



Agency Worker Handbook

*This handbook is available in alternative languages:
(Polish, Ukrainian, Russian, French, Italian, German and Spanish)*

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1 Introduction

Welcome to Abatec Recruitment.

This handbook has been produced to help you understand more about our business and to provide you with a point of reference for any questions you might have about working for us, or about your terms of engagement.

This handbook is not contractual but is intended as a general guide. Whilst it does not form part of your terms of engagement, you should be aware that a breach of any of the policies, procedures or guidelines that it contains, or refers to, could lead to the end of your assignment. Please therefore ensure that you read it carefully and, if there are any points you do not understand, or you would like any further details, please contact us on 01934 635 025.

From time to time changes to the contents may be necessary, and we reserve the right to modify or discontinue the benefits, policies or terms described in this handbook. If any part of the handbook conflicts with existing law, regulations or other statutory requirements, only the part that is in direct conflict will be invalid. Notification of any general changes or additions will be given by the Support Services team. Any variations to your contractual terms will be notified to you individually following proper consultations.

We are committed to the principle of equal opportunity in our recruitment practices. We aim to ensure that no Agency Worker receives less favourable treatment due to age, disability, gender reassignment, marital or civil partnership status, pregnancy or maternity, race (including nationality, ethnic or national origin), religion or philosophical belief, sex or sexual orientation, or is disadvantaged by any conditions or requirements being placed on them which cannot be justified. We will not condone any discriminatory act or attitude in the conduct of our business with our Agency Workers, or anyone with whom we deal and we look to you to support us in implementing these policies.

2 About our business

As a multi-award-winning business, Abatec has been at the forefront of the recruitment industry for over 30 years. Founded on the principles of integrity, commitment, and excellence, we have been successfully aligning companies with premier talent, cementing our position as a trusted recruitment partner.

Our expertise extends across the industrial, engineering, and civil engineering sectors, where we've nurtured strong relationships and cultivated an extensive network of skilled professionals. We have a deep understanding of the unique demands and challenges of these industries, equipping us with the knowledge to provide tailored solutions that meet our clients' specific needs.

At Abatec, our mission is simple – to bridge the gap between our clients' aspirations and the right talent, fostering growth and success. Trust us to navigate your journey to the perfect hire.

3 On joining us

3.1 Application or CV

Your application form and/or your CV, and any other documentation submitted as part of your application, must be completed accurately and honestly. Failure to do so may result in us being unable to commence your assignment or result in the termination of your assignment. If you become aware of any inaccuracy or omission in the information supplied, you should advise your recruiter immediately.

3.2 Right to work in the UK and tax declaration

By law, we are required to check that all new Agency Workers have the right to work in the UK. An email with an attached document will be sent before you start work that sets out the relevant documents you should provide to us before you commence work. For those who are permitted to work in the UK on a temporary basis only, we will be required to undertake additional checks when your permission to be in the UK and to do the work in question expires.

Should you cease to be entitled to work in the UK at any time during your assignment with us, failure to notify your recruiter may trigger the end of your assignment. Any restrictions on your working hours should be fully complied with.

If your assignment with us is dependent upon a valid working visa or work permit and the agreement is about to expire or you are applying to extend the visa or permit, you are required to notify your recruiter at your earliest convenience. If for any reason your visa or work permit is not extended, or is withdrawn, or you are not given permission to work in the UK, you must notify your recruiter immediately.

Upon joining us, you should also provide a P45; if you cannot do this you will be provided with the HMRC Starter Checklist to complete.

4 General terms of engagement

4.1 Hours of work

4.1.1 Normal hours of work

Your normal days and hours of work are set out in your Assignment Details Form & Written Statement of Particulars and Terms of Engagement or other correspondence relevant to your work.

You are expected to be at your place of work and prepared to begin work at the start of the working hours set out in your Assignment Details Form & Written Statement of Particulars and Terms of Engagement. Habitual lateness or early departure may result in deductions from pay and end your assignment.

If you expect to be late on any occasion you should inform your team leader or appropriate line manager to explain the circumstances of the delay and advise your anticipated time of arrival. You are expected to make every possible attempt to attend work when you experience difficulties and disruptions to your normal means of transport (for example, due to strike action, the failure of public or private transport or adverse weather conditions). If you are aware of, or experience, any difficulties you should notify your team leader or appropriate line manager as soon as possible and explain the reasons for this and if you are late, you will normally be expected to make up the time on that, or a subsequent, day.

If you need to leave work early due to a personal emergency or illness, you must inform your team leader or appropriate line manager before you leave. Leaving without permission may result in the ending of your assignment.

In addition, flexibility is important to us in meeting the needs of our business. For this reason, you may be required to vary your hours of work and to work additional hours, should the need arise.

4.1.2 Time recording

All Agency Workers are required to complete a timesheet or clock in/out at the beginning or end of their shift. It is strictly forbidden to clock in/out for any other person or to falsify any record.

4.1.3 Working Time Regulations

The Working Time Regulations limit the hours an Agency Worker may work and it varies depending upon the Agency Workers age. Agency Workers over the age of 18 years are limited to 48 hours each week (averaged over a rolling 17-week period) and Agency Workers may not exceed this limit unless they have "opted out". Opting out will require your written consent. For further details of the opt-out process, please contact our Support Services team on 01934 635 025.

Agency Workers who have reached the minimum school leaving age but under 18 are restricted to working a maximum of 40 hours a week and cannot opt out.

4.1.4 Minimum rest breaks

All Agency Workers have the right to one uninterrupted 20 minute rest break during their working day, if they work more than 6 hours a day.

4.2 Pay

4.2.1 Basic pay

Your rate of pay and method of payment is set out in your Assignment Details Form & Written Statement of Particulars and Terms of Engagement. You will be paid weekly unless otherwise specified, upon receipt of an approved timesheet.

Any deductions for pay will be made in accordance with your Assignment Details Form & Written Statement of Particulars and Terms of Engagement.

4.2.2 Payslips and queries

On joining us you are requested to provide a P45 and to complete various forms that include giving your name, home address and bank or building society details, next of kin, etc. Any changes should be notified

to your recruiter or the support services team in writing as soon as they occur. (Please note that it is your responsibility to also ensure that you notify HMRC of any such changes, however, we will include details of any changes of Agency Workers' addresses on our submission to HMRC and they will note these and update their records. You should continue to notify them of any other changes directly.)

You will receive a payslip each week via email showing your gross pay and any deductions made, and the reasons for them (eg tax, National Insurance contributions etc). Any queries regarding your payslip should be addressed to the support services team.

If you are overpaid for any reason you are required to notify your recruiter immediately when you become aware of this. The amount of overpayment will normally be deducted from the following payment, but if this would cause hardship, alternative arrangements to repay may be made.

4.2.3 Payments

Your wages will be paid to a bank account in your name and not a third party, in the unlikely event that you do not have a bank account we can pay to a close relative providing you authorise us to do so. A close relative is either Husband, Wife, Parent or Child anything outside of this we would not be able to pay.

4.3 Holidays

Your basic annual leave entitlement together with our holiday year can be found in your Assignment Details Form & Written Statement of Particulars and Terms of Engagement. Holiday entitlement does not apply if you are engaged via an umbrella model or alternative payment mechanism.

Entitlement to paid holiday accrues throughout the year on an hourly basis. If you join or leave your assignment during the holiday year, your holiday entitlement for that year will be calculated on a pro-rata basis, rounded up to the nearest hour. The holiday year runs from January to December each year.

On leaving your assignment any holiday entitlement accrued and not taken may be paid. Payment for holiday taken in excess of your accrued entitlement will be deducted from your final salary.

4.4 Training

All training hours undertaken whilst on assignment will be compensated at your standard rate as determined on your assignment details. These hours will be treated as part of your normal working day and paid within the corresponding pay period.

4.5 Absence notification and payments

If you are unable to attend work for any reason, you should follow the notification procedure set out in your Assignment Details Form & Written Statement of Particulars and Terms of Engagement.

If the Agency Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.

4.6 Statutory Sick Pay (SSP)

Subject to certain exceptions, you will be entitled to receive Statutory Sick Pay ('SSP') for a maximum of 28 weeks in any period of entitlement in accordance with, and subject to, the prevailing regulations. SSP is not payable for the first three days of absence (called waiting days). The rate of SSP will vary depending on your normal weekly earnings and the rate prescribed by the prevailing regulations. You will only receive SSP when there is a period of four or more days' sickness. SSP will only be paid on days on which you would normally be working.

The prevailing rate of pay for SSP as of 2023 is £109.40 per week.

The main requirements in order to qualify for SSP are that you must:

- Have four or more consecutive days of sickness (which may include Saturdays, Sundays and holidays) during which you are too ill to be capable of doing your work
- Follow the sickness absence reporting procedures as detailed above
- Supply evidence of incapacity, namely a self-certificate for periods of less than seven calendar days and a statement of fitness for work (also known as a Fit Note) for any period after the first seven calendar days.

4.7 Benefits and facilities

4.7.1 Pension scheme

Abatec is required by law to provide a workplace pension scheme. The pension provider that Abatec use are the People's Partnership (<https://peoplespartnership.co.uk/>).

You will be auto enrolled in to the scheme if you meet all of the following criteria:

- You earn over £192.00 per week and;
- You are aged 22 or over and;
- You are under state pension age.

If you meet the criteria

You will pay 5% of your earnings from 5th April 2019 onwards and Abatec will contribute 3%.

You can opt-out of the workplace pension scheme if you wish, you will need to contact the pension provider directly to do this.

If you don't meet the criteria

You can request to join the scheme. If you earn over £113.00 per week when you ask to join the scheme you will have to put a minimum of 1% of your earnings in to the scheme each pay period. We will also pay in to the scheme on your behalf.

How to join if you don't meet the criteria and are not auto-enrolled:

To join the scheme now, or in the future, you need to tell us by sending a letter which includes the following:

- Your full name, date of birth and address details
- The phrase "I confirm I personally submit this notice to join a workplace pension scheme"
- A signature from you

You will then receive a starter pack of information from the pension scheme in due course.

5 Your working environment

5.1 Health and safety policy

We recognise and accept our responsibility as a recruitment business to maintain, so far as is reasonably practicable, the safety and health of our Agency Workers and of other persons who may be affected by our activities. The management of health and safety is an integral part of our business and is given the highest priority.

However, Agency Workers also have a personal responsibility for ensuring adherence to our health and safety policy, for taking reasonable care of their own well-being and that of all other Agency Workers and for following safe working practices and not removing or altering any safety devices on equipment.

Policy Statement

Abatec and its agency workers have a legal obligation to ensure, so far as is reasonably practicable, everyone's health, safety and welfare at work. Abatec has a duty of care towards its Agency workers; however, it is necessary that, as with any successful community, each individual takes a share of responsibility towards the group as a whole. The Health and Safety Policy outlines our commitment towards this.

It is imperative for your safety, and that of others that you familiarise yourself and comply at all times with all aspects of our Health and Safety Policy. Immediately on commencing an assignment, you must also familiarise yourself and comply at all times with the health and safety procedures of any client on whose premises you are working.

This policy does not form part of any agency workers assignment or terms of engagement and we may amend it at any time. We will continue to review this policy to ensure it is achieving its aims.

Your Responsibilities

You must:

- Comply with the requirements of the Health and Safety at Work Act 1974 and all other current relevant safety legislation, regulations, laws, codes of practice, standards, and requirements imposed by any competent authority ('the Requirements')
- Comply with our Health and Safety Policy and any health and safety guidance issued to you by Abatec Ltd and/or by the client
- Familiarise yourself with any site specific health and safety rule when working on a client site
- Take reasonable care for the health and safety of yourself and any other person who may be affected by your acts or omissions at work
- Co-operate with us or such other persons to ensure that duties and requirements under the Health and Safety at Work Act are complied with
- Not intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety, or welfare in pursuance of any relevant statutory provisions
- Co-operate with the client to whom you are for the time being assigned and Abatec Ltd on health and safety matters, including during the investigation of any incident. Failure to comply with this policy may cause the end of your assignment

Young People

By definition, a young person is identified as a contractor under the age of 18 years old. If you fall within this definition, you should inform your client immediately, allowing them to comply with regulations that ensure the safety of young people whilst at work, in respect of supervision, training, exclusion from certain work activities and welfare issues.

New and Expectant Mothers

If you are pregnant or returning to work after a maternity break, you must inform your recruiter immediately so that any potential risk can be assessed and managed.

Training

Before commencing any assignment, you should report to your on-site supervisor or representative and await instructions relating to your health and safety induction for the site you are working at. Under no circumstances should you commence work until you have attended this session and feel you have been fully inducted on all health and safety aspects relevant to your role, the nature of your duties and the environment you will be working in. The following areas should be covered:

- Policies, procedures, risk assessments, safe working practice and duties relating to your assignment
- First Aid provision
- Fire strategy and safety
- Emergency assembly points
- Alarm testing procedure
- Accident reporting
- Health and safety representatives
- Details of specific hazards pertaining to your working practices
- Personal protective equipment requirements
- Use of equipment and tools
- Welfare facilities

Where applicable to your duties, you should also receive training on:

- Manual handling
- Control of substances hazardous to health (COSHH)
- Working at height
- Asbestos awareness
- Gas safety
- Electrical safety
- The use of personal protective equipment (PPE)
- The correct use of machinery and tools

Manual Handling

Many injuries that happen at work are caused by failure to move or handle objects safely. You can protect yourself and minimise the risks by following these guidelines:

- Assess how heavy or awkward the item is and if appropriate ask for help
- Plan how to hold the object and get a good grip (wear gloves if necessary)
- Stand close to the object with your feet apart and spread your weight evenly, bend your knees and lift with your legs keeping your back in a natural line
- Lift smoothly and keep the load close to your body. Avoid twisting your body
- When carrying an object keep your arms tucked in and make sure you can see where you are going
- If equipment is provided make sure you use it correctly

Protective Clothing

If you are provided with protective clothing for your work, it is a condition of your assignment that you must wear these items when you are working. You should not commence work unless you have all the relevant protective clothing required to safely perform your duties. The end client will normally provide protective clothing, which will be free of charge. If the end client fails to provide sufficient protective clothing you must contact us immediately.

Equipment

You must use equipment in accordance with any instructions given to you. Any equipment fault or damage must be immediately reported to your on-site supervisor. Do not attempt to repair equipment unless trained to do so.

Reporting

If you have any concerns regarding health and safety practices you must report them to your on-site supervisor and Abatec Ltd immediately so we can ensure your safety and that of the people you work with and the public.

In addition, any near misses, injuries or accidents at work must be reported to Abatec Ltd immediately, or as soon as is reasonably practical in the case of incapacity.

5.2 Drugs, alcohol and substance abuse

We aim to provide a working environment that is safe, that minimises any risks to health and that makes adequate arrangements for Agency Workers' welfare whilst they are at work. The use or after-effects of drugs, alcohol and/or certain substances (including "legal highs" and whether or not prohibited by law), by any Agency Workers may put themselves or others at risk and/or result in harm and/or injury to themselves or others by leading to accidents, as well as resulting in increased levels of absence and reduced productivity.

You shall not, whilst on site, be in possession of, consume and/or be under the influence of, engage in the current use, sale, attempted sale or transfer of, any intoxicating alcohol, drugs (other than those medically prescribed for your personal use) or any other substances, including solvents or volatile substances, during the performance of your duties or whilst travelling/driving on business.

The consumption of alcohol during working hours (or prior to work to the extent that you may be incapable of working safely during working hours) is strictly forbidden, as is the taking of drugs other than those prescribed or taken for a medical condition. If during the course of your working day you have to take medicinal drugs on a regular basis, this fact should be known to your Line Manager confidentially.

Agency Workers will not be allowed to remain on site if, in our opinion or that of our client, they are under the influence of any of the above. In addition such behaviour will be subject to the end of your assignment.

Abatec Limited is obliged to investigate all the circumstances surrounding such behaviour this may, where necessary, include seeking medical advice as to your condition including requiring you to submit to a medical examination. Abatec Limited is obliged to investigate such matters in as much detail as possible and therefore expects you to comply with any requests that you submit to such examinations.

If Abatec Limited suspects that you are in the possession of alcohol or drugs you will be required to consent to a search of your belongings. If you are found to be in possession of any alcohol or illegal substances your assignment will be terminated.

If Abatec Limited believes you are dealing, buying, selling or receiving drugs or alcohol your assignment will be terminated. Where a criminal offence is suspected the Company shall inform the police.

All agency workers are required to inform Abatec Limited or any appropriate person if they suspect any fellow worker may be acting in breach of this policy.

5.3 Clothing and equipment

If you are issued with any protective clothing or other equipment, you should wear this at all times as instructed. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, it is your responsibility to ensure that your protective clothing is looked after and kept clean and serviceable.

Protective clothing and equipment will be replaced when necessary due to reasonable wear and tear; however, if you lose your protective clothing or equipment, or damage it to the extent that it cannot be used/worn (or is not doing the job it was designed for) we will replace this for you but you will be responsible for meeting the cost of the replacement articles, which will be deducted from your pay.

6 Other rules and general information

6.1 Professional conduct

We aim to encourage the highest professional and ethical standards and require all Agency Workers to maintain our good reputation by behaving with responsibility and integrity and acting in a courteous, honest and fair manner towards anyone with whom they deal.

Our Agency Workers are our best ambassadors, and they represent us whenever they are on site, we therefore ask that their dress, appearance, conduct and personal hygiene presents us in a professional light at all times.

We aim to create pride in our business and generate a feeling of loyalty and trust with everyone with whom we come into contact.

6.2 Dress code

It is important that all Agency Workers project a professional image of themselves at all times. Agency Workers who are meeting with internal and external contacts should be dressed appropriately. We consider that revealing, improper or suggestive clothing or clothing that contains anything that could offend anyone is inappropriate.

Please observe standards of dress and appearance (eg hair and body adornment) appropriate to the working environment. In all cases we expect you to be both conventionally dressed and smart. This means that clothes should fit properly and be wrinkle free, with no tears, rips or holes. Clothing that distracts other people is unacceptable, including T-shirts with offensive slogans, graphics or imprints, and tight or revealing clothing. These items never generate a professional image. Your dress should be wholly appropriate and should not distract or offend the people you are working with, to the point that it impacts on your ability to perform your role responsibly. Jeans, sportswear, and flipflops are also not acceptable.

If you report for work in clothing or with an appearance that we feel is inappropriate, you may be asked to return home to change clothes and make yourself presentable. This time will not be paid.

We aim to be fair and reasonable and for our requirements to apply with equal formality to both sexes. Should you have any difficulty in complying with our dress code on grounds of a protected characteristic (sex, race, disability, religion or belief, sexual orientation, age, marital status or civil partnership, pregnancy/maternity or gender reassignment), concerns should be raised initially with your manager, and exceptions to our standard rules may be made in special circumstances.

6.3 Customer relations

We place great emphasis on maintaining good and long-term relationships with our clients. You are therefore reminded that you are a representative of our business when dealing with them and must act in a responsible, courteous and professional manner.

6.4 Personnel information and records

Please refer to our data protection policy, a copy of which is included at the back of this handbook for further details.

6.5 Changes to personal details

We will take all reasonable steps to ensure that any personal information kept by us is maintained, up to date and accurate.

Please ensure that our Support Services Team is informed promptly of any changes to your personal details. These include change of name; home address; home telephone or personal mobile number; bank account; marital status; next of kin. Please also advise your recruiter of any changes in your personal circumstances which could affect your assignment, eg changes in health, endorsements on your driving licence (if you are required to drive on business) etc.

7 On leaving us

7.1 Notice periods

The period of notice to terminate your assignment by either party is specified in your Assignment Details Form & Written Statement of Particulars and Terms of Engagement.

At your request, we may waive the requirement for you to work some or all of the required period of notice. In such circumstances, you pay will not be payable for the portion of the notice period which is not worked. If you do not provide the required period of notice, or leave before your notice period expires, you will only be paid up to the last day you worked. Holiday entitlement will only accrue up to this date.

If you commit any act of gross misconduct during your assignment notice period if applicable, we have the right to terminate your assignment without further notice being given nor paid.

7.2 Return of property and final payments

When your assignment with us ends (or immediately on request) please ensure that all property and information (including keys, mobile telephone, car, laptop (and passwords), credit or fuel cards, training manuals, office equipment etc) which belong to us or our clients are returned as soon as possible. Final payments may be withheld until all items are received and accounted for. You are not entitled to refuse to return our property while waiting to receive your final payment or other payment, as such payments will be made to you in the normal way.

7.3 References

We do not normally give open “to whom it may concern” references to Agency Workers ending our assignments, but will normally reply to written requests from prospective employers who should be advised to direct such requests to our Support Services Team. References may only be given on behalf of the business and with your prior consent.

8 Our policies and procedures

8.1 HR policies

We have the following HR policies and procedures. Copies of these are available at the back of this handbook.

Please ensure that you read the ones appropriate to you and make yourself familiar with their contents.

- Appendix 1 – Data Protection Policy
- Appendix 2 – Complaints policy & procedure
- Appendix 3 – Equality & Diversity Policy
- Appendix 5 – Email, Telephone, Computer Facilities and Social Media Policy
- Appendix 6 – Whistleblowing Policy

9 Handbook review date

We endeavour to keep this handbook updated at all times however we do not accept liability in the event there has been a change that supersedes what has been written in this guide.

Appendix 1 – Data Protection Policy

Introduction

All organisations that process *personal data* are required to comply with data protection legislation. This includes in particular the Data Protection Act 1998 (or its successor) and the EU General Data Protection Regulation (together the 'Data Protection Laws'). The Data Protection Laws give individuals (known as 'data subjects') certain rights over their *personal data* whilst imposing certain obligations on the organisations that process their data.

As a recruitment business Abatec Ltd collects and processes both *personal data* and *sensitive personal data*. It is required to do so to comply with other legislation. It is also required to keep this data for different periods depending on the nature of the data.

This policy sets out how Abatec Ltd implements the Data Protection Laws. It should be read in conjunction with the Data Protection Procedure.

Definitions

In this policy the following terms have the following meanings:

'the company' means Abatec Ltd;

'consent' means any freely given, specific, informed and unambiguous indication of an individual's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the *processing* of *personal data* relating to him or her;

'data controller' means an individual or organisation which, alone or jointly with others, determines the purposes and means of the *processing* of *personal data*;

'data processor' means an individual or organisation which processes *personal data* on behalf of the *data controller*;

'personal data'* means any information relating to an individual who can be identified, such as by a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

'personal data breach' means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, *personal data*;

'processing' means any operation or set of operations performed on *personal data*, such as collection, recording, organisation, structuring, storage (including archiving), adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

'profiling' means any form of automated *processing* of *personal data* consisting of the use of *personal data* to evaluate certain personal aspects relating to an individual, in particular to analyse or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements;

'pseudonymisation' means the *processing* of *personal data* in such a manner that the *personal data* can no longer be attributed to an individual without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the *personal data* are not attributed to an identified or identifiable individual;

'sensitive personal data'* means *personal data* revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the *processing* of genetic data, biometric data, data concerning health, an individual's sex life or sexual orientation and an individual's criminal convictions.

For the purposes of this policy we use the term '*personal data*' to include '*sensitive personal data*' except where we specifically need to refer to *sensitive personal data*.

'Supervisory authority' means an independent public authority which is responsible for monitoring the application of data protection. In the UK the *supervisory authority* is the Information Commissioner's Office (ICO).

All of these definitions are italicised throughout this policy to remind the reader that they are defined terms.

Data processing under the Data Protection Laws

The Company processes *personal data* in relation to its own staff, work-seekers and individual client contacts and is a *data controller* for the purposes of the Data Protection Laws. The Company has registered with the ICO and its registration number is ZA038461.

The Company may hold *personal data* on individuals for the following purposes:

- Staff administration;
- Advertising, marketing and public relations;
- Accounts and records;
- Administration and *processing* of work-seekers' *personal data* for the purposes of providing work-finding services, including *processing* using software solution providers and back office support;
- Administration and *processing* of clients' *personal data* for the purposes of supplying/introducing work-seekers.

1. The data protection principles

The Data Protection Laws require the Company acting as either *data controller* or *data processor* to process data in accordance with the principles of data protection. These require that *personal data* is:

1. Processed lawfully, fairly and in a transparent manner;
2. Collected for specified and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
3. Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
4. Accurate and kept up to date; every reasonable step must be taken to ensure that *personal data* that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
5. Kept for no longer than is necessary for the purposes for which the *personal data* are processed;
6. Processed in a manner that ensures appropriate security of the *personal data*, including protection against unauthorised or unlawful *processing* and against accidental loss, destruction or damage, using appropriate technical or organisational measures; and that
7. The *data controller* shall be responsible for, and be able to demonstrate, compliance with the principles.

2. Legal basis for processing

The Company will only process *personal data* where it has a legal basis for doing so (see Annex A). Where the Company does not have a legal reason for *processing personal data* any processing will be a breach of the Data Protection Laws.

The Company will review the *personal data* it holds on a regular basis to ensure it is being lawfully processed and it is accurate, relevant and up to date and those people listed in the Appendix shall be responsible for doing this.

Before transferring *personal data* to any third party (such as past, current or prospective employers, suppliers, customers and clients, intermediaries such as umbrella companies, persons making an enquiry or complaint and any other third party (such as software solutions providers and back office support)), the Company will establish that it has a legal reason for making the transfer.

3. Privacy by design and by default

The Company has implemented measures and procedures that adequately protect the privacy of individuals and ensures that data protection is integral to all *processing* activities. This includes implementing measures such as:

- data minimisation (i.e. not keeping data for longer than is necessary);
- *pseudonymisation*;
- anonymization;
- cyber security.

Rights of the Individual

The Company shall provide any information relating to data *processing* to an individual in a concise, transparent, intelligible and easily accessible form, using clear and plain language. The information shall

be provided in writing, or by other means, including, where appropriate, by electronic means. The Company may provide this information orally if requested to do so by the individual.

1. Privacy notices

Where the Company collects *personal data* from the individual, the Company will give the individual a privacy notice at the time when it first obtains the *personal data*.

Where the Company collects *personal data* other than from the individual directly, it will give the individual a privacy notice within a reasonable period after obtaining the *personal data*, but at the latest within one month. If the Company intends to disclose the *personal data* to a third party then the privacy notice will be issued when the *personal data* are first disclosed (if not issued sooner).

Where the Company intends to further process the *personal data* for a purpose other than that for which the data was initially collected, the Company will give the individual information on that other purpose and any relevant further information before it does the further *processing*.

2. Subject access requests

The individual is entitled to access their *personal data* on request from the *data controller*.

3. Rectification

The individual or another *data controller* at the individual's request, has the right to ask the Company to rectify any inaccurate or incomplete *personal data* concerning an individual.

If the Company has given the *personal data* to any third parties it will tell those third parties that it has received a request to rectify the *personal data* unless this proves impossible or involves disproportionate effort. Those third parties should also rectify the *personal data* they hold - however the Company will not be in a position to audit those third parties to ensure that the rectification has occurred.

4. Erasure

The individual or another *data controller* at the individual's request, has the right to ask the Company to erase an individual's *personal data*.

If the Company receives a request to erase it will ask the individual if s/he wants his *personal data* to be removed entirely or whether s/he is happy for his or her details to be kept on a list of individuals who do not want to be contacted in the future (for a specified period or otherwise). The Company cannot keep a record of individuals whose data it has erased so the individual may be contacted again by the Company should the Company come into possession of the individual's *personal data* at a later date.

If the Company has made the data public, it shall take reasonable steps to inform other *data controllers* and *data processors* processing the *personal data* to erase the *personal data*, taking into account available technology and the cost of implementation.

If the Company has given the *personal data* to any third parties it will tell those third parties that it has received a request to erase the *personal data*, unless this proves impossible or involves disproportionate effort. Those third parties should also rectify the *personal data* they hold - however the Company will not be in a position to audit those third parties to ensure that the rectification has occurred.

5. Restriction of processing

The individual or a *data controller* at the individual's request, has the right to ask the Company to restrict its *processing* of an individual's *personal data* where:

- The individual challenges the accuracy of the *personal data*;
- The *processing* is unlawful and the individual opposes its erasure;
- The Company no longer needs the *personal data* for the purposes of the *processing*, but the *personal data* is required for the establishment, exercise or defence of legal claims; or
- The individual has objected to *processing* (on the grounds of a public interest or legitimate interest) pending the verification whether the legitimate grounds of the Company override those of the individual.

If the Company has given the *personal data* to any third parties it will tell those third parties that it has received a request to restrict the *personal data*, unless this proves impossible or involves disproportionate effort. Those third parties should also rectify the *personal data* they hold - however the Company will not be in a position to audit those third parties to ensure that the rectification has occurred.

6. Data portability

The individual shall have the right to receive *personal data* concerning him or her, which he or she has provided to the Company, in a structured, commonly used and machine-readable format and have the right to transmit those data to another *data controller* in circumstances where:

- The *processing* is based on the individual's *consent* or a contract; and
- The *processing* is carried out by automated means.

Where feasible, the Company will send the *personal data* to a named third party on the individual's request.

7. Object to processing

The individual has the right to object to their *personal data* being processed based on a public interest or a legitimate interest. The individual will also be able to object to the *profiling* of their data based on a public interest or a legitimate interest.

The Company shall cease *processing* unless it has compelling legitimate grounds to continue to process the *personal data* which override the individual's interests, rights and freedoms or for the establishment, exercise or defence of legal claims.

The individual has the right to object to their *personal data* for direct marketing.

8. Enforcement of rights

All requests regarding individual rights should be sent to the person whose details are listed in the Appendix.

The Company shall act upon any subject access request, or any request relating to rectification, erasure, restriction, data portability or objection or automated decision making processes or profiling within one month of receipt of the request. The Company may extend this period for two further months where necessary, taking into account the complexity and the number of requests.

Where the Company considers that a request under this section is manifestly unfounded or excessive due to the request's repetitive nature the Company may either refuse to act on the request or may charge a reasonable fee taking into account the administrative costs involved.

Personal Data Breaches

Reporting personal data breaches

All data breaches should be referred to the persons whose details are listed in the Appendix.

1. Personal data breaches where the Company is the data controller:

Where the Company establishes that a *personal data breach* has taken place, the Company will take steps to contain and recover the breach. Where a *personal data breach* is likely to result in a risk to the rights and freedoms of any individual the Company will notify the ICO.

Where the *personal data breach* happens outside the UK, the Company shall alert the relevant *supervisory authority* for data breaches in the effected jurisdiction.

2. Personal data breaches where the Company is the data processor:

The Company will alert the relevant *data controller* as to the *personal data breach* as soon as they are aware of the breach.

3. Communicating personal data breaches to individuals

Where the Company has identified a *personal data breach* resulting in a high risk to the rights and freedoms of any individual, the Company shall tell all affected individuals without undue delay.

The Company will not be required to tell individuals about the *personal data breach* where:

- The Company has implemented appropriate technical and organisational protection measures to the *personal data* affected by the breach, in particular to make the *personal data* unintelligible to any person who is not authorised to access it, such as encryption.
- The Company has taken subsequent measures which ensure that the high risk to the rights and freedoms of the individual is no longer likely to materialise.
- It would involve disproportionate effort to tell all affected individuals. Instead, the Company shall make a public communication or similar measure to tell all affected individuals.

The Human Rights Act 1998

All individuals have the following rights under the Human Rights Act 1998 (HRA) and in dealing with *personal data* these should be respected at all times:

- Right to respect for private and family life (Article 8).
- Freedom of thought, belief and religion (Article 9).
- Freedom of expression (Article 10).
- Freedom of assembly and association (Article 11).
- Protection from discrimination in respect of rights and freedoms under the HRA (Article 14).

Complaints

If you have a complaint or suggestion about the Company's handling of *personal data* then please contact the person whose details are listed in the Appendix to this policy.

Alternatively you can contact the ICO directly on 0303 123 1113 or at <https://ico.org.uk/global/contact-us/email/>

Annex – legal basis for processing personal data

Those responsible for adding, amending or deleting personal data;

The administration team – Jennifer Brewis; Darrell Warner; Mandy Ho; Denise Hughes, Carole Craddock & Chantelle Sowden.

Those responsible for responding to subject access requests/requests for rectification, erasure, restriction data portability, objection and automated decision-making processes, profiling; and reporting data breaches/dealing with complaints;

DPO: Jen Brewis (Data Protection Officer)

Tel: 01934 635 025

Email: forgetme@abatec.co.uk.

Post: Abatec House, Oldmixon Crescent, Weston-Super-Mare, BS24 9AX

a) The lawfulness of processing conditions for personal data are:

1. *Consent* of the individual for one or more specific purposes.
2. *Processing* is necessary for the performance of a contract with the individual or in order to take steps at the request of the individual to enter into a contract.
3. *Processing* is necessary for compliance with a legal obligation that the controller is subject to.
4. *Processing* is necessary to protect the vital interests of the individual or another person.
5. *Processing* is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the *data controller*.
6. *Processing* is necessary for the purposes of legitimate interests pursued by the controller or a third party, except where such interests are overridden by the interests or fundamental rights or freedoms of the individual which require protection of *personal data*, in particular where the individual is a child.

b) The lawfulness of processing conditions for sensitive personal data are:

1. *Explicit consent* of the individual for one or more specified purposes, unless reliance on *consent* is prohibited by EU or Member State law.
2. *Processing* is necessary for carrying out data controller's obligations under recruit social security or social protection law, or a collective agreement, providing for appropriate safeguards for the fundamental rights and interests of the individual.
3. *Processing* is necessary to protect the vital interests of the individual or another individual where the individual is physically or legally incapable of giving *consent*.
4. In the course of its legitimate activities, *processing* is carried out with appropriate safeguards by a foundation, association or any other not-for-profit body, with a political, philosophical, religious or trade union aim and on condition that the *processing* relates only to members or former members (or those who have regular contact with it in connection with those purposes) and provided there is no disclosure to a third party without the *consent* of the individual.
5. *Processing* relates to *personal data* which are manifestly made public by the individual.

6. *Processing* is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity.
7. *Processing* is necessary for reasons of substantial public interest on the basis of EU or Member State law which shall be proportionate to the aim pursued, respects the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and interests of the individual.
8. *Processing* is necessary for the purposes of preventative or occupational medicine, for assessing the working capacity of the agency worker medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of EU or Member State law or a contract with a health professional and subject to the necessary conditions and safeguards.
9. *Processing* is necessary for reasons of public interest in the area of public health, such as protecting against serious cross-border threats to health or ensuring high standards of quality and safety of healthcare and of medicinal products or medical devices, on the basis of EU or Member State law which provides for suitable and specific measures to safeguard the rights and freedoms of the individual, in particular professional secrecy.
10. *Processing* is necessary for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard fundamental rights and interests of the individual.

Appendix 2 – Complaints Policy & Procedure

Abatec Limited is committed to providing a high level service to our clients and agency workers. If you do not receive satisfaction from us we need you to tell us about it. This will help us to improve our standards.

Complaints Procedure

If you have a complaint, please contact a Director of the company by phone (01934 635025) in the first instance so that we can try to resolve your complaint informally.

At this stage, if you are not satisfied, please contact the Managing Director of the Company. You can write to him at: Abatec Limited, Abatec House, Oldmixon Crescent, Weston-super-Mare, North Somerset, BS24 9AX.

Next steps

1. We will send you a letter acknowledging your complaint and asking you to confirm or explain the details set out. We will also let you know the name of the person who will be dealing with your complaint. You can expect to receive our letter within 5 days of us receiving your complaint.
2. We will record your complaint in our central register within a day of having received it.
3. We will acknowledge your reply to our acknowledgment letter and confirm what will happen next. You can expect to receive our acknowledgement letter within 5 days of your reply.
4. We will then start to investigate your complaint. This will normally involve the following steps;
 - We may ask the member of staff who dealt with you to reply to your complaint within 5 days of our request;
 - We will then examine the member of staff's reply and the information you have provided for us. If necessary we may ask you to speak to them. This will take up to 4 days from receiving their reply.
5. A company director may then invite you to meet him/her (this may take place as a teams/zoom call) to discuss and hopefully resolve your complaint. S/he will do this within 5 days of the end of our investigation.
6. Within 2 days of the meeting a company director will write to you to confirm what took place and any solutions s/he has agreed with you.

If you do not want a meeting or it is not possible, a company director will send you a detailed reply to your complaint. This will include his/her suggestions for resolving the matter. S/he will do this within 5 days of completing his/her investigation.

7. At this stage, if you are still not satisfied you can write to us again. Another Director of the company will review the original directors decision within 10 days.
8. We will let you know of the outcome of this review within 5 days of the end of the review. We will write to you confirming our final position on your complaint and explaining our reasons. If you are still not satisfied, you can contact the Employment Agencies Standards Inspectorate at the Department for Business Innovation and Skills or the REC, the industry trade association, of which we are a member by writing to the Consultancy and Compliance Team, REC, Dorset House, 1st Floor, 27 - 45 Stamford Street, London, SE1 9NT.

If we have to change any of the time scales above, we will let you know and explain why.

NOTE: In any event, we will comply with any statutory procedures that may relate to your complaint.

Appendix 3 – Equality & Diversity Policy

Abatec Limited embraces diversity and aims to promote the benefits of diversity in all of our business activities. We seek to develop a business culture that reflects that belief. We will expand the media in which we recruit to in order to ensure that we have a diverse candidate base. We will also strive to ensure that our clients meet their own diversity targets.

Abatec Limited is committed to diversity and will promote diversity for all agency workers and job seekers/applicants. We will continuously review all aspects of recruitment to avoid unlawful discrimination. Abatec Limited will treat everyone equally and will not discriminate on the grounds of an individual's "protected characteristic" under the Equality Act 2010 (the Act) which are age, disability, gender re-assignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation. We will not discriminate on the grounds of an individual's membership or non-membership of a Trade Union. All agency workers have an obligation to respect and comply with this policy. Abatec Limited will avoid stipulating unnecessary requirements which will exclude a higher proportion of a particular group of people and will not prescribe discriminatory requirements for a role. Abatec Limited will not discriminate unlawfully when deciding which candidate/temporary worker is submitted for a vacancy or assignment. Abatec Limited will ensure that each candidate is assessed in accordance with the candidate's merits, qualifications and ability to perform the relevant duties for the role.

Discrimination

Under the Act unlawful discrimination occurs in the following circumstances:

Direct discrimination

Direct discrimination occurs when an individual is treated less favourably because of a protected characteristic. Treating someone less favourably means treating them badly in comparison to others that do not have that protected characteristic.

It is unlawful for a recruitment consultancy to discriminate against a person on the grounds of a protected characteristic:

- in the terms on which the recruitment consultancy offers to provide any of its services;
- by refusing or deliberately omitting to provide any of its services;
- in the way it provides any of its services.

Direct discrimination can take place even if the individual does not have the protected characteristic but is treated less favourably because it is assumed they have the protected characteristic or is associated with someone that has the protected characteristic.

Direct discrimination would also occur if a recruitment consultancy accepted and acted upon instructions from a client which states that certain persons are unacceptable due to a protected characteristic, unless an exception applies. The Act contains provisions that permit specifying a requirement that an individual must have a particular protected characteristic in order to undertake a job. These provisions are referred to as occupational requirements.

Where there is an occupational requirement then the client must show that applying the requirement is a proportionate means of achieving a legitimate aim.

Indirect discrimination

Indirect discrimination occurs when a provision, criterion or practice (PCP) is applied but this results in people who share a protected characteristic being placed at a disadvantage in comparison to those who do not have the protected characteristic. If the PCP can be objectively justified it will not amount to discrimination.

Indirect discrimination would also occur if a recruitment consultant accepted and acted upon an indirectly discriminatory instruction from a client.

If the vacancy requires characteristics which amount to an occupational requirement or the instruction is discriminatory but there is an objective justification, Abatec Limited will not proceed with the vacancy unless the client provides written confirmation of the occupational requirement, exception or justification.

Abatec Limited will use best endeavours to comply with the Act and will not accept instructions from clients that will result in unlawful discrimination.

Harassment

Under the Act, harassment is defined as unwanted conduct that relates to a protected characteristic which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual. This includes unwanted conduct of a sexual nature.

Abatec Limited is committed to providing a work environment free from unlawful harassment.

Examples of prohibited harassment are:

1. verbal or written conduct containing derogatory jokes or comments;
2. slurs or unwanted sexual advances;
3. visual conduct such as derogatory or sexually orientated posters;
4. photographs, cartoons, drawings or gestures which some may find offensive;
5. physical conduct such as assault, unwanted touching, or any interference because of sex, race or any other protected characteristic basis;
6. threats and demands to submit to sexual requests as a condition of continued assignment or to avoid some other loss, and offers of assignment benefits in return for sexual favours;
7. retaliation for having reported or threatened to report harassment.

If an individual believes that they have been unlawfully harassed, they should make an immediate report to a director of the client followed by a written complaint as soon as possible after the incident. The details of the complaint should include:

- Details of the incident
- Name(s) of the individual(s) involved
- Name(s) of any witness(es)

Abatec Limited will undertake a thorough investigation of the allegations. If it is concluded that harassment has occurred, remedial action will be taken.

All agency workers will be expected to comply with Abatec Limited's policy on harassment in the workplace.

Any individual who Abatec Limited finds to be responsible for harassment will have their assignment terminated.

Victimisation

Under the Act victimisation occurs when an individual is treated unfavourably because they have either done or has done, a 'protected act' which is bringing a claim for unlawful discrimination or raising a grievance about discrimination or giving evidence in respect of a complaint about discrimination.

Abatec are committed to providing opportunities for our agency workers free from victimisation.

Disabled Persons

Discrimination occurs when a person is treated unfavourably as a result of their disability.

In direct discrimination occurs where a provision, criterion or practice is applied by or on behalf of a client, or any physical feature of the clients premises, places a disabled person at a substantial disadvantage in comparison with persons who are not disabled.

In recruitment and selection there may be a requirement to make reasonable adjustments. For example, it might be necessary to have different application procedures for partially sighted or blind applicants that enable them to use Braille. With testing and assessment methods and procedures, tests can only be justified if they are directly related to the skills and competencies required for the job. Even then, it might be appropriate to have different levels of acceptable test results, depending on the disability. For example, an applicant with a learning disability might need more time to complete a test, or not be expected to reach the same standard as other non-disabled applicants.

Reasonable adjustments in recruiting could include:

- modifying testing and assessment procedures;
- meeting the candidate at alternative premises which are more easily accessible;
- having flexibility in the timing of interviews;

- modifying application procedures and application forms;
- providing a reader or interpreter.

Abatec Limited will make career opportunities available to all people with disabilities and every practical effort will be made to provide for the needs of agency workers.

Age Discrimination

Under the Act, it is unlawful to directly or indirectly discriminate against or to harass or victimise a person because of age. Age discrimination does not just provide protection for people who are older or younger. People of all ages are protected.

A reference to age is a reference to a person's age group. People who share the protected characteristic of age are people who are in the same age group.

Age group can have various references:

- Under 21s
- People in their 40s
- Adults

Abatec Limited will not discriminate directly or indirectly, harass or victimise any person on the grounds of their age. We will encourage clients not to include any age criteria in job specifications and every attempt will be made to encourage clients to recruit on the basis of competence and skills and not age.

Abatec Limited is committed to recruiting and retaining agency workers whose skills, experience, and attitude are suitable for the requirements of the various positions regardless of age. No age requirements will be stated in any job advertisements on behalf of the company.

If Abatec Limited requests age as part of its recruitment process such information will not be used as selection, training or promotion criteria or in any detrimental way and is only for compilation of personal data, which the company holds on all agency workers and as part of its equal opportunities monitoring process. In addition if under age 22 to adhere to Conduct of Employment Agencies and Employment Business Regulations 2003 and other relevant legislation applicable to children or young candidates.

Where a client requests age or date of birth, this will have to be under an occupational requirement or with an objective justification which should be confirmed in writing.

Part-Time Workers

This policy also covers the treatment of those agency workers who work on a part-time basis, Abatec Limited recognises that it is an essential part of this policy that part time agency workers are treated on the same terms, with no detriment, as Agency workers who work a full week.

Recruitment Of Ex-Offenders

Where Abatec Limited has registered with the Disclosure and Barring Service (DBS) and has the authority to apply for criminal records checks on individual because they are working with children or vulnerable adults or both, we will comply with the DBS's Code of Practice which includes having a policy on the recruitment of ex-offenders.

Appendix 4 – Email, Telephone, Computer Facilities & Social Media Policy

If you are issued with a Laptop/PC/Mobile phone or have access to a clients IT systems this policy will apply to you whilst on assignment.

The following policy forms part of your assignment or terms of engagement and any violation will be taken seriously and may result in the termination of your assignment.

Our client has the right to monitor and access all aspects of its computer system, including all data, whether on a central server or stored on a PC or any other type of device owned by the client and entrusted to staff.

You should not have an expectation of privacy in anything you send or receive on the computer system. Electronic communications may be stored indefinitely on any number of computers, including that of the recipient. Copies of your messages may be forwarded to others either electronically or on paper. In addition, e-mails sent to non-existent or incorrect user-names may be delivered to people you never intended.

Our client has the right to monitor and access all aspects of its system, including, but not limited to, monitoring sites visited by you on the Internet, reviewing material downloaded or uploaded and reviewing e-mail sent and received.

You will be notified of the rules operated by clients on their sites and when on site you must obey them.

1 Purpose of this policy:

This policy sets out our client policy for use of its Facilities and Networking Sites and covers all agency workers working at all levels and grades, including senior managers, officers, directors, consultants, contractors, trainees, home workers, casual and agency staff, temps, and volunteers.

2 Definitions

"You", "Your" or "Yourself" means the agency worker of the Company, Abatec Limited, or any of its trading names..

"the Company" means Abatec Limited, or any of its trading names.

"Client" means client's of Abatec Limited, or any of its trading names.

"Confidential Information" means:

- information relating to the Company's business plans, finances, new or maturing business opportunities, and research and development projects;
- marketing information relating to the Company's marketing or sales of any past, present or future service including without limitation sales targets and statistics, market share and pricing statistics, marketing surveys and plans, market research reports, sales techniques and price lists;
- details of Professional Contacts including names, addresses, contact details, terms of business or proposed terms of business with them, their business requirements, pricing structures, and
- any other information of a confidential nature belonging to Agency Workers and candidates, of clients of the Company or in respect of which the Company owes any other obligation of confidence.

"Data Protection Laws" means the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;

"Facilities" means telephone and computer facilities, including email and the internet, and hardware including mobile media such as laptops, mobile phones, BlackBerries™, smartphones, personal digital assistants, iPads™, tablets or notebooks, or similar equipment.

"Jobs Boards" includes sites where Candidates and Prospective Candidates indicate their interest in looking for new job opportunities, and where Clients and Prospective Clients indicate they have vacancies or are looking for new staff. Your access to and use of Jobs Boards, whilst on assignment by the Company is set out in this policy.

"Networking Sites" includes (but is not limited to) professional networking sites such as LinkedIn, Xing, Viadeo ((Professional Networking Sites) and social networking sites such as Facebook, Twitter,

SecondLife, Google+, Wikipedia, (Social Networking Sites). Your access to and use of Networking Sites, whilst on assignment by the Company is set out in this policy.

“Personal Contacts” means any of Your friends (not including Professional Contacts).

“Personal Data Request” means any request an individual is entitled to the Company under the Data Protection Laws.

“Professional Contacts” means any Candidate, Client, Introducer, Agency Worker, Prospective Candidate or Prospective Client (all as defined in Annex 1), together with any contacts made through a professional body trade or association of which You or the Company is a member.

3 Use of the Facilities:

3.1 *Work use of the Facilities*

The Facilities are made available to you during the course of your assignment with our client to assist you in carrying out and promoting our clients business and interests.

All information and messages that are created, sent, received or stored on the clients email system is the sole property of the client.

3.2 *Personal use of the Facilities*

The Facilities [may be used, within reason, for personal communications or to send and retrieve personal messages and to browse external web-sites for personal use [although this should be done outside office hours and be kept to a reasonable limit and with the express permission of the client.

3.3 *Prohibited use of the Facilities*

The following uses of the Facilities are expressly prohibited:

- viewing internet sites which contain pornographic, obscene, abusive, slanderous or otherwise offensive material or downloading or forwarding such material within or outside the client;
- sending, receiving or forwarding communications that are in violation of clients policy including, but not limited to, the transmission of obscene, offensive or harassing messages;
- sending receiving or forwarding communications which make unsubstantiated and potentially defamatory comments about colleagues, clients, candidates or any other person via the Facilities or any Networking Site. **You are reminded that communications via social media constitutes publication just as printing in hard copy or via email is publication. You personally, and/ or the Client could face a defamation action should you publish unsubstantiated and potentially defamatory material and the Client reserves the right to claim compensation should any action be taken in these circumstances;**
- sending, receiving or forwarding communications that disclose Confidential Information without the prior authorisation of a clients Director;
- bullying or harassing colleagues, clients, candidates or any other person via the Facilities or any Networking Sites
- discriminating or making offensive or derogatory comments about any colleagues, clients, candidates or any other person via the Facilities or any Networking Site;
- breaching any other clients policies including in particular, but not limited to, the Data Protection Policy and Data Protection Procedure, the Equal Opportunities and Diversity Policy etc.;
- engaging in any behaviour which might cause either the Client to be in breach of any professional body;
- duplicating copyrighted or licensed software or other information without the appropriate authorisation;
- installing or downloading any software or hardware without the specific approval of a clients Director or other person delegated by him/ her to give such approval
- forwarding or otherwise perpetuating junk mail or “chain-letter” type e-mail within or outside the client;
- removing any hardware or software from the Facilities or the clients premises without prior approval of the Managing Director and;
- selling or advertising anything via the Facilities or broadcast messages about lost property, sponsorship or charity appeals, without the written agreement of your line manager.

- **Software may only be used in compliance with the terms of the applicable licence agreements.**

Without prior authorisation from your Manager, you must not copy software for use on home computers, provide copies of software to any independent contractors or clients of the Client or allow any third person to install software on any of the Client's workstations or servers or reverse-engineer, disassemble, or decompile any software.

If you engage in any prohibited activities this may result in the Client taking action against You. The Company will not be liable for any claims brought against individual agency worker as a result of material created or sent on the Internet which is outside what is strictly necessary and appropriate for the proper performance of your duties.

4 Disclaimer of liability for use of Internet

Our client is not responsible for material viewed or downloaded from the Internet. The Internet is a world-wide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive material. In general, it is difficult to avoid at least some contact with this type of material while using the Internet. Even innocuous search requests may lead to sites with offensive content. In addition, having an e-mail address on the Internet may lead to unsolicited e-mail containing offensive content. Users accessing the Internet do so at their own risk.

5 Emails

Ownership

All information and messages that are created, sent, received or stored on the Client's email system is the sole property of the Client.

Email Review

All email is subject to the right of the Client to monitor, access, read, disclose and use such email without prior notice to the originators and recipients of such email. Email may be monitored and read by authorized personnel for the Client for any violations of law, breaches of clients policies, communications harmful to the client, or for any other reason.

Prohibited Content

Emails may not contain statements or content that are libelous, offensive, harassing, illegal, derogatory, or discriminatory. Foul, inappropriate or offensive messages such as racial, sexual, or religious slurs or jokes are prohibited. Sexually explicit messages or images, cartoons or jokes are prohibited.

A statement may be libelous if it harms the reputation of a person or our client. It need not be obviously insulting. For example, a remark that a competitor is unprofessional or in financial difficulties may be libelous.

You, as well as the Client, may be held legally liable for libelous internal or external e-mails in the same way as if they were letters or other types of paper documents. You must therefore make sure that when you compose an e-mail it does not contain potentially libelous material. If you are in any doubt, speak to your Manager.

If the Client is held liable because of a deliberate or grossly negligent act by agency worker, it reserves the right to claim compensation from him or her.

Every agency worker has the responsibility to protect the Client against the electronic dissemination of a potentially libelous statement. Should you ever receive or become aware of an electronic communication that could be considered potentially libelous, you must report it immediately to your Line Manager.

No Presumption of Privacy

Email communications should not be assumed to be private and security cannot be guaranteed. Highly confidential or sensitive information should not be sent through email.

Certain Prohibited Activities

Agency workers may not, without the clients express written authorisation transmit trade secrets or other confidential, private or proprietary information or materials through email.

Message Retention and Creation

Agency workers should be careful in creating email. Even when a message has been deleted, it may still exist in printed version, be recreated from a back-up system, or may have been forwarded to someone else. Please note that appropriate electronic messages may need to be saved. And, the client may be required to produce email in litigation.

5 Use of Networking Sites and Jobs Boards:

5.1 Rules for using Professional Networking Sites and Jobs Boards

The following rules apply when You access or use a Professional Networking Site or Jobs Board:

- You must have written permission from Your Line Manager before setting up an account for any Professional Networking Site if you wish to use the client's name.
- You should create the account on the Professional Networking Site using your work email address only.
- You must notify Your line manager of the details of your account including the password. Your password is confidential and should not be disclosed to any unauthorised person.
- You should only use the account for the purpose for which it was authorised.
- You shall inform the Client of activities that you carry out in relation to Professional Networking Sites including details of your membership of sites that you have set up and new contacts that you have made during the course of your assignment.
- You must comply with the terms and conditions of use of all Networking Sites that You use. You should pay particular attention to any codes of behaviour or professional conduct contained within those terms and conditions.
- You must only upload Professional Contacts to our clients database(s) when you are satisfied that the client has a legal basis for processing the personal data of that Professional Contact. You must not download or copy Professional Contacts to personal devices [without prior written authorisation from the Client's Data Protection Officer/ IT Manager/ Your line manager/ or other]. If you have permission to download or copy Professional Contacts to personal devices you will give access to the Client to those personal devices [for audit when requested/ if the Client receives a Personal Data Request.
- You must regularly backup your Professional Contacts.
- You must delete any Professional Contacts you are instructed to delete by the Client (which may include a general instruction to delete records in order to comply with the Data Protection Laws).
- You should not disclose Confidential Information unless You have been authorised to disclose by the Client's Data Protection Officer or the Managing Director.

5.2 Social Networking Sites

Our client respects your right to a private life but access to social networking websites via the Facilities and during working hours is strictly forbidden, unless with the strict permission of your line manager.

Your use of Social Networking Sites may impact on the Client and its business. Such impact includes potentially causing damage to its reputation, loss of Confidential Information, or exposure to other liabilities such as claims of discrimination, harassment or workplace bullying. The content of any communications or comments posted on a Social Networking Site must not damage or bring into disrepute the Client, its staff, its clients or candidates. Therefore if You use Social Networking Sites, even where this is not via the Facilities or is outside of working hours You are prohibited from:

- engaging in any conduct or posting any comments which are detrimental to the Client;
- engaging in any conduct or posting any comments which could damage working relationships between members of staff, Introducers, suppliers, affiliates, and our client. Where you express personal views You must state that these are personal views and do not represent the views of our client;
- engaging in any conduct or posting any comments which could be derogatory to another person or third party or which could constitute unlawful discrimination or harassment;
- recording any Confidential Information regarding our client on any social networking site or posting comments about our client related topics such as our client's performance; and/ or
- making information available which could provide any person with unauthorised access to our client, the Facilities and/or any Confidential Information.

You may be required to remove postings deemed to constitute a breach of this policy. This may include any 'likes' or 'dislikes' of other people's posts or the re-posting/tweeting of other people's comments (or links thereto) which of themselves may constitute a breach of this policy.

6 End of assignment with our client

- All email address lists or other contact information stored on the Facilities are Confidential Information and remain the property of our client even after the end of your assignment with the client.
- You may not copy or remove any email address lists or other contact information stored on the Facilities without prior written permission from our client.
- On or prior to the end of your assignment with the Client for whatever reason you must speak to Your line manager to determine what steps to take in relation to any Professional Networking Sites you use. Our client reserves the right to require you to:
 - advise your Professional Contacts on any Professional Networking Site of the date on which you will be leaving our Client
 - delete all of Your Professional Contacts and not retain a copy of Your Professional Contacts' details without prior written permission from our client;

Appendix 5 – Whistleblowing Policy

1. Introduction

The Public Interest Disclosure Act 1998 came into force on 2 July 1999. This Act recognised that workers have the right to “blow the whistle” and disclose certain information, e.g. the fraudulent activities of management, malpractice and/or concerns about health and safety.

The Act introduced specific rights for those who disclose information to a third party about an alleged wrong-doing in defined circumstances. There is no general right for all so-called whistle-blowers to receive special protection. To qualify, the following issues must be met:

- the Disclosure in question must relate to one of the specified categories contained within the Act; and
- the Disclosure must be made in one of the ways specified.

Protection under the Act applies to workers and the definition used is substantially wider than that used in other employment legislation. It includes not just agency workers and the common definition of workers, but also third party contractors including limited company contractors whose work is controlled by our clients.

1.1. Subject Matter of the Disclosure

As mentioned above, there are limits on the subject matter that will qualify for protection. A qualifying Disclosure means any Disclosure of information, which, in the reasonable belief of the worker making the Disclosure, tends to show one or more of the following:

- that a criminal offence has been committed, is being committed or is likely to be committed; or
- that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he or she is subject; or
- that a miscarriage of justice has occurred, is occurring or is likely to occur; or
- that the health or safety of an individual has been, or is being or is likely to be endangered; or
- that the environment has been, is being or is likely to be damaged, or
- that information tending to show any massive failing within any one of the proceeding paragraphs has been, is being or is likely to be deliberately concealed.

The worker simply has to show that they have a reasonable belief that the information disclosed demonstrates one or more of the above criteria. However, there are two important exceptions where the Disclosure will not qualify for protection and they are:

- if the person making the Disclosure commits an offence by making it, or
- it is a matter in which a legal, professional privilege would apply, namely, correspondence between our client and their lawyers regarding a specific case.

It is not sufficient for the worker to show that the circumstances give rise to a qualifying Disclosure, the worker will also have to ensure that the proper procedures are adhered to.

1.2. Procedures for Disclosures

In order to qualify for the whistle-blowing protection, the worker must use one of the six specified ways to make the Disclosure. The aim of the legislation is to encourage workers to disclose the information through appropriate internal channels first rather than going directly to an outside person such as a member of the media.

The six permitted ways of Disclosure are as follows:

1) Disclosure to a client or Other Responsible Person

This method of Disclosure will ensure that workers are protected in respect to Disclosures made in good faith. Where the worker believes that the relevant failure relates solely or mainly to the conduct of a person other than our client or to a matter for which that other person has responsibility, the Disclosure should be made to that other person.

2) Disclosure to a Legal Adviser

This protects workers who disclose information in the course of obtaining legal advice.

3) Disclosure to a Minister of the Crown

This will only apply where our client is an individual appointed under any enactment by a Minister of the Crown or a body whose members are so appointed. Examples include the Utility Regulatory Bodies and NHS trusts, i.e. could apply to nurses, care staff and workers supplied to local authorities.

4) Disclosure to a Prescribed Person

Workers will qualify for protection when they make a Disclosure in good faith to a person prescribed by an order made by the Secretary of State. The list of prescribed persons was recently amended and the New Public Interest Disclosure Prescribed Persons Amendment Order came into force on 1 October 2003 and the relevant list is attached at Appendix A.

5) Disclosure in Other Cases

Disclosure in other cases apply where the worker makes the Disclosure in good faith, reasonably believes that the information disclosed and any allegations contained within it are substantively true, does not make the Disclosure for the purposes of personal gain and meets one of the specified conditions set out below, namely:

- that at the time they make a Disclosure, the worker reasonably believes that they will be subject to detriment by our client if that worker makes a Disclosure to our client or to a prescribed person;
- that in the case where no person is prescribed in relation to the relevant circumstances, the worker reasonably believes that it is likely that the evidence relating to the relevant failure would be concealed or destroyed if they made the Disclosure to our client; or
- that the worker has previously made a Disclosure of substantially the same information to our client or a prescribed person. Further details are contained within the Act.

6) Disclosure of Exceptionally Serious Breaches

The final type of protected Disclosure is one which covers situations where the subject matter is serious enough to merit by-passing one of the other procedures. The relevant criteria set out above must be met together with the matter which must be exceptionally serious. It does not mean that people will be protected where they act unreasonably, for example, by going straight to the press where there would clearly have been other less damaging ways to resolve the matter.

This would be particularly true where there was a whistle-blowing policy which encourages the worker to raise the matter with our client or another responsible body first.

1.3. Practical Issues

Abatec take whistle-blowing and issues of malpractice seriously.

A whistle-blowing policy, such as that which is available on our website, should make it clear that the worker wishing to voice their concern should raise the matter with the named person first, who will deal with the matter objectively.

If a worker is not happy with the way in which a matter has been addressed, they should be encouraged to raise that fact as a complaint rather than leaving the matter unresolved.

However, workers who make false allegations maliciously may be subject to the appropriate action.

If there is not a sufficiently senior person to deal with the complaint within the organisation, then external routes should be considered.