ics Accounting

ICS PEOple HANDBOOK



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Introduction

ICS PEOple Employee Handbook

Welcome to ICS PEOple ("ICS"). We are delighted that you have chosen to work with us.

Status Of Documents

This handbook contains important information regarding the terms and conditions of your employment and ICS Umbrella's supplementary policies, which together with your employment contract, any assignment schedule (when supplied) and amendments that may be issued from time to time, constitutes the basis of your employment. Please read these documents carefully, and if you have any questions do not hesitate to raise them with your contact within ICS Umbrella.

The policies in this handbook may be amended, modified, deleted, or otherwise changed by ICS Umbrella without prior notice and in accordance with the needs of the business. Such amendments will be available on the document hub and any such amendments take effect from the date of the change.

In general, the terms and conditions contained in this handbook apply to all employees. Where there is a difference between the terms and conditions specified in your assignment summary or employment contract and this handbook, your own employment contract will apply.

Please note that where there is ever a conflict, issue or general grievance at the Client site, you must also inform ICS so that we are aware of this.
You should also inform ICS if you wish to make any amendments whilst on Assignment, including a request for reasonable adjustments.

This handbook supersedes and replaces all prior employee handbooks, policies and procedures. If an employee has any questions about any of the policies or procedures in this handbook, please consult your contact at ICS Umbrella.

For the avoidance of doubt, the policies contained in this handbook are non-contractual unless otherwise stated.

It is important to note that whilst you are required to follow ICS Umbrella's policies, we respect that the time you are working is spent on Client sites and therefore it is important to follow client policies. Should you find that the Client does not have policies in place (for example health and safety), you have a duty to inform us of this.

You are expected to familiarise yourself with these policies and to abide by the rules and instructions contained in this document. It is your responsibility to request guidance or further

information (if required) to enable policies, rules, procedures and instructions to be complied with.

Definitions

Assignment: the period during which you are assigned to provide services to the Client by ICS.

Client: the customer organisation to whom you are assigned to work in respect of an Assignment.

Group Company: ICS, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time.

ICS Umbrella Contact: Your dedicated team or contact at ICS.

Conduct and Standards

Conduct Standards

Whilst on assignment you must:

- maintain satisfactory standards of performance at work
- comply with all reasonable management instructions
- co-operate fully with your colleagues and with management
- ensure the maintenance of acceptable standards of politeness and professionalism
- Comply with the end client/agency's policy regarding dress code
- behave in a respectful, professional and polite manner at all times
- take all necessary steps to safeguard the ICS Umbrella, the agency/end clients and professional image and preserve positive relationships with all persons and organisations connected to the assignment.
- ensure that you behave in a way that does not constitute unlawful discrimination
- comply with the end client/agency's Policies and Procedures

Gross Misconduct

Set out below are details of behaviour that the Company views as gross misconduct, which is likely to result in dismissal without notice. This list is not exhaustive.
Such behaviour includes:

· theft, dishonesty or fraud
· deliberate recording of incorrect working hours
· unauthorised absence
· sleeping during working hours
· assault, acts of violence, or aggression or intimidatory conduct
· unauthorised use of the client/agency's assets and equipment
· sexual harassment, harassment or bullying
· unacceptable use of obscene or abusive language
· possession, custody , or use of or being under the influence of non-medicinal illegal drugs or alcohol or during working hours
· unauthorised or inappropriate use of email, internet and/or computer systems

- serious insubordination
- serious or gross negligence
- falsification of records ,including those relating to obtaining employment
- unlawful discrimination, including acts of indecency or harassment
- refusal to carry out reasonable management instructions
- gambling, bribery or corruption
- serious breach of health and safety policies and procedures
- breach of confidentiality, including the unauthorised disclosure of Company information to the media or any other party
- unauthorised accessing or use of computer data
- unauthorised copying of computer software

Absence From Work Statement

The purpose of this policy is to ensure that employees who are genuinely unwell are treated fairly and consistently.

The policy sets out procedures for reporting, absence, sickness absence and for ICS' management of short-term and long-term absence. Any absences that are disability-related will be managed in accordance with relevant legislation and related codes of practice.

If you need time off for any reason, you should request this as far in advance as possible.

- You must notify the ICS Umbrella and the Client as soon as possible of your absence.

If you are absent from your assignment the following rules apply:

- You must notify ICS Umbrella and the Client prior to the commencement of your assignment on that day, or as soon as possible, to explain the reason for your absence as far as reasonably practicable, notice should be made by you and not by someone on your behalf, unless you are seriously incapacitated.
- In the event of a delay the details as to why you will be delayed.
- ICS Umbrella reserves the right to deduct an appropriate amount from your salary if it finds the explanation for your absence unsatisfactory.
- Repeated or prolonged absences of any kind may result in disciplinary action.

If you are absent from work due to sickness or injury the following rules apply:

- You must notify ICS Umbrella and the Client by telephone to give details of your absence prior to the commencement of your assignment, or as soon as possible, on the first day of your absence. You must state the reason for absence and the date on which you expect to return. As far as reasonably practical, notice should be made by you and not by someone on your behalf, unless you are seriously incapacitated.

- You must comply with the absence policy requirements of the Client and follow their absence reporting policy where one has been provided.
- A self-certification certificate must be completed by you and returned to ICS Umbrella on the day of your return to work to cover all periods of absence up to and including seven days. You must ensure that this document is completed fully and dated.
- If your absence lasts more than seven calendar days, you must forward a medical certificate, completed by a medical practitioner, to ICS Umbrella and the Client in order to cover the absence.

If the absence is not covered by a medical certificate, you should contact ICS and/or the Client daily to update them regarding an anticipated return. You should provide the reason for your absence, an estimate of how long you expect to be off work, a telephone number by which you can be contacted.

It is essential that you keep ICS and the Client updated on the reasons for your continued absence and its estimated duration.

Failure to supply the necessary certificates may result in non- payment of sick pay and the absence will be classed as unauthorised. Unauthorised absence will not be subject to pay.
You should contact ICS Umbrella and the end Client prior to the expiry of a medical certificate if you continue to be unwell. In addition, a further medical certificate should be submitted immediately on the expiry of a previous certificate.

Failure to contact ICS or submit a medical certificate at this time may result in the interim absence being classed as unauthorised. ICS may make reasonable contract with you during periods of medically certified absence.

Procedure for return to work

You should contact the Client and ICS Umbrella as soon as you become aware of your intended return date. If this date changes, you should update both parties immediately.

Breach of any of the absence reporting procedures detailed, including those relating to the notification of absence or provision of a medical certificate, may result in disciplinary action.

Statutory sick pay

Provided you comply with the above-mentioned notification procedures and your earnings are high enough to trigger an entitlement to statutory sick pay (SSP) and you meet the qualifying conditions you will be paid SSP in accordance with current legislation and at the current rate.

A qualifying day for the purpose of SSP is a day falling within Monday to Sunday (inclusive). You will not qualify for SSP if you have received the maximum amount of SSP (28 weeks) or are receiving statutory maternity.

You do not qualify for SSP for any days when you are sick during periods of paid holiday.

Requests to substitute sick leave for booked holiday will not be granted.

A medical certificate must support any absence from work immediately preceding or subsequent to holiday.

When you are off sick, particularly for longer periods, you must remember to stay in touch with ICS Umbrella and the Client, keeping us informed about your sickness absence. The company may make reasonable contact with you during periods of medically certified absence.

Medical report

It may be necessary for the company to obtain a medical report during the course of your employment in order to gather further information about your medical condition(s), its probable effect on your future attendance at work, your ability to do your job and whether there are any reasonable adjustments to be made, if appropriate.

Although you have the statutory right to withhold your consent to the company to approach your GP or consultant for a medical report, if you do choose to withhold your consent to our application, the company may need to assess your state of health and its impact on your continued employment without the benefit of professional medical advice.

We reserve the right to have you examined by a doctor of our choosing to report to us at our own expense. The company will be entitled to receive any report produced in connection with any such examination, and the company may discuss the contents of the report with the doctor in question. You will be informed of your legal rights in the event of such a request being made by the company.

Upon receipt of a medical report, we will meet with you further to discuss the report and any implications arising from it. We would consider what support we could offer and any reasonable adjustments that could be made.

Jury Service

You are entitled to time off work for jury service. You should notify ICS Umbrella and the Client immediately on receipt of the jury summons, giving full details.

You will not normally be paid for this time off, and you are advised to claim the expenses to which you are entitled from the court. These will typically include compensation for loss of earnings.

The following policies are supplementary to your terms of employment with ICS Umbrella. For the avoidance of doubt, these policies are non-contractual unless otherwise stated.

Time off for religious observance

You should make any requests for time off for religious observance to the client as early as possible. You have no legal or contractual right to religious leave or time off to pray.

Bereavement Leave

There is no statutory right to paid time off work following most bereavements.
For information on parental bereavement leave please refer to the policy outlined further in the document. If you have questions regarding bereavement leave, please contact ICS.

Anti Bribery and Corruption

What this policy covers

It is ICS Umbrella's policy to conduct all of our business in an honest and ethical manner. ICS Umbrella will not tolerate any acts of bribery and corruption and is committed to acting professionally and ethically in all our business dealings and relationships, wherever we operate, and we are committed to implementing and enforcing effective systems to counter bribery.

The purpose of this policy is to ensure that employees are aware of their duties towards ICS Umbrella and to report and help to prevent any acts of bribery across the organisation. You must also follow any ant bribery and corruption policy's that are in place with the client you are working. If the client does not have a policy then you have a duty to report any concerns to ICS Umbrella as detailed within this policy.

This policy applies to all individuals working at all levels and grades, any references to "third parties", means any individual or organisation you come into contact with during the course of your work for ICS Umbrella , and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

What is bribery?

Bribery is, in the conduct of the Organisation's business, the offering or accepting of any gift, loan, payment, reward or advantage for personal gain as an encouragement to do something which is dishonest, illegal or a breach of trust.
A bribe is an inducement or reward offered, promised or provided in order to gain a commercial, contractual, regulatory, or personal advantage.

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

It is also an offence in the UK for an employee or an associated person to bribe another person in the course of doing business intending either to obtain or retain business, or to obtain or retain an advantage in the conduct of business, for ICS Umbrella . ICS Umbrella can be liable for this offence where it has failed to prevent such bribery by associated persons. As well as an unlimited fine, it could suffer substantial reputational damage.

Offences

The Bribery Act 2010 contains two general offences covering the offering, promising or giving of a bribe ("active" bribery) and the requesting, agreeing to receive or accepting of a bribe ("passive" bribery). The Act also introduces a new form of corporate liability for failing to prevent bribery on behalf of a commercial organisation.

It is an offence in the UK to:

- offer, promise or give a financial or other advantage to another person (i.e. bribe a person), whether within the UK or abroad, with the intention of inducing or rewarding improper conduct
- request, agree to receive or accept a financial or other advantage (i.e. receive a bribe) for or in relation to improper conduct
- bribe a foreign public official.

It is also an offence in the UK for an employee or an associated person to bribe another person in the course of doing business intending either to obtain or retain business, or to obtain or retain an advantage in the conduct of business, for the Company.

An individual who is found to have committed an offence of bribery can be imprisoned for a term of up to ten years, and ICS Umbrella could face an unlimited fine for any bribery related offences committed by a person associated with us.

The implications for ICS Umbrella are very serious; for example, we could be excluded from tendering for public contracts and could suffer inevitable damage to our reputation. We therefore take our responsibilities in this regard very seriously.

All employees are required to comply with the procedures which the ICS Umbrella has put in place to prevent persons associated with us from committing acts of bribery and corruption.

All employees and associated persons are required to:

- comply with any anti-bribery and anti-corruption legislation that applies in any jurisdiction in any part of the world in which they might be expected to conduct business
- act honestly, responsibly and with integrity
- safeguard and uphold the ICS Umbrella's core values by operating in an ethical,
- professional and lawful manner at all times.

Gifts, Hospitality, Promotional, and other Business Expenditure

The giving or receipt of gifts is not prohibited, if the following requirements are met:

- it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- it complies with local law;
- it is given in ICS Umbrella's name, not in your name;
- it does not include cash or a cash equivalent (such as gift certificates or vouchers);

- it is appropriate in the circumstances, for example, it is often customary for small gifts to be given at Christmas time;
- taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time;
- it is given openly, not secretly; and
- gifts should not be offered to, or accepted from, government officials or representatives, or politicians or political parties, without the prior approval of a Senior Manager.

In all circumstances, the test to be applied is whether, the gift or hospitality is reasonable and justifiable.

It is not acceptable for you (or someone on your behalf) to:

- give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;
- accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;
- accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by ICS Umbrella in return;
- threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
- engage in any activity that might lead to a breach of this policy.

Facilitation payments

We do not make, and will not accept, facilitation payments or "kickbacks" of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official.

If you are asked to make a payment on ICS Umbrella's behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with your ICS Umbrella and the Client if applicable.

Kickbacks are typically payments made in return for a business favour or advantage. All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

Recording the receipt and giving of gifts

You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to review.

You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness.

You must ensure that you read, understand and comply with this policy.

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.

Reporting a concern

You must notify ICS Umbrella as soon as possible if you believe or suspect that a conflict with this policy has occurred or may occur in the future. For example, if a third party, client or potential client offers you something to gain a business advantage with ICS Umbrella or indicates to you that a gift or payment is required to secure their business.

Any employee who breaches this policy will face disciplinary action, which could result in the employee's dismissal for gross misconduct.

You are encouraged to raise concerns about any issue or suspicion at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with ICS Umbrella and the client if applicable. Concerns should be reported by following the procedure set out in the ICS Umbrella's Whistle blowing Policy.

It is important that you notify the your ICS Umbrella and the Client if applicable as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity.

Confidential and safe reporting procedures

Employees who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy.

ICS Umbrella is committed to ensuring that no one suffers any detrimental treatment as a result of raising any concerns under this policy. If you believe that you have suffered any such treatment, you should inform ICS Umbrella immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

ICS Umbrella has a Our zero-tolerance approach to bribery and corruption this is applicable throughout the supply chain. to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

The Managing Director has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

Conduct and Standards

This policy details the main standards of behaviour that you need to adhere to whilst on assignment and also details the behaviours that ICS Umbrella would normally regard as gross misconduct. The standards of behaviour and the details of gross misconduct listed in this policy should not be considered exhaustive.

Your duties and responsibilities

You are under a duty to comply with the standards of behaviour required by ICS Umbrella agree to work in a loyal, professional and trustworthy manner. You will be expected to observe and comply with the Client's internal policies and procedures regarding standards of behaviour failure to do so may result in disciplinary action being taken against you.

Attendance and Timekeeping

You must:

- comply with the rules relating to notification of absence as per the Absence procedure and request a copy of the clients procedure for absence notification.
- arrive for your assignment, ready to start work at your contracted starting time
- remain on assignment until your contracted finishing time
- obtain authorisation from the client if for any reason you wish to arrive later or leave earlier than your agreed normal start and finish times
- fulfil the hours of work as specified for your assignment whether working on clients premises or remotely.

Breach of this policy

A breach of standards of behaviour is likely to result in disciplinary action being taken.

Gross Misconduct

Set out below are details of behaviour that the Company views as gross misconduct, which is likely to result in dismissal without notice. This list is not exhaustive. Such behaviour includes:

- theft, dishonesty or fraud
- deliberate recording of incorrect working hours
- unauthorised absence
- sleeping during working hours

- assault, acts of violence or aggression
- bullying
- unacceptable use of obscene or abusive language
- possession or use of or being under the influence of non-medicinal drugs or alcohol on an assignment
- wilful damage to Clients or third-party property
- serious insubordination
- serious or gross negligence
- bringing ICS Umbrella into disrepute
- falsification of records or documents, including those relating to obtaining employment
- unlawful discrimination, including acts of indecency or harassment
- Sexual harassment
- refusal to carry out reasonable management instructions whilst on assignment
- gambling, bribery or corruption
- serious breach of health and safety policies and procedures
- breach of confidentiality
- unauthorised accessing or use of Clients computer data
- unauthorised copying of Clients computer software

Conduct Standards

Whilst on assignment to must:

- maintain satisfactory standards of performance at work
- comply with all reasonable management instructions
- co-operate fully with your colleagues and with management
- ensure the maintenance of acceptable standards of politeness and professionalism
- Comply with the end client/agency's policy regarding dress code
- Behave in a respectful, professional and polite manner at all times
- take all necessary steps to safeguard the ICS Umbrella, the agency/end clients and professional image and preserve positive relationships with all persons and organisations connected to the assignment.
- ensure that you behave in a way that does not constitute unlawful discrimination comply with the end client/agency's Policies and Procedures

Confidentiality

You must keep confidential, except as required by law, both during your employment and at any time after its termination, all information gained in the course of your employment about ICS Umbrella and that of all persons and organisations connected to ICS Umbrella.

Conduct while representing ICS Umbrella

As a general rule, behaviour outside of normal working hours is a personal matter and does not directly concern the ICS Umbrella. However, there are some exceptions to this rule. ICS Umbrella will become involved when incidents occur:

- at office parties or other work-related social occasions or gatherings
- at social occasions or gatherings organised by a third party, where you have been invited in your capacity as an employee
- at assignment related conferences, Networking events and training courses
- while working away on business on behalf of ICS Umbrella

On these occasions you are expected to behave in an appropriate and responsible manner, keeping in mind that you are representing the ICS Umbrella.

Offensive, abusive, inappropriate language or behaviour will not be tolerated at any time and will be dealt with in accordance with the disciplinary procedures.

Employees are expected to drink responsibly if consuming alcohol and always within legal limits if driving. The use of illegal drugs while on an assignment is strictly forbidden.

Any employee whose conduct brings ICS Umbrella into disrepute will be subject to disciplinary procedure. Such behaviour may be viewed as a gross misconduct offence and could render the employee liable to disciplinary action up to and including dismissal without notice.

Equality, Diversity & Inclusion Policy

ICS Umbrella operates a policy of providing equal opportunities in recruitment and recognises the benefits of a diverse workforce and having regard to the individual's aptitudes and abilities.

The Company will seek to promote the principles of equality, diversion and inclusion in all its dealings with employees, workers, job applicants, clients, customers, suppliers, contractors, recruitment agencies and the public.

ICS Umbrella aims to ensure that no employee or job applicant is subject to unlawful discrimination, either directly or indirectly, on the grounds of gender, gender reassignment, race (including colour, nationality and ethnic origin), disability, having a neurodivergent condition,, sexual orientation, marital status, part-time status, age, religion or belief, political belief or affiliation or trade union membership.

ICS Umbrella is committed to the promotion of equal opportunities and to ensure that the human resources, talent and skills of all employees are maximised. Our policy is to treat all employees with respect and dignity and to ensure that decisions are taken without reference to irrelevant or discriminatory criteria.

ICS Umbrella will take every possible step to ensure that decisions on recruitment, selection, conditions of work, pay and benefits, management and every other aspect of employment are justifiable and based solely on objective criteria.

There may be circumstances where ICS Umbrella has a legal duty to ensure that a job holder is of a specified gender or where health and safety requirements apply. In these instances, ICS Umbrella will follow the provisions in the legislation.

ICS Umbrella will ensure that the policy is communicated to all employees and made known to job applicants.

Employment Practices
ICS Umbrella states its wholehearted support for the principles and practices of equal opportunities and recognises that it is the duty of all employees to accept their personal responsibility for fostering a fully integrated community at work by adhering to the principles of equal opportunity.

ICS Umbrella aims to ensure that no employee or job applicant is subject to unlawful discrimination, either directly or indirectly, on the grounds of gender, gender reassignment, race (including colour, nationality and ethnic origin), disability, having a neurodivergent condition, sexual orientation, marital status, part- time status, age, religion or belief, political belief or affiliation or trade union membership.

ICS Umbrella will actively promote equal opportunities throughout the organisation through the application of employment policies, which will ensure that individuals receive treatment that is fair and equitable and consistent with their relevant aptitudes, potential, skills and abilities. All Managers and supervisors will seek to ensure that all employees comply with these principles.

ICS Umbrella will ensure that individuals are recruited and selected, on objective criteria having regard to the relevant aptitudes, potential, skills and abilities. In particular no applicant will be placed at a disadvantage by requirements or conditions which are not necessary to the performance of the job or which constitute indirect unfair discrimination.

Equal opportunities practice is developing constantly as social attitudes and legislation change. ICS will review all policies and implement necessary changes where these could improve equality of opportunity.

Making the Policy Work Each employee has personal responsibility for the practical application of this policy and to ensure that ICS Umbrella achieves its equality objectives. The successful implementation of this policy depends on everyone treating each other with the respect and dignity they would rightly expect from others.

All employees must fully understand and comprehend how this policy will affect them.

When on assignment or representing ICS you must abide by the following when carrying out your duties:

- ensure that you are always presenting the best of yourself at work and in supporting your colleagues so that we encourage an engaged, welcoming and committed workplace which realises the potential of all involved
- be receptive and open to differences and where appropriate challenge your own thinking to ensure you do not fall foul of making assumptions about colleagues and/or clients who may be different to you

- understand the full breadth of the negative impact discrimination of any kind can have on the Company, our clients and your colleagues
- follow the appropriate channels to challenge behaviours that are not inclusive and comply with any end client agency's polices regard equal opportunities, diversity and inclusion.
- ensure that the Company's Equality, Diversity and Inclusion Policy is at the forefront of your mind when dealing with clients in order to respect their differences so that you represent the Company in the correct light.

Complaints of discrimination

ICS will treat seriously all complaints of discrimination made by employees, clients, customers, suppliers, contractors or other third parties and will take action where appropriate.

Everyone is responsible for the promotion and advancement of this policy. Behaviour, action or words that breach the policy will not be tolerated and could be deemed an act of discrimination.

If you believe that you have been discriminated against, you are encouraged to raise the matter as soon as possible with ICS and the Client and follow the Grievance Procedure (outlined elsewhere in the Employee Handbook).

Allegations regarding potential breaches of this policy will be treated in confidence and investigated thoroughly. If you make an allegation of discrimination, the Company is committed to ensuring that you are protected from victimisation, harassment or less favourable treatment. Any such incidents will be dealt with under the Company's Disciplinary Procedures(or other such appropriate measures where the Disciplinary Procedure does not apply).

Investigating accusations of unlawful discrimination

If you are accused of unlawful discrimination, the Company will investigate the matter fully.

During the course of the investigation, you will be given the opportunity to respond to the allegation and provide an explanation of your actions.

If the investigation concludes that the claim is false or malicious, the complainant may be subject to disciplinary action.

If the investigation concludes that your actions amount to unlawful discrimination, you will be subject to disciplinary action, up to and including dismissal without notice for gross misconduct.

Health And Safety Policy

Purpose
ICS Umbrella health and safety policy is designed to promote and encourage the highest standards of health and safety at work in all of its operations. It is the duty of ICS Umbrella and ICS Umbrella undertakes to ensure, so far as reasonably practicable, the health, safety and welfare of its employees at work.

It is ICS Umbrella's policy to make sure that health and safety provision is made for the employees it supplies to Clients. To achieve this, it is necessary to obtain the full support from every employee of ICS Umbrella as well as all Clients.

ICS Umbrella undertakes to:

- Request employees and Clients to co-operate with ICS Umbrella and with each other in order to promote safety and reduce hazards
- Request that Client's provide details of specialist skills or qualifications required to carry out any particular assignment together with relevant health and safety information
- Pass to employees all information provided by the Client on health and safety issues connected with the assignment
- Require employees to adhere to the Client's health & safety policies at all times whilst on assignment.

You have a duty to:

- Comply with all safety instructions and directions issued by ICS Umbrella and the Client and take reasonable care for your own health and safety and the health and
- Safety of other people who may be affected by your actions.
- Assess risks to your own health and safety to which you are exposed at work
- Stop working immediately if you consider that your working environment is unsafe and immediately report the matter to the Client and ICS Umbrella
- Work in a safe manner taking all reasonable steps to safeguard your own safety and that of any persons who may be affected by your actions
- Report incidents that have or may lead to accident or injury to the Client's health and safety representative and to ICS Umbrella
- Co-operate in any investigation and report on all accidents or incidents that may cause or lead to injury.
- Report any shortcomings in the Client's arrangements for health and safety to ICS Umbrella
- Co-operate with the Client on health and safety matters and ensure that you observe all health and safety instructions and regulations from the Client;
- Wear (and request if you consider it necessary) any protective clothing and use any safety equipment that has been provided in order to carry out any assignment;
- Request a copy of the Client's health and safety policy prior to starting nay assignment and ensure that you read and understand such policy;
- Observe and comply with the Client's health and safety policy at all times.

If the Clients polices and procedures allow you to work at home you have a duty to ensure, in so far as is reasonably practicable, that you work in a safe manner and that you follow all health and safety instructions issued by the Client from time to time. If no Client policy is available, you must inform ICS Umbrella immediately.

Any failure to comply with any aspect of ICS Umbrella's or the Client's health and safety procedures, rules or duties or any improper interference with any health and safety equipment will be regarded as misconduct and will be dealt with under ICS Umbrella's disciplinary procedure.

Serious breaches or blatant disregard of health and safety procedures will be regarded as gross misconduct for which the appropriate penalty is summary dismissal.

Clients have a duty to:

- Treat all of ICS Umbrella's employees as they would their own employees for all health and safety matters and ensure that there is a safe system of work at all times
- Provide ICS Umbrella with information on special qualifications or skills which each employee of ICS Umbrella will need and on special features of work insofar as they are likely to affect the health and safety of ICS Umbrella employees
- Co-operate and co-ordinate with ICS Umbrella employees on health and safety matters.
- Provide ICS Umbrella employees with information on health and safety risks and measures.
- Make available to ICS Umbrella employees safety equipment and protective clothing as necessary for the job to be undertaken and ensure its use.
- Tell ICS Umbrella's employees the name of their health and safety representative.
- Record any accidents or injuries in their accident record book and report to the health & safety executive where applicable
- Executive in accordance with current requirements.
- Assess health and safety risks and record the result of the assessment.

First Aid / Accidents

All accidents, no matter how small, must be reported to the Client's designated health and safety representative and to ICS Umbrella. All accidents and dangerous occurrences must be reported and recorded in the Client's accident book giving full details of the accident or incident and follow the Client's accident policy if one is available. If you have an accident, ensure that you receive first aid treatment immediately.

Fire

You must ensure that you are fully conversant with and comply with the fire and other emergency procedures and take part in all drills as organised/notified by ICS Umbrella and/or the Client. You must ensure that you do not render any fire escape or fire escape routes at the site unavailable for emergency use, not cause any obstruction at any time to any staircases, passages, walkways, entrances and exits or any other part of the site.

If you require further guidance, you should contact ICS Umbrella or the Client to whom you are assigned on any particular assignment.

At the commencement of each assignment, you should make sure that you know:

- How to raise the fire alarm.
- The fire evacuation procedure
- The location of fire extinguishers and how to use them.
- The whereabouts of all fire exits.
- The fire representative for your area of work

Computers

When using computers, you should sit directly facing the screen and keyboard. You should make sure that the screen is clean and that the focus, brightness, contrasts etc is adjusted to given the best picture quality. Your seating position is also important, and this means having your back supported and as near to vertical as possible. You will be required to adhere to any DSE requirements or assessments of the Client.

Any computer systems and software and their contents belong to the Client, and they are intended for business purposes only.

The Clients and or ICS Umbrella's computer systems and software and their contents belong to ICS Umbrella and/or the Client and they are intended for business purposes only. Any personal use must be in line with the Clients policies and procedures, and you should not expect any right to privacy when using equipment provided by the Client and or ICS Umbrella.

ICS and the Client at its absolute discretion, may prohibit personal use of the Company's systems. If your job involves a lot of input into your computer, you should attempt to break up intervals of computer use by alternating it with other tasks. If you work with a visual display unit, you are entitled to regular eye tests.

If you feel that you are having health problems associated with the use of your computer, you should in the first instance discuss with the Client. If problems persist, you will need to make contact with ICS Umbrella.

You will required to comply with the Client's policies relating to computers and there use at all times. This includes not downloading anything onto a Client's equipment or systems without their express prior written permission.

On termination of your assignment you must return property to the client. This includes but is not limited to, laptops, mobile telephones, Company vehicles, documents (however stored) or any other items belonging to the Company.

Eye Tests

If you are a regular user of visual display units and require an eye test, then ICS Umbrella will reimburse up to £30.00 for the cost of an eye test.

ICS Umbrella will not pay for any costs related to the purchase of glasses unless they are specifically for DSE use. Where an ordinary prescription is suitable ICS Umbrella will not pay for any costs relating to the purchase of glasses.

ICS Umbrella will pay for standard lenses and frames up to £30.00 where a specific prescription is required for the distance the screen is viewed at.

If you feel that you are having health problems associated with the use of your computer you should in the first instance discuss with the Client. If problems persist, you will need to make contact with ICS Umbrella.

Electricity

The main risks from electricity are electric shocks and fires.

The risk of electrical shocks and electrical fires can be reduced by:

- Not overloading sockets.
- Ensure you how to use the electrical equipment safely.
- Keeping electrical equipment well maintained and cable and flex in good repair.
- Not repairing or adjusting electrical appliances when they are switched on or connected to mains supply.
- Never touching light switches or electrical appliances with wet hands.
- The repair and maintenance of electrical appliances is a job for an expert.
- Making sure anyone working with electricity has sufficient skills, knowledge and experience to do so.

Changes to this policy

Any change to this policy will be notified to you by way of notices placed on ICS' umbrella's website. It is your duty to familiarise yourself with the policy and implement any such changes.

Carer's Leave

ICS recognises that employees may need to take unpaid leave from work to provide or arrange care for their dependants with long-term care needs.

This policy outlines the qualifying conditions and the procedure to request Carer's Leave.

It also sets out how and when the leave can be taken and provides information on your contractual rights in relation to Carer's Leave.

If you meet the qualifying conditions set out below, you are entitled to take the relevant Carer's Leave for dependants with long-term care needs.

ICS will consider all requests for Carer's Leave; however, you must be aware that Carer's Leave can only be authorised at times when this does not unduly disrupt the operational needs of your assignment.

Your entitlements

Qualifying conditions
In order to qualify for Carer's Leave you must also have a dependant with a long-term care need.

A dependant is defined as any of the following:
- a spouse;
- a civil partner;
- a child;
- a parent;
- a person who lives in the same household as you other than as your tenant, lodger, boarder or someone you employ;
- a person who reasonably relies on you to provide or arrange care.

A dependant has a long-term care need if:
- they have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months;
- they have a disability for the purposes of the Equality Act 2010;
- they require care for a reason connected with their old age.

Taking Carer's Leave
If you meet the qualifying conditions, you are entitled to one week's unpaid leave to provide or arrange care in each rolling 12-month period.

The leave may be taken in either individual days or half days, up to a block of one week.
The right to Carer's Leave is separate to the statutory right to time off for dependants, as detailed in the Time Off for Dependants policy.

Contractual benefits during Carer's Leave

You are entitled to enjoy your normal terms and conditions of employment, with the exception of pay, while on Carer's Leave.

Procedure
You are required to give the ICS and the Client notice in advance, specifying that you are entitled to take Carer's Leave, and the period of leave requested. The notice that you give should be either twice as many days as the period of leave required, or three days, whichever is greater. For example, you should give at least two weeks' notice to take one week's leave, or at least three days' notice to take one day's leave.

The right to postpone Carer's Leave

ICS and/or the Client may postpone a Carer's Leave request where it reasonably considers that the operation of the business would be unduly disrupted if it allowed the leave during the requested period.

If ICS and or the Client are required to postpone the Carer's Leave request, it will give you a written notice as soon as possible and no later than seven days from the date of your initial request, setting out the reason for the postponement and the agreed dates on which the leave can be taken. The postponed Carer's Leave will be of the same duration and within a month of the period initially requested.

Returning to work after Carer's Leave

Your terms of employment will remain unchanged upon your return from a period of Carer's Leave.

Breach of this policy

If you take a period of Carer's Leave under this policy for any purpose other than to care or arrange care for your dependant, you may be subject to disciplinary action, up to and including dismissal.

Computer, Electronic Devices, Internet and Communications Policy

Purpose

You have a duty to ensure that you request a copy of any policy which the Client has in place regarding electronic devices, computer usage, system security, copyright, cyber security, use of email and the internet and to comply with any such policy at all times. You are only permitted to use any devices inline with the Clients policy.

In the event that the Client does not have such a policy in place the following policy will apply and you are required to comply with it.

Access

The Client's computer equipment and systems (hardware and software) ("the equipment") are a vital part of their business and must only be accessed and operated specifically by those appointed and authorised to do so. Computer systems and software and their contents belong to ICS Umbrella and or the Client and they are intended for business purposes only.

All computer equipment must have installed latest anti-virus software. No device or equipment should be attached to the company's systems without prior approval of ICS Umbrella and or the Client. All information, documents and data created, saved or maintained on the equipment belonging to ICS Umbrella and or the Client system remains at all times the property of ICS Umbrella and or the Client.

Unauthorised use of the equipment (which means use by any person other than those specifically authorised), failure to comply with the policy, or in any way tampering with the equipment will be regarded as gross misconduct and will render the offender liable to dismissal and possible criminal prosecution under the computer misuse act 1990, even if no damage results. To safeguard the computer systems from viruses, you should take care when opening documents or communications from unknown origins.

Unauthorised bypass or any attempt to circumvent any security system is prohibited and is a dismissible offence. Where the Client has an email facility, you should use that email system for business purposes only. Business email addresses must not be used for personal reasons.

Where the Company's computer systems contain an email facility, you should use that email system for business purposes only.

Emails should 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 practice. Messages should be concise and directed to relevant individuals on a need-to-know basis. Abusive, obscene, discriminatory, harassing, derogatory or defamatory emails must never be sent to anyone. If you do so, you may be liable to disciplinary action up to and including dismissal.

Emails can be the subject of legal action (for example, claims of defamation, breach of confidentiality or breach of contract) against both the employee who sent them or the Company. As email messages may be disclosed to any person mentioned in them, you must always ensure that the content of the email is appropriate and written in a professional manner. This includes but is not limited to any emails (internal and External).

Business email addresses must not be used for personal reasons unless authorised by the client.

It is your responsibility to check with the Client that accessing the internet or sending e-mail is allowed for reasonable personal use when using the Client provided access accounts or the equipment. If this is allowable by the Client this will inevitably lead to some personal communications being seen and you should not expect any right to privacy when using company equipment.

The Client's computer networks and the messages and information stored in or exchanged through them are the property of the Client. Abusive, obscene, discriminatory, harassing, derogatory or defamatory emails must never be sent to anyone. If you do so, you may be liable to disciplinary action up to and including dismissal.

You are expected to exercise good judgement and act in a professional manner whenever sending e- mails messages or accessing the internet or other external system. If you have any doubt or question concerning whether to use the internet or another external system, please ask the Client.

<u>System security</u>

You must only log on to the Clients computer systems using your own user name and password which must be kept confidential. You should select a password that is not easily broken (e.g. not your surname)

You are not permitted to use another employee's user name or password whether or not you have that employee's permission. If you log on to the computer using another employee's details, you may be liable to disciplinary action up to and including summary dismissal for gross misconduct. If you disclose your password to another employee, you may also be liable to disciplinary action.

To safeguard computer systems from viruses, you should take care when opening documents or communications from unknown origins. Attachments may be blocked if they are deemed to be potentially harmful to systems.

All information, documents and data created, saved or maintained on the clients computer system remains at all times the property of the client.

Copyright

ICS acknowledges that at times you may need to provide information to and.
We must ensure we are following the correct Copyright and legislation guidelines when sharing data.
There are a variety of ways that we can copy information. These include, but are not limited to, the following:

1. Photocopying or scanning from books, journals or magazines
2. Copying and pasting or printing from electronic or online content
3. Emailing copies of articles or extracts from publications
4. Storing copies of articles or extracts on a company intranet
5. Storing copies of articles or extracts on a local PC/laptop or a central server
6. Accessing or sharing press cuttings online/storing to hard drive

If you need to send details of legislation, links, government codes of practice, press releases government forms etc. to a client or employee, then you must firstly establish if there is an Open License. For example, the Government website has an open license therefore you are able to send information from this source unless it states it is an exception.

ICS requires that you acknowledge the source of information to ensure best practice, for example including the following in an email: Contains public sector information licensed under the Open Government License v3.0. (The correct wording will be stated on the website in which you are obtaining/copying data from).
This therefore means that you cannot copy and paste text from books, websites, search engines etc., without first checking the license and permissions. Failure to adhere to this could result in the company receiving fines, and you may also be liable to disciplinary action.

Monitoring

Monitoring of the Company's computer systems and electronic communications will take place in accordance with the Company's Monitoring Policy and Cyber Policy. Please refer to the relevant polices on BreatheHR for further details.

Misuse of computer systems

Examples of misuse include, but are not limited to, the following:

- accessing on-line chat rooms, blogs, social network sites (see the Company's Social Media Policy)
- use of on-line auction sites
- sending, receiving, downloading, displaying or disseminating material that discriminates against, degrades, insults, causes offence to or harasses others
- accessing pornographic or other inappropriate or unlawful materials
- engaging in on-line gambling
- forwarding electronic chain letters or similar material
- downloading or disseminating copyright materials
- issuing false or defamatory statements about any person or organisation via the Company's electronic systems
- unauthorised sharing of confidential information about the Company or any person or organisation connected to the Company, and
- loading or running unauthorised games or software

Any evidence of misuse may result in disciplinary action up to and including dismissal without notice. If necessary, information gathered in connection with the investigation may be handed to the police.

Complaints of bullying and harassment

If you feel that you have been harassed or bullied or are offended by material received from a colleague, you should inform your Line Manager immediately.

Covert recordings

ICS strictly prohibits employees from making covert recordings on any form of electronic media. Any employee found to have breached this policy may be subject to disciplinary action up to and including dismissal.

ICS Umbrella reserves the right to amend or replace this policy at its sole discretion and without prior notice.

Sanction

Failure to comply with the policy may result in disciplinary action.
ICS Umbrella may take disciplinary action against any employee who makes excessive personal use of the equipment or internet or e-mail access, including dismissal for gross misconduct.

Access

If you are authorised to access and operate the equipment, you must use the equipment only for the purpose of fulfilling your duties for the Client. In addition, you may be allowed to make reasonable personal use of the equipment. Any personal use must be fully authorised by the

Client and only take place outside your normal hours of work and must not interfere with the carrying out and completion of your duties and tasks for the Client. You should not expect any right to privacy when using company equipment.

Using The Equipment

Before using any files on writable disks (e.g., Cd's. USB's, floppy disks) or downloading from the internet or other source, they must be scanned for viruses and be using in accordance with the Clients instructions and or relevant policies. . Any item found infected must be immediately separated from any networking arrangement and steps taken to eliminate the virus or other infection. You must contact the end-user or Clients it department immediately if you receive a virus-warning message nor require any further it help or support.

Prohibited Activities

In particular, when accessing or using the equipment you must not:

- Introduce or knowingly or recklessly transmit or distribute any bug, virus or other infection.
- Corrupt any data held within the equipment.
- Tamper with or damage or do any act or thing which may in any way affect the output or performance of the equipment.
- Use the equipment to send, receive, distribute or store any material that is (in the view of ICS Umbrella or the Client) offensive, abusive, indecent, obscene, sexually explicit, pornographic or menacing.
- Disclose to any other person any confidential information which may be stored on the equipment or disclose any password protections to or allow access to your computer by any other person.
- Use personal references when choosing a password.
- Use the equipment for playing games or any other purpose other than legitimate work of the Client (other than reasonable personal use of e-mail and internet access as set out above)
- Use any software/disks, etc. On the equipment other than those owned or leased by the Client which have been purchased new from recognised and reputable suppliers, backed by a confirmation that they are free from viruses or other infections and with a guarantee/indemnity in respect of such confirmation.
- Forget to switch your computer off at the end of the day or if you leave your seat for a prolonged period; and
- Enter into contracts etc. In breach of this policy.

Scope

This policy applies to all electronic communications sent by employees of ICS, whether internally to other employees of ICS Umbrella, a Client or externally via the internet or any public networked or dial-in system. It also applies to all use of the internet made by employees. Receipt or provision of information electronically by an employee in any form, whether through correspondence with an individual or through publicly accessible sources.

Access

All use must comply with the terms of this policy and the computer equipment acceptable use policy. In addition to this you must comply with any policies set by the Client.

Prohibited Activities

The following are prohibited when using access accounts provided by ICS Umbrella or a Client or when identifying yourself as associated with ICS Umbrella using an individually acquired access account:

- The uploading, downloading, transmission or possession of any material with illegal or unacceptable (in the view of ICS Umbrella or the Client) content or content of a pornographic or sexually explicit nature
- Transmitting defamatory, obscene, offensive, racially or sexually harassing, indecent or abusive messages, or any messages that may be construed as such.
- “spamming”, or the sending of e-mail messages to multiple recipients.
- Sending or other participation in chain letters or the spreading of gossip.
- Use for personal gain.

Proprietary Information

You must obey all intellectual property and copyright law. Any questions that you may have concerning compliance should be directed to ICS Umbrella.

Although material may be available for “free” on the internet, you do not have the legal right to copy it or download it to your computer. Merely accessing the material may be a breach of copyright.

You must ensure you are following the correct copyright guidelines. There are a variety of ways that we can copy information. These include, but are not limited to, the following:

- Photocopying or scanning from books, journals or magazines
- Copying and pasting or printing from electronic or online content
- Emailing copies of articles or extracts from publications
- Storing copies of articles or extracts on a company intranet
- Storing copies of articles or extracts on a local pc or a central server
- Accessing or sharing press cuttings online/storing to hard drive

If you need to send details of legislation, links, government codes of practice, press releases government forms etc. To a Client or employee, then you must firstly establish if there is an open license. For example, the government website has an open license therefore you are able to send information from this sources unless it states it is an exception.

ICS Umbrella requires that you acknowledge the source of information to ensure best practice, for example including the following in an email: contains public sector information licensed under

the open government license v3.0. (the correct wording will be stated on the website in which you are obtaining/copying data from).

This therefore means that you cannot copy and paste text from books, websites, search engines etc., without first checking the license and permissions. Failure to adhere to this could result ICS Umbrella and or the Client receiving fines, and you may also be liable to disciplinary action.

Do not transmit proprietary or confidential or secrets materials or information of ICS Umbrella or the Client over any public computer system (which includes via e-mail) unless it is properly encrypted and you have the authority to do so.

Disciplinary Procedure

Purpose

The aim of this disciplinary procedure is to help promote fairness in the treatment of employees in the workplace. It applies to all employees. It is designed to ensure all matters are dealt with promptly and fairly and constantly and encourage improvement in individual conduct and or performance. It applies to all employees and outlines the procedures ICS Umbrella should follow should there be a need to disciplinary actions and right to appeal.

ICS Umbrella is not obliged to follow it in all circumstances. The procedures may be amended from time to time.

This disciplinary procedure will normally be adopted where your conduct or performance is below the standard required by ICS Umbrella. Any disciplinary or dismissal action taken against you will usually only be taken after this procedure has been followed.

This procedure does not form part of your contract of employment. It may be varied by ICS Umbrella from time to time.

General Points

This procedure may be implemented at any stage and ICS Umbrella reserves the right to miss out stages if your conduct warrants such action.

No disciplinary or dismissal action will be taken without prior investigation by ICS Umbrella or the end Client, where necessary. The person who carries out the investigation will not,
Insofar as possible, be the person who hears any disciplinary hearing. You have a responsibility to assist the ICS Umbrella and or the Client if required, to investigate the matters raised at disciplinary meetings and comply with the disciplinary procedures. Except in cases of gross misconduct or during your probationary period, you will not normally be dismissed for a first breach of discipline.

You have the right to be accompanied by a work colleague or trade union representative at any stage of the formal procedure:

- You will be given written details of the allegations or complaint against you.
- You will be given access to any relevant information and papers.
- You will be given the opportunity to state your case in response to claims against you.
- You can appeal against any disciplinary penalty imposed.
- Matters will be dealt with promptly by ICS Umbrella and the end Client and without unreasonable delay.

However, the time limits stated in this procedure are subject to change depending on the circumstances of each case. Where practicable different Managers will carry out investigation, disciplinary hearing and appeal stages of this procedure.

Informal procedure

In the first instance your Manager and or Client contact or any other duly authorised member of the Client and or ICS Umbrella, who will then establish the facts surrounding the complaint. If the person conducting the investigation considers that it is not necessary to resort to the formal disciplinary and dismissal procedure and discuss the matter with you suggesting areas for improvement. The counselling discussion will, insofar as it is possible, be in private and you will be informed that no formal disciplinary or dismissal action will be taken.

Formal steps will be taken under this procedure if the matter is not resolved, or where the matter is repeated or more serious.

Formal procedure investigation

Before any disciplinary action is taken against you, ICS Umbrella or the end Client will carry out an investigation, if necessary. The purpose of the investigation is to establish the facts relating to any disciplinary allegations against you before deciding whether to proceed with a disciplinary hearing.

The person carrying out the investigation may review any relevant documents or materials, interview you or take witness statements from witnesses.

Interviews during the investigatory stage are solely fact-finding and no decision will be taken on disciplinary action. Accordingly, you do not normally have the right to bring a companion to any investigatory interview.

If the person conducting the investigation considers that it is necessary to invoke the formal disciplinary and dismissal procedure, he/she will inform you. The following procedure will then apply.

Statement Of Grounds For Action

Following any investigation, if ICS Umbrella or the end Client considers there are grounds for disciplinary action the operations director will set out in writing the allegations against you and the basis for those allegations which lead ICS Umbrella to contemplate dismissing or taking disciplinary action against you. The operations director will then send a copy of the statement to you, along with any relevant documents and witness statements, where necessary and invite you

to attend a meeting to discuss the matter.

Meeting

You will be given written notice of the date, time and place of the disciplinary meeting. You are entitled to be accompanied at the meeting by a companion (see below). You must take all reasonable steps to attend the meeting. Failure to attend the meeting without good reason may be treated as misconduct in itself. If you or your companion cannot attend at the time specified you should inform ICS Umbrella and the end Client immediately and an alternative arrangement will be made.

The meeting must take place before action is taken, except where the action consists of suspension or in very unusual cases where no meeting is appropriate (for example where your behaviour is extremely violent or threatening). ICS Umbrella will explain the complaint against you and go through the evidence. The purpose of the meeting is to review the evidence and allow you to respond to any allegations made against you.

Relevant witnesses may be called to the hearing where, in the view of ICS Umbrella and the end Client, it is reasonable to do so. Reasonable advance notice is required where you intend to call any witnesses, and it will be a matter for ICS Umbrella and the end Client, acting reasonably, to decide:-

- If the witness is relevant; and
- How the evidence should be dealt with at the hearing

The meeting may be adjourned if ICS Umbrella or the end Client needs to carry out further investigations or to re-interview witnesses in light of any new points that have been raised at the meeting. You will be given a reasonable opportunity to consider any new information before the meeting is reconvened.

Normally within 1 week of the meeting, you will be informed in writing of the disciplinary decision and of any disciplinary sanction imposed. You have the right to appeal against the decision if you are not satisfied with it.

Appeal

You will have the right of appeal in respect of any formal sanction or dismissal. Any appeal should be made to the operations director. Appeals will be conducted by a Manager with authority to uphold, amend or overturn the original decision. All appeals must be made in writing, stating the full grounds of appeal, within 1 week of the date on which you were informed of the decision. Failure to lodge the written notice within that time period will be regarded as acceptance of the disciplinary decision and/or sanction and no further right of appeal will be available.

An appeal meeting will normally take place within 2 weeks of receipt of the written notice of appeal or as soon as practicable thereafter. You must take all reasonable steps to attend the meeting. The appeal meeting need not take place before the dismissal or sanction takes effect. In cases of dismissal the appeal will be held as soon as possible.

If you raise any new matters in your grounds of appeal ICS Umbrella or the end Client may need to carry out further investigation prior to the appeal meeting. You will be given an opportunity to state your case and may be accompanied by a colleague or a trade union official, please refer to the right to accompanied section of this policy.

The Manager hearing the appeal will have the authority to overturn the original decision, revoke it, or impose any other disciplinary penalty that he/she feels appropriate in the circumstances. Their decision is final and there is no further right of appeal. A written decision stating the outcome of the appeal will normally be sent to you within 5 working days of the meeting.

Sanctions

The level of the disciplinary sanction, if any, will be determined by the severity of the offence. ICS will normally select one of the following:

Warnings

Written Warning

A first written warning will usually be given if:

- The conduct or performance issue is a serious one where there are no other active warnings on your disciplinary record; or
- There is a further act of misconduct or there is still a failure to improve conduct or performance.

The written warning is likely to include:

- Details of the compliant/infringement
- The improvement required and the period allowed for improvement
- What further disciplinary or dismissal action will be taken by ICS Umbrella should you not respond to the warning; and
- The right of appeal and the person to whom you should appeal.

Final Written Warning

A final written warning will usually be given if:

- There is no active written warning on file, but the conduct or performance issue is sufficiently serious to warrant a final written warning; or
- There is a further act of misconduct or there is still a failure to improve following the written warning.

The final written warning is likely to include:

- Details of the complaint/infringement.
- The improvement required and the period allowed for improvement.

- The fact that a failure to improve may lead to dismissal; and
- The right of appeal and the person to whom you should appeal. A time limit will be placed on the warning and a copy of the warning will be kept in your personnel file.

Dismissal

You may be dismissed by ICS Umbrella or the end Client for breach of a final written warning or where ICS Umbrella or end Client considers that your conduct is sufficiently serious to warrant dismissal (in such instances your behaviour is likely to amount to gross misconduct).

If, following the meeting, management decides to dismiss you, then the decision to dismiss will be given to you in writing stating:

- The nature of the offence
- The reason for the dismissal
- The period of notice of dismissal (if any)
- When the dismissal will take effect; and
- The right of appeal and to whom the appeal should be made.

It should be remembered that ICS Umbrella is not obliged to impose any sanctions in a set order. Therefore, if ICS Umbrella considers that your offence merits a final written warning or dismissal, ICS Umbrella may impose that sanction without first having issued a written warning, etc.

Length Of Warnings

A written warning will usually last for 1 year. After the active period it will be disregarded in deciding the result of future disciplinary proceedings. However, this is subject to the following:

- ICS Umbrella reserves the right to extend the length of the warning if the nature of the misconduct justifies it (in particular, if imposition of lesser penalty is an act of leniency or act of misconduct is the same or substantially similar to that of an earlier offence in which previous warning given); a time limit will be placed on the warning, after which it will be disregarded for disciplinary purposes but will remain on your personnel file
- ICS Umbrella reserves the right, prior to the expiry of a warning, to review your conduct and if it has not sufficiently improved to extend the active period of the warning.

Gross misconduct

If ICS Umbrella considers that your behaviour is so serious as to amount to gross misconduct then you may be dismissed summarily without notice. In that instance, you will not receive any payment in lieu of notice.

The following types of behaviour are likely to constitute gross misconduct and will normally be dealt with by way of summary dismissal. This list is not exhaustive. Such behaviour includes:

- Assault, acts of violence or aggression theft, attempted theft dishonesty or fraud.
- Malicious damage to property.

- Sleeping during working hours
- Falsification of records, particulars of job application, time sheets, expenses claims, vehicle log sheets and/or relevant documents.
- Consumption of alcohol or drugs or other illegal substances or being
- Under the influence of alcohol, drugs or other illegal substances
- Involvement in activities likely to endanger employee safety.
- Misuse or unauthorised use of computer equipment.
- Working for or assisting a competitor or preparing to set up in competition.
- Deliberate and serious breaches of confidence in relation to ICS Umbrella or its Clients' affairs (subject to the public interest (disclosure) act 1998);
- Sexual or racial discrimination or harassment or some other form of discrimination or
- harassment.
- Serious or gross negligence insubordination, including insolence or failure to carry out instructions of ICS Umbrella or their Clients or disregard of duties or instruction;
- Breach of confidentiality, including the unauthorised disclosure of company information to the media or any other party
- Gambling, bribery or corruption
- Serious breach of health and safety policies and procedures
- Conviction of a criminal charge which, in the opinion of ICS UMBRELLA umbrella , makes you unsuitable to carry out your duties; and
- Serious breach of ICS's or their Clients' rules or any policy or procedure.
- Bullying

Suspension

If appropriate, ICS Umbrella may decide to suspend you from your work pending further investigation or disciplinary action. The suspension will be for no longer than is necessary to properly investigate the allegations. During any period of suspension you will not be entitled to enter ICS Umbrella 's premises or their Clients' premises or contact any of ICS Uumbrella's Clients, Clients, suppliers, contractors or employees, unless you have been authorised to do so by the operations director.

Suspension is not a disciplinary sanction and does not imply that any decision has already been made about your case. You will continue to receive your full basic salary and benefits during the period of suspension. ICS Umbrella will endeavour to keep any suspension as brief as possible.

However, should you fail to co-operate at any time with the investigatory process, for example by failing to attend any meeting without good reason, then the company reserves the right to treat this as unauthorised absence, and this may result in pay being withheld until you attend any rearranged meeting.

Should you become ill during any period of suspension, the suspension will be lifted, and you will revert to sickness absence, however, the terms of the suspension, except for pay, shall continue to apply.

Confidentiality

All employees, including witnesses, must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter. You will normally be told the names of any witnesses, whose evidence is relevant to disciplinary proceedings against you, unless ICS Umbrella believes that a witness's identity should remain confidential.

Right To Be Accompanied

You have the right to be accompanied to any formal meetings under this procedure by a companion who is either:

- A work colleague; or
- A trade union official; or
- A lay official, not employed by the union. In this case, the union must certify in writing
- that the official has experience or training in acting as a worker's companion.
- With the exception of those under the age of 18, when a parent or guardian will be permitted, no other person will be permitted to attend.

Your companion has the right to address the meeting to put forward your case, to sum up the case, to confer with you during the meeting and to respond on your behalf to any comments expressed at the meeting. Your companion is not, however, allowed to answer questions on your behalf.

You must tell ICS Umbrella and the end Client who your companion is, in good time before the meeting. If your companion is an employee, they will be allowed reasonable time off without loss of pay to act as your companion.

If your companion cannot attend the meeting on the date set, then ICS Umbrella will postpone the meeting for up to 5 days.

Changes To This Procedure

Any changes to this procedure will be notified to employees by way of email notification. It is your duty to familiarise yourself with and implement any such changes.

Grievance Procedure

Purpose

The object of the grievance procedure is to enable employees who feel they have a problem or complaint arising from their employment to have it dealt with quickly and fairly. All grievances raised under the procedure will be treated confidentially.
The procedure applies to all employees, irrespective of their length of service, hours worked or seniority. Anyone wishing to use the procedure can do so freely and without prejudice to his or her position within ICS Umbrella.

All employees should however be aware that malicious or reckless abuse of the grievance procedure to raise unfounded complaints or allegations will be viewed very seriously by ICS Umbrella and the Client.

The grievance procedure does not form part of your contract of employment. It may be varied by ICS Umbrella from time to time. It is to be used as a guideline as to how grievances should be dealt with, but a different procedure may be followed by ICS Umbrella, if appropriate, in the circumstances.

You have a responsibility to raise any grievances promptly and reasonably, assist the ICS Umbrella and the Client , if required, in any investigation of the matters raised in your grievance, follow the grievance procedure and attend all meetings arranged under it.

You may raise grievances either informally or formally. If you raise a grievance informally first, you may still raise the grievance formally subsequently if it is not resolved to your satisfaction. ICS Umbrella aims to deal with all grievances promptly and impartially, and to make all reasonable efforts to achieve a satisfactory outcome.

Informal procedure

Grievances can generally be resolved quickly through informal discussions with your Manager, as that person in most cases will be best placed to deal with the complaint.

If the complaint is about your Manager or you feel unable to speak to your Manager, you should speak informally to a more senior Manager, who will discuss with you ways of dealing with the matter.

If attempts to resolve the matter informally do not work, it may be appropriate for you to raise a formal grievance under the following formal procedure.

Standard Procedure-Written Grievances Formal Procedure

ICS Umbrella will make all reasonable efforts to deal with formal grievances in a fair and consistent manner. ICS Umbrella will make every effort to settle any grievance within the time limits detailed in this procedure, this may not be possible on some occasions.

You must set out the nature of the grievance, and the full particulars of it, in writing. The written grievance should be submitted to your contact at ICS Umbrella in the first instance. . If your grievance is against your contact at ICS Umbrella you should submit it to another Manager or a more senior member do you want of the company.

You may be asked to clarify matters relating to your grievance prior to a grievance meeting being held and ICS Umbrella may carry out an investigation, which may involve interviewing you and any appropriate witnesses.

Attending the grievance meeting

You will be invited to attend a meeting to discuss the grievance, normally within five working days of ICS Umbrella receiving your grievance, or as soon as reasonably practicable thereafter. You must take all reasonable steps to attend this meeting. Prior to the meeting, you should ensure that you are fully prepared to present your grievance, share any supporting evidence and answer any questions relating to the incident/circumstances in question.

After the grievance meeting, an appropriate period of time may be taken to allow for any further investigation and/or the consideration of all the facts before a decision is reached. ICS Umbrella will then, normally, inform you in writing of its decision regarding the raised grievance without unreasonable delay. The letter will also explain your right to appeal against any decision taken.

Appeal

If you are dissatisfied with a decision made regarding a grievance you have raised, you have the right of appeal. Whenever possible, the appeal will be dealt with by a different Manager to the person who dealt with the grievance.

Your appeal must be made in writing, stating the reasons for the appeal, to the individual identified in the decision letter. This should be submitted no later than the end of the fifth working day after you received written notification.

ICS Umbrella will arrange and hold an appeal meeting as quickly as possible, normally within five days. You will be entitled to attend the appeal meeting and will be given an opportunity to state your case. You must take all reasonable steps to attend this meeting. If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to inform them of this fact immediately. The meeting may then be delayed facilitating your attendance, if this is considered reasonable.

Right to be accompanied

At all formal stages of this procedure, you are entitled to be accompanied by a work colleague or by a trade union official. With the exception of those under the age of 18, (when a parent or guardian will be permitted), no other person will be permitted to attend. Should you wish to be accompanied, you must notify ICS Umbrella of the name and position of your chosen companion as soon as possible.

Your companion has the right to address the meeting to put forward your grievance, to sum up, to confer with you during the meeting and to respond on your behalf to any comments expressed at the meeting. Your companion is not, however, allowed to answer questions on your behalf.

You must tell ICS Umbrella who your companion is, in good time before the meeting. If your companion is an employee, they will be allowed reasonable time off without loss of pay to act as your companion. If your companion cannot attend the meeting on the date set, then ICS Umbrella will postpone the meeting for up to 5 days.

Data Protection Policy

Purpose

ICS Umbrella is committed to being transparent about how it collects and uses the personal data of its workforce, and to meeting its data protection obligations. This policy sets out ICS' commitment to data protection, and individual rights and obligations in relation to personal data.

This policy applies to the personal data of job applicants, employees, workers, apprentices and former employees, referred to as hr-related personal data. This policy does not apply to the personal data of Clients or other personal data processed for business purposes.

ICS Umbrella has an appointed GDPR representative, her role is to inform and advise ICS on its data protection obligations. Questions about this policy, or requests for further information, should be directed to the GDPR representative at privacy@icsuk.com

Definitions

"**personal data**" is any information that relates to an individual who can be identified from that information alone or in combination with other identifiers ICS possesses or can reasonably access. Processing is any use that is made of personal data, including collecting, storing, amending, disclosing or destroying it.

"special categories of personal data" means information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, sex life or sexual orientation and biometric data.

"criminal records data" means information about an individual's criminal convictions and offences, and information relating to criminal allegations and proceedings.

Data Protection Principles

ICS Umbrella processes HR-related personal data in accordance with the following data protection principles:

- ICS Umbrella processes personal data lawfully, fairly and in a transparent manner.
- ICS Umbrella collects personal data only for specified, explicit and legitimate purposes.
- ICS Umbrella processes personal data only where it is adequate, relevant and limited to what is necessary for the purposes of processing.
- ICS Umbrella keeps accurate personal data and takes all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay.
- ICS Umbrella keeps personal data only for the period necessary for processing.
- ICS Umbrella adopts appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.

- ICS Umbrella will not transfer personal data to another country without appropriate safeguards in place.

ICS Umbrella tells individuals the reasons for processing their personal data, how it uses such data and the legal basis for processing in its privacy notices. It will not process personal data of individuals for other reasons.

Where ICS Umbrella processes special categories of personal data or criminal records data to perform obligations or to exercise rights in employment law, this is done in accordance with a policy on special categories of data and criminal records data.

ICS Umbrella will update personal data promptly if an individual advises that his/her information has changed or is inaccurate.
Personal data gathered during the employment, worker relationship, or apprenticeship is held in the individual's personnel file (in hard copy or electronic format, or both), and on ICS Umbrella computer systems. The periods for which the ICS Umbrella holds personal data are contained in its privacy notices.

ICS Umbrella keeps a record of its processing activities in respect of personal data in accordance with the requirements of the UK General Data Protection Regulation EU 2016/679, the Data Protection Act 2018 and all applicable regulations, domestic legislation and any successor legislation relating to the protection of individuals with regards to the processing of personal data to which the Company is subject.

Individual Rights

As a data subject, individuals have a number of rights in relation to their personal data.

Subject Access Requests

Individuals have the right to make a subject access request. If an individual makes a subject access request, ICS Umbrella will tell him/her:

- Whether or not his/her data is processed and if so why, the categories of personal data concerned and the source of the data if it is not collected from the individual.
- To whom his/her data is or may be disclosed, including to recipients located outside the UK and the safeguards that apply to such transfers.
- For how long his/her personal data is stored (or how that period is decided);
- His/her rights to rectification or erasure of data, or to restrict or object to processing.
- His/her right to complain to the information commissioner if he/she thinks ICS has failed to comply with his/her data protection rights; and

Whether or not ICS carries out automated decision-making and the logic involved in any such decision-making.

ICS Umbrella will also provide the individual with a copy of the personal data undergoing processing. This will normally be in electronic form if the individual has made a request electronically, unless he/she agrees otherwise.

To make a subject access request, the individual should send the request to privacy@icsuk.com. In some cases, ICS Umbrella may need to ask for proof of identification before the request can be processed. ICS Umbrella will inform the individual if it needs to verify his/her identity and the documents it requires of the individual's data, it will respond within thirty days of the date the request is received.

If a subject access request is manifestly unfounded or excessive, ICS is not obliged to comply with it. Alternatively, the organisation can agree to respond but will charge a fee, which will be based on the administrative cost of responding to the request.

A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which the organisation has already responded. If an individual submits a request that is unfounded or excessive, ICS will notify him/her that this is the case and whether or not it will respond to it.

Other Rights

Individuals have a number of other rights in relation to their personal data. They can require ICS Umbrella to:

- Rectify inaccurate data.
- Stop processing or erase data that is no longer necessary for the purposes of processing.
- Stop processing or erase data if the individual's interests override ICS' legitimate grounds for processing data (where ICS relies on its legitimate interests as a reason for processing data)
- Stop processing or erase data if processing is unlawful.
- Stop processing data for a period if data is inaccurate or if there is a dispute about whether or not the individual's interests override ICS' legitimate grounds for processing data.
- Stop processing your personal data where ICS Umbrella is relying on a legitimate interest and there is something about their particular situation which makes them want to object to processing on this ground.
- Object to the processing where ICS Umbrella is processing their personal data for direct marketing purposes.
- Restrict the processing of their personal data - this enables individuals to ask ICS Umbrella to suspend the processing of personal data, for example if individuals want ICS Umbrella to establish its accuracy or the reason for processing it
- Provide a copy of an agreement under which their personal data is transferred outside of the UK.
- Transfer their personal data to another party.

To ask ICS Umbrella to take any of these steps, the individual should send the request to privacy@icsuk.com

In addition, individuals have rights to:

- Be notified of a personal data breach which is likely to result in high risk to their rights and freedoms.
- Make a complaint to the supervisory authority

Data Security

ICS Umbrella takes the security of hr-related personal data seriously. We have internal policies and controls in place to protect personal data against loss, accidental destruction, misuse or disclosure, and to ensure that data is not accessed, except by employees in the proper performance of their duties.. basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

Impact Assessments

Some of the processing that ICS Umbrella carries out may result in risks to privacy. Where processing would result in a high risk to individual's rights and freedoms, ICS Umbrella will carry out a data protection impact assessment to determine the necessity and proportionality of processing. This will include considering the purposes for which the activity is carried out, the risks for individuals and the measures that can be put in place to mitigate those risks, such as the privacy by design measures implemented by ICS Umbrella.

Data Breaches

If ICS Umbrella discovers that there has been a breach of personal data that poses a risk to the rights and freedoms of individuals, it will report it to the information commissioner within 72 hours of discovery. ICS Umbrella will record all data breaches regardless of their effect.
If the breach is likely to result in a high risk to the rights and freedoms of individuals, it will tell affected individuals that there has been a breach and provide them with information about its likely consequences and the mitigation measures it has taken.

International Data Transfers

In accordance with the UK General Data Protection Regulation (UK GDPR), ICS Umbrella will not transfer personal data to countries outside of the EEA, or International Organisations, without the appropriate safeguards in place.

To ensure that your personal data receives an adequate level of protection and is treated in a way that is consistent with UK laws on data protection it will be transferred in accordance with the following provisions as applicable:

- appropriate safeguards such as standard contractual clauses approved for use in the UK, an approved code of conduct or a certification mechanism will be deployed; or
- your explicit consent will be obtained in relation to the transfer once you have been informed of any potential risks; or
- the transfer will be necessary for one of the other reasons set out in the UK GDPR including the performance of a contract, reasons of public interest, to establish, exercise

or defend legal claims or to protect the vital interests of the data subject where the data subject is physically or legally incapable of giving consent and, in some limited cases, for our legitimate interest.

If you require further information about these protective measures, you can contact our GDPR representative at privacy@icsuk.com

Individual Responsibilities

Individuals are responsible for helping ICS Umbrella keep their personal data up to date. Individuals should let ICS know if data provided to ICS changes, for example if an individual moves house or changes his/her bank details.

Individuals may have access to the personal data of other individuals and of our customers and Clients in the course of their employment, contract, volunteer period, internship or apprenticeship.

Where this is the case, ICS relies on individuals to help meet its data protection obligations to staff and to customers and Clients.

Individuals who have access to personal data are required:

- To access only data that they have authority to access and only for authorised purposes.
- Not to disclose data except to individuals (whether inside or outside ICS) who have appropriate authorisation.
- To keep data secure (for example by complying with rules on access to premises, computer access, including password protection, and secure file storage and destruction);
- Not to remove personal data, or devices containing or that can be used to access personal data, from ICS' premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device; and
- Not to store personal data on local drives or on personal devices that are used for work purposes.

Further details about ICS Umbrella's security procedures can be found in its data security policy. Failing to observe these requirements may amount to a disciplinary offence, which will be dealt with under ICS Umbrella's disciplinary procedure. Significant or deliberate breaches of this policy, such as accessing employee or customer data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to dismissal without notice.

Retention of Information

ICS Umbrella shall not retain information relating to you longer than is necessary for the purpose)s for which it was obtained. ICS Umbrella will not retain any information about you, which is out of date, or which is no longer required.

Privacy Policy

Purpose

This privacy policy describes how we collect and use personal data about you during the recruitment process, throughout and after your working relationship with us, in accordance with the UK General Data Protection Regulation EU 2016/679, the Data Protection Act 2018 and all applicable regulations, domestic legislation and any successor legislation relating to the protection of individuals with regards to the processing of personal data to which the Company is subject.

If you have any queries in relation to this privacy notice, please contact privacy@icsuk.com.

This notice does not form part of any contract of employment or other contract to provide services. We reserve the right to update this notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal data.

It is important that you read this notice so that you are aware of how and why we are using your information.

Categories Of Data Subjects

ICS Umbrella collects and processes data from job applicants, current and former employees, workers and contractors.

What Personal Data Does ICS Collect?

ICS Umbrella collects and processes a range of information about you. This includes but is not limited to the following:

- Your name, address and contact details, including email address and telephone number, date of birth and gender.
- The terms and conditions of your employment.
- Details of your qualifications, skills, experience, and employment history, including start and end dates, with previous employers and with ICS.
- Information about your remuneration, including entitlement to benefits such as pensions or insurance cover.
- Details of your bank account and national insurance number.
- Information about your marital status, next of kin, dependants, and emergency contacts.
- Information about your nationality and entitlement to work in the UK;
- Details of your schedule (days of work and working hours) and attendance at work.
- Details of your work allocated and records of operational output.
- Details of periods of leave taken by you, including holiday, sickness absence, family leave and sabbaticals, and the reasons for the leave
- If driving a company vehicle fitted with a tracking device, information to help you improve your driving standard

- Your photographs (ID)
- CCTV footage and other information obtained through electronic means such as swipe card records.
- Details of any disciplinary or grievance procedures in which you have been involved, including any warnings issued to you and related correspondence.
- Assessments of your performance, including appraisals, performance reviews and ratings, performance improvement plans and related correspondence; and
- Information about medical or health conditions, including whether you have a disability for which ICS needs to make reasonable adjustments.

ICS Umbrella may collect this information in a variety of ways. For example, data might be collected through, application forms obtained from your passport or other identity documents such as your driving licence, birth, marriage or divorce certificate; from forms completed by you at the start of or during employment (such as benefit nomination forms); from correspondence with you; or through interviews, meetings or other assessments that took place as part of our recruitment process or have occurred since you commenced your employment.

In some cases, ICS Umbrella may collect personal data about you from third parties, such as references supplied by former employers, information from employment background check providers, information from credit reference agencies and information from criminal records checks permitted by law and tracker data from your company vehicle.

Data will be stored in a range of different places, including in your personnel file, in ICS management systems and in other it systems (including ICS' email system and it data server files).

Why Does ICS Process Personal Data?

ICS Umbrella needs to process data to enter into an employment contract with you and to meet its obligations under your employment contract. For example, it needs to process your data to provide you with an employment contract, to pay you in accordance with your employment contract and to administer benefit, pension, and insurance entitlements.

In some cases, ICS Umbrella needs to process data to ensure that it is complying with its legal obligations. For example, it is required to check an employee's entitlement to work in the uk, to deduct tax, to comply with health and safety laws and to enable employees to take periods of leave to which they are entitled.

In other cases, ICS Umbrella has a legitimate interest in processing personal data before, during and after the end of the employment relationship.

Processing employee data allows ICS to:

- Run recruitment processes and make a decision about your recruitment.
- Check that you are legally entitled to work in the UK.
- Administer the contract we have entered into with you.

- Maintain accurate and up-to-date employment records and contact details (including details of who to contact in the event of an emergency), and records of employee contractual and statutory rights.
- Operate and keep a record of disciplinary and grievance processes, to ensure acceptable conduct within the workplace.
- Operate and keep a record of employee performance and related processes, to plan for career development, and for succession planning and workforce management purposes.
- Operate and keep a record of absence and absence management procedures, to allow effective workforce management and ensure that employees are receiving the pay or other benefits to which they are entitled.
- Obtain occupational health advice, to ensure that it complies with duties in relation to individuals with disabilities, meet its obligations under health and safety law, and ensure that employees are receiving the pay or other benefits to which they are entitled.
- Operate and keep a record of other types of leave (including maternity, paternity, adoption, parental and shared parental leave), to allow effective workforce management, to ensure that ICS complies with duties in relation to leave entitlement, and to ensure that employees are receiving the pay or other benefits to which they are entitled.
- Ensure effective general hr and business administration.
- Provide references on request for current or former employees.
- Provide training.
- Prevent fraud.
- Comply with health and safety obligations.
- Respond to and defend against legal claims; and
- Maintain and promote equality in the workplace.
- For auditing purposes.
- For compliance demonstration.

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

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

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal data for a specific purpose, you have the right to withdraw your consent for that specific processing at any time.

Sensitive Personal Data and How It Is Used

Special categories of sensitive personal data require higher levels of protection. We need to have further justification for collecting, storing and using this type of information and, in general, we will not process particularly sensitive personal data about you unless it is necessary for performing or exercising obligations or rights in connection with employment.
We may process special categories of personal data in the following circumstances:

- With your explicit written consent.
- Where we need to carry out our legal obligations.
- Where it is needed in the public interest, such as for equal opportunities monitoring or in relation to our occupational pension scheme.
- Where it is needed to assess your working capacity on health grounds, subject to appropriate confidentiality safeguards.
- Where we reasonably believe that you or another person are at risk of harm and the processing is necessary to protect you or them from physical, mental or emotional harm or to protect physical, mental or emotional well-being.
- We will use information about your physical or mental health, or disability status, to ensure your health and safety in the workplace and to assess your fitness to work, to provide appropriate workplace adjustments, to monitor and manage sickness absence and to administer benefits including statutory maternity pay, statutory sick pay and pensions and permanent health insurance. We need to process this information to exercise rights and perform obligations in connection with your employment.
- We will use information about your race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation, to ensure meaningful equal opportunity monitoring and reporting.
- We will use trade union membership information to pay trade union premiums, register the status of a protected employee and to comply with employment law obligations.

Less commonly, we may process this type of information where it is needed in relation to legal proceedings or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

We will use your sensitive personal data in the following ways.

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

What If You Do Not Provide Personal Data?

You have some obligations under your employment contract to provide ICS Umbrella with data. In particular, you are required to report absences from work and may be required to provide information about disciplinary or other matters under the implied duty of good faith. You may also have to provide ICS Umbrella with data in order to exercise your statutory rights, such as in relation to statutory leave entitlements. Failing to provide the data may mean that you are unable to exercise your statutory rights.

Certain information, such as contact details, your right to work in the UK and payment details, have to be provided to enable ICS to enter a contract of employment with you. If you do not

provide other information, this will hinder ICS Umbrella's ability to administer the rights and obligations arising as a result of the employment relationship efficiently.

Your Duty to Inform Us of Changes

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your working relationship with us or if you think any of the personal data we hold about you is inaccurate or incomplete, you should let us know as soon as possible.

Automated Decision-Making

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

Data Retention

ICS Umbrella will only retain your personal data for as long as necessary to fulfil the purposes for which it was collected, including for the purposes of satisfying any legal, accounting, or reporting requirements.

Time off for Dependants

You are entitled to take a reasonable amount of unpaid time off during working hours to deal with particular situations affecting your dependants. The amount of time off will depend on the nature of the incident and your individual circumstances.

This policy explains what is meant by dependant and in which circumstances unpaid time off can be granted and sets out the notification procedures.

Definition of dependant A dependant is:

- a spouse
- a civil partner
- a child
- a parent
- a person who lives in the same household as you other than as your tenant, lodger, boarder or employee
- any person who would reasonably rely on you for assistance or who would rely on you to make arrangements for the provision of care in the event of illness or injury
- any other person who may rely on you for the provision of care or arrangements for the provision of care

<u>What counts as time off</u>

Reasonable time off will be granted in the following circumstances:

- to provide assistance when a dependant falls ill, gives birth or is injured or assaulted
- to make arrangements for the care of a sick or injured dependant or to make arrangements to deal with an unexpected disruption to their care provision

- in consequence of the death of a dependant
- to deal with an unexpected incident involving your child during school hours or those of another educational establishment

The right is only to deal with emergencies and to put care arrangements in place - for example, arranging to employ a temporary carer or arranging for the dependant to stay with relatives. You would not be entitled to time off under this policy for the ongoing care of the dependant.

You must inform ICS and the Client as soon as practicable of your unavailability for work, the reason for it and how long you expect to be away from work. You do not have to do this in writing, but you will need to give the Company sufficient information for it to be determined that your time off falls under the Time Off for Dependants provision. You may be required to provide evidence to ICS/Client of your need to take time off under this provision.

If you fail to inform ICS and the Client as soon as is reasonably practicable that you need time off, or if you abuse the rights under this provision, you may be subject to disciplinary proceedings, up to and including dismissal without notice.

Maternity Policy

Purpose

ICS Umbrella recognises the need to retain the skills and services of its employees and wishes to encourage them to return to work following the birth of their child/children.

This policy outlines your statutory rights and responsibilities when you are pregnant or give birth. It also outlines the arrangements and notification requirements before, during and after a period of maternity.

This policy does not form part of your contract of employment and ICS Umbrella may amend it at any time.

Notification By You

You should inform your immediate Manager at the Client and ICS Umbrella of your pregnancy as soon as possible.

In order to be eligible, to the right to maternity leave and maternity pay, you must comply with certain notification requirements.

In particular, no later than the end of the 15th week before your expected week of childbirth ("EWC"), or as soon as reasonably practicable afterwards, you must notify ICS Umbrella of:

- The fact of your pregnancy
- The EWC; and
- The date on which you intend to begin your maternity leave (subject to the exceptions below). This must be no earlier than the 11th week before the EWC
- The expected week of childbirth, which must be confirmed by providing the medical certificate MAT B1

Your maternity leave will start automatically if you are absent from work for a pregnancy related illness during the four weeks before work expected week of childbirth.

Notification By ICS Umbrella

Within 28 days of receiving notification from you of the date on which you will start your maternity leave, ICS Umbrella will write to you to inform you of the date when you are expected to return to work if you take your full entitlement to maternity leave ("expected return date").

Variation Of the Date of Commencement Of Maternity Leave

If you have notified ICS Umbrella of the date when you intend to start your maternity leave and you later want to change that date, you can do so provided you notify ICS Umbrella of the variation at least: 28 days before the date which you wish to vary; or 28 days before the new date whichever is earlier.

If it is not reasonably practicable for you to comply with either of these time limits, you must advise ICS Umbrella of the variation as soon as is reasonably practicable. Failure to comply with the notification requirements detailed above will result in the loss of your right to maternity leave.

Ante-Natal Care

You are entitled to reasonable paid time off during working hours to enable you to receive ante-natal care, regardless of your length of service.

ICS Umbrella requires you to give reasonable notice to the Client when making a request to take time off for scheduled antenatal appointments. Prior to time off being authorised, you may also be required to provide a copy of your appointment card and/or medical certificate confirming your pregnancy, except for your first appointment.

The partners of pregnant women are able to take up to two unpaid days of work off to attend antenatal appointments, with a maximum of 6.5 hours per appointment. This applies to both male and female partners. ICS Umbrella requires you to give reasonable notice to the Client and ICS Umbrella when making a request to take time to attend appointments.

Salary

You will be paid in respect of your attendance at the ante-natal appointment.

Health and safety

ICS Umbrella has a general duty to take care of the health and safety of all employees. ICS Umbrella and/or the Client will ensure that a risk assessment is carried out to assess the workplace risks to women who are pregnant, have recently given birth or are breastfeeding a child.

ICS Umbrella will comply with any legislative requirement to suspend employees for health and safety reasons. However, ICS Umbrella is obliged to offer any suitable alternative work available, on terms and conditions not substantially less favourable to those on which the employee is then employed, to employees affected before deciding to suspend them. Further details can be found within your employment contract.

If you are suspended on such grounds you shall be entitled to full salary during such suspension unless you refuse the offer of suitable alternative employment in which case ICS Umbrella has the right to suspend you without pay.

Maternity Leave

You are entitled, irrespective of length of service, to 52 weeks' maternity leave. Entitlement to leave is subject to compliance by you with the various notification requirements described above. Maternity leave is divided into:

Ordinary maternity leave of 26 weeks ("OML"); and
Additional maternity leave of a further 26 weeks' leave beginning with the date on which OML ended ("AML").

Commencement Of Maternity Leave Periods

Maternity leave will begin on whichever is the earliest of:

- The date you have notified as the intended start date; or
- Automatically if you're off work for a pregnancy-related illness in the 4 weeks before the week (Sunday to Saturday) that your baby is due.
- The day following the date of birth.

In the unfortunate event of a stillbirth after 24 weeks of pregnancy, your entitlement to maternity leave and pay will not be affected and you will still be able to take the time off, and receive pay to which you are eligible, as planned. Where an employee suffers a stillbirth after 24 weeks of pregnancy maternity leave will begin automatically.

If you experience a miscarriage before 24 weeks of pregnancy, it is anticipated that an employee may need some time off work in these circumstances and this will usually be taken as sick leave, during which the sickness absence policy will apply.
Please also see the parental bereavement leave policy. Parental bereavement leave cannot be taken at the same time as maternity or paternity leave.

Compulsory Maternity Leave

When you give birth, you are legally compelled to take a minimum of two weeks' maternity leave immediately after giving birth. For health and safety reasons, new mothers who work in a factory have a longer minimum period of four weeks.

Preservation of terms and conditions ordinary maternity leave

You have the right to return to ICS Umbrella in the job in which you were employed before your absence (subject to any redundancy situation). However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the ICS Umbrella will endeavour to place you in a suitable assignment in accordance with your contract of employment.

Additional Maternity Leave

You have the right to return to ICS Umbrella in the job in which you were employed before your absence (unless there is a redundancy situation) however whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment.

If it is not reasonably practicable for ICS Umbrella to permit you to return to that job, you will be offered another job which is both suitable for you and appropriate in the circumstances. The job will be on terms and conditions, including those relating to remuneration, which are no less favourable than those which would have applied had you not been absent at any time since the commencement of your maternity leave period.

Statutory Maternity Pay (SMP)

- Statutory maternity pay (SMP) is paid for up to 39 weeks. To qualify for SMP you must:
- Give the correct notice.
- Give proof you're pregnant.
- Have worked for your employer continuously for at least 26 weeks continuing into the
- 'qualifying week' - the 15th week before the expected week of childbirth.
- Have average weekly earnings in the 8 weeks up to and including the 15th week before the EWC ("the relevant period") at least equal to the lower earnings limit for national insurance contributions; and
- Are still pregnant or have given birth by the 11th week before the EWC.

SMP is calculated at the following rates:- 6 weeks at 90% of average weekly earnings;
The next 33 weeks at the current SMP or 90% of your average weekly earnings (whichever is lower)
It's paid in the same way as your wages (for example monthly or weekly). Tax and national insurance will be deducted.

It starts automatically if you're off work for a pregnancy-related illness in the 4 weeks before the week (Sunday to Saturday) that your baby is due. It will cease as soon as you return to work (except where you are simply "keeping in touch" as set out below).

In order to qualify for SMP you must give ICS Umbrella 28 days' notice of the date you expect your SMP to start and provide medical evidence of pregnancy in the form of the mat b1. This notice can be incorporated with the notices you are required to give in order to qualify for ordinary maternity leave and, if you are eligible, for additional maternity leave.

The statutory maternity pay period ("SMPP") will normally start at the beginning of OML on the

notified date but may start earlier if OML is automatically triggered by childbirth at an earlier date or where the employee is absent from work for a pregnancy related reason after the beginning of the 4th week before the EWC.

If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the relevant period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. You shall be paid any difference by means of a lump sum.

Status Of Contract of Employment During OML

ICS Umbrella will preserve all terms and conditions applicable to you other than remuneration during both OML and AML. In particular:

Benefits in kind shall continue; and
Annual leave entitlement under your contract shall continue to accrue.

Holiday Entitlement

During your period of absence on OML and AML you will continue to accrue your holiday entitlement (contractual or statutory) in the usual way. Where you do not return to work following OML or AML you will be paid for your accrued holiday.

Keeping In Touch

You can attend work for up to 10 “keeping in touch” days during your maternity leave. These days can be used to keep you abreast of developments within ICS Umbrella and the end Client, to attend training or to plan and facilitate your return to work. This will not affect your maternity pay and leave entitlements. Payments for any days worked will be at your standard rate.

Keeping in touch days are optional and there is no obligation on you to undertake any work during maternity leave, nor any obligation on ICS Umbrella/end Client to provide such work. You will not suffer any detriment if you turn down the opportunity to work on these days.

ICS Umbrella and the end Client is permitted to make reasonable contact with you from time to time during your maternity leave. ICS Umbrella may and or the end Client choose to contact you in order to plan for your return to work or to let you know about workplace developments.

Returning To Work

Expected Return Date

As detailed under the notification section above, ICS Umbrella shall inform you by letter of your expected return date. ICS Umbrella expects you to return on this date unless you inform ICS Umbrella otherwise. It is helpful to ICS Umbrella if you confirm during your maternity leave that you will be returning to work as expected.

Returning Early

If you wish to return to work earlier than the expected return date, you must give ICS Umbrella 8 week's prior notice of the revised return date. In the event that you fail to give the required eight weeks' notice of an earlier date of return, the company may postpone your return until the end of the eight weeks' notice you should have given, or until the end of the maternity or adoption leave period, whichever is earlier.

Termination/Resignation

If you decide not to return to work following your maternity leave, you should give ICS Umbrella the required notice under your contract of employment.

Detrimental Treatment

You have the right not to be subjected to detrimental treatment on the grounds of pregnancy, childbirth or maternity. If you believe you are the victim of such treatment you should bring it to the attention of the operations director as soon as possible.

Adoption Policy

Purpose

This policy describes the rights of employees of ICS Umbrella to a number of adoption benefits. The benefits include adoption leave and adoption pay. Adoption leave and pay are not available in circumstances where a child is not newly matched for adoption, for example, when a step-parent is adopting a partner's child.

This policy does not form part of your contract of employment and ICS Umbrella may amend it at any time.

Entitlement

Adoption leave is only available if you are adopting a child through a UK or overseas adoption agency. It is not available if there is no agency involved or if you are formally adopting a step-child or relative.

To qualify for adoption leave, you must:

- Be newly matched with a child for adoption by an approved adoption agency (this includes placement of a child with local authority foster parents who are prospective adopters under the fostering for adoption scheme)
- Have notified the agency that you agree that the child should be placed with you and have agreed the date of placement.
- Notify the company of when you want to take adoption leave no more than seven calendar days after being notified that you have been matched with a child.
- In the case of surrogacy adoption leave, be in receipt of, or in the process of applying for, a parental order.

You should also give ICS Umbrella the matching certificate from the approved adoption agency as evidence of your entitlement to adoption leave. Only one period of adoption leave will be available, irrespective of whether you have more than one child placed with you for adoption as part of the same arrangement.

Within 28 calendar days of you giving notice, ICS Umbrella will respond in writing to you, confirming the date when your adoption leave will end. This will normally be 52 weeks from the start of the adoption leave.

You may choose to start your adoption leave either from:

- The date of the child's placement; or
- A fixed date, which can be up to 14 calendar days before the expected date of the child's
- placement.

Adoption Leave

Statutory adoption leave is 52 weeks. It's made up of:

- 26 weeks of ordinary adoption leave
- 26 weeks of additional adoption leave

Only 1 person in a couple can take adoption leave. The other partner could get paternity leave instead.

If you get adoption leave, you can also get paid time off work to attend 5 adoption appointments after you've been matched with a child.

Only one period of leave will be available irrespective of whether more than one child is placed for adoption as part of the same arrangement.

Commencement Of Adoption Leave

Notification By ICS

Within 28 days of receiving notification from you of the date on which you will start your adoption leave, ICS Umbrella will write to you to inform you of the date ICS Umbrella will expect you to return to work if you take your full entitlement to adoption leave ("expected return date"). If you vary the date when your adoption leave will start, ICS Umbrella will notify you of your expected return date within 28 days after the commencement of adoption leave.
Variation of the date of commencement of adoption leave

If you have notified ICS Umbrella of the date when you intend to start your adoption leave and you later want to change that date, you can do so provided you notify ICS Umbrella of the variation at least:-

- 28 days before the date on which the child is to be placed for adoption: or
- 28 days before the predetermined date previously specified by you as the date when your

leave will commence.

Preservation Of Terms and Conditions On Return

You are normally entitled to return to work in the same position as you held before commencing leave. Your terms and conditions of employment shall be the same as they would have been if you had not been absent. However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment.

However, if you have taken any period of aal and it is not reasonably practicable for ICS Umbrella to allow you to return to the same position, ICS Umbrella may give you another suitable and appropriate job on terms and conditions that are not less favourable. However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment.

Statutory Adoption Pay ("SAP")

Statutory adoption pay is paid for up to 39 weeks. The weekly amount is:

- 90% of your average weekly earnings for the first 6 weeks
- Current amp or 90% of your average weekly earnings (whichever is lower) for the next 33 weeks.

It's paid in the same way as your wages (for example monthly or weekly). Tax and national insurance will be deducted.

SAP will cease if you return to work or if the placement is disrupted (see below). To qualify for statutory adoption leave, you must:

- Be an employee.
- Give the correct notice.
- Give proof of the adoption or surrogacy - if your employer asks you for it

To get statutory adoption pay you must:

- Have been continuously employed by ICS Umbrella for at least 26 weeks by the week you were matched with a child.
- Give the correct notice.
- Give proof of the adoption or surrogacy.

The rules are slightly different if you're adopting from overseas or having a child through a surrogacy arrangement.

- Your average weekly earnings during the 8 weeks ending with the qualifying week are at least equal to the lower earnings limit for national insurance contributions (the relevant period); and
- You have provided ICS Umbrella with all relevant notifications detailed above.

SAP is paid at the same rate as the standard rate for statutory maternity pay or 90% of average weekly earnings, whichever is less.

Overseas Adoptions

If you are adopting a child from overseas, you must have received official notification that the adoption has been approved by the central authority and give ICS Umbrella notice, in writing, at each of the three notification stages.

ICS Umbrella will require copies of official notification as evidence of the child arriving in the UK and to support your request to take adoption leave.

The procedures for overseas adoption are determined by the central authority and are thorough. In the first instance, you should discuss your intention to take adoption leave within 28 days of the date on which you received the official notification.

Surrogacy Arrangements

To qualify for statutory adoption pay you must:

- Have been continuously employed by ICS Umbrella at least 26 weeks by the 15th week
- before the baby's due
- Intend to apply for a parental order.
- Expect the order to be granted (for example because you do not have any convictions involving children, and the birth mother or father agree to the arrangement).
- All the other conditions for qualifying for pay and leave are the same as for adoptive parents.

If you're genetically related to you can choose to get paternity leave and pay instead. You cannot get both.

If you're eligible for adoption pay and leave, you'll receive them from when the child comes to live with you.

Exceptions

You do not qualify for statutory adoption leave or pay if you:

- Arrange a private adoption.
- Become a special guardian or kinship carer.
- Adopt a stepchild.
- Adopt a family member.

If you become eligible for a pay rise before the end of you adoption leave, you will you will be treated for sap purposes as if the pay rise had applied throughout the relevant period. This means that your sap will be recalculated and increased retrospectively, or that you may qualify for sap if you did not previously qualify. You shall be paid any difference by means of a lump sum.

Status of contract of employment during OAL

ICS Umbrella will preserve all terms and conditions applicable to you other than remuneration during aal. Remuneration is salary or wages. In particular:

- Benefits in kind shall continue; and
- Annual leave entitlement under your contract shall continue to accrue.

Holiday entitlement

During your period of absence on aal you will continue to accrue your holiday entitlement (contractual or statutory) in the usual way. Where you do not return to work following aal you will be paid for your accrued holiday.

Disrupted adoption

Adoption leave is disrupted if it has started but:

- You are notified that the placement will not take place; or
- The child is returned to the adoption agency after placement; or
- The child dies after placement.
- In case of disruption your entitlement to adoption leaves and pay will continue for a further 8 weeks from the end of the week in which the disruption occurred, unless your entitlement to leave and/or pay would have ended earlier.

Keeping in touch

You can attend work for up to 10 “keeping in touch” days during your adoption leave. These days can be used to keep you abreast of developments within ICS Umbrella and the end Client, to attend training or to plan and facilitate your return to work. This will not affect your adoption pay and leave entitlements. Payments for any days worked will be at your standard rate.

Keeping in touch days are optional and there is no obligation on you to undertake any work during adoption leave, nor any obligation on ICS Umbrella to provide such work. You will not suffer any detriment if you turn down the opportunity to work on these days.

ICS Umbrella is permitted to make reasonable contact with you from time to time during your adoption leave. ICS Umbrella may choose to contact you in order to plan for your return to work or to let you know about workplace developments.

Returning To Work

Expected Return Date

As detailed under the notification section above, ICS Umbrella shall inform you by letter of your expected return date. ICS Umbrella expects you to return on this date unless you inform ICS

Umbrella otherwise. It is helpful to ICS Umbrella if you confirm during your adoption leave that you will be returning to work as expected.

Returning early

If you wish to return to work earlier than the expected return date, you must give ICS Umbrella 8 weeks' prior notice. If insufficient notice is given, ICS Umbrella may postpone your return by 8 weeks or to the end of the relevant adoption leave period, whichever is earlier.

Termination/resignation

If you decide not to return to work following your adoption leave, you should give ICS Umbrella the required notice under your contract of employment.

Paternity Policy

This policy outlines your statutory right to Paternity Leave and the qualifying conditions and the procedure that you need to follow when requesting Paternity Leave. It also provides information relating to your contractual rights and your right to return to work following Paternity Leave.
You may also be eligible to take Shared Parental Leave. Entitlements and procedures that apply to Shared Parental Leave are contained in a separate policy in this Handbook.

The following sections provide only a general guide; further guidance and clarification must be sought from ICS Umbrella

Your entitlements and responsibilities

Right to accompany a pregnant woman to antenatal appointments
You have the right to take unpaid time off during working hours to accompany a pregnant woman to antenatal appointments where you:

- are the pregnant woman's husband or civil partner, or
- live with the woman in an enduring family relationship (whether heterosexual or same-sex relationship) and are not a relative of the woman, or
- are the expected child's father, or
- are one of a same-sex couple who is to be treated as the child's other parent under the assisted reproduction provisions, or
- are the potential applicant for a parental order under surrogacy laws.

This time off is limited to:

- no more than two occasions, and
- each lasting no more than six and a half hours.

An antenatal appointment is one which has been made on the advice of a registered medical practitioner, nurse or midwife.

In relation to a birth, you must be the father of the child, or the husband, civil partner or partner of the mother. An antenatal appointment is one which has been made on the advice of a registered medical practitioner, nurse or midwife.
In relation to an adoption, you must be adopting the child jointly with another person. If you are a sole adopter, you may have separate rights to time off for appointments.

You will need to provide a declaration relating to your eligibility and, among other things, state the date and time of the appointment. These details must be provided to ICS Umbrella and the Agency/end client.

Paternity Leave

You can take Paternity Leave in relation to the birth or adoption of a child. If you are the partner of an individual who adopts, or you are the other member of a couple who is adopting jointly, you may be entitled to Paternity Leave.

If you have adopted the child, you can choose who will take the Adoption Leave and who will take the Paternity Leave. You cannot take Paternity Leave if you take Adoption Leave.
Further details of Adoption Leave entitlement are set out in the Maternity and Adoption Policy (outlined elsewhere in the Employee Handbook).

Qualifying conditions for Paternity Leave

In order to qualify for Paternity Leave you must:

- be the biological father of the child or the mother's husband or partner (male or female) or have, or expect to have, responsibility for the child's upbringing
- confirm the requested leave is intended for the purpose of caring for the child, or to support the child's mother or adoptive parent in caring for the child

If you qualify, you are entitled to take up to two weeks' Paternity Leave. Paternity Leave must be taken in units of either one whole week, two whole weeks or two non-consecutive whole weeks. Paternity Leave may start on any day of the week, on or following the child's birth, but must be completed within 52 weeks of the actual date of the birth of the child.

You may change your mind about the starting date for Paternity Leave, providing you tell the Company at least 28 calendar days in advance of the changed start date (or as soon as is reasonably practicable, if not in a position to do so within the prescribed period).

Statutory Paternity Pay

If you are entitled to pay during your Paternity Leave, it will be paid at the standard rate of Statutory Paternity Pay (SPP). In order to qualify for SPP you must:

- have worked continuously for the Company for 26 weeks leading into the 15th week before the child is due; or by the week in which an approved adoption agency matches you with the child (the notification week)
- meet the Paternity Leave qualifying conditions mentioned above; and
- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes over the eight week period leading up to and including, the 15th week before the child is due or, in adoption cases, the Notification Week.

Contractual benefits during your Paternity Leave

You are entitled to enjoy your normal terms and conditions of employment, with the exception of pay, whilst on Paternity Leave. You are also entitled to return to the same job following your leave. However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment.

Where possible, you should book and take your annual leave entitlement in the current holiday year. However, if you are unable to take all of your statutory minimum entitlement to annual

leave because you were on paternity leave, you are entitled to carry over untaken annual leave into the following leave year.

Contact during Paternity Leave
ICS Umbrella may make reasonable contact with you during your Paternity Leave.

Procedure
Notification of intention to take Paternity Leave

If you wish to take Paternity Leave you must notify the ICS Umbrella and the agency/end client by the 15th week before the expected week of childbirth, or as soon as reasonably practicable, or no more than seven days after you are notified of being matched with the child, stating your entitlement to Paternity Leave and the week the child is due, or the expected placement date.

Transitional arrangements (April–July 2026)
From 6 April 2026, employees will be eligible for Paternity Leave from their first day of employment.
To support this change, a temporary relaxation of the usual notice requirements will apply between 18 February 2026 and 25 July 2026.
During this period you will not need to provide the usual 15 weeks' notice of your baby's due date where both of the following conditions apply:

- your baby is due between 5 April 2026 and 25 July 2026; and
- you will have less than 26 weeks' service at any point during the qualifying week (the 15th week before the expected week of childbirth).

In these circumstances, you must still provide at least 28 days' notice of the intended start date and duration of your leave.
For babies due on or after 26 July 2026, the standard notice requirements will apply.

Requesting Paternity Leave
You are required to give the Company notice in advance, specifying the dates that you would like your Paternity Leave to commence. The notice that you are required to provide for each week of Paternity Leave should be 28 calendar days, or as soon as reasonably practicable.

Taking Paternity Leave
You are permitted to take Paternity Leave in units of either one whole week, two whole weeks or two non-consecutive whole weeks.
Leave may start on any day of the week on or following the child's birth or the date of adoption placement. Your leave must be completed within 52 weeks of the actual date of birth of the child, or the date of the adoption placement.

Changing the start of your Paternity Leave
Where you are to take Paternity Leave in respect of a child's birth or to coincide with the day a child is placed with you, you can give written notice to vary the start date of your leave from that which you originally specified.

At least 28 days before the Expected Week of Childbirth or the Expected Placement Date, notice should be given where you wish to:

- vary your leave to start on the day of the child's birth
- vary your leave to start a specified number of days after the child's birth or after the placement date of the child (minus the specified number of days), or
- vary your leave to start on a specific date (or a different date from that you originally specified).

Returning to work after your Paternity Leave

You are normally entitled to return to work following Paternity Leave to the same position you held before commencing your leave. Your terms of employment will continue to be the same as they would have been had you not been on Paternity Leave. However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment.

If you are unable to return to work following a period of Paternity Leave due to sickness or injury, this will be treated as sickness absence and the normal reporting procedures will apply.
You should be aware if you do not return to work for any other reason, theICS will treat a late return as an unauthorised absence, which may result in disciplinary action up to and including dismissal without notice.

Still Birth and Miscarriage

If you experience a miscarriage before 24 weeks of pregnancy, you will no longer be entitled to take paternity leave. You may need some time off work in these circumstances, and this will usually be taken as sick leave, during which the Company's sickness absence policy will apply.
If you suffer a stillbirth after 24 weeks of pregnancy, your entitlement to paternity leave and pay will not be affected if you were otherwise eligible to take it and you will still be able to take the time off, and receive pay, as planned.

Parental bereavement leave is also available for employees who suffer a stillbirth after 24 weeks of pregnancy. Please refer to the parental bereavement leave policy.

Breach of this policy

If you take a period of Paternity Leave under this policy for any purpose other than to care for the child, you may be subject to disciplinary action up to and including dismissal.

Bereaved Partner's Paternity Leave Policy

Eligible employees have a statutory right to bereaved partner's paternity leave from day one of employment in circumstances where a child's primary carer dies.

Eligibility
You may be entitled to take leave if the child's mother has died and you are the father of a child or you are not the child's father but, immediately before the death of the child's mother, was married to, or was the civil partner or the partner of, the child's mother.

In an adoption case, you may be entitled to take leave if you were married to, or were the civil partner or the partner of, the child's adopter on the date on which the child was placed for adoption or immediately before the death of the child's adopter. In an overseas adoption case, you must have been married to, or the civil partner or the partner of, the child's adopter on the date on which the child's adopter received the official notification, or immediately before the death of the child's adopter.

In a parental order case, you may be entitled to take leave if you were married to, or were the civil partner or the partner of, the child's primary parental order parent on the date on which the child was born, or immediately before the death of the child's primary parental order parent. You must have main responsibility for the upbringing of the child and the purpose of the leave must be to care for the child.

Commencement and Duration of Leave

Eligible employees may take a single period of up to 52 weeks' leave. Leave can only be taken after the bereavement date and within the 52-week paternity leave eligibility period, which begins from either:

- the day after the child is born
- the day after the child is placed for adoption (for adoption in Great Britain)
- the day after the child enters Great Britain (for overseas adoption).

Where the bereavement date occurs within the last two weeks of the paternity leave eligibility period, the eligibility period will be extended and you will be entitled to a maximum of two weeks' leave.

During bereaved partner's paternity leave you are entitled to the benefit of your normal terms and conditions of employment, except for salary and you are bound by any obligations arising under those terms and conditions except in so far as they are inconsistent with the right to bereaved partner's paternity leave. However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment.

Notice Requirements
You must give notice of your intention to take bereaved partner's paternity leave.

If you wish to start the leave within the first eight weeks following the bereavement date, you must give us notice before you are due to start work on your first day of absence. You can give notice orally or in writing.
The notice must set out:

- the bereavement date
- the date you want your leave to start
- the date on which either the child was born, placed for adoption, or entered Great Britain for adoption.

If you wish to start the leave after the initial eight-week period following the bereavement date, you must give us at least one week's notice in writing.
This must include the information set out above in addition to:

- the date you intend to return to work
- a declaration that the leave will be for the purpose of caring for the child and that the child's mother or main adopter has died
- a declaration that you have an eligible relationship with the mother or main adopter.

If you start your leave within eight weeks of the bereavement date and you give us notice of your intention to take leave orally, you must also give us notice in writing of the date you intend to return to work. If your intended return date is more than eight weeks following the bereavement date, the written notice must also include the above declarations. You must give us the written notice no more than eight weeks after the bereavement date and at least one week before your intended return date.

Amending leave start date
You may change your mind about the date you want your leave to start, provided you notify us.
If you intended to start the leave within the first eight weeks following the bereavement date, you must give us notice that you wish to vary the start date of your leave before the last notified leave start date and, where the new leave start date is no more than eight weeks after the bereavement date, before the new leave start date. Where the new leave start date is more than eight weeks after the bereavement date, you must give us notice before the last notified leave start date and at least one week before the new leave start date.
If you intended to start the leave more than eight weeks following the bereavement date, you must give us notice that you wish to vary the start date of your leave at least one week before the last notified leave start date and at least one week before the new leave start date.
Where the new leave start date is no more than eight weeks after the bereavement date, you can give the notice orally or in writing. Where the new leave start date is more than eight weeks after the bereavement date, you must give us notice in writing.

Cancelling leave
You may cancel your leave by giving us notice in writing.
Where the last notified leave start date is no more than eight weeks after the bereavement date, you must give us notice that you wish to cancel your leave before that date.
Where the last notified leave start date is more than eight weeks after the bereavement date, you must give us notice that you wish to cancel your leave at least one week before that date.

Shared Parental Leave Policy

Purpose

This policy outlines the statutory right to shared parental leave (SPL) to care for a child born or placed for adoption. It also outlines notification requirements before a period of SPL and entitlement to pay during SPL.

SPL gives employees with caring responsibilities for babies or newly adopted children the opportunity to share up to 52 weeks. Parents taking SPL can take leave in separate blocks, returning to work in between blocks, and both parents can be on leave at the same time. Eligible employees are entitled to submit up to three 'period of leave' notices and are entitled to take SPL on those dates if a continuous period of leave is requested.

Procedures

To be entitled to SPL you must:

- Be the mother, father or main adopter of the child, or the partner of the mother, father or main adopter (each of these will be referred to in this policy as a parent)
- Have at least 26 weeks continuous service at the 15th week before the expected week of birth or at the week in which the main adopter was notified pf having been matched for adoption with the child (known as the 'relevant week')
- Still be in continuous employment until the week before any SPL is taken.

In addition, the other parent must have:

- Have at least 26 weeks employment (employed or self-employed) out of the 66 weeks prior to the relevant week
- Have average weekly earnings of at least £30 during at least 13 of the 66 weeks prior to the relevant week

If the other parent meets those conditions, but does not qualify for SPL, you may be entitled to the whole SPL period.

You must follow the statutory notification and information requirements detailed in this policy.

Timing And Amount Of SPL

SPL must be taken in weekly blocks and within a one-year period beginning with the date of the baby's birth of the child's placement for adoption.
The maximum of 52 weeks SPL will be reduced by the number of weeks maternity or adoption leave that has already been taken by the mother or main adopter (or the number of weeks statutory maternity/adoption pay or maternity allowance already taken if the mother or main adopter is not entitled to statutory maternity/adoption leave).

After the birth of a child it is compulsory for the mother to take two weeks maternity leave (four weeks for new mothers who work in a factory), so in the majority of cases working parents will have the opportunity to split 50 weeks of SPL.

SPL is in addition to the statutory right to two weeks paternity leave for fathers and partners.

Benefits During Shared Parental Leave

During SPL, you are entitled to receive your normal contractual benefits, with the exception of your normal pay.

Shared Parental Pay

In addition to the requirements regarding entitlement to leave outlined above, if you wish to claim shared parental pay (SHPP) you must have average weekly earnings equal to or above the lower earnings limit over the eight week period ending with the relevant week.

A maximum of 39 weeks' SHPP is payable, and this will be reduced by the number of weeks' statutory maternity/adoption pay or maternity allowance already taken by the mother or main adopter. SHPP is a standard weekly rate (or 90% of your normal weekly earnings if this is lower) which is set by government each tax year.

You must follow the statutory notification and information requirements detailed below.

Holiday Entitlement and Shared Parental Leave

Annual holiday entitlement will continue to accrue during the whole of your SPL. You must discuss and agree with the company, in advance, when your accrued holiday entitlement can be taken.

Holiday entitlement cannot be taken simultaneously with SPL.

Accrued holiday can only be taken either before the beginning of the leave, after the end of the leave or in between blocks of leave. Authorisation must be obtained from the company in the normal way prior to your accrued holiday being taken.

Contact During Shared Parental Leave

The company may make reasonable contact with you during your SPL. In addition, you may work for up to 20 days without bringing the SPL to an end but, work during SPL will not have the effect of extending your SPL period. These days are referred to as shared parental leave in touch (split) days. If you do work, you will be paid your normal rate of pay inclusive of any SHPP entitlement. You are under no obligation to work during SPL, and the company is under no obligation to offer work. The 20 split days available during SPL are in addition to the 10 "keeping in touch" days available during maternity and adoption leave.

Employees and Managers should where possible have an informal discussion prior to employees giving formal notification of intention to take SPL so that statutory entitlements to other types of leave and pay can be discussed, and to ensure that plans for any discontinuous periods of leave can be considered as early as possible.

Notice of Entitlement and Intention to Take SLP And SHPP

You must notify the company in writing at least eight weeks before the start date of the first period of SPL. The written notice must contain the following information:

- Your name and the other parent's name
- The start and end dates of the mother's or main adopter's maternity/adoption leave (or the start and end dates of the statutory maternity/adoption pay or maternity allowance period if the mother/main adopter is not entitled to statutory leave)
- The expected date of birth/placement and the actual date of birth/placement if the written notice is given after the birth/placement.
- The amount of SPL and SHPP available and an indication of how much each parent intends to take (this may be varied by a subsequent written notice signed by both parents)
- An indication of the start and end dates of the periods of SPL and SHPP that you intend to take. This indication is not binding and can be amended at a later date.
- A signed declaration that you meet the conditions for entitlement to SPL, that the information provided is accurate and that you will notify the company immediately if you cease to meet the conditions for entitlement.

A signed declaration from the other parent containing:

- Their name, address and national insurance number.
- Confirmation that they meet the employment and earnings conditions.
- Confirmation that, at the time of the birth, they will share the main responsibility for the care of the child.
- Their consent to the amount of leave the employee intends to take.
- Confirmation that they will immediately inform you if they cease to satisfy the employment and earnings conditions.

Notice Of Curtailment Of Statutory Maternity/Adoption Leave And Payments

At the same time that a notice of entitlement and intention to take SPL is submitted, the mother/main adopter must give the company a leave and pay curtailment notice giving 8 weeks' notice of the date on which maternity/adoption leave and pay is to end (or the date on which maternity/adoption pay is to end if they are not entitled to maternity/adoption leave).

If the mother is only entitled to maternity allowance (and not maternity leave) her notice of curtailment must be submitted to jobcentre plus. Her maternity allowance cannot be reinstated, so she is in effect giving consent for her partner to take the whole of any SHPP entitlement.

A notice of curtailment is usually binding, but may be revoked in the following circumstances: If it becomes apparent that neither parent is entitled to SPL or SHPP; or

If the curtailment notice was given before the birth and is revoked up to six weeks following the birth (in this case another curtailment notice can be submitted); or if the other parent dies.

Notice To Take A Specific Period Of SPL And SHPP

The first period of SPL may be identified in the initial notice of entitlement and intention to take

SPL. You are entitled to submit a maximum of three formal periods of leave notices.
Each period of leave notice must be given at least eight weeks before the start of a period of leave, stating the dates of the leave and the dates on which SHPP will be claimed, if applicable. If the first period of leave notice is given prior to the birth of a child, the notice may express the start date in relation to the date of birth, for example 'starting two weeks after the baby is born for a period of four weeks'.

Confirmation Of SPL & SHPP

If a continuous period of leave is requested in each period of leave notice, you will be entitled to take that period of leave, and this will be confirmed in writing.

If more than one period of leave is requested in a period of leave notice, the company will seek to accommodate the request but this cannot be guaranteed. Your Manager will discuss the request with you to determine if it can be accommodated. If it cannot be accommodated, there may be an alternative pattern of leave which can be agreed, or the request may be refused. ICS' decision will be confirmed in writing.

If no agreement is reached within 14 calendar days of the period of leave notice being submitted you can:

- Take the discontinuous periods of leave requested in one continuous block, beginning on the original start date: or
- Withdraw the request within 15 calendar days of the request being submitted. If the request is withdrawn in these circumstances, it will not count as one of your three requests: or
- Take the continuous block starting on a new date, as long as the new date is later than the original start date, and you notify the company of the new date within 19 calendar days.
- Varying a period of leave
- If you wish to vary your period of SPL, you are entitled to submit a request to:
- Vary the start date as long as the variation is requested at least eight weeks before the original start date and the new start date; or
- Vary or cancel the amount of leave requested at least eight weeks before the original start date; or
- Request that a single period of leave becomes a discontinuous period of leave, or vice versa.
- A variation will count as one of your three periods of leave notices unless:
- It is made as a result of the child being born earlier or later than the expected week of childbirth.
- The company has requested the variation.
- The company has agreed to accept more than three period of leave notices.

The usual eight week notice requirement may be modified if your child is born early and the new start date for the period of leave is the same length of time following the birth as in the original notice. In this case notice to vary the start date should be given as soon as reasonably practicable

after the birth of the child.

Evidence requirements

The company may request a copy of the child's birth certificate and the name and address of the other parent's employer.
In the case of adoption, the company may request the name and address of the other parent's employer, along with evidence confirming the following:

The name and address of the adoption agency

- The date that the main adopter was notified of having been matched for adoption with the child.
- The date on which the adoption agency expects to place the child.

Any such request will be made by the company within 14 days of receiving your notice of entitlement and intention to take SPL and SHPP. You must respond to the request for evidence within 14 days (or within 14 days of the birth of the child if our request was made before the child was born).

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

Returning From Shared Parental Leave

If you wish to return early from SPL, or extend the period of your SPL, you must notify the company at least 8 weeks before both the original end date and the new end date.

If you return to work immediately after a period of SPL which (together with any statutory maternity/adoption leave you may have taken to care for the same child) was 26 weeks or less, you will return to work in the same job that you left. However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment.

If you return to work from a period of SPL which (together with any maternity/ adoption leave you may have taken to care for the same child) was more than 26 weeks, you will normally be entitled to return to the job in which you were employed before your absence. However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment.

If that is not reasonably practicable, you will be offered a similar role on no less favourable terms and conditions you will not lose the right to return to work if you do not follow the correct

notification procedures. However, the company may take appropriate disciplinary action if you fail to return to work at the end of the SPL period.

In the event that you are unable to return to work at the end of the SPL due to ill health, the company's normal sickness absence rules, procedures and payments will apply.

Parental Leave Policy

Purpose

This policy describes the rights of employees of ICS Umbrella to take parental leave.

It also sets out how and when the leave can be taken, provides information on your contractual rights and your right to return to work following parental leave. If you meet the qualifying conditions set out below, you are entitled to take the relevant statutory parental leave for each child. ICS Umbrella will consider all requests for parental leave, however, you must be aware that parental leave can only be authorised to be taken at a time to suit the needs of the business.

To qualify for parental leave, you must have been employed by the company for a continuous period of one year or more.

You must also have responsibility for the child and you must be one of the following:

- The biological mother or father of the child.
- The child's adoptive parent (male or female).
- Have legal responsibility for the child, such as the child's legal guardian.

You must confirm that the requested leave is intended for the purpose of spending time with or caring for the child.

Taking parental leave

If you meet the qualifying conditions, you are entitled to the following:

- A maximum of 18 weeks' unpaid parental leave for each of your children under the age of 18 years; the leave must be taken before the child's 18th birthday.

You should be aware that there is a maximum of four weeks' parental leave that can be taken in any one year. Parental leave can only be taken in blocks of one complete week or more, except in the case of children with a disability, when you may take parental leave one day at a time.

Contractual benefits during parental leave

You are entitled to enjoy your normal terms and conditions of employment, with the exception of pay, while on parental leave.

Procedure

If you meet the qualifying conditions detailed above, you are required to give ICS Umbrella a minimum of 21 calendar days' notice, in writing, of your request to take parental leave. The request must specify the start and end date of the intended leave and state that the purpose of the leave is to spend time with or to take care of the child.

You must confirm if you have previously taken parental leave, in relation to the same child, during any previous or other employment with another employer.

You are also required to provide evidence of your responsibility to the child. This evidence can be a birth certificate; adoption or matching certificate; court order or parental responsibility agreement.

If you intend to take a period of parental leave immediately after a period of paternity leave, you must give the company a minimum of 21 days' notice from the beginning of the expected week of childbirth or placement.

The Right to Postpone Parental Leave

ICS Umbrella has the right to postpone your parental leave for up to six months if the timing of your absence will unduly disrupt the business. However, any parental leave requested to take place immediately after the birth of your child, or the date of placement, will not be postponed provided that you have given 21 calendar days' notice of your intention to take parental leave at this time.

Periods of Leave

Minimum Periods of Leave

Leave must be taken in blocks of 1 week or a multiple of that period except in a case where the child in respect of who leave is taken is entitled to a disability allowance.

Maximum Periods of Leave

The maximum amount of leave that can be taken in any 1 year is 4 weeks. Calculation of one year period for the purposes of parental leave the period of 1 year commences on the date on which you first became entitled to take parental leave and in the case where your entitlement has been interrupted at the end of a period of continuous employment, on the date on which you most recently became entitled to take parental leave in respect of that child. Each successive period of 12 months will begin on the anniversary of that date.

Right To Return

You have the right to return to ICS Umbrella in the job in which you were employed before your absence with your seniority, pension rights and similar rights as they would have been had you not been absent. However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is

not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment.

Return To Work After Parental Leave Immediately Following Maternity Leave

Where you take parental leave immediately after additional maternity leave you are entitled to return from leave to the job in which you were employed before your absence unless

- It would not have been reasonably practicable for you to return to that job if you had returned at the end of your additional maternity leave period; and
- It is not reasonably practicable for ICS Umbrella to permit you to return to that job at the end of her period of parental leave.

In these circumstances you are entitled to return to another job which is both suitable for you and appropriate for you to do in the circumstances. However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment.

Obligations Of ICS Umbrella

Parental leave is unpaid. This means during any period of parental leave, you will not receive your salary and other cash payments, which would normally be paid to you, while you are at work.

ICS Umbrella implied obligation of trust and confidence to you and any terms and conditions of your employment relating to:

- Notice of the termination of the employment contract by ICS;
- Compensation in the event of redundancy; and
- Disciplinary or grievance procedures; will continue to apply during the parental leave.

Obligations of the employee

Your implied obligation of good faith to ICS Umbrella and any terms and conditions of your employment relating to:

- Notice of the termination of the employment contract by you.
- The disclosure of confidential information.
- The acceptance of gifts or other benefits; and your participation in any other business; will continue to apply during parental leave.

Preservation Of Terms and Conditions On Return Terms And Conditions

Your right to return is to return on terms and conditions including those relating to remuneration, which are no less favourable than those which would have applied had you not been absent from work at any time since:

In the case of you returning from parental leave taken immediately after additional maternity leave, the commencement of the ordinary maternity leave period which preceded your additional maternity leave and parental leave. In the case of you returning from parental leave (other than parental leave taken immediately after additional maternity leave) the commencement of the period of parental leave.

Your seniority and similar rights on your return to work are as they would have been if the period of your employment prior to parental leave (and additional maternity leave) were continued with your employment following your return to work.

Holiday Entitlement

You will continue to accrue statutory holiday under the working time regulations 1998 during parental leave. No additional contractual holiday will accrue.

Hybrid/Remote Working

Hybrid working (home or remote working) simply means that employees conduct their job from home or a designated location with the same contractual obligations, such as core working hours. Employees working remotely must be available and contactable during core working hours as they would be whilst working in the office/ on site. Hybrid/remote working does not accommodate childcare or other caring responsibilities.

If the End Client has adopted a hybrid working practice that allows for flexible working, at all times the needs of the assignment must come first. You must request a copy of the Clients Hybrid / Remote working policy and comply with the requirements of this at all times. Breach of these rules may result in disciplinary action, up to and including the termination of your employment without notice for gross misconduct.

Annual Leave Policy Holidays

Holiday Year/Entitlement

ICS Umbrella's holiday year is a rolling period of 12 months commencing on the date of your first assignment with ICS Umbrella. Your holiday entitlement will be calculated based upon 28 days per year for a full-time employee for the avoidance of doubt, your holiday entitlement incorporates your full statutory paid leave entitlement and any holidays you take (including any paid bank or public holiday) will be deemed first to be statutory paid leave and then, only when this is exhausted, to be any additional contractual paid leave.

You will be given the option to have your holiday paid to you in advance or accrued and either way you choose to have this paid, payment for holiday will be calculated in accordance with the applicable legislation in force at the time you take your holiday. Holiday pay legislation can be found on the government website.

Annual holiday entitlement for part-time employees accrues on a pro-rata basis.

You are considered to be an irregular hours worker and/or a part year worker for the purposes of the Working Time Regulations 1998. If you do not consider yourself to be an irregular hours worker or a part-year worker you must advise ICS immediately.

Illness

If you are ill on holiday, you will nevertheless be considered to be on holiday leave and not on sick leave. Sickness absence may not be replaced by holiday entitlement, which must be pre- booked in accordance with company procedures.

Notice/Authorisation

All periods of annual leave must be authorised in advance by ICS Umbrella and the Client. You must request holiday dates in good time but not less than 14 days in advance, and always before booking any holiday.

Where you have just started on a new assignment with a Client you must provide ICS Umbrella with at least 21 days' notice in advance of your intention to take leave. Wherever possible ICS Umbrella will agree your holiday dates, but we reserve the right to refuse days which we think will cause problems for ICS Umbrella or the Client. Holiday taken without prior authorisation will not be paid for and will be regarded as a disciplinary matter.

Unused Holiday Entitlement

Unused holiday entitlement may not be carried forward into a new holiday year and no payment will be made in respect of the holidays not taken. It is therefore in your interests to ensure that you take your full annual leave entitlement in each holiday year.

Where, as a result of a period of incapacity or statutory leave, you are unable to take some or all of your accrued holiday allowance in the relevant leave year, you are entitled to carry forward such untaken holiday into the following leave year. In the case of carry over due to Incapacity, any such carried over holiday allowance must be taken within 18 months of the end of the holiday year in which it accrued, otherwise it will be lost.

Holidays On Termination

In the event of your leaving ICS Umbrella and you have not taken your full holiday entitlement you will be paid for your accrued holiday entitlement up to the date of termination.
If on termination you have taken more annual leave than you have accrued in that holiday year, ICS Umbrella reserves the right to require you to repay an amount equivalent to the number of days by which you have exceeded your entitlement. ICS Umbrella reserves the right to deduct this sum from

Any monies whether final salary or bonus, outstanding expenses etc. If this amount is in excess of such sums, we will seek to recover this money from you.
ICS Umbrella reserves the right to require that any outstanding holiday entitlement is taken during any period of notice whether given by you or ICS Umbrella.

Misconduct

ICS Umbrella reserves the right, should you be summarily dismissed for gross misconduct, to pay you no more than [£1 per day] in lieu of any accrued and untaken statutory holiday.
Holiday pay may be withdrawn in whole or in part should you fail to give proper notice of termination of your contract or should you leave before the said notice period expires. In such case your holiday pay will be reduced by the number of days' notice not worked, or to a payment of [£1 per day] in the case where you have not worked any period of notice. In any case where ICS Umbrella agrees to waive the need for you to work out your notice, this will not apply.

Parental Bereavement Leave

What This Policy Covers

This policy applies to employees. However, statutory parental bereavement pay may be available to both employees and workers.

This policy outlines your statutory right to parental bereavement leave and the qualifying conditions for statutory parental bereavement pay and the procedure that you need to follow when requesting parental bereavement leave. It also provides information relating to your contractual rights and your right to return to work following parental bereavement leave.
The following sections provide only a general guide; further guidance and clarification must be sought from the payroll Manager.

Your Entitlements and Responsibilities

You can take up to two weeks' parental bereavement leave in the 56 weeks following the death of a child aged under 18 of which you are a parent or partner of a parent.
Leave may be taken as a single unit of two weeks, or as two units of one week each.
Qualifying Conditions for Parental Bereavement Leave

In order to qualify for parental bereavement, leave you must:

- Be a "parent" of the child or be the partner of such a person. "parent" is defined widely and includes adoptive parents and kinship carers.
- Confirm the requested leave is parental bereavement leave.
-

If you are eligible you are entitled to take up to two weeks' paid parental bereavement leave.

Parental bereavement leave must be taken in units of either one whole week or two consecutive whole weeks. Leave may start on any day of the week, on or following the child's death, but must be completed within 56 weeks of the date of death of the child.

Statutory Parental Bereavement Leave Pay

Statutory parental bereavement leave pay is paid at a statutory rate, or 90% of weekly earnings, whichever is the lower amount.

In order to qualify for statutory parental bereavement leave pay you must:

- Have worked continuously for ICS Umbrella ltd for 26 weeks up to the end of the week prior to the child's death (the "relevant week")
- Have average weekly earnings equal to or above the lower earnings limit for
- National insurance purposes over the eight-week period leading up to the end of the relevant week.

Contractual Benefits During Your Parental Bereavement Leave

You are entitled to enjoy your normal terms and conditions of employment, with the exception of pay, whilst on parental bereavement leave.

Right To Return To Work Following Parental Bereavement Leave

You are normally entitled to return to the same job following your parental bereavement leave. However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment

If your parental bereavement leave immediately follows a period of additional maternity leave, shared parental leave or parental leave of more than four consecutive weeks you are also entitled to return to your original job at the end of the parental bereavement leave. However, if this is not reasonably practicable, you will be offered a similar role on no less favourable terms and conditions. Whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment.

Contact During Parental Bereavement Leave

ICS Umbrella LTD may make reasonable contact with you during your parental bereavement leave.

Requesting Parental Bereavement **Leave**

ICS Umbrella ltd understands that, due to the nature of the circumstances giving rise to parental bereavement leave, it will not always be possible to give ICS Umbrella advance notice of any leave, but you should let ICS Umbrella know as soon practicability possible.

You must give ICS Umbrella ltd notice of your intention to take parental bereavement leave, stating:

- The date of the child's death.
- The date on which the leave is to begin.

- Whether you intend to take one or two weeks' leave.

You do not have to do this in writing, but you will need to give ICS Umbrella ltd sufficient information for us to understand that your time off falls under the parental bereavement leave provision.

If notice to take parental bereavement leave is being given within the first 56 days after your child's death, this should be given before your scheduled start time on the first day of Absence or, if this is not reasonably practicable, notice should be given as soon as reasonably practicable. If you wish to take parental bereavement leave later than 56 days after your child's death, you must give at least one week's notice.

Taking Parental Bereavement Leave

Leave may start on any day of the week on or following the child's death. Your leave must be completed within 56 weeks of the date of death of the child.

Claiming Parental Bereavement Leave Pay

Although you do not need to give notice in writing to request parental bereavement leave, if you wish to claim parental bereavement leave pay (subject to the qualifying conditions), you must provide ICS Umbrella ltd with the following information in writing:

- The date of your child's death.
- A declaration that you meet the qualifying conditions (i.e. That you are the parent of the child).

Returning To Work After Your Parental Bereavement Leave

You are normally entitled to return to work following parental bereavement leave to the same position you held before commencing your leave. Your terms of employment will continue to be the same as they would have been had you not been on parental bereavement leave. However whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment. If your parental bereavement leave has been combined with a period of additional maternity leave or shared parental leave totalling more than 26 weeks or a period of parental leave of more than four consecutive weeks, and it is not reasonably practicable for you to return to the job you held before commencing leave, ICS Umbrella ltd will offer you a suitable and appropriate alternative position.

However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment

Breach of this Policy

If you take a period of parental bereavement leave fraudulently, you may be subject to disciplinary action up to and including dismissal.

Public Interest Disclosure ('Whistleblowing')

What this policy covers

ICS Umbrella constantly strives to safeguard and act in the interest of the public and its employees. It is important to ICS Umbrella that any fraud, misconduct or wrongdoing, by employees or other agents, is reported and properly addressed.
This policy applies to all employees and all other agents of ICS Umbrella, who are encouraged to raise concerns in a responsible manner. ICS Umbrella prefers that a concern is raised and dealt with properly, rather than kept quiet.

Your responsibilities
Certain disclosures are prescribed by law as “qualifying disclosures.” A “qualifying disclosure” means a disclosure of information that you genuinely and reasonably believe is in the public interest and shows that the Organisation has committed a “relevant failure”

You are encouraged to bring to the attention of ICS Umbrella any practice or action of ICS Umbrella, its employees or other agents that you reasonably believe is against the public interest, in that the practice or action is:

- a criminal offence
- a failure to comply with any legal obligation
- a miscarriage of justice
- a danger to the health and safety of any individual
- that the environment is being, or is likely to be, damaged
- an attempt to conceal information on any of the above

Any individual raising legitimate concerns will not be subject to any detriment, either during or after employment. ICS Umbrella will also endeavour to ensure that the individual is protected from any intimidation or harassment by any other parties. The Employment Rights Act 1996 provides protection for workers who “blow the whistle”, where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be “in the public interest.” We encourage you to use the procedure to raise any such concerns.

Everyone who raises matters of concern under this policy are protected against detrimental treatment, up to and including dismissal, because they have made a disclosure. Bullying, harassment or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

Should the concern not meet the requirement to be a qualifying disclosure, you should raise this under the Organisation’s grievance policy. Where a concern is raised under the whistleblowing

policy where it is not appropriate to do so, ie it relates to a personal grievance, the receiving manager will confirm that the matter will be addressed under the grievance policy.

Procedure

In the first instance, you should raise any concerns you have with your Line Manager and ICS Umbrella. If you believe your manager to be involved, or if, for any reason, you do not wish to approach your Line Manager, then you should raise it with a more senior manager within ICS Umbrella.

Any matter raised under this policy will be investigated promptly and confidentially. The outcome of the investigation, as well as any necessary remedial action to be taken, will be confirmed to you. If no action is to be taken, the reason for this will be explained to you. Allegations regarding potential breaches of this policy will be treated in confidence and investigated thoroughly. If you raise any concerns under this policy, ICS Umbrella is committed to ensuring that you are protected from victimisation, harassment or less favourable treatment.

Any such incidents will be dealt with under ICS Umbrella's Disciplinary Procedures.

Escalating your concern

If you are dissatisfied with this response, you should raise your concerns in writing directly to Operations Director.

If, after escalating your concerns, you believe that the appropriate remedial action has not been taken, you should then report the matter to the proper authority. These authorities include:

- HM Revenue & Customs
- the Financial Conduct Authority
- the Health and Safety Executive
- the Environment Agency or Scottish Environmental Protection Agency
- the Information Commissioner

This list is not intended to be exhaustive, and you must take care to ensure you contact the proper authority in relation to the particular concerns you have.

If you are unsure as to the appropriate authority, advice can be sought from Public Concern at Work which is an independent Whistleblowing Charity. Their contact details are at the end of this policy.

If you raise a false allegation and you are found to be culpable, or in any way involved in the wrongdoing, or if you raise a concern maliciously or in a manner not prescribed in this policy, then you may be subject to disciplinary action up to and including dismissal without notice for gross misconduct.

You should not disclose to a non-relevant third party any details of any concern raised in accordance with this policy, and you must not, in any circumstances, publicise your concerns in any way.

Independent advice

Independent advice and support can be obtained from Public Concern at Work (Independent Whistleblowing Charity):

Contact Page	https://protect-advice.org.uk/contact-protect-advice-line/
Tel	Tel:020 3117 2520
Website	https://protect-advice.org.uk/

Harassment and Bullying

What this policy coversThis policy applies to employees and covers bullying & harassment of anyone whilst working on an assignment this includes client sites or any work-related setting (including locations for training and work-related social events). This policy also applies to virtual settings and social media where deemed to be work-related.

As part of the ICS Umbrella's overall commitment to equality of opportunity, we are committed working environment in which everyone is treated with respect and dignity and seek to ensure that the working environment is safe and supportive to all those who work for us. We expect all employees of ICS Umbrella to behave professionally whilst on assignment.

The aim of this policy is to prevent harassment and bullying which includes harassment and bullying by other workers or by third parties you encounter while doing your job.

ICS Umbrella has a zero-tolerance policy toward any form of harassment or bullying in the workplace. Harassment or bullying at work in any form is unacceptable behaviour and will not be permitted or condoned and will be viewed as a gross misconduct offence which may result in dismissal without notice.

What is harassment and bullying?

Harassment and bullying detract from a productive working environment and can impact on the health, confidence, morale and performance of those affected by it, including anyone who witnesses or has knowledge of the unwanted or unacceptable behaviour.

Definition of harassment

Harassment is any unwanted physical, verbal or non-verbal conduct based on sex, sexual orientation, marital or civil partnership status, gender reassignment, religion or belief, age, race or disability which affects the dignity of anyone at work or creates an intimidating, hostile, degrading, humiliating or offensive environment.

A single incident of unwanted or offensive behaviour can amount to harassment.
Some examples are given below, but many forms of behaviour can constitute harassment. These examples are

- physical conduct, ranging from touching, pushing or grabbing to punching or serious assault
- verbal or written harassment through jokes, offensive language, defamatory remarks, gossip, or letters
- unwelcome sexual behaviour, including unwanted suggestions, propositions or advances
- the sending or displaying of material that is pornographic or obscene, including emails, text messages, video clips, photographs, posters, emblems or any other offensive material
- inappropriate posts or comments on or via social media commonly known as "cyber bullying"
- isolation, non-co-operation at work or exclusion from social activities
- coercion, including pressure for sexual favours
- inappropriate personal contact, including intrusion by pestering or spying

It should be noted that it is the impact of the behaviour that is relevant and not solely the motive or intent behind it.

Definition of bullying

Bulling is persistent, offensive, abusive, intimidating or insulting behaviour, which, through the abuse of power, makes the recipient feel upset, threatened, humiliated or vulnerable.
Bullying can be a form of harassment and can undermine an individual's self-confidence and self-esteem and cause them to suffer stress.

Bullying can take the form of physical, verbal and non-verbal conduct. As with harassment, there are many examples of bullying, which can include:

- shouting at or humiliating others
- high-handed or oppressive levels of supervision
- unjustified, offensive and/or insulting remarks about performance
- excluding employees from meetings, events or communications without good cause
- physical or emotional threats

Your rights

You have the right to work in an environment which is free from any form of harassment or bullying. All complaints will be dealt with seriously, promptly and confidentially.

Every effort will be made to ensure that, when you make a complaint, you will be protected from further acts of bullying and harassment. If others also give evidence or information in connection

with the complaint, they equally will be protected. Perpetrators of these acts will be subject to disciplinary action which may warrant dismissal.

Your responsibilities

You have a responsibility to help ensure a working environment in which the dignity of everyone is respected. You must request a copy of the clients policies whilst working on an assignment and comply with this policy and any client policies and you should ensure that your behaviour to colleagues and anyone connected to the Company, does not cause offence and could not in any way be considered to be harassment or bullying.

You should discourage harassment and bullying by making it clear that you find such behaviour unacceptable. You should also support colleagues who suffer such treatment and are considering making a complaint. You must alert the appropriate contact whilst on assignment immediately to any incident of harassment or bullying to enable the Company to deal with the matter promptly and effectively. You must also inform ICS Umbrella via people@icsuk.com

In order to raise a complaint of harassment or bullying, please refer to the Company Grievance Procedure (outlined elsewhere in this Employee Handbook)

Sexual Harassment Policy

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

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

The law requires employers to take reasonable steps to prevent sexual harassment of their employees. We take action to prevent sexual harassment from occurring and have clear reporting procedures for our employees to make a complaint about sexual harassment, which are outlined further in this policy. If you have been sexually harassed, or you have witnessed sexual harassment, we encourage you to contact us so that we can deal with the matter swiftly. Instances of sexual harassment or victimisation may lead to disciplinary action up to, and including, termination of employment.

You have a responsibility to help ensure a working environment in which the dignity of everyone is respected. You must request a copy of the clients policies regarding sexual harassment whilst working on an assignment and comply with this policy and any other client policies and you should ensure that your behaviour to colleagues and anyone connected to the Company, does not cause offence.

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

Scope

We deplore all forms of sexual harassment and seek to ensure that the working environment is safe and supportive to all those who work for us. We expect all employees of ICS Umbrella to behave professionally whilst on assignment. This includes employees, workers, agency workers, volunteers and contractors in all areas of our Company.

ICS Umbrella has a zero-tolerance policy toward any form of sexual harassment in the workplace. Sexual Harassment in any form is unacceptable behaviour and will not be permitted or condoned and will be viewed as a gross misconduct offence which may result in dismissal without notice.

Definitions

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

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

- sexual comments or jokes, which may be referred to as “banter”
- displaying sexually graphic pictures, posters or photos
- suggestive looks, staring or leering
- propositions and sexual advances
- making promises in return for sexual favours
- sexual gestures
- intrusive questions about a person’s private or sex life or a person discussing their own sex life
- sexual posts or contact in online communications, including on social media
- spreading sexual rumours about a person
- sending sexually explicit emails, text messages or messages via other social media
- unwelcome touching, hugging, massaging or kissing

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

The protected acts are:

- making a claim or complaint under the Equality Act (EqA) (eg for discrimination or harassment)
- helping someone else to make a claim by giving evidence or information in connection with proceedings under the EqA
- making an allegation that someone has breached the EqA
- doing anything else in connection with the EqA. Examples of victimisation may include:
- failing to consider someone for promotion because they have previously made a sexual harassment complaint
- dismissing someone because they accompanied a colleague to a meeting about a sexual harassment complaint
- excluding someone from work meetings because they gave evidence as a witness for another employee as part of an employment tribunal claim about harassment.

Circumstances which are covered

This policy covers behaviour which occurs in the following situations:

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

What to do if you are subject to sexual harassment or victimisation

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

Informal Complaint

We recognise that complaints of sexual harassment or victimisation can be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure.

In these circumstances, you are encouraged to raise such issues with a manager of your choice at the agency/end client) as a confidential helper, however in all instances you should ensure ICS Umbrella are made aware. This person cannot be the same person who will be responsible for

investigating the matter if it becomes a formal complaint. If you need any support on this matter, please contact ICS Umbrella.

If you experience sexual harassment and you feel comfortable to do so, you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop.

In addition, you may also choose to raise concerns during your regular communication with your Line Manager whilst on assignment eg in a one-to-one meeting.
If you don't have a one-to-one meeting scheduled with your manager, you can ask to meet with them to discuss any concerns that you may have please also inform ICS Umbrella who will encourage you to follow the reporting procedures below.

Formal Complaint

Where the informal approach fails or if the sexual harassment or victimisation is more serious, you should bring the matter to the attention of ICS Umbrella and at the agency/end client as a formal written complaint and again your confidential helper can assist you in this. It is important to ensure all parties are aware, so that we can cooperate with one another. All instances will be kept strictly confidential.

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

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

Please submit and formal complaints to people@icsuk.com . On receipt of a formal complaint, we will take action to separate you from the alleged harasser if possible, to enable an uninterrupted investigation to take place.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location (which includes telephone or teams meeting) to discuss the matter and carry out a thorough investigation. The meeting will normally be held within five working days of receipt of your complaint. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidentiality may be dealt with under the disciplinary procedure.

On conclusion of the investigation, which will normally be within 10 working days of the meeting with you, the decision of the investigator, detailing the findings, will be sent in writing to you. You have the right to appeal against the findings of the investigator. If you wish to appeal, you must inform Human Resources within five working days of receiving the outcome. Any appeals must be submitted to people@icsuk.com. You will then be invited to a further meeting.

As far as reasonably practicable, a representative from ICS Umbrella will be represented by a more senior manager than the manager who attended the first meeting (unless the most senior manager attended that meeting)Following the appeal meeting, you will be informed of the final decision, normally within 10 working days, which will be confirmed in writing. The decision at this stage will be final.

Regardless of the outcome of the procedure, we are committed to providing the support you may need ICS Umbrella will work the agency/end client to help facilitate this
You will not be victimised for having brought a complaint.

What to do if you witness sexual harassment or victimisation

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

If reporting the incident, you should follow the above procedures. Your concerns will be handled by a member of the management team, who will sensitively talk to the person subject to sexual harassment to determine how they want the matter to be handled.

Third-Party sexual harassment

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

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

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

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

- Liase with agencies/end clients regarding policies and procedures, they will communicate with you any polices regarding sexual harassment, conduct and you are to adhere to them whilst on an assignment. In the event of you not being informed of any policies, you should inform ICS Umbrella and as a minimum should follow this policy.
- inform third parties (ie suppliers) of our zero-tolerance sexual harassment policy within our supplier documentation

If you have been subjected to third-party sexual harassment, you are encouraged to report this as soon as possible to Human Resources at people@icsuk.com or your contact at ICS Umbrella.

Should a third party sexually harass an employee of ICS Umbrella, we will investigate the behaviour and take any appropriate action as necessary. Any criminal acts will be reported to the police.

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

Disciplinary Action

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

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

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

Modern Slavery

ICS Umbrella acknowledges its responsibilities in relation to tackling modern slavery and commits to complying with the provisions in the Modern Slavery Act 2015. Our Modern slavery statement can be found on our website www.icsuk.com/modern-slavery-statement/

MENOPAUSE POLICY

What this policy covers

The purpose of this policy is to assist with creating an open and menopause friendly environment where those experiencing menopausal symptoms feel comfortable discussing any issues associated with this, and to ensure the necessary support is known about and offered to those affected.

The menopause usually occurs in women who are in their late 40's or early 50's and is a natural stage of life for women when their periods stop and they experience hormonal changes such as a decrease in oestrogen levels. It can also happen much earlier in their twenties/thirties for women but this is not common. Transgender and non-binary employees may also be experience menopausal symptoms.

The term 'perimenopause' is used when a woman's body is starting to change in the build up to the menopause. The perimenopause usually starts in the mid-forties, but can start earlier or later and last several years. It is important to be aware that certain surgeries such as a hysterectomy,

oophorectomy, or having chemotherapy, rather than natural ageing, may trigger the menopause/perimenopause in a woman.

There can also be genetic reasons for the menopause or perimenopause and in some cases the reason is unknown. Managing the impact of the menopause at work is important for all parties as it can have a significant impact on day to day life and working relationships.

For those experiencing symptoms:

- it can be a difficult and stressful time which sometimes goes undiagnosed and/or untreated;
- they could be experiencing physical changes to the body which can be considerable and require a change in lifestyle and habits;
- their mental health and over-all sense of wellbeing could be impacted;
- it is a very sensitive and personal matter which can last many years.

For management:

- to understand the health and wellbeing issues which might be raised and ways in which they can provide support;
- to understand the potential impact on work

<u>Your responsibilities</u>

If you believe you are in the perimenopause stage or are entering the menopause and you feel that this is impacting upon your work it is important to talk to your Line Manager or the relevant person on assignment or with the agency/end client. You are also requested to Observe and comply with the Clients policy in relation to Menopause.

We aim to normalise conversations about menopause in the workplace and remove any stigma.

Symptoms may affect an employee's performance at work. In order to support employees during this time the ICS Umbrella and the end client/agency needs to be made aware of how the menopause is impacting you, so honest and open conversations are encouraged. With your consent medical information may be requested and guidance from professionals sought.

ICS Umbrella aims to facilitate an open, understanding and supportive working environment. You are encouraged to inform ICS Umbrella, end client and agency that you are experiencing menopausal symptoms at an early stage to ensure that symptoms are treated as an ongoing health issue rather than as individual instances of ill health.

Early notification will also help to determine the most appropriate course of action to support your individual needs. If you do not wish to discuss the issue with your direct line manager you may find it helpful to have an initial discussion with a trusted colleague, another manager.

There are many external sources of help and support for employees and managers, including the information points below:

- www.menopausematters.co.uk which provides information about the menopause, menopausal symptoms and treatment options;

- the www.daisynetwork.org charity , which provides support for women experiencing premature menopause or premature ovarian insufficiency; and
- the www.menopausecafe.net which provides information about events where strangers gather to eat cake, drink tea and discuss the menopause.

Reasonable adjustments
Following discussions with your Agency/enc client and ICS Umbrella or after seeking medical advice certain reasonable adjustments may be put in place to support you being able to manage the effects of the menopause and perimenopause. This may include making sure health and safety checks are in place, are regularly carried out and risks minimised, reduced or where possible removed.

Environment
Take the time to discuss any needs with your line manager or the relevant person on assignment with the end client/agency.

Flexible working
You should discuss such requests with your End client/agency and ICS Umbrella and (where applicable) follow the Flexible Working Request procedure in the Flexible Working Policy. Depending on the circumstances, requests may be approved on a permanent or temporary basis.

Data Protection
The Company will process any personal data collected in accordance with its Data Protection policy. Data collected from the point at which the Company becomes aware of the issue is held securely and accessed by, and disclosed to, individuals only for the purposes of providing the necessary support.

Discrimination and the behaviour of others
The menopause can in extreme cases amount to a disability for the purposes of the Equality Act 2010. ICS Umbrella will ensure that you are not treated less favourably than others as a result of any disability and will also work with you to make reasonable adjustments as required.

There is an expectation on all employess to conduct themselves in a helpful and open minded matter towards colleagues. We have a zero tolerance approach to bullying and harassment and will treat all complaints seriously. If you feel you have been mistreated in any way by a colleague due to matter matters related to the menopause, please inform your Line Manager.

Health and safety
The Health and Safety at Work etc. Act 1974 imposes a duty to ensure, so far as is reasonably practicable everyone's health, safety and welfare at work. You have a duty to request a copy of the Client's health and safety policy prior to starting nay assignment and ensure that you read and understand such policy and Observe and comply with the Client's health and safety policy at all times.

Neonatal Care Leave

This policy outlines your statutory right to Neonatal Care Leave, the qualifying conditions for Statutory Neonatal Care Pay and the procedure that you need to follow when requesting Neonatal Care Leave. It also provides information relating to your contractual rights and your right to return to work following Neonatal Care Leave.

Employees have a statutory right to neonatal care leave from day one of employment where they are responsible for a baby receiving neonatal care. We recognise that this can be a difficult and worrying time, both physically and mentally.

The following sections provide only a general guide; further guidance and clarification must be sought for ICS.

Your entitlements and responsibilities

You can take Neonatal Care Leave if you are a parent (or partner of a parent) of a child who is receiving, or has received, neonatal care. Neonatal care must have begun within the first 28 days of birth, and care must continue for a period of at least seven continuous days, beginning with the day after neonatal care started.

Neonatal care is defined as:

- medical care received in a hospital
- medical care received under the direction of a consultant following discharge from hospital
- palliative or end of life care.

Timing and length of Neonatal Care Leave

You can take one week of leave in respect of each week the child receives neonatal care without interruption, up to a maximum of 12 weeks.
You can choose to take the leave whilst the child is receiving neonatal care and/or at a later time, provided that the leave is taken within 68 weeks of your child's birth date. If you have already started a period of statutory leave (such as maternity, paternity, shared parental or adoption leave) you can take your neonatal care leave after completing the other statutory leave.
Leave taken whilst the child is receiving neonatal care (and up to 7 days after care ends) can be taken in non-continuous blocks of a minimum of one week at a time. Leave taken at a later date must be taken in one continuous block.
Neonatal Care Leave can start on any day of the week. The earliest that leave can start is the eighth day after the first period of neonatal care started.

Multiple births
The 12 week limit also applies if more than one child born as a result of the same pregnancy is receiving neonatal care. If more than one child is receiving neonatal care at the same time, entitlement to Neonatal Care Leave for that period can only be accrued in respect of one child.
Qualifying conditions for Neonatal Care Leave

In order to qualify for Neonatal Care Leave you must:

- be a parent or adopter, or intended parent or adopter, of the child or be the partner of the child's mother or adopter
- have responsibility for the child's upbringing

- be taking the leave to care for the child
- comply with the notice requirements detailed below.

Statutory Neonatal Care Pay

Statutory Neonatal Care Pay is paid at a statutory rate, or 90% of weekly earnings, whichever is the lower amount.
In order to qualify for Statutory Neonatal Care Pay you must:

- have worked continuously for the Company for 26 weeks up to the end of the week prior to the relevant week
- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes over the eight week period leading up to the end of the relevant week.

'Relevant week' means:

- the 15th week before the expected week of childbirth (if you are entitled to statutory maternity pay or statutory paternity pay in relation to the birth)
- the week in which the adopter is notified of being matched with the child (if you are entitled to statutory adoption pay or statutory paternity pay in relation to adoption)
- the week immediately before the one in which the neonatal care starts (in all other cases).

Contractual benefits during your Neonatal Care Leave
You are entitled to your normal terms and conditions of employment, with the exception of pay, whilst on Neonatal Care Leave.

Contact during Neonatal Care Leave
The Company may make reasonable contact with you during your Neonatal Care Leave.

Procedure

Notice to take Neonatal Care Leave
You must give ICS and the Client notice in writing if you want to take neonatal care leave.
The notice must specify:

- the date of the child's birth or placement for adoption
- the date on which neonatal care started
- the date neonatal care ended if the child is no longer receiving it
- the number of weeks' leave you want to take
- the declaration that you are taking the leave to care for the child
- the declaration that you meet the eligibility requirements.

Notice to take leave whilst the child is receiving neonatal care

If you are taking leave whilst the child is receiving neonatal care, or up to seven days after neonatal care has ended, notice does not have to be in writing, but it should be given before your scheduled start time on your first day of absence. If this is not reasonably practicable, notice should be given as soon as reasonably practicable.
If you qualify for Statutory Neonatal Care Pay, you must provide the information listed above in writing within 28 days after the start of the leave.

Notice to take leave after neonatal care has ended

If you are taking leave more than seven days after neonatal care has ended (such as at the end of another period of statutory leave), notice should be given in writing in advance, as follows:

- 15 days' notice of one week of neonatal care leave (and pay, if eligible)
- 28 days' notice of two or more weeks of neonatal care leave (and pay, if eligible).

You must take the leave before the end of a period of 68 weeks beginning with the child's date of birth or date of placement in cases of adoption.

If you accrue neonatal care leave after already starting another period of statutory family leave, such as maternity or paternity leave, then you can take the neonatal care leave after the end of the statutory family leave, providing it is within 68 weeks beginning on the child's date of birth or placement.

Pay during leave

You are entitled to Statutory Neonatal Care Pay during neonatal care leave if you:

- are eligible for statutory neonatal care leave
- have 26 weeks' continuous service by the week immediately preceding the one in which neonatal care starts
- earn at least the lower earnings limit on average calculated over the period of eight weeks ending with the week before neonatal care starts
- are still in employment in the week before neonatal care starts.

If you are eligible, you are entitled to a maximum of 12 weeks' Statutory Neonatal Care Pay, paid at one week per every seven uninterrupted days of care the child receives.

The weekly rate of Statutory Neonatal Care Pay is the lower of:

- the current statutory rate
- 90% of your normal weekly earnings.

If you are eligible for Statutory Neonatal Care Pay, you need to give us notice in writing of your intention to claim it alongside your notice of intention to take neonatal care leave.

<u>Returning to work after Neonatal Care Leave</u>
You are normally entitled to return to the same job following your Neonatal Care Leave.
If your Neonatal Care Leave immediately follows Parental Leave of more than four consecutive weeks, or other statutory family-related leave totalling more than 26 weeks, you are also entitled to return to your original assignment. .

However, if you have taken any period of Neonatal Care Leave and it is not reasonably practicable for ICS Umbrella to allow you to return to the same assignment. ICS Umbrella may give you another suitable and appropriate assignment on terms and conditions that are not less favourable. However, whether or not you are able to return to the same assignment will depend

upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing the company will endeavour to place you in a suitable assignment in accordance with your contract of employment.

Breach of this policy

If you take a period of Neonatal Care Leave fraudulently, you may be subject to disciplinary action up to and including dismissal.

Document Control

This will be reviewed and/or updated on an annual basis or when relevant to include newly developed standards into this handbook.

Date and Comments	Next Review due
Jan 21 Document moved onto online 'Document hub'	Jan 22
Jan 22 annual review completed	Jan 23
Jan 23 annual review completed	Jan 24
Jan 24 – more info added to anti-bribery & Corruption + whistleblowing	Jan 25
Aug 24 - more info on antenatal appointments added	Jan 25
Oct 24 - Document updated to include sexual harassment	Jan 25
Feb 25 - reviewed and document control added	Feb 26
March 25 – Addition on processing data for compliance and audit purposes Addition to make ICS aware of any reasonable adjustment request and aware of client grievances.	March 26
April 2025- Neonatal leave and pay added and time of for dependants and careers leave	April 2026
September 2025 - More details around conduct and standards expected of ICS Umbrella employees, whether this be inside or outside of work. Information surrounding breaching this.	April 2026
Added bullying and harassment and updated sexual harassment policy	June 2026



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