



*Vigilant Security Service UK Ltd.*

# ***STAFF HANDBOOK***

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## INTRODUCTION

We would like to extend a warm welcome to both our valued existing staff and to those persons joining Vigilant Security Services (UK) Ltd. We hope this staff handbook will be of benefit to you all, and we would ask that you make some time to read the contents.

The purpose of this handbook is to assist you in understanding the terms and conditions of your employment. Some parts of this handbook contain formal statements which may appear rigid, but employment law requires that these detailed statements are made by employers.

When you start your employment with the Company it is understood that you accept the rules shown in this handbook as part of your employment conditions. This will help in the smooth running of the Company, and ensure that no inconvenience is caused to you or other employees.

We constantly endeavour to promote, establish, and maintain a harmonious working relationship between the Company and its employees. However, it may be that you will wish to clarify or discuss a situation and this should initially be addressed to your line manager. Your line manager will have overall responsibility for giving you your working instructions. The basic responsibilities of employees are as follows:

- To work efficiently, effectively, conscientiously and safely.
- To work to the prescribed standards of performance and procedures contained in the Assignment Instructions, and to care for Company and clients' property.
- To observe strictly all rules and regulations relating to Health and Safety and report to your line manager any hazards to safe working arrangements.
- To refrain from interfering with any Company- or client-owned equipment or property that is not provided for use in the provision of services to our clients.
- To observe all rules and regulations relating to employment with the Company
- To carry out all reasonable duties and instructions
- The Company at all times conducts its business with the highest standards of integrity and honesty. It expects all employees to maintain the same standards in everything they do

Employees are therefore encouraged to report any wrongdoing by the Company or its employees that falls short of these business principles.

### 1.1 Variations

The Company may alter the Company's Terms and Conditions from time to time, but the Company undertakes to ensure that any future changes in the Terms and Conditions will be entered on the relevant documents, or otherwise recorded for reference within one month of change.

Where such change constitutes a variation of any term or condition of an employee's contract of employment, whether contained in the Statement of Terms and Conditions of Employment or in this handbook, the change will be notified by means of a letter to an individual employee or employees or by general notice which is reasonably accessible to employees affected by it. Employees agree to accept any such variation unless a written statement to the contrary is received by the Human Resources Manager within 2 calendar weeks of the date of the notification of the change.

### 1.2 Job Title

The Employee's normal duties are set out in the Employee's Job Description, issued at the start of employment or when a position changes. The Employee's duties may from time to time be reasonably modified and the Employee may from time to time be required to carry out other reasonable duties as the Company may determine, without additional remuneration, should this be necessary to meet the needs of the Company's business whether on behalf of the Company or Associated Companies.

### 1.3 Probationary Period

The first twelve weeks of the Employee's employment with the Company shall constitute

the Employee's probationary period. The probationary period may be extended by up to sixteen weeks at the discretion of the Company and any such extension shall be on the same terms as the original probationary period. The Employee's performance and suitability for continued employment will be reviewed throughout and at the end of their probationary period.

Subject to the satisfactory completion of the relevant screening checks, and the Company being satisfied with the Employee's performance and suitability for continued employment, the Employee will be issued with a letter confirming their continued employment with the Company. Any employee who is found to have provided false information on their application form will be dismissed for gross misconduct and could face criminal prosecution.

During the Employee's probationary period, the Company will make all necessary arrangements for the Employee to attend training courses to enable the Employee to achieve the approved standard of training necessary to obtain a licence from the Security Industry Authority.

## **2. REMUNERATION AND BENEFITS**

### **2.1 Pay**

The pay period is four-weekly in arrears; pay is calculated each four weeks for the hours worked in that pay period, and paid into your nominated building society or bank account on the fifth (5th) working day of the week following the end of the pay period. The working week starts on a Monday at the start of the early shift and finishes at the conclusion of the Sunday night shift (on Monday morning).

The payment system is based on the number of hours worked. You are therefore required to book on and off duty to ensure the correct number of hours is paid to you.

Overtime will be paid at the basic hourly rate for additional hours, or shifts, worked outside of your normal working shift pattern.

Any final payments will be sent in the following payroll after your departure. A P45 will be posted to the address held on file at Head Office.

Subject to the provisions relating to sickness, maternity and holiday entitlement within the Company's policy, employees are not entitled to any pay for other periods when absent from work.

### **2.2 Calculation and Payment**

The Company's method of calculating remuneration is based on a basic hourly rate plus

a site bonus dependent upon the sites worked. A breakdown of earnings is shown on your wages slip.

### **2.3 Hours of Work**

The Company recognises the requirements of the Working Time Regulations 1998, but you should note that regulation 21(b) provides that certain provisions do not apply when the worker is engaged in security and surveillance activities requiring a permanent presence in order to protect property and persons, as may be the case for security guards or security companies.

Due to the nature of security work the Company cannot guarantee the minimum hours available for work. Precise working hours for Security Officers and other hourly paid staff will be as per the appropriate duty roster and may be varied by the Company at any time at its absolute discretion. Where possible, reasonable notification of such a variation will be given, however, employees must accept that the Company's requirements may dictate that such notice could be minimal.

All employees will be given the opportunity to agree in writing, by signing the Waiver enclosed within their Terms and Conditions of Employment, not to be restricted to working a maximum 48-hour week. Where an employee has given such agreement, the employee may give one month's notice in writing, of their withdrawal of the waiver.

All employees are required to work at all or any such location within the UK as the Company shall, in its absolute but reasonable discretion, require from time-to-time.

### **2.4 Place of Work**

The Company operates on a contract basis and is therefore unable to guarantee that you will be permanently based at one assignment. You therefore agree that it may be necessary to change assignments, dependent on the Company's operational requirements at any one time. You agree that you may be required to work at any reasonable location in the United Kingdom.

### **2.5 Additional Hours**

All employees agree to undertake additional work as required by the Company. When such additional work is needed, reasonable effort will be made to give advance notice of the requirement so as to minimise any personal inconvenience. Where you are allocated to work on a site where you takeover from an Officer and

hand over to an Officer you are expected to arrive on site in sufficient time to be able to brief yourself on what has happened in the previous shift, and, remain on site until relieved by the incoming Officer. On no account must you leave a site during your shift nor before you are relieved.

## 2.6 Additional Work

Employees are required to act at all times in the best interests of the Company, and must not directly or indirectly engage or be concerned in any other business activity which may, in any way, conflict with service to the Company, unless specific prior permission in writing has been given by a Director. Where approval is given, the employee shall not use any of the facilities, goods or services of this Company unless specifically authorised to do so, in writing by the appropriate Director. No employee, without prior permission in writing, shall take any other paid employment, including self-employment, whilst in the full time employment of VSSSecurity Limited

## 2.7 Holidays

The holiday year for each employee runs from January to December each year.

## 2.8 Length of Annual Holiday

Your basic holiday entitlement is as follows:

The number of holiday days that you are entitled to is calculated pro-rata on the number of shifts worked per week subject to a maximum of 20 holiday days per annum.

Length of Service;

- First 12 weeks service – Nil
- After 12 weeks – 20 days per annum

Holiday entitlement is accrued at a rate of 1.67 days per month worked. The total number of hours paid per annum will be calculated based on the average number of hours worked per day, on the basis of a five day working week, over the year-to-date. The maximum shift length paid per holiday day taken will be 12 hours. Thus an employee who regularly works 60 hours/week will have an entitlement to 240 hours holiday per annum, whilst another working only 12 hours a week will only have an entitlement to 48.

Holiday entitlement must be accrued BEFORE it is taken, at an accrual rate of 1.67 days per month. Your length of service with the Company directly influences the number of holiday days that may be taken before they are accrued,

which is as follows:

Less than 1 Year	0 days
More than 1 Year	2 days
More than 2 Years	5 days
5 Years +	10 days

Your holiday entitlement must be completed by the end of December. No holiday can be carried forward by law.

All holiday requests for periods of ten (10) days or more at one time will need to be authorised by a Director.

Requests for holiday must be submitted in writing, using the Company REQUEST FOR ANNUAL LEAVE form, at least 28 days in advance.

The Control Scheduler, or nominated representative, will consider your holiday request as soon as possible. However, it is NOT possible to take annual leave between the 15th December and the 5th January unless under special circumstances, and is to be agreed in writing by an Operations Manager or nominated representative.

## 2.9 Sickness During Holiday

The Company does not permit the transfer of Bank/Public Holidays, or days of agreed annual holidays, to a later date when a period of sickness coincides with those holidays, except at your line manager's discretion.

## 2.10 Accrued Holiday

If for any reason, during the holiday year, your employment with the Company is terminated and you have taken more holiday than you have accrued, the appropriate number of hours pay will be deducted from your final salary.

## 2.11 Public Holidays

The following is a list of Bank and Public Holidays recognised by the Company

- New Years Day
- Good Friday
- Easter Monday
- May Day
- Spring Bank Holiday
- Summer Bank Holiday
- Christmas Day
- Boxing Day

If you are required to work on a Bank or Public Holiday you will be paid twice the normal rate for those hours worked during the 24 hours of the Holiday.

## 2.12 Retirement

Retirement in the UK is a voluntary decision by the employee concerned and is irrespective of the age of that employee unlike many other countries where retirement is at the discretion of the employer at a certain age (usually 65). VSS employees are therefore encouraged to sign up for the pension scheme offered by the company to make savings and plan ahead for retirement, however it would still be the employee's decision to retire or stay with VSS. For details please contact the HR Manager.

## 2.13 Termination of Employment

The Employee's employment may be terminated without notice or payment in lieu of notice –

- during the Employee's probationary period in the event that the Company is unable to confirm a complete record of the Employee's work history over the past ten years; or
- during the Employee's probationary period in the event that the Employee has failed to achieve the approved standard of training necessary to obtain a licence from the Security Industry Authority; or
- at any time when the Employee has applied to the Security Industry Authority for the grant of a licence and that application is refused; or
- at any time when the Employee's licence from the Security Industry Authority is revoked for any reason; or
- at any time when the Employee commits gross misconduct.
- Or at any time when the employee's performance has not met the required standard.

During the first four weeks of continuous employment, the Employee is not required to give the Company any notice of their intention to terminate their employment. Between four weeks and two years of continuous employment the Employee is required to give the Company one week's notice in writing of their intention to terminate their employment. Thereafter, the Employee is required to give the Company two weeks' notice in writing of their intention to terminate their employment.

During the first four weeks of continuous employment the Company is not required to give

the Employee any notice of their intention to terminate the Employee's employment. Thereafter, the Employee's employment may be terminated by the Company giving the Employee the greater of one week and one week for each complete year of continuous employment (subject to a maximum of twelve weeks).

The periods of notice set out in this clause may by consent be varied having regard to the circumstances of the case and to what is reasonable.

The Company reserves the right to make a payment in lieu of notice or any part thereof but nothing in these terms and conditions of employment shall prevent the Company from terminating your employment without notice or payment in lieu of notice in appropriate circumstances including in cases of dismissal resulting from gross misconduct. Where a payment in lieu of notice is made, the Employee will be paid their basic salary only and their entitlement to any benefits or payment for any benefits shall cease on their termination date. This employment will automatically terminate without notice upon the Employee attaining the age of sixty-five. After the Employee reaches this age, any further employment and the terms of such employment will be totally at the discretion of the Company.

During any period of notice of termination (whether given by the Employee or by the Company), the Company may require the Employee not to attend their place of work for the duration or a part of their notice period and/or may at its discretion relieve the Employee of some or all of their contractual duties during their notice period. During the period of notice, including any garden leave, the Employee will remain an employee of the Company and in particular remain bound by all provisions in this Agreement relating to confidentiality and other employment. The parties agree that the period of notice is a reasonable period of garden leave.

Before terminating the Employee's employment for any reason, other than in accordance with the disciplinary procedure, the Employee will be advised in writing of the circumstances which may result in dismissal and invited to a meeting to discuss the issue before the Company makes any final decision. The Employee will also have the opportunity to appeal against a decision to dismiss, in which case an appeal hearing will be arranged. The procedure set out in this sub-clause is non-contractual to the extent permitted by law.

## 2.14 Stakeholder Pension

VSSSecurity does not offer a contributory

pension scheme, but a Stakeholder Pension is available to all employees who have successfully completed their three month probationary period. A Stakeholder Pension is intended to be a flexible, tax-efficient, and affordable way to save for your retirement.

By starting a Stakeholder Pension plan through your employer you will have your own pension fund. It is a "money purchase" pension which means that contributions paid by you will be invested in your own fund that is intended to grow over the years. When you come to retire, the money held in your fund will be used to provide a taxable pension income for the rest of your life. You may also be able to take your fund as a tax-free cash lump sum on retirement.

You will be able to contribute to your Stakeholder Pension at any time, with the minimum contribution being £20.00. Because Stakeholder Pensions are such a tax efficient way of saving for retirement, the Inland Revenue will limit the amount that can be invested in any tax year. Anyone can pay in up to £3,600, regardless of earnings. For higher contributions, the maximum payment allowed will depend mainly on your age and earnings. The higher your age and earnings the more you can contribute. Contributions paid by you will qualify for income tax relief. This means that each £100 of contribution to your plan will effectively cost you £78 or, for higher rate taxpayers, £60. Your pension fund will not be subject to Capital Gains Tax.

VSS Security Limited has designated Norwich Union's Stakeholder Pension Scheme as its Stakeholder scheme.

Further details regarding Stakeholder Pensions can be found on the HM Revenue & Customs website - [www.hmrc.gov.uk](http://www.hmrc.gov.uk)

Any employee interested in joining the scheme, and who has successfully completed their sixteen week probationary period, should contact the Human Resources Department to obtain the necessary documentation.

### **3. ABSENCE AND ATTENDANCE**

#### **3.1 Attendance and Time Keeping**

The Company requires regularity of attendance and good timekeeping from its employees and will make a deduction in pay in cases of lateness or unauthorised absence.

#### **3.2 Booking On & Off Duty**

The Security Officer on the premises at each change of shift will inform Control, using either

the automated service, or manually through the Duty Controller, giving the site number and the Security Officer's name/number, at both the commencement of, and the completion of, their duty.

The VSSControl Centre may contact the premises at random intervals to establish continuity of communications.

#### **3.3 Reporting Sickness/Injury Absence**

If you are unable to attend work for any reason you must inform the VSS Control Room as soon as possible, but in any event more than two (2) hours before your rostered duty start time. Thereafter it is your responsibility to notify VSS Control daily for the first seven (7) days of your sickness period. In addition you must notify VSS Control of your intention to return to work prior to the commencement of your shift.

Information which must be given by all employees, on reporting sickness / injury absence, includes:

- The absent employee's name
- Reason(s) for the absence
- The length of time the absence is anticipated to last (If the anticipated date of return to work exceeds seven (7) days a doctor's note must be provided).

If the absent employee is unable to return to work after the expiry of the doctor's note, the employee, or a nominated person, must contact the Company again to give an anticipated return to work date. Each time contact is made the information above must be given.

It is a disciplinary offence not to comply with the Company's absence reporting procedures and knowingly giving false or inaccurate information may, depending on the circumstances, be treated as gross misconduct and result in summary dismissal.

#### **3.4 Sickness absence of up to seven days**

In addition to reporting sickness/injury absence following the procedure detailed above, for sickness absence of up to seven days a "Self Certification" form must be completed within three days of the employee returning to work. These are available from the Human Resources or Accounts Department and must be returned to the Accounts Department.

#### **3.5 Absence of more than seven days**

In addition to reporting sickness/injury absence following the procedure detailed above, if an employee is absent due to sickness for more

than seven consecutive days (including weekend days) a doctor's note must be provided. This is to be forwarded to the Accounts Department, to reach them on or before the eighth day of absence.

It is the employee's responsibility to ensure that the doctor's note reaches the Accounts Department on time. If there is going to be a delay in the doctor's note the Accounts Department should be informed by the absent employee, or a nominated person.

If more than one doctor's note is required for the length of time the employee is absent, there must be no periods or absence that a doctor's note will not cover. If an employee is absent due to sickness for a period of longer than seven (7) days, the absent employee must keep the Company informed of any developments on a weekly basis.

### **3.6 Medical**

Following more serious illnesses you may be required by the Company to undergo a medical examination and to produce medical certificates attesting your fitness for duty.

Failure to undergo a medical examination or to produce a satisfactory medical certificate will delay your redeployment to site, and may render you liable for dismissal.

Appointments for visiting the Doctor or Dentist should only be made for outside working hours. Where an appointment can only be arranged in working hours, then you must consult the Human Resources Manager before confirming the appointment.

Once a year the Company will send an Employee Medical Questionnaire to all staff for completion. This form must be returned to the HR Department. Failing to do this may result in disciplinary action.

### **3.7 Statutory Sick Pay (SSP)**

Statutory Sick Pay is payable by the Company to any employee who has a spell of four or more consecutive qualifying days sickness, for the first twenty-eight (28) weeks of sickness, providing that the necessary evidence is submitted by the employee. Qualifying days will be the individual's rostered days, or Monday to Friday if not rostered.

In order to qualify for SSP you are required to submit an appropriate sickness certificate in respect of all days of sickness or injury irrespective of whether these were scheduled working days.

The first three (3) days of sickness or injury (whether schedule working days or not) are termed as "waiting days" for which no SSP is payable. However, it is essential that you notify VSSControl on the first day of sickness or injury in order that the "waiting days" can be recorded.

In respect of each of the fourth and subsequent days or any period of sickness or injury, you will receive the appropriate weekly SSP rate.

SSP is payable by the Company for up to a maximum of twenty-eight (28) weeks of sickness. If sickness continues after 28 weeks SSP have been paid, the payroll department will provide an official DSS transfer or leaver's statement, with following payments then made direct from the Department for Social Security.

SSP will be paid by the Company as per the Company's usual four-weekly payroll and is subject to PAYE deductions.

The Company reserves the right to request any member of staff absent from work through illness to undergo a medical examination. A medical certificate is required for payment of both Statutory Sick Pay and Company Sick Pay (where applicable).

### **3.8 Bereavement Leave**

In the unfortunate event of the death of a spouse, child, parent, or other close relative, you will be allowed bereavement leave of up to 3 days. You will be paid during this period at your basic rate of pay. Further time off will only be allowed at the discretion of the Human Resources Manager

### **3.9 Jury Service and Other Public Duties**

Time off for Jury Service and other public duties will be granted in accordance with provisions in force from time to time. Any request beyond these obligations will be dealt with at the discretion of your line manager. In all cases you must produce prior documentary evidence of the need for and period of absence.

If you are required to serve as a juror you must notify your line manager and the Control Room as soon as possible of the dates and period that you expect to be absent from work. You are not entitled to paid time off for Jury Service, and you should therefore claim the allowance for loss of earnings payable under the jurors allowance regulations currently in force. You should also claim any subsistence and travelling allowance to which you are entitled.

If you are a Justice of the Peace or a member of

a Public Body such as a Local Authority you must notify your line manager and the Control Room as soon as possible of the dates and period you expect to be absent from work. You will not be paid for this time off and you should therefore claim the maximum possible compensation.

Employees who undertake any commitments in public service (including Territorial Army, Reserve or Auxiliary Forces) may be granted reasonable leave of absence to perform such duties. The extent of this entitlement and any payment will be entirely at the Company's discretion.

#### **4. ABSENCES DUE TO MATERNITY, PATERNITY AND PARENTAL LEAVE**

Under Part I of Schedule 4 to the Employment Relations Act 1999 certain rights are incorporated into the Employment Rights Act 1996 which substitutes new sections 71 to 76 to that Act and sets new rights out in relation to maternity leave and in relation to parental leave. The Company will at all times comply with the legislation that is in force from time to time. The Company values the work of all of our staff, including mothers and fathers with child care commitments, and will make such arrangements as it can to ensure that employees are able to combine their family commitments with gainful employment. These policies below are intended to meet the requirements of the legislation whilst providing for the smoothest possible transition for maternity leave and return to work.

##### **4.1 Maternity Leave**

You will be entitled to the following maternity leave under the provisions of the legislation:

You will be entitled to maternity leave, known as ordinary maternity leave, for a period of 26 weeks, which cannot begin more than 11 weeks before the expected date of your confinement.

You will be entitled to additional maternity leave if you have completed one year's continuous service by the 14th week before the expected week of childbirth. This will commence at the beginning of the end of ordinary maternity leave and continues for a further 26 weeks.

##### **Notification Provisions**

In order to qualify for ordinary maternity leave you must inform the Company by the end of the 15th week before your EWC (expected week of confinement). The Company shall require the

notice to be given in writing, including the provision of a certificate (MATB1) from your doctor or midwife confirming the expected week of childbirth.

You do not need to notify the Company if you are entitled to additional maternity leave. It will begin automatically after your ordinary maternity leave finishes, if you are entitled to such leave.

It is the Company's practice to confirm whether or not you intend to take additional maternity leave and you will be asked to confirm this no later than 21 days before your ordinary maternity leave expires. If you do not respond within 21 days you could lose certain rights under the employment legislation.

##### **Right to return to work**

You will be entitled to return to work in the same employment at the end of your ordinary maternity leave unless your job has been made redundant.

Where you have opted to take additional maternity leave you will be entitled to return to the same job if it remains practicable for you to return to the same job and your post has not been made redundant. If it is not reasonably practicable for you to return to the same job the Company will seek to provide you with another job that is suitable and appropriate.

You will be permitted to return early from your ordinary maternity leave period upon giving 28 days notice to the Company. The Company may reduce this period at its discretion.

##### **Payment**

You will be entitled to Maternity Pay and/or Statutory Maternity Pay during the period of your ordinary leave but will not be entitled to any payment during the period of your additional leave.

##### **4.2 Paternity Leave**

##### **Eligibility**

Employees must satisfy the following conditions in order to qualify for paternity leave:

You must:

- have or expect to have responsibility for the child's upbringing
- be the biological father of the child or the mother's husband or partner
- have worked continuously for the Company for 26 weeks ending with the

15th week before the baby is due.

#### Length of Paternity Leave

Eligible employees can choose to take either one week or two weeks paternity leave (not odd days).

You can choose to start your leave:

- From the date of the child's birth (whether this is earlier or later than expected), or
- From a chosen number of days or weeks after the date of the child's birth (whether this is earlier or later than expected), or
- From a chosen date later than the first day or the week in which the baby is expected to be born.
- Leave can start on any one day of the week on or following the child's birth but must be completed:
- Within 56 days of the actual date of birth of the child, or
- If the child is born early, within the period from the actual date of birth up to 56 days after the first day of the expected week of birth.

Only one period of leave is available to employees irrespective of whether more than one child is born as a result of the same pregnancy.

#### Statutory Paternity Pay

During their paternity leave most employees are entitled to Statutory Paternity Pay (SPP) from the Company.

Statutory Paternity Pay is paid by the Company for either one or two consecutive weeks as the employee has chosen. The rate of Statutory Paternity Pay is the same as the standard rate of Statutory Maternity Pay.

Employees who have average weekly earnings below the Lower Earnings Limit for National Insurance purposes do not qualify for SPP.

#### Notification of intention to take paternity leave

Employees must inform the Company of their intention to take paternity leave by the end of the fifteenth week before their baby is expected, unless this is not reasonably practical. They must tell the Company:

- The week the baby is due
- Whether they wish to take one or two weeks leave

#### 4.3 Parental Leave

Employees of both sexes are entitled to parental leave under the legislation. The Company will comply fully with the provisions of the legislation, and you are entitled to parental leave as set out in the following paragraphs.

##### Entitlement

You will be entitled to parental leave if your child was born after 15th December 1999 or have adopted a child after that date.

You must have completed one year's service before you will be entitled to parental leave.

##### Time off

You are entitled to 13 weeks leave for each child. In the case of twins being born you will be entitled to 26 weeks off work.

You may take this leave at any time over a period of five years from the date that your child was born and you must take this leave in blocks of seven days.

##### Notice

You must give a minimum of four weeks notice or twice the number of weeks notice in relation to the amount of time that you intend to take off. You must advise the Company of the date when the period of leave is to begin and to end.

A father who is awaiting the birth or adoption of his child may give 13 weeks notice of the expected date of birth or adoption and the duration of leave that is required. He will be entitled to take the leave on the birth or adoption of the child.

##### Deferment of leave

Whilst the Company will always seek to accommodate your wishes in relation to taking parental leave, there may be certain circumstances where the requirements of the business will mean that the Company will require you to defer leave. These circumstances will arise where:

1. You are not proposing to take the leave at the time of the birth or adoption of your child.
2. The operation of the Company's

business would be seriously prejudiced if you took leave during the period that you had identified.

In a case where the Company considers it necessary for you to defer parental leave you will be given written notice and advised of dates, within a period of six months, on which the Company agrees that you may take parental leave. This notice will be given to you as many weeks as possible before the time you are proposing to take off.

#### Payment

You are not entitled to be paid whilst you are taking paternity leave.

#### 4.4 Other Provisions Relating to Maternity, Paternity and Parental Leave

The provisions set out above contain the obligations that the Company must adhere to in order to comply with the legislation. However, the Company is aware that a stable workforce is one of its assets and there exists the following procedures in order to assist employees who are proposing to take maternity or paternity leave.

As soon as possible after you have notified your intention to take maternity/paternity leave it will be arranged that you meet with your Manager or the Personnel Department by way of an informal interview so that the following may be discussed;

1. Your right to maternity or paternity leave including the notice requirements as are applicable.
2. Your rights to return to work - in appropriate cases there may be discussion as to whether you wish to return to work on a different basis (i.e. part time or flexible working) and whether the Company can so accommodate you.
3. Any entitlements to payment will be clarified.

Where it is necessary to cover your work, then prior to commencement of maternity or paternity leave you will be informed of the arrangements for covering your work and you will be involved as far as possible in relation to the provision of a replacement.

Where you wish to return to work after maternity leave on a different basis than your original job the following may be considered:

1. Opportunities for flexible or part-time working which the Company will make every effort to accommodate.

2. The possibility of job-sharing which will involve appropriately adjusted terms and conditions of employment.
3. Where no such alternatives are available at the time of return to work you will be encouraged to work on a full-time basis and we will continue to review the position to seek to accommodate your wishes.

## 5. CONFIDENTIAL INFORMATION

### 5.1 Copying, Making Abstracts etc.

You are strictly forbidden to make any copy, abstract, summary or précis of the whole or part of any document belonging to the Company except where expressly authorised so to do or in the proper performance of your duties.

### 5.2 Disclosing or Using Confidential Information

You shall at all times (both during your employment with the Company and after its termination) keep the secrets of the Company and shall not at any time turn to your own account, make personal use or, divulge, make known to anyone or enable anyone to become aware of (other than those who are employed by the Company and authorised to receive the same) the secrets of the Company or any information of a confidential nature relating in any way to:

1. Suppliers, potential suppliers, clients and potential clients of the Company, and trade secrets.
2. The details of any business, financial or other arrangements transacted with persons, firms or statutory bodies by the Company on behalf of itself or any of its clients.

In the course of employment, employees may produce, obtain or have access to confidential information relating to the Company's business or that of its clients. Confidential information concerning the Company or its clients must not be discussed with or disclosed to, either during your employment or at any time after your employment has terminated, persons outside the Company's employ at any time during employment or thereafter without prior authorisation from the appropriate director. Failure to comply will render the employee liable to instant dismissal.

### 5.3 Outside Communications

You are strictly forbidden to make contact with or communicate with any member of the press or

media or anyone so connected on behalf of the Company unless in the proper performance of your duties or after having obtained the prior written permission of your line manager. It is also forbidden to publish any letters, articles or otherwise purporting to represent the Company (other than in your personal capacity) unless you have obtained prior permission in writing from a Board Director.

#### **5.4 Property to be Returned on Termination**

You are required to deliver to the Company before the end of your employment, or immediately thereafter should your employment terminate without notice, all papers, documents, keys, access passes, cars, uniform and all other property belonging to the Company. You will be required to sign an undertaking that all such property has been duly returned.

#### **5.5 MEDIA TRANSPORTATION**

Media containing information shall be protected against unauthorized access, misuse or corruption during transportation. All media transported is the ultimate responsibility of the user transporting it.

#### **5.6 INSTALLATION OF SOFTWARES ON OPERATIONAL SYSTEMS**

All software installation requests are made through the operations manager and access is limited to non admin on the local machines

#### **5.7 RESTRICTIONS ON SOFTWARE INSTALLATIONS**

All software installation requests are made through the operations manager and access is limited to non admin on the local machines.

#### **5.8 NETWORK CONTROLS**

In house networks are controlled via access controls as laid out earlier in this guide. Network access is managed and maintained by the IT personnel

### **6. SECURITY**

You will be required to ensure that all documents, papers, correspondence etc. (including physical equipment such as computers) are kept secure at all times and are, where appropriate, carefully locked away at night and that all the security procedures are properly maintained at all times.

You are expected to keep any papers or documents belonging to the Company, which you may take home with you when you leave at

the end of the day for the proper performance of your duties, safe and secure at all times. Any unauthorised conduct in this respect which causes loss or damage to the Company, or to any client of the Company will be regarded as serious misconduct for which you may be dismissed should the circumstances warrant it.

### **7. GRIEVANCE, DISCIPLINARY AND APPEALS PROCEDURE**

The Grievance, Disciplinary and Appeals procedures are non-contractual procedures. The Company will generally adopt the procedures set out below, but reserves the right where it considers it appropriate, to vary the procedures, provided that they are not as a result any less fair.

Throughout these procedures you may, if you wish, be accompanied by a work colleague. That colleague may ask questions, but cannot make a statement upon your behalf.

It is the intention of the Company to ensure that every effort is made to resolve a grievance as soon as possible. This procedure provides that any employee who pursues a personal grievance about any matter in which they are directly concerned shall have an opportunity to discuss this with management.

#### **7.1 Grievance Procedure**

##### **Stage One**

If there is any matter which you wish to raise, and with which you are directly concerned, you should in the first instance discuss this with your line manager.

##### **Stage Two**

If you are not satisfied with the outcome of the first meeting with your line manager, you may have a second meeting with them.

##### **Stage Three**

If the matter is not resolved and you wish to take it further, you should make a written request to the HR Manager for a meeting.

##### **Stage Four**

If the matter is still not resolved, you may apply to the Managing Director in writing. Your letter should describe your grievance and proceedings to date and you should enclose any appropriate documents.

Where a grievance is raised, the grievance will be acknowledged within 48 hours and the Company will, where possible, endeavour to

reach a decision within 7 days. If this is not possible, you will be advised of the likely timescale.

## 7.2 Disciplinary Procedure

From time to time it may be necessary for the Company to take disciplinary action against an employee for a variety of reasons. The disciplinary procedure is based on the following principles and applies to all employees.

No disciplinary action will be taken against an employee until the case has been fully investigated.

At every stage in the procedure the employee will be advised of the nature of the complaint against them and will be given the opportunity to state and, where appropriate, ask questions, both of those carrying out the interview and of those who have given evidence, before any decision is made.

At all stages the employee will have the right to be accompanied by a work colleague, or an official of a trade union, who may ask questions on your behalf, but not make a statement.

No employee will be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will be dismissal without notice or payment in lieu of notice.

An employee will have the right to appeal against any disciplinary penalty imposed. The procedure may be implemented at any stage if the employee's alleged misconduct warrants such action.

## 7.3 The Procedure

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

For minor breaches of discipline, or failure to achieve satisfactory standards, a formal verbal warning will be given, normally by your line manager. This will be removed after 12 months in the absence of further offences.

For more serious offences, or in the event of further minor transgressions, a warning will be given in writing. This warning will normally be given either by your line manager or by the HR Manager. This will be removed after 12 months in the absence of further offences.

In the event of further repetition of the misconduct, or a failure to comply with a requested improvement, or in the case of misconduct or failure to comply with standards

which do not amount to gross misconduct but which warrant a first and final warning, a final written warning will be issued by the HR Manager. This warning will specify that the consequences of a failure to comply will normally be dismissal. This will be removed after 12 months in the absence of further offences.

In the event of any further misconduct, or failure to achieve satisfactory standards or in the case of misconduct not amounting to gross misconduct but warranting dismissal, dismissal may result.

In cases of gross misconduct, you will normally be dismissed without notice or pay in lieu of notice or of accrued holiday pay. In exceptional circumstances, or if there are any genuine mitigating circumstances, alternative disciplinary action may be taken.

## 7.4 Rules for Suspension of Staff

Suspension will be on full pay and you will be informed in writing of this at the time.

The suspension will not normally be for more than five days.

## 7.5 Appeals

If you are dissatisfied with any disciplinary decision affecting you, you may appeal, to the level of management immediately above that at which the decision was taken, within two working days of the disciplinary decision.

If the disciplinary action which is the subject of the appeal is your dismissal, the decision to dismiss will stand unless it is reversed on appeal. Any appeal must be made in writing, stating the grounds for the appeal. The appeal will be heard by an appropriate Senior Manager who has not been involved in the initial proceedings. The appeal will review but cannot increase a disciplinary penalty.

The decision of this appeal hearing is final. There is no further right of internal appeal.

## 7.6 Misconduct includes, but is not limited to:

- Unsatisfactory attendance and/or timekeeping.
- Inadequate work performance.
- Unauthorized absence from work.
- Failure to follow lawful instructions.
- Failure to comply with the Company's policies and procedures.
- Aggressive, threatening or anti social behavior.
- Failure to provide time sheets properly

completed to the Company in accordance with the rules adopted from time to time.

**7.7 Gross misconduct includes, but is not limited to:**

- Theft/dishonesty both from the Company or other employees.
- Willful damage to Company property or premises.
- Willful damage to other person's property whilst at work.
- Malicious practice and offence against the law of the land which affects the Company's business.
- Falsification of records (including time records, absenteeism forms).
- Physical violence or serious threat or such against other persons whilst on Company premises.
- Gross negligence.
- Breaches of confidential information.
- Unauthorized consumption of alcohol or drugs on the Company's premises (except in the case of drugs that have been prescribed by a medical practitioner).
- Being under the influence of drugs or alcohol.
- Serious breach of rules and procedures relating to Health & Safety at Work.
- Serious insubordination.
- Sexual Discrimination.
- Racial Discrimination.
- Disability Discrimination.
- Unauthorized use of confidential information.
- Providing false or misleading information at the time of recruitment.
- Being engaged in work competitive to that of the Company.
- Engaging in any activity which misrepresents the Company's business.

**8. COMPANY RULES AND POLICIES**

Set out below are rules and policies which you are expected to observe. If you fail, then disciplinary action may be taken against you, depending upon the seriousness of the breach.

The Company endeavors throughout its offices to provide a working environment which is acceptable to all its employees. As a result there are a number of restrictions upon what employees are permitted to do. In some cases these are for the employee's own benefit and in others for the benefit of employees as a whole.

**8.1 Assignment Instructions**

VSS Security Assignment Instructions are held at each assignment. These provide comprehensive information about the premises on which they are held, and it is the Officer's responsibility to ensure they have thoroughly read, and understood, the Assignment Instructions for each premises to which they are required to attend.

It is required that each Officer sign and date the signatory pages, within the Assignment Instructions, to confirm that they have read and understood the Assignment Instructions.

**8.2 Betting and Gambling**

Betting and Gambling are strictly prohibited on the Company's and clients' premises.

**8.3 Behavior**

Disorderly behavior towards any other person, or defacement or damage, to the Company's, its Client's or a fellow employee's property is forbidden and will be dealt with under the Company's disciplinary procedure.

**8.4 Capability**

When an employee's capability or performance is considered to be unsatisfactory, management may apply the procedures set out in this handbook with a view to encouraging the employee to improve to an acceptable level.

**8.5 Car and Vehicle Policy**

Before driving a Company car you must have:

1. A valid driving license.
2. The authority from the Company for the use of the vehicle and the purpose of using the vehicle.
3. Permission for a specific journey.

The Company reserves the right to counter charge the employee for any fines incurred for congestion charges, parking or other traffic offences.

Company Vehicles can only be driven by employees provided they have held a current driving licence for the group of vehicles for more than one year and are over twenty five (25) years of age. Employees must produce their driving license for inspection on request from the Company.

Employees whose duties require them to hold a valid driving licence, and who are disqualified from driving following conviction for any offence, may be dismissed without notice or payment in lieu of notice. Employees disqualified for any

other reason e.g. medical reasons, may be transferred or dealt with according to the circumstances. Employees whose duties require them to drive must inform the Company immediately of any actual or intended prosecution, conviction, endorsement or disqualification.

Any fines or other penalties incurred by an employee while driving a Company vehicle will be the responsibility of the employee. All fines and penalties incurred must be notified to the Company and the Company reserves the right to take any action, including disciplinary action, it deems appropriate to the circumstances.

Where a Company vehicle is damaged, or causes damage to a third-party, and the accident is the responsibility of an employee, all insurance excess charges will be the responsibility of the employee concerned. The Company reserves the right to take any action, including disciplinary action, it deems appropriate to the circumstances.

The Company reserves the right to vary or remove the entitlement to a Company vehicle in the event of misuse or a change in business circumstances, including the requirements of an individual's job, or immediately on termination of employment.

Before using your own private vehicle on Company business you must obtain the permission of your line manager and ensure that your own insurance covers you for such use. The Company reserves the right to request proof that such insurance exists for the vehicle used. Any reimbursement for expenses incurred will only be paid when authorized by your line manager.

If you have an accident in your own private vehicle whilst on authorised Company business, in addition to telling your own insurers, you must advise the Company in detail. It is entirely at the Company's absolute discretion whether to provide financial or other assistance following such an accident.

### **8.6 Car Parking**

The Company does not provide parking facilities for employees' cars and the Company disclaims all liability for loss of, or damage to, any vehicle and/or its contents if it should be parked on any Company or client premises or on Company business.

### **8.7 Check Calls**

In accordance with Health & Safety Legislation, it is incumbent upon the employer to ensure the safety of his employees, and in accordance with

this requirement and good security practice, it is essential that contact be maintained regularly with all Security Officers between 19:00 and 07:00 hours. There will be no exception to this rule. Where weekends and Public Holidays are concerned, the practice is to be maintained throughout 24 hours.

Vigilant Security's 24 hour computerized Control Room monitors all Check Calls on a day and night basis. Duty Security Officers must contact the Control Room, either using the automated service or manually through the Duty Controller. Check Calls are normally made from the assignments to the Control Room, but in certain circumstances this can be reversed.

Check Calls are to be made on an hourly basis where an officer is the only officer working on an assignment, but this is increased to two-hourly on a multi-manned assignment. No Check Calls are required to be made during the period 0700-1900hrs (Monday – Friday, but excluding Bank Holidays) if the assignment is occupied by members of the public. Check calls will be required during Monday – Friday where the officer is alone in a building.

Any officer who is in doubt as to the Check Calls required should ask the Duty Controller.

The Check Calls are to be made on the hour although there is a window of fifteen (15) minutes, whereby Check Calls are accepted. This window is between '5 to', and '10 past' each hour. Check Calls on a multi-manned assignment shall be made on the 'odd' hours (0100, 0300, 0500, etc). If a Check Call is not made during this time the Duty Controller will make contact with the assignment concerned.

Any employee who continually fails to make the necessary Check Calls is subject to disciplinary action.

### **8.8 Collections**

The Company is not responsible for the way in which any unauthorized 'employee funds', 'holiday clubs', 'saving plans' or other such schemes are conducted, or for the safety of such funds. No employee should leave his or her work area for the purpose of making a collection without the permission of his or her line manager.

### **8.9 Company and Client Computers / Telephone Equipment**

No member of staff shall use, or allow visitors to use, any software or computer games not originally supplied to or licensed to the Company

or client for use on Company or client's equipment.

Only staff members who have received training in the relevant computer procedures are allowed to use Company or client's computers and equipment.

Only authorized staff are allowed to amend or change the set up on any computer.

Only authorized staff are allowed to move or reposition computer equipment.

Each member of staff will be given his/her own personal log on and password to the systems. This log on and password **MUST** be kept completely confidential and must not be accessible to, or used by, any other person including other staff members.

No disks, tapes, CD's etc. or data from a known or unknown source should be viewed or loaded into the network system without first being virus checked by authorized members of staff. Only then, if clear of viruses, can the data be installed by an authorized member of staff.

No software of any kind, program or data file is to be installed into any computer except by authorised staff members.

The Company and clients reserves the right to amend or delete any files held on the Company's or clients computers. Generally the Company will give 24 hours notice before any material is deleted although the Company reserves the right to take immediate action if, in the opinion of the Company or client, the security of the Company, client or its work is threatened. In addition the Company and client may inspect any files held on any computer if the Company or client has reason to believe that illegal or pornographic material is being stored on the computer. Such an inspection will only be carried out in the presence of two people who will be either the IT Consultant, a Senior Manager, or Director.

Telephones, both land line and mobile, on client premises are only to be used to call the Emergency Services, report incidents, book on and off duty and to make Check Calls to Control. The use of Client computer equipment for Internet access is also not permitted without express permission from the Client. No Private Calls may be made from Clients' telephones.

For security purposes, incoming and outgoing calls in most Clients' offices are recorded and monitored.

The Company may deduct from salary, wages or other monies owing any costs incurred as a

result of unauthorized telephone calls.

Any breach of these rules will be subject to disciplinary action and in extreme circumstances result in the matter being reported to the Police for prosecution.

### **8.10 Conduct**

Employees are expected to present themselves at work in a fit condition, and anyone found to be under the influence of alcohol or drugs so that they are a safety risk or unable to adequately perform their normal work will be subject to the Company's disciplinary procedure.

Drinking of alcohol is not permitted on client premises during the course of the working day. Drinks taken during this period must be restricted to soft drinks, tea and coffee, etc.

Private trading or private work on Company or client premises is strictly prohibited.

No signs or notices may be displayed, or non-Company meetings held on Company or client premises without first obtaining permission from a Director.

Any employee not conducting themselves in accordance with the Company's rules, policies and procedures will be subject to Company's disciplinary procedure.

### **8.11 Confidentiality**

The Employee will not, either during or at any time after the termination of their employment with the Company, disclose to anyone other than in the proper course of their employment, any information of a confidential nature relating to the Company, its customers, suppliers or employees and shall further not use any such information in a manner which may either directly or indirectly cause loss to the Company or its Associated Companies. Confidential information includes (but is not limited to) financial information, commercial information, technical information, sales and marketing information and trade secrets.

The Employee will not at any time during or after the termination of their employment make, disclose or publish any untrue, disparaging or misleading remarks about the Company, its customers, suppliers, or employees or any of the Company's Associated Companies or their customers, suppliers or employees.

All enquiries from the press should be directed towards the Managing Director or his deputy. The Employee should assume that anything they say to the press could be published and

therefore, they should never have dealings with the press 'off the record'. Failure to observe this rule may result in disciplinary action being taken by the Company

The provisions in this clause will also apply as if references to any Associated Company were substituted for references to the Company.

### **8.12 Correspondence**

The Company prohibits private correspondence being sent to you at the Company's addresses and cannot be held responsible for its safe delivery. Staff are not allowed to use the Company's postal facilities to send personal mail. The Company reserves the right to open any mail marked Private and Confidential that is addressed to an individual at a Company address.

### **8.13 Daily Occurrence Logs**

The Daily Occurrence Log is held at each assignment and it is the duty officers' responsibility to ensure that all the necessary information/details is provided and the DOL accurately completed

### **8.14 Data Protection**

The Company holds the following information on its personnel files for each member of staff. All personal data is held on computer or in secure filing cabinets:

The full name, date of birth, address, home telephone number, sex  
Next of kin, name, address, telephone number  
Salary  
Any qualifications with copies of any certificates  
Copies of appraisals  
Records of any disciplinary action  
Any relevant information of a personal nature

If you require a copy of the data held this can be supplied upon written request and payment of £10.

The Company keeps the information which it retains under review to ensure that it is accurate and up to date. Staff are required to assist the Company in this exercise by notifying the Company of any change in personal circumstances and co-operating and returning to the HR or Accounts Office any requests for up to date information.

### **8.15 Dress, Appearance and Uniforms**

All employees must be presentable in appearance for duty at all times. This condition extends to attire and personal appearance,

including hair length/style and cleanliness/hygiene. Visible body-piercing beyond modest earrings and visible tattoos is not acceptable.

Uniform is provided and it is a condition of employment that it is worn at all times during hours of work and kept clean and presentable. Upon leaving the Company each individual is required to return the uniform

It is the responsibility of the employee to ensure that the uniform is kept in a clean and tidy condition, including the washing of all washable items.

Company I.D. Cards and SIA I.D. Cards must be worn visibly during working hours.

### **8.16 Employees' Property**

The Company cannot accept responsibility for damage or loss of employees' property. Every reasonable effort will be made to recover lost property, but you are advised not to leave articles of value on Company or client premises unattended. It will be at the Company's absolute discretion whether, and to what extent, in exceptional cases, it will make restitution.

### **8.17 Gratuities**

The Employee must immediately report in writing to their Line Manager any offer of gifts or services by customers, suppliers, distributors and other such persons having a similar connection with the Company. The Employee must not accept or agree to accept such offers without the prior written agreement of their Line Manager. This applies to any gifts or services offered directly or indirectly from any person, firm or company with whom the Company conducts business or may conduct business.

### **8.18 Intoxicants and Drugs**

Intoxicants or Drugs of any kind may neither be brought onto nor consumed upon the Company's or client's premises. If drugs have been prescribed by your medical practitioner, you are required to register this with the HR. The Company has the right to refuse admission to Company or client premises to any employee judged to be incapable of performing their duties as a result of Intoxicants or Drugs.

### **8.19 Literature**

Non-Company literature of any kind may not be distributed on the Company's or client's premises without the permission of your line

manager.

## **8.20 Legal Proceedings and Judgements**

You must notify the Company of any legal proceedings or judgements against you concerning unpaid debts, offences against the person or theft.

## **8.21 Lost Property**

If you find any lost property on or about the Company's or client's premises you should deliver it to a senior manager or inform the client whichever is appropriate. Any enquiries about losses should be directed accordingly.

The Company does not accept responsibility for the loss or damage to your belongings on Company property and you should therefore take appropriate precautions for the safety of your own belongings.

## **8.22 Mobile telephones, Music, Televisions etc.**

The Company endeavors to provide an atmosphere which is conducive to work. Personal mobile telephones and radios/TVs or other methods of playing music, etc are a distraction and are not permitted on Company premises. Personal stereos and other equipment with headsets are not to be used during working hours. If you carry a personal mobile telephone it should be switched off when on Company/client premises.

## **8.23 Notices**

No non-Company notice of any kind may be displayed on a Company or client notice board without the permission of your line manager or client.

## **8.24 Other Employment**

You must not become engaged or concerned in any other business or undertaking where this is in conflict with the interest of this Company, without the express permission of a Senior Manager. You must not become engaged in any secondary occupation which may interfere with your responsibilities to the Company.

## **8.25 Personal Details**

The Company needs to keep up to date information of your home address and telephone number, together with the name, address and telephone number of your next of kin (or other such person) for emergency contact purposes.

Since the Company is required to comply with the provisions of the Data Protection Act you must inform the HR Department as soon as possible in writing of any changes to these details and also of any changes to your marital status.

In the course of employment the Human Resources Department may produce, obtain, or have access to, confidential information relating to the employee. This information will not be disclosed or discussed with other employees when it does not relate to any specific operational issues.

Under the provisions of the Data Protection Act 1998 employees are entitled to access information held by the Company for which they are the subject; i.e. the information held on their personal file.

Any employee who wishes to request access to the information held on their personal file should put their request in writing and send it to the Human Resources Department, at Head Office. Included with the written request should be payment for the £10 fee, which is required before any request can be processed (see Clause 3.1 of the Data Protection Act 1998). The fee can be paid by cheque made payable to VSSSecurity Limited.

A copy of the employee's personal file will be sent within forty days of the Company receiving a written request and fee payment. However, the information provided may be subject to the exemptions stipulated in the Data Protection Act 1998.

These exemptions include the prevention of the disclosure of confidential references, without the express consent of the author, i.e. a previous employer. References are generally provided to the Company under the condition that they remain strictly private and confidential, which therefore indicates that the author does not give their consent to disclosure to any other party. If we are unable to provide actual copies of the references held on an employee file we will include a breakdown of the information contained on any references held, such as dates of employment, and enclose this breakdown when sending them the copy of their personal file.

Employees must notify the Company immediately of any changes to personal circumstances such as name, address, telephone number, bank details or other relevant information. Information must be received of a change in bank details 10 working days before the relevant payroll is run to guarantee payment of salary into new account. Employees are solely responsible for the accuracy of the details

provided.

### 8.26 Private Trading

Private Trading on the Company's or client's premises is forbidden, and any breach of this rule will be subject to disciplinary action being taken.

The Company reserves the right to inspect your person and possessions, including your desk and working area, at any time. All staff must enter and leave the Company and client premises by the designated entrances.

### 8.27 Right of Search

Employees must agree to submit to a personal search when entering or leaving the premises of the Company or its clients, including the search of any bags, containers or packages in their possession, and of any vehicle. Where body searches are required men will search men and women will search women.

### 8.28 Smoking

Smoking is the single biggest fire hazard in an office or storeroom and is not permitted in any of the VSS Offices or client offices / site huts.

### 8.29 Staff Interests

VSS takes a caring approach towards its employees interests, and will support and encourage wherever possible any staff member's participation in charitable and or community activities.

### 8.30 Suggestions

Any suggestions for improvement in connection with working methods etc. are welcome and will be given very careful consideration

### 8.31 Telephone Calls

The use of the Company's and clients' telephones for private incoming or outgoing calls is prohibited. A record of all telephone calls is kept and in cases of abuse this may lead to disciplinary action and/or a request for the reimbursement of any cost.

### 8.32 Tidiness

It is the responsibility of all members of staff to ensure that their work areas including site cabins and offices and their immediate area are left tidy at the end of their shift.

Confidential material and all items of value must

not be left unattended during the day and must be locked away at the end of each working day.

### 8.33 Training

The success of the Company depends on the highest standards of effective performance by all staff. The appropriate training and development of employees is essential to the achievement of these standards. The Company will enable and encourage its employees to make the maximum contributions to its business objectives by:

- Helping employees to improve productivity and the said effective performance of their job
- Improvement of employees' understanding of their jobs and role in the Company.
- Preparing employees to undertake new roles in the future.

Each Director and Manager has the responsibility of identifying the training needs and development of employees and ensuring that these are met. All requests for attending training courses must be discussed with and approved by your line manager.

## 9. EQUAL OPPORTUNITIES POLICY

### 9.1 Statement of Policy

The Directors of VSS Security recognize that discrimination is unacceptable and although equality of opportunity has been long standing feature of our employment practices and procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and if appropriate, disciplinary action.

The aim of the policy is to ensure no job applicant, current or former employee or worker whether full-time or part-time receives less favourable treatment either directly or indirectly on the grounds of their race, colour, nationality, ethnic or national origin, sex, marital status, gender reassignment, sexual orientation, religion or belief, disability or age.

### 9.2 Definitions

#### 1. Direct Discrimination

Direct discrimination occurs when a person is treated less favourably than another on the grounds of their gender, marital status, sexual orientation, race, ethnic origin, disability, nationality, religious belief or age.

#### 2. Indirect Discrimination

Indirect discrimination can occur when a provision, criterion or practice, which cannot be justified on grounds other than gender, marital status, sexual orientation, race, ethnic origin, nationality, religious belief or age is applied equally but has the effect in practice of disadvantaging a considerably higher proportion of persons in one or other of the groups listed above.

### 3. Disability Discrimination

Disability discrimination occurs when, for a reason related to his/her disability, a disabled person is treated less favourably than other people and this treatment cannot be justified. It also occurs when an employer fails to comply with the duty to make a reasonable adjustment.

### 4. Victimisation

Victimisation occurs when a person is treated less favourably than another because that person has, for example, asserted rights under any of the discrimination laws or has helped another person to assert such rights or given information to the relevant statutory body, or because it suspected that the person might do any of these things.

### 5. Harassment

Harassment occurs where on the grounds of gender, marital status, sexual orientation, race, ethnic origin, nationality, disability, religious belief or age, a person engages in unwanted conduct which has the purpose or effect of violating another person's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for him.

## 9.3 Implementation

The HR Manager and the Directors have responsibility for the effective implementation of this policy. However, we expect all of our employees to abide by this policy and help create an equality environment.

In order to implement this policy we will ensure that:

- The policy is communicated to all employees by the staff handbook.
- A statement of intent with regard to equality of opportunity is placed on all job advertisements and as far as possible made known to all job applicants.

- VSS Security will also ensure that the policy is circulated to any agencies responsible for our recruitment.
- The policy will be communicated to all private contractors reminding them of their responsibility towards the equality of opportunity.
- Directors, Managers and Supervisors are aware of their responsibilities and are given appropriate and regular training.
- Appropriate training and guidance will be provided on all induction programmes and management courses.
- Consultation will take place with all employee forums/representatives on the implementation of this policy and any amendments to practice.
- A system is set up to collect statistical data on the composition of our work force.
- Adequate resources are made available to fulfil the aims and objectives of this policy.

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.

## 9.4 Affirmative Action

Where appropriate, lawful positive action measures such as special encouragement in job advertisements or special training will be developed. Measures such as this are available to us in circumstances where there is an under-representation of a particular group in specific areas of work.

## 9.5 Monitoring and review

Progress on the implementation of this policy and associated training programmes will be monitored annually in consultation with employee forums/representatives. Consideration will be given, if necessary, to adjusting the policy to afford a greater equality of opportunities to all applicants and staff.

## 9.6 Complaints

1. Employees who believe they have suffered any form of discrimination, victimisation or harassment are entitled to raise the matter through the Company

Grievance Procedure. A copy of this procedure is available in the Staff Handbook.

2. All complaints of discrimination will be dealt with seriously, promptly and confidentially.
3. Every effort will be made to ensure that employees making complaints will not be victimised. Any complaint of victimisation will be dealt with seriously, promptly and confidentially.
4. Victimisation will result in disciplinary action and may lead to dismissal.

### 9.7 Responsibilities

All employees have a responsibility to accept their personal involvement in the practical application of this policy but specific responsibility falls upon managers, supervisors and staff provisionally involved in recruitment, employee administration and training.

## 10. HARASSMENT POLICY

Harassment pollutes the working environment and can have a devastating effect on the health, confidence, morale and performance of those affected by it. It may also have a damaging effect on other staff not themselves the object of unwanted behaviour who are witness to it or who have a knowledge of the behaviour. All staff are entitled to a working environment which respects their personal dignity and which is free from such objectionable conduct. Harassment is a disciplinary offence and incidents will be dealt with under the disciplinary procedure.

All employees have the right to be treated with dignity and respect by their colleagues and the Company is committed to providing a working environment free of harassment or intimidation.

To this end it is important that all employees should take careful note of the following:

- Any harassment, whether sexual, racial or on the grounds of disability, is unlawful.
- Harassment is any conduct related to sex, sexual orientation, marital status, age, race, colour, nationality, national or ethnic origin or disability which is unwanted by or offensive to the individual involved, or which causes the individual to feel threatened, humiliated or harassed or which interferes with the individual's performance, undermines their job security or creates a threatening

or intimidating work environment.

- Harassment is damaging to the individual and to the Company and will not be tolerated. It will be treated as a disciplinary offence and may in serious cases lead to dismissal.

### 10.1 Practice

All employees have a personal responsibility for applying the Company's policy and for behaving in a considerate and respectful way to each other and to our clients and suppliers.

Directors and those employees responsible for supervising others have the additional responsibility of informing their staff about this policy, and taking steps to eliminate any harassment of which they are aware.

Any employee who believes that he or she is being harassed should raise the matter promptly with their line manager. However, if for any reason this is not possible (or appropriate), guidance should be sought from the HR Department.

All complaints will be fully and promptly investigated and, where appropriate, follow-up action will be taken. No employee making a complaint of harassment in good faith will suffer any disadvantage.

Investigations will be carried out with sensitivity and with due respect for the rights of both the complainant and the alleged harasser. All those interviewed will be permitted to be accompanied by a colleague or representative of their trade union or professional organisation.

The importance of confidentiality will be stressed to all those interviewed and everyone will be strictly required not to discuss the complaint with colleagues or friends. Breach of confidentiality may give rise to disciplinary action.

The investigation will focus on the facts of the complaint. Notes will be kept of all stages of the investigation and those interviewed will receive notes of the interview to agree. Parties will not be required to repeat distressing or embarrassing details any more than is necessary.

Wherever possible, consideration will be given to ensuring that the complainant and the alleged harasser are not required to work together whilst the complaint is under investigation. Where it is not practicable to offer alternative duties to one or other party, the complainant will be given the option of remaining home on special leave if so desired.

The complainant will be kept informed of the general progress of the process of investigation and will be informed whether the complaint has been upheld and is to result in disciplinary action.

Where a complaint has been upheld, consideration will be given, wherever possible, to permitting the complainant to choose whether they wish to remain in their current post or to transfer. The Company will seek to ensure that the complainant is not in any way penalised whether directly or indirectly for bringing a complaint and the situation will be monitored to ensure that the harassment has stopped. In appropriate cases a complainant may be given additional leave at the discretion of the Human Resources Manager.

Even where a complaint is not upheld, for example where the evidence is inconclusive, consideration will be given to effecting arrangements which will enable the parties not to continue to work together against the wishes of either party.

Any complaint that is unfounded and not made in good faith, for example a malicious complaint, will be treated as a disciplinary offence.

Details of all formal complaints of harassment will be collated by the HR Manager. These will be annually reviewed by the Managing Director with a view to ensuring that every effective step has been taken to prevent harassment at work and to monitor the effectiveness of the complaints procedure.

## 10.2 ANTI-BULLYING POLICY

### 10.2.1 Purpose

As part of our commitment to the fairness, dignity and respect of each employee, any form of bullying will not be tolerated by this company. The aim of this Policy is to indicate what constitutes bullying and what action the company will take if it becomes necessary to deal with an offence of this nature.

### 10.2.2 Scope

This Policy is applicable to all employees (temporary and permanent) irrespective of length of service and includes clients and service personnel both inside and outside the work environment.

### 10.2.3 Policy

The company acknowledges the right of all employees to a workplace and environment free from any form of bullying. Every member of staff has an obligation to be aware of the effects of their own behaviour on others.

Any instances of bullying will be dealt with in an effective and efficient manner. In cases where the behavior is proved to be repeated and consistent, causing unnecessary stress and anxiety, this will

be considered gross misconduct. It is also possible that a single incident of bullying may constitute gross misconduct.

The company reserves the right to use the disciplinary procedure up to and including summary dismissal.

As part of this company's code of conduct, it is imperative that all staff and suppliers respect the dignity of every colleague. Please consider the multi-cultural beliefs of all of your colleagues regarding your code of conduct, with particular reference to remarks, dress code, posters, e-mails and anything which may cause offence on the grounds of a person's gender, marital status, race, religion, family status, age, sexual orientation or disability or to a member of the travelling community.

### 10.2.4 Definition

The Task Force on the Prevention of Workplace Bullying defines bullying as:

"Repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and / or in the course of employment, which could reasonably be regarded as undermining the individual's right to dignity at work. An isolated incident of the behavior described in this definition may be an affront to dignity at work but, as a one off is not considered to be bullying".

The following are examples of the types of behavior considered as bullying and are prohibited by the company:

#### Verbal Abuse

- Shouting or using aggressive or obscene language, in public or in private, to humiliate or intimidate.
- Making offensive comments about the same person regularly.
- Unfair and excessive criticism.
- Ridiculing the employee in front of other employees and individuals.
- Spreading false or malicious information about the individual around the organisation etc.
- Personal insults, name calling
- Threatening job loss for trivial errors

#### Non-Verbal Abuse

- Setting up a person to fail by overloading them with work or setting impossible deadlines.
- Withholding information and blaming the person for being ignorant.

- Ignoring, excluding and isolating a person.
- Blocking promotion.
- Threatening body language.
- Damaging personal belongings.
- Excessive monitoring.

#### **Physical Abuse**

- Bodily contact that 's abusive in nature
- Hitting.

The above list is not exhaustive and only serves as a guideline to employees. Each case will be taken in isolation and dealt with in the appropriate manner.

#### **10.2.5 Procedures for Dealing with Bullying**

##### **Informal Procedure**

An informal approach can often resolve difficult situations with the minimum of conflict and stress for the individuals involved. This in no way diminishes the issue of the effects on the individual.

If you feel you are being bullied you should attempt to explain to the bully that their behaviour is unacceptable. If you find it difficult to approach the bully alone then seek help and advice from the nominated contact person. He / she will listen, be supportive and explain the various options open to you.

You may ask the contact person to assist you with raising the issue with the alleged bully. The contact person will approach the alleged bully in a confidential, non-confrontational discussion to try to resolve the matter in a low-key manner.

If you decide to bypass the informal procedure, for whatever reason, and choose to go down the formal route then this will not reflect negatively on you in any way.

##### **Formal Procedure**

If the informal approach is not appropriate, or if after using the informal procedure, the bullying continues, then the formal procedure will be invoked.

A formal written complaint must be given to your Line Manager or a member of the management team. The complaint should only contain precise details of actual incidents of bullying. A letter will be sent to the alleged bully to inform him / her that a formal complaint has been made against them.

A copy of the complaint will be given to him / her and he / she will be given the opportunity to respond to the allegations.

An initial examination will be carried out by a designated, impartial member of management who will determine the appropriate course of action to be taken e.g. a mediated solution or attempt to resolve the situation informally. If these courses of action prove to be inappropriate or

inconclusive, then a formal investigation of the complaint will take place to determine the facts and credibility of the allegations.

##### **10.2.6 Investigation**

The investigation will be carried out by a designated member of the management team. The investigation will be thorough, objective and confidential. It will be conducted with sensitivity and respect for the rights of the complainant and the alleged bully.

The designated investigator will meet with the complainant, the alleged bully and any witnesses or other relevant persons individually. The purpose of these meetings is to establish the facts about the allegations and will be completely confidential.

The complainant and the alleged bully have the right to be accompanied by a work colleague or employee / trade union representative.

We will make every effort to carry out and complete the investigation as quickly as possible and within an agreed timeframe. When the investigation is complete, a written report will be submitted to management which will contain the findings of the investigation.

Both the complainant and the alleged bully will be given the opportunity to comment on the findings of the investigation before any action is decided by management.

The management will inform the complainant and the alleged bully, in writing, about the findings of the investigation.

##### **10.2.7 Outcome**

If it is decided that the complaint is well founded then a formal interview will be conducted with the alleged bully to determine an appropriate course of action. This may include counselling, monitoring or progressing the issue through disciplinary and grievance procedures.

The issue may be processed through industrial relations procedures if either party is unhappy with the outcome of our investigation.

## **11. ELECTRONIC COMMUNICATION POLICY**

### **11.1 E-mail**

The Company's and clients computer systems contain an e-mail facility which is intended to promote effective communication within the organization on matters relating to its business. The e-mail system should therefore be used for that purpose. Personal messages may be sent, but these should respect the primary purpose of the e-mail system. This means the e-mail system should not be used for spreading any message not connected with Company business, or for personal gain or in breach of any of the Company's standard employment policies on issues such as sexual harassment.

Messages sent on an e-mail system are to be written in accordance with the standards of any other form of written communication, and the content and language used in the message must be consistent with best Company practice. Messages should be concise and directed to

those individuals with a need to know. General messages to a wide group should only be used where necessary. E-mail communication should not replace letters of importance which, according to Company procedures, must be signed by a Director or Senior Manager.

Confidential information should not be sent externally by e-mail without express authority and unless the messages can be lawfully encrypted.

If in doubt as to the suitability for using e-mail ask your line manager.

### **11.2 Legal Action Against the Company**

Messages sent over an e-mail system can give rise to legal action against the Company. Claims of defamation, breach of confidentiality or contract could arise from a misuse of the system. It is therefore vital for e-mail messages to be treated like any other form of correspondence and, where necessary, hard copies to be retained. You are also reminded that messages are disclosable in any legal action commenced against the Company relevant to the issues set out in the E-mail.

### **11.3 The Company's Rights**

The Company reserves the right to retrieve the contents of messages for the purpose of monitoring whether the use of an e-mail system is legitimate, to find lost messages, or to retrieve messages lost due to computer failure, to assist in the investigations of wrongful acts, or to comply with any legal obligation.

The Company will not routinely monitor messages.

### **11.4 Security**

If you are given access to an e-mail system you are responsible for the security of your terminal and you must not allow the terminal to be used by an unauthorised person.

### **11.5 General Rules**

Should you receive an e-mail message which has been wrongly delivered to your e-mail address you should notify the sender of the message by redirecting the message to that person. Further, in the event the e-mail message contains confidential information, you must not disclose or use that confidential information. Should you receive an e-mail which contravenes this policy the e-mail should be brought to the attention of your line manager.

Any material received through incoming e-mail,

which would be considered as nonbusiness-like or sexually explicit or offensive should be deleted at once.

If any member of staff receives virus warnings they should take no action other than advising your line manager.

Misuse of the e-mail system in breach of this policy statement will be considered to be misconduct and will be dealt with within the framework of the Company's disciplinary procedure.

Misuse of the e-mail system by transmission of any material in any of the following categories will constitute gross misconduct;

- Defamatory
- Offensive or obscene
- Untrue or malicious
- Of a political nature
- In breach of copyright

### 11.6 Internet

All members of staff who have the Company's permission to access the world wide web during the course of their work can only use this facility for business.

Access for personal use such as booking or seeking information for holidays, shopping, etc. is not permitted, and any abuse will be subject to disciplinary action.

No orders may be placed through web site addresses unless this is an authorised method of dealing with the supplier.

No material may be printed or downloaded without the authorisation of your line manager. The unauthorised downloading or use of copyright information will be regarded as gross misconduct.

No member of staff may access any web site whatsoever, which is not business related using the Company's facilities. Accessing any material which might be regarded as sexually explicit or offensive on the grounds of race, sex or disability will be regarded as gross misconduct.

The Company reserves the right to check and keep a record of all log-ons and, in cases of abuse, disciplinary action and/or request for reimbursement of any cost will be taken.

It will be each employee's responsibility to ensure that their terminal or their log on is not used by an unauthorised person to gain access to the world wide web.

## 12. HEALTH AND SAFETY AT WORK

It is a condition of your employment that you comply with the Company's Health Safety policy and procedures at all times. Failure to do so will render you liable to disciplinary action. You should familiarise yourself with the Company's Health & Safety Policy and the organisation and arrangement for fulfilling that policy. You must report to your line manager all potential hazards, dangerous occurrences or accidents and co-operate with any investigations into accidents or dangerous occurrences. Suggestions on improving 'Health, Safety and Welfare' are welcome and should be put in writing to the Compliance Department.

VSS aims, so far as is reasonably practicable, to ensure the health, safety and welfare of all employees in compliance with the Health & Safety at Work Act 1974 and any subsequent revisions to this.

To this end, the Company will:

- Provide on request any member of staff with a copy of the Company Health and Safety Policy.
- Provide safe equipment and systems of work. Inspect equipment and premises at regular intervals.
- Make arrangements for the safe use, handling, storage and transport of articles and equipment, and provide training where appropriate.
- Investigate accidents or dangerous occurrences, and ensure remedial action is taken where necessary.
- Provide, where appropriate, protective clothing and equipment and ensure it is used correctly.
- Monitor the effectiveness of this policy.
- Consult with Health and Safety representatives.
- Respond where appropriate to Health and Safety matters raised by staff and ensure that all unacceptable risks identified in the risk assessment are eliminated.
- Review the policy annually and revise when necessary and bring to the attention of all staff, by way of notice boards, any changes.
- Inform all members of staff of their health and safety representative.

The Company's objective is to obtain the co-operation of all staff in implementing this policy. The Company expects all staff to familiarise themselves with the organisation and arrangements for carrying out the policy and be aware of their responsibilities. Non-compliance may result in disciplinary action being taken.

### 13. PUBLIC INTEREST DISCLOSURE POLICY

The Company at all times conducts its business with the highest standards of integrity and honesty. It expects all employees to maintain the same standards in everything they do. Employees are therefore encouraged to report any wrongdoing by the Company or its employees that falls short of these business principles.

The Public Interest Disclosure Act 1998 protects employees who report wrongdoing within the workplace but it is the aim of this policy to ensure that as far as possible our employees are able to tell us about any wrongdoing at work which they believe has occurred or is likely to occur.

We recognise that employees may not always feel comfortable about discussing their concerns internally, especially if they believe that the Company itself is responsible for the wrongdoing. The aim of this policy is to ensure that employees are confident that they can raise any matter with the Company that concerns them in the knowledge that it will be taken seriously treated as confidential and that no action will be taken against them.

You are encouraged to use the procedure set out below if you have any concerns at all about wrongdoing at work, including any criminal offence, a failure to comply with legal obligations, a miscarriage of justice, a Health and Safety danger, an environmental risk or a concealment of any of these.

#### 13.1 Procedure

If appropriate, discuss the matter with your line manager in the first instance.

An informal approach to a line manager will be treated as completely confidential and will not result in any report to anyone within the Company unless you agree.

If the matter requires further investigation, such an investigation will be carried out and you will be informed of the outcome of the investigations and what, if any, action has been taken.

If you remain unhappy about the speed or conduct of the investigation or the way in which the matter has been resolved, you should refer the matter straight to a Director. When they have investigated your complaint they will tell you the result of the investigation and what, if any, action has been taken.

The Company undertakes that no employee who

makes a bona fide report under this procedure will be subjected to any detriment as a result, in accordance with section 47b of the Employment Rights Act 1996. In the event that you believe you are being subjected to a detriment by any person within the Company as a result of your decision to invoke the procedure, you must inform your line manager immediately and appropriate action will be taken to protect you from any reprisals.

If it should become clear that the procedure has not been invoked in good faith, for example, for malicious reasons or to pursue a personal grudge against another employee, this will constitute misconduct and will be dealt with in accordance with the terms of the Company's disciplinary procedure.

The Company is keen to hear of any concerns that employees may have about wrongdoing at work and encourages them to use the procedure described above wherever possible.

The Company recognises there may be matters that cannot be dealt with internally and external authorities will need to become involved. Where this is necessary the Company reserves the right to make such a referral without your consent.

### 14. QUALITY MANAGEMENT SYSTEM

The Company operates a written Quality Management System.

The VSS Security Quality Policy, current at the time of printing this handbook, states:

"It is the policy of VSS Limited and its officers and employees to provide products and services which conform to the requirements of clients. To this end on-time delivery and professional service form the centre of our efficiency aim. Our reputation is very important to us and as such we are fully committed to achieving a high standard of excellence at both a personal and corporate level. We firmly believe in continued growth and strive to achieve this as part of commitment to continual improvement in quality as an integral part of our operations. This can only be achieved by whole corporate involvement, and as such responsibility for quality rests with everybody in the organisation".

"To this ends the Quality Management System is made available to all staff. Their individual responsibilities to quality are defined in the organisational chart and this is audited by both the Quality Manager and the Internal Quality Auditor".

"The objectives of the Quality Management

System are:

- a) to maintain compliance with ISO 9001 by implementation of the Procedures Manual, which forms part of this Quality Management System.
- b) at all times to create a work ethos which achieves and maintains a level of quality that maintains current clients' perception of excellence and increases the Company's reputation.
- c) to ensure compliance with statutory and safety requirements at all times.
- d) take every step to maximize client satisfaction".

**N.B. The terms and descriptions used in this Manual are generally defined within ISO 9001:2015 quality standard documentation.**

## 15. Document Revision History

31 <sup>st</sup> March 2009	Issue 1	Initial Document
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8 <sup>th</sup> June 2010	Issue 1	Annual Review
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19 <sup>th</sup> June 2012	Issue 2	Annual Review and Section 2.12 Retirement amended according to new legislation
11 <sup>th</sup> May 2013	Issue 3	Annual Review
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13 <sup>th</sup> May 2022	Issue 12	Annual Review
13 <sup>TH</sup> July 2022	Issue 13	Isms amendment
13 <sup>th</sup> of May 2023	Issue 14	Annual Review
4 <sup>th</sup> Jun 2024	Issue 15	Annual Review and Section amended with additional information.
04 <sup>th</sup> Feb 2025	Issue 16	Hange of Logo

