary Procedure and will normally lead to dismissal without notice or pay in lieu of notice (summary dismissal).

4.2 The following are examples of matters that are normally regarded as gross misconduct:

- (a) Theft or fraud; including (but not limited to) unauthorised removal of our property or the property of a colleague, contractor, customer or member of the public, fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets;
- (b) Physical violence or bullying; including (but not limited to) actual or threatened violence, or behaviour which provokes violence;
- (c) Deliberate and serious damage to property; including (but not limited to) deliberate damage to our buildings, fittings, property or equipment, or the property of a colleague, contractor, customer or member of the public;
- (d) Serious misuse of our property or name;
- (e) Deliberately accessing internet sites containing pornographic, offensive or obscene material;
- (f) Serious insubordination; including (but not limited to) repeated or serious failure to obey instructions, or any other serious act of insubordination;
- (g) Unlawful discrimination or harassment;
- (h) Bringing the organisation into serious disrepute;
- (i) Serious incapability at work brought on by alcohol or illegal drugs; including (but not limited to) being under the influence of alcohol, illegal drugs or other substances during working hours;
- (j) Causing loss, damage or injury through serious negligence;
- (k) Serious breach of health and safety rules; including (but not limited to) serious or repeated breach of health and safety rules or serious misuse of safety equipment;

- (l) Serious breach of confidence; including (but not limited to) unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;
 - (m) Accepting or offering a bribe or other secret payment;
 - (n) Rude, offensive or threatening behaviour towards us, our clients or their employees;
 - (o) Conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our staff, customers or the public, or otherwise affects your suitability to continue to work for us;
 - (p) Failure to comply with the requirements to notify us of your availability for work during periods when you are not on assignment;
 - (q) Failure to notify us promptly of any period in which you anticipate not being on assignment;
 - (r) Failure to submit timesheets in respect of work done by you;
 - (s) Possession, use, supply or attempted supply of illegal drugs;
 - (t) Serious neglect of duties, or a serious or deliberate breach of your contract or operating procedures;
 - (u) Knowing breach of statutory rules affecting your work;
 - (v) Unauthorised use, processing or disclosure of personal data contrary to our Data Protection Policy;
- [Harassment of, or discrimination against, employees, contractors, clients or members of the public, related to gender, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, disability, religion or belief or age;
- (w) Refusal to disclose any of the information required by your employment or any other information that may have a bearing on the performance of your duties;
 - (x) Giving false information as to qualifications or entitlement to work (including immigration status) in order to gain employment or other benefits;
 - (y) Knowingly taking parental, paternity or adoption leave when not eligible to do so or for a purpose other than supporting a child;
 - (z) Making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;
 - (aa) Making untrue allegations in bad faith against a colleague;
 - (bb) Victimising a colleague who has raised concerns, made a complaint or given evidence or information under our Grievance Procedure, Disciplinary Procedure or otherwise;
 - (cc) Serious misuse of our information technology systems (including misuse of developed or licensed software, use of unauthorised software and misuse of e-mail and the internet)
 - (dd) Undertaking unauthorised paid or unpaid employment during your working hours;

(ee) Unauthorised entry into an area of the premises to which access is prohibited.

This list is intended as a guide and is not exhaustive.

GRIEVANCE PROCEDURE

1. ABOUT THIS PROCEDURE

- 1.1 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.
- 1.2 This procedure does not form part of any employee's contract of employment. It may be amended at any time and we may depart from it depending on the circumstances of any case.
- 1.3 Most grievances can be resolved quickly and informally through discussion with your line manager. If this does not resolve the problem you should initiate the formal procedure below reasonably promptly.

2. STEP 1: WRITTEN GRIEVANCE

- 2.1 You should put your grievance in writing and submit it to your line manager. If your grievance concerns your line manager you may submit it to a Director.
- 2.2 The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.

3. STEP 2: MEETING

- 3.1 We will arrange a grievance meeting, normally within one week of receiving your written grievance. You should make every effort to attend.
- 3.2 You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.
- 3.3 If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.
- 3.4 We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.
- 3.5 We will write to you, usually within one week of the last grievance meeting, to confirm our decision and notify of you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.

4. STEP 3: APPEALS

- 4.1 If the grievance has not been resolved to your satisfaction you may appeal in writing to a Director, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.

- 4.2 We will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a Director who has not previously been involved in the case. You will have a right to bring a companion (see paragraph 3.2).
- 4.3 We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

GDPR PRIVACY NOTICE FOR EMPLOYEES, WORKERS AND SUBCONTRACTORS (UK)

WHAT IS THE PURPOSE OF THIS DOCUMENT?

S & S Consulting Services (UK) Ltd is committed to protecting the privacy and security of your personal information.

This privacy notice describes how we collect and use personal information about you during and after you have provided services to us, in accordance with the General Data Protection Regulation (GDPR).

It applies to all employees, workers and subcontractors.

S & S Consulting Services (UK) Ltd is a “data controller”. This means that we are responsible for deciding how we hold and use personal information about you. We are required under data protection legislation to notify you of the information contained in this privacy notice.

This notice applies to current and former employees, workers and subcontractors. This notice does not form part of any contract of employment or other contract to provide services. We may update this notice at any time. For the avoidance of doubt, we are required by law to issue this notice to all individuals for which we hold personal data and the issuing of this notice does not alter the terms of any contracts we have agreed with you and does not alter the status under which we have contracted with you. **For the avoidance of doubt the GDPR applies to all individuals regardless of their status and this privacy notice does not confer any employment or worker rights onto you, any rights and obligations that you may or may not have are derived from the contract you agreed with us and this notice does not form part of that contract.**

It is important that you read this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information.

DATA PROTECTION PRINCIPLES

We will comply with data protection law. This says that the personal information we hold about you must be:

1. Used lawfully, fairly and in a transparent way.
2. Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
3. Relevant to the purposes we have told you about and limited only to those purposes.
4. Accurate and kept up to date.
5. Kept only as long as necessary for the purposes we have told you about.
6. Kept securely.

THE KIND OF INFORMATION WE HOLD ABOUT YOU*

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

There are “special categories” of more sensitive personal data which require a higher level of protection.

We may collect, store, and use the following categories of personal information about you:

- Personal contact details such as name, title, addresses, telephone numbers, and personal email addresses.
- Date of birth.
- Gender.
- National Insurance number.
- Bank account details, payroll records and tax status information.
- Salary, annual leave and pension information for employees only.
- Start date.
- Location of workplace.
- Recruitment information for employees only (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process).
- Employment records for employees only (including job titles, work history, working hours, training records and professional memberships).
- Disciplinary and grievance information for employees only.
- Information about your use of our information and communications systems.
- Photographs.

We may also collect, store and use the following “special categories” of more sensitive personal information for employees only:

- Information about your health, including any medical condition, health and sickness records.

***It should be noted that the above list are examples of information we may have concerning you and it does not mean that we do hold this information on you. For example, if you are engaged under a contract for services by us we will not hold employment records or disciplinary and grievance information about you.**

HOW IS YOUR PERSONAL INFORMATION COLLECTED?

We typically collect personal information about employees, workers and Sub-contractors through the application, recruitment or engagement process, either directly from individuals or sometimes from our client or background check provider. We may sometimes collect additional information from third parties including former employers, credit reference agencies or other background check agencies.

We will collect additional personal information in the course of the services you provide to us throughout the period of you provide services to us.

If, under the contract you have agreed with us you have the right to send a substitute or engage hired assistants, we may need to collect some personal information relating to the substitute/assistants you choose to send for health and safety purposes and to ensure the substitute/assistants has the necessary skills and expertise to provide the services. Where this is the case we will notify you at the time.

HOW WE WILL USE INFORMATION ABOUT YOU

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

1. Where we need to perform the contract we have entered into with you.
2. Where we need to comply with a legal obligation.
3. Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.

We may also use your personal information in the following situations, which are likely to be rare:

1. Where we need to protect your interests (or someone else's interests).
2. Where it is needed in the public interest or for official purposes.

Situations in which we will use your personal information*

We need all the categories of information in the list above primarily to allow us to:

- perform our contract with you; and
- to enable us to comply with legal obligations.
- In some cases we may use your personal information to pursue legitimate interests of our own or those of third parties, provided your interests and fundamental rights do not override those interests. The situations in which we will process your personal information are listed below.

We have indicated below the purpose or purposes for which we are processing or will process your personal information, as well as indicating which categories of data are involved.

- Determining the terms on which you work for us.
- Checking you are legally entitled to work in the UK.
- Paying you and, if you are an employee, deducting tax and National Insurance contributions.
- Liaising with your pension provider (if applicable)
- Administering the contract we have entered into with you.
- Making decisions about your continued employment or engagement.
- Making arrangements for the termination of our contract with you.
- Dealing with legal disputes involving you, or other employees, workers and subcontractor including accidents at work.
- Ascertaining your fitness to work.
- Managing sickness absence
- Complying with health and safety obligations.
- To prevent fraud.

- To monitor your use of our information and communication systems to ensure compliance with our IT policies.
- To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.
- To conduct data analytics studies to review and better understand employee retention and attrition rates.
- Equal opportunities monitoring.

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

***It should be noted that the reasons listed above may not apply to all those we engage with. For example; if you are engaged under a contract for services then we will not be using your personal information for disciplinary or grievance matters.**

If you fail to provide personal information

If you fail to provide certain information when requested, we may not be able to perform the contract we have entered into with you (such as paying you or providing a benefit), or we may be prevented from complying with our legal obligations (such as to ensure the health and safety of our workers).

Change of purpose

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

HOW WE USE PARTICULARLY SENSITIVE PERSONAL INFORMATION

“Special categories” of particularly sensitive personal information require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal information. We may process special categories of personal information in the following circumstances:

1. In limited circumstances, with your explicit written consent.
2. Where we need to carry out our legal obligations and in line with our [data protection policy](#).
3. If it is needed in the public interest, such as for equal opportunities monitoring or in relation to our occupational pension scheme, and in line with our data protection policy.
4. Where it is needed to assess your working capacity on health grounds, subject to appropriate confidentiality safeguards.

Less commonly, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else’s interests) and you are not capable of giving your consent, or where you have already made the information public. We may also process such information about members or former members in the course of legitimate business activities with the appropriate safeguards.

Our obligations as an engager

For **employees** we may use your particularly sensitive personal information in the following ways:

- We may use information relating to leaves of absence, which may include sickness absence or family related leaves, to comply with employment and other laws.
- We may use information about your physical or mental health, or disability status, to ensure your health and safety in the workplace and to assess your fitness to work, to provide appropriate workplace adjustments, to monitor and manage sickness absence and to administer benefits.

Do we need your consent?

We do not need your consent if we use special categories of your personal information in accordance with our written policy to carry out our legal obligations or exercise specific rights. In limited circumstances, we may approach you for your written consent to allow us to process certain particularly sensitive data. If we do so, we will provide you with full details of the information that we would like and the reason we need it, so that you can carefully consider whether you wish to consent. You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

INFORMATION ABOUT CRIMINAL CONVICTIONS

We may only use information relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with our data protection policy.

Less commonly, we may use information relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

We may also process such information about members or former members in the course of legitimate business activities with the appropriate safeguards.

We do not envisage that we will hold information about criminal convictions.

AUTOMATED DECISION-MAKING

Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention. We are allowed to use automated decision-making in the following circumstances:

1. Where we have notified you of the decision and given you 21 days to request a reconsideration.
2. Where it is necessary to perform the contract with you and appropriate measures are in place to safeguard your rights.
3. In limited circumstances, with your explicit written consent and where appropriate measures are in place to safeguard your rights.

If we make an automated decision on the basis of any particularly sensitive personal information, we must have either your explicit written consent or it must be justified in the public interest, and we must also put in place appropriate measures to safeguard your rights.

You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making, unless we have a lawful basis for doing so and we have notified you.

We do not envisage that any decisions will be taken about you using automated means, however we will notify you in writing if this position changes.

DATA SHARING

We may have to share your data with third parties, including third-party service providers and other entities.

We require third parties to respect the security of your data and to treat it in accordance with the law.

We may transfer your personal information outside the EU.

If we do, you can expect a similar degree of protection in respect of your personal information.

Why might you share my personal information with third parties?

We may share your personal information with third parties where required by law, where it is necessary to administer the working relationship with you or where we have another legitimate interest in doing so.

Which third-party service providers process my personal information?

”Third parties” includes third-party service providers (including contractors and designated agents). The following third-party service providers or categories of third party service providers **MAY** process personal information about you for the following purposes:

- Dyer & Co, Onega House, 112 Main Road, Sidcup, Kent, DA14 6NE.
- Sheffield Business Systems, 18 Paradise Square, Sheffield, South Yorkshire S1 2DE – IT Services.
- Legal Advisers.
- Recruitment Agencies.
- Banking Providers.

How secure is my information with third-party service providers and other entities in our group?

All our third-party service providers and other entities are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

What about other third parties?

We may share your personal information with other third parties, for example in the context of the possible sale or restructuring of the business. We may also need to share your personal information with a regulator or to otherwise comply with the law.

DATA SECURITY

We have put in place measures to protect the security of your information. Details of these measures are available upon request.

Third parties will only process your personal information on our instructions and where they have agreed to treat the information confidentially and to keep it secure.

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality. Details of these measures may be obtained from Sarah Hill (Data Protection Manager).

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

DATA RETENTION

How long will you use my information for?

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Details of retention periods for different aspects of your personal information are available in our retention policy which is available from Sarah Hill. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you. Once you are no longer an employee, worker or subcontractor of the company we will retain and securely destroy your personal information in accordance with applicable laws and regulations.

RIGHTS OF ACCESS, CORRECTION, ERASURE, AND RESTRICTION

Your duty to inform us of changes

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during the period you provide services to us.

Your rights in connection with personal information

Under certain circumstances, by law you have the right to:

- **Request access** to your personal information (commonly known as a “data subject access request”). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- **Request correction** of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- **Request erasure** of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
- **Object to processing** of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.
- **Request the restriction of processing** of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- **Request the transfer** of your personal information to another party.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact Sarah Hill in writing.

No fee usually required

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

RIGHT TO WITHDRAW CONSENT

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact Sarah Hill. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

DATA PROTECTION MANAGER

We have appointed a data privacy manager to oversee compliance with this privacy notice. If you have any questions about this privacy notice or how we handle your personal information, please contact the data privacy manager. You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues.

CHANGES TO THIS PRIVACY NOTICE

We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

If you have any questions about this privacy notice, please contact Sarah Hill, Data Protection Manager.

EXPENSES POLICY

All payments of expenses are at the sole discretion of S & S Consulting Services (UK) Ltd. Expenses must be claimed using the company's expense claim form or online expense claim portal. Claims will be subject to checking and authorisation, and you may be required to reimburse claims which cannot be verified. S & S Consulting Services (UK) Ltd will not reimburse any claims on the basis that you are not subject to supervision, direction or control (i.e. you are assumed to be subject to the supervision, direction or control over the manner in which you undertake your work).

- **IMPORTANT: Temporary workplace**

All travelling and subsistence costs must be incurred on travel to or from a temporary workplace. A temporary workplace is somewhere you go to perform a task of limited duration or for a temporary purpose. If you are likely to spend more than 40% of your working time at a site and you will be at the site for more than 24 months, it cannot be a temporary workplace. Also, if this is the only site you are likely to be working at for this end client during this engagement (e.g. you are not moving between sites and you are not likely to move to another site for the same end client when this one finishes), you cannot claim. If you are in doubt about whether your site is a temporary workplace, contact us.

- **Section 1: We can pay the expenses in this section free of tax and NIC**
- **Travel costs to and from a temporary workplace (see above definition)**
- **Mileage**

You can claim for using your own vehicle at the HMRC approved rates, which are currently:

Vehicle	First 10,000 business miles	Over 10,000 business miles	Passenger rate
Car or van (any cc)	45p per mile	25p per mile	5p per mile
Motorcycle	24p per mile	24p per mile	-
Bicycle	20p per mile	20p per mile	-

Incidental Overnight Expenses

Where you are required to stay away on work you can claim an overnight flat rate allowance of £5 (£10 if overseas) for incidental expenses. Receipts are not required.

- **Eyesight tests and glasses**

Where you are required to use a visual display unit (VDU) as part of your normal duties, we will reimburse the costs of an eyesight test. A receipt is required from your optician.

- **Work-related training costs**

We will reimburse the costs of work-related training and any related costs.

Work-related training is any training course or other activity which is designed to impart, instil, improve or reinforce any knowledge, skills, or personal qualities which are useful to you in your job. This can include self-tuition packages, computer based training and distance learning courses.

Receipts are required for these costs.

- **Use of your home**

Where you are required to work regularly at home you may claim an unreceipted allowance of up to £4 per week free of tax.

- **Other expenses**

If you wish to claim an expense that is not listed above, please enquire directly before making and claim and we will advise you if you are allowed to claim.

- **Section 2: We can pay the expenses in this section but we must deduct tax and NIC**

The expenses below must be paid out by us under deduction of PAYE; however we will collate, check and retain the information you send us and this will help you to make a claim for your tax relief at the end of the year.

Receipts or other evidence is required for all the claims in this section of the policy unless otherwise stated. We can only accept original or scanned receipts. We do not accept bank statements or credit card receipts as sufficient evidence. Please note that all receipts will be validated as genuine receipts.

Travel costs to and from a temporary workplace (see the definition on page one)

Public transport

You can claim the costs of bus, train and other public transport fares (including taxis) for travel to and from a temporary workplace.

Parking and tolls

You can claim the costs of parking, tolls and congestion charges (but not fines).

Subsistence

You can claim the actual costs of subsistence you incur when attending a temporary workplace. You cannot claim for a packed lunch or pre-prepared food, you must incur the cost on your business journey i.e. only pre-packaged food purchased on the day the expense claim relates to, after the qualifying journey has commenced.

Accommodation

You can claim where you are required to work away from home at a temporary workplace and you incur hotel or accommodation costs.

Work related tools and clothing

You can claim for smaller items of tools and equipment, and for specialist, safety or protective clothing, or items of identifiable uniform that you have to buy for your work. You cannot claim for everyday clothing.

You can also claim a reasonable unreceipted amount for laundering this clothing (maximum £1.15 per week) or a higher amount if you provide receipts as evidence.

Business calls

You can claim the costs of identifiable business calls. You must provide an itemised bill and circle all calls made in connection with your work.

Where a separate telephone line is used exclusively for business purposes, then the full cost of this may be claimed (including rental/standing charges) – a copy of the bill will be required.

Professional subscriptions

You can claim for the cost of professional subscriptions, providing they are relevant to your work and they appear on HMRC's approved list (check with us if in doubt).

Stationery and books

Where these are used wholly, necessarily and exclusively in the performance of your duties then they can be claimed.

Other expenses

If you wish to claim an expense that is not listed above, please enquire directly before making and claim and we will advise you if you are allowed to claim.

You will only get tax relief where travel expenses are necessarily incurred on travelling in the performance of your duties of employment.

You **cannot** claim travel between your home and a place that is not your workplace.

You **cannot** claim travel between two places, neither of which is a workplace.

There is no tax relief for a private journey.

You **may only claim your travel expenses** where:

- You are at a site for less than 24 months.
- During your time spent at that site you expect that you will go on to work at another site through the same employer after finishing at the current site.
 - You do not expect your current assignment to be your only or last assignment with S & S Consulting Services (UK) Ltd.

You **may not** claim your travel expenses:

- Where you are working your notice period or it is reasonable to assume that you are going to terminate your employment at the completion of work on site.
- From the date you are told or you know that the last day on one site has been extended, and consequently, the total time you spend on that site will be more than 24 months.
- Where you go on to work at another site which is located within the vicinity of your previous site and there is no significant change in the costs of travel between home to site 1 and home to site 2; and the total time spent on the two sites is more than 24 months.

Please see above for which expenses can be paid free of tax and NIC and which expenses can be made but subject to tax and NIC.

EXPENSE CLAIM PROCESS

You must ensure that all receipts relating to the expenses accompany the completed expense claim otherwise we cannot process your expenses. Any expense claim must be in relation to a period during which you were on assignment. No expenses for any future period can be claimed.

Any false expense claim will be treated as a disciplinary offence and appropriate action will be taken in accordance with our disciplinary procedure.

If you are, at any time, unsure of what you can and cannot claim you must notify S & S Consultancy Services (UK) Ltd immediately