quest employment

People are our priority

QF-STD-COM-2009-v2

# Agency Worker Handbook

**Issued by Quest Employment at**

| | |
|---|---|
| **Banbury**<br>**Address:** Borough House, Marlborough Road, Banbury, OX16 5TH<br>01295 477170<br>banbury@questemployment.co.uk | **Luton**<br>**Address:** Suite 1, 1st Floor, Regency House, 85-87 George Street, Luton, LU1 2AT<br>01582 723555<br>luton@questemployment.co.uk |
| **Bedford**<br>**Address:** 13 Mill Street, Bedford, MK40 3EU<br>01234 358844<br>bedford@questemployment.co.uk | **Northampton**<br>**Address:** First Floor, 102a Abington Street, Northampton, NN1 2BP<br>01604 232227<br>northampton@questemployment.co.uk |
| **Corby**<br>**Address:** 31 Everest Lane, Corby, NN17 1PS<br>01536 408631<br>corby@questemployment.co.uk | **Peterborough**<br>**Address:** 19 Cowgate, Peterborough, PE1 1LZ<br>01733 555405<br>peterborough@questemployment.co.uk |
| **Coventry**<br>**Address:** First Floor, Sun Alliance House, Little Park Street, Coventry, CV1 2JZ<br>024 7622 2100<br>coventry@questemployment.co.uk | **Stoke-on-Trent**<br>**Address:** Office 1, Shelton New Road, Stoke-on-Trent, ST4 7AB<br>01782 307870<br>stoke@questemployment.co.uk |
| **Leicester**<br>**Address:** 13-15 Belvoir Street, Leicester, LE1 6SL<br>0116 275 7733<br>leicester@questemployment.co.uk | **Head Office**<br>**Address:** Royal House, Queenswood, Newport Pagnell Road West, Junction 14, Northampton, NN4 7JJ<br>01604 970370<br>N/A |
| Our office hours are Monday to Friday 08:00 – 16:30. Emails may be monitored outside of office hours. | |

| | |
|---|---|
| **Company Name:** | **Quest Employment Ltd** |
| **Company Address:** | **Royal House, Queenswood, Newport Pagnell Road West, Northampton NN4 7JJ** |
| **Definitions:-** | |
| **The Company:** | The Company shall act as a gangmaster (as defined in section 4 of the Gangmasters (Licensing) Act) when introducing the Agency Worker into Assignments with its Clients to which that Act applies. It shall act as an employment business (as defined in section 13(3) of the Employment Agencies Act 1973) when introducing or supplying Agency Workers into all other Assignments with its Hirers, and as an employment agency (as defined in section 13(2) of the Employment Agencies Act 1973) for the purpose of finding employment for a candidate with employers, or supplying employers with a candidate for employment. No work-finding fee is charged by Quest Employment for sourcing or offering work to candidates. |
| **Quest Employment Ltd:** | The company trading as Quest Employment |
| **Agency Worker:** | Any individual engaged by Quest under a Contract for Services and introduced or supplied to a Client to carry out work during an Assignment. |
| **Client:** | The person, firm or company to whom the Agency Worker is introduced or supplied for an Assignment. |
| **Line Manager:** | The line manager of the Client to whom you report on a day-to-day basis |
| **Branch Manager:** | The manager of the Branch responsible for the relevant Client, based at the local Quest Branch. |
| **Regional Manager:** | The Quest manager with regional responsibility for Branch operations, Client oversight and support within the relevant area. |
| **Consultant:** | The Quest representative responsible for managing the relevant Client and/or Assignment. |
| **Payroll:** | **The department at Quest Head Office responsible for processing payment of Agency Workers' pay.** |

## Contents


**Section 1 - Welcome to Quest Employment Ltd ..... 6**
**Section 2 - Terms of Engagement ..... 6**
**Section 3 - Conduct On Assignments ..... 7**
Client Equipment ..... 7
Client Company Vehicles ..... 7
Capability / Client Complaints ..... 7
Conduct, Quality and Suitability for Assignment ..... 7
**Section 4 - Hours of Work ..... 8**
Overtime ..... 8
Night Working ..... 8
**Section 5 - Working Time Regulations ..... 9**
Opting Out Agreement ..... 9
Records ..... 9
Rest Breaks/Periods ..... 9
**Section 6 - Training ..... 9**
**Section 7 - Reporting Absence, Sickness and Return to Assignment ..... 9**
**Section 8 - Punctuality ..... 10**
**Section 9 - Pay Details ..... 10**
Timesheets ..... 10
Payment ..... 10
Pay Queries ..... 11
Tax and National Insurance ..... 11
National Insurance number application line ..... 11
National Insurance number interview ..... 11
Tax Office (8am to 6pm, Monday to Friday) ..... 11
**Section 10 - General Rules ..... 11**
Duty to Report Misconduct ..... 11
Private Activities ..... 11
Personal Property ..... 11
Security Policy ..... 12
Dress Code ..... 12
Trade Unions ..... 12
Ex-Offenders - Criminal Convictions ..... 12
Contact ..... 12
**Section 11 - Ending Your Engagement and Assignments ..... 12**
Ending Your Engagement with Quest ..... 12
Ending an Assignment ..... 13
Direct Engagement by a Client ..... 13
**Section 12 - Pay, Deductions and Holiday Entitlement ..... 13**
Rate of Pay ..... 13
Method of Payment ..... 14
Statutory Paid Annual Leave ..... 14
Statutory Sick Pay ..... 14
Requesting Annual Leave ..... 15
Pension Scheme ..... 15
**Section 13 - Family Friendly Entitlements ..... 15**
Pregnancy and Maternity ..... 16
Paternity ..... 16
Adoption and Related Rights ..... 16
Time Off for Dependants ..... 16
Parental Leave and Family-Related Time Off ..... 16
Flexible Working ..... 17

Further Information ..... 17
**Section 14 - The Company Policies ..... 17**
Absence Management Policy and Procedure ..... 18
Alcohol And Drugs Policy ..... 22
Equal Opportunities and Diversity Policy ..... 23
Preventing Sexual Harassment Policy and Procedure ..... 27
Complaints Policy and Procedure ..... 30
Whistle-Blowing Procedure ..... 31
CCTV Policy ..... 36
GDPR Privacy Notice for Employees and Agency Workers ..... 37
Ethical Conduct Protection Policy ..... 42
Anti-Bribery and Corruption Policy ..... 43
Anti-Tax Evasion Policy ..... 47
Modern Slavery Policy ..... 48
**Section 15 - Health and Safety ..... 49**
Health and Safety Policy ..... 49
**Section 16 - Restricted and Prohibited Assignments ..... 52**
Schedule 1 – Activities Prohibited by Quest ..... 52
Schedule 2 – Activities Requiring Specific Prior Authorisation ..... 53
**Section 17 - Personal Accident Insurance Scheme ..... 53**
What is Personal Accident insurance? ..... 54
Why might I choose this cover? ..... 54
Personal Accident Insurance Policy Summary Key Facts ..... 54
Insurance provider ..... 54
Group policyholder ..... 54
Group policy number ..... 54
Purpose of the insurance ..... 54
Insured persons ..... 54
Operative time of cover ..... 54
Significant product features, benefits and limitations ..... 55
Significant covers ..... 55
Death by an accident ..... 55
Permanent loss of limbs ..... 55
Permanent loss of sight, speech or hearing ..... 55
Permanent partial disability ..... 55
Permanent total disability ..... 55
Temporary total disability ..... 55
What is not covered ..... 56
Policy reference ..... 56
Policy reference ..... 56
Law and jurisdiction ..... 56
Period of insurance ..... 56
Rights of cancellation and cooling off period ..... 56
Claim notification ..... 56
Your right to complain ..... 57
Is the insurer Covered by the Financial Services Compensation Scheme (FSCS)? ..... 57
What happens if I have an accident? ..... 57
Complaints ..... 57
**Section 18 – Club Quest Scheme ..... 57**
What is Club Quest ..... 57
About Club Quest ..... 58
**Section 19 – Transport ..... 58**
Making Arrangements For Transport ..... 58

## Section 1 - Welcome to Quest Employment Ltd

As an Agency Worker of Quest Employment Ltd, you have joined a Company that holds the distinction of being one of the most successful independent recruitment agencies in the country.

All at Quest Employment take great care to develop a relationship with all our Agency Workers and to maximise their potential by providing advice and help where we can.

We are delighted you have chosen to join us.

This handbook is issued to all Agency Workers as a guide, not only to our terms and conditions but also to the wider environment in which we work. Please read it carefully. If you have any queries, speak to your branch contact.

If you need a copy of your Agency Worker booklet translated please speak to your branch representative who will organise for this to happen at the earliest convenience.

A copy of this booklet can also be found at www.questemployment.co.uk

**Thank you for coming to Quest Employment Ltd, we look forward to a long and successful working relationship with you.**

## Section 2 - Terms of Engagement

You will have been issued with a **Contract for Services**. This Handbook provides further information about the principal terms, expectations, procedures and standards that apply to your engagement with Quest and whilst on Assignment.

As an Agency Worker engaged under a Contract for Services, you are **not employed by Quest under a contract of employment**. Your engagement with Quest is governed by your Contract for Services, the relevant Assignment Schedule, and any applicable Company policy or procedure.

Whilst on Assignment, you are expected to devote your full time, attention and abilities to the duties of the Assignment and to comply with the lawful and reasonable instructions of the Hirer and Quest.

Your engagement is conditional upon you providing the documentation and information Quest reasonably requires, including confirmation of your right to work in the UK and, where relevant, satisfactory references, licences, qualifications, certificates, medical information or other checks required for a particular Assignment.

For health and safety, insurance and compliance reasons, certain activities are either prohibited or may only be undertaken with prior authorisation. Details are set out in Section 16 – Restricted and Prohibited Assignments.

**Document Status and Order of Precedence**

This Handbook should be read alongside the Contract for Services, the relevant Assignment Schedule, and any Company policy or procedure applicable to the Agency Worker's engagement or Assignment.

Where this Handbook includes a full copy, extract or summary of a Company policy or procedure, that material is included for ease of reference only.

In the event of any inconsistency between this Handbook, a Company policy or procedure, an Assignment Schedule, or the Contract for Services, the Contract for Services and the relevant Assignment Schedule shall take precedence, except where applicable law requires otherwise.

Nothing in this Handbook is intended to create a contract of employment or to confer employment status where none exists.

## Section 3 - Conduct On Assignments

The Company's ability to offer you suitable assignments depends on our continued reputation for quality and reliability. It is therefore important that as a Quest Agency Worker, you conduct yourself in a professional manner at all times and adhere to the requirements within this Handbook on each and every assignment.

Whilst on assignment, you will be required to co-operate with the Client's reasonable instructions and accept the direction, control and supervision of any responsible person in the Client's organisation.

You will be required to observe any relevant rules and regulations of the Client's organisation (including normal hours of work).

You must not engage in any conduct that is detrimental to the interests of the Company, or any of its Clients.

You must not at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information relating to the Client's or the Company's employees, agency workers and contractors, business affairs, transactions or finances.

You should take all reasonable steps to safeguard your own health and safety and that of any other person who may be present or be affected by your actions whilst working on an assignment it is essential that you comply with the Health and Safety policies and procedures of the Client that you are assigned to.

### Client Equipment

All equipment and items supplied to you by either the Company or its Clients must be returned to the respective party upon completion of the assignment or termination of your Contract for Services, or earlier if requested to do so.

Whilst working on an assignment, any equipment supplied to you for use during your assignment must be used in the manner always instructed by the Client and with due care and consideration.

In the event of failure to return equipment, or in cases of willful or negligent damage to equipment, the Company reserves the right (by way of your remuneration, bonus or any monies due to you) to deduct the cost of such items and reclaim any outstanding balance from you. If the property belonged to our Client, the money will be repaid to them to cover the cost of the items.

### Client Company Vehicles

The Company takes all reasonable steps to ensure that you are qualified and willing to undertake any duties that the Client has informed us will be required. This includes ensuring that where you may be required to drive a Client Company vehicle you have the appropriate driving license. Should you be requested by the Client to undertake any driving duties you must contact your Branch before doing so in order that we may make the appropriate check.

### Capability / Client Complaints

The Company will take all reasonable steps to ensure that you are capable of performing the requirements of your assignment, prior to placing you with a Client. However, should a Client identify that you are not capable of performing the assignment to the standard required; the Company reserves the right to remove you from the assignment and seek to place you elsewhere.

Any complaint received from a Client with regard to your conduct and/or capabilities will be dealt with appropriately and may be dealt with through the Capability / Disciplinary Process, which could lead to the termination of your Assignment and/or engagement.

### Conduct, Quality and Suitability for Assignment

Quest may receive concerns relating to an Agency Worker's conduct, attendance, timekeeping, compliance with instructions, health and safety, quality of work, capability or suitability for an Assignment. Where this happens, Quest will review the matter and, where appropriate, discuss it with the Agency Worker, the Hirer and any relevant parties.

Depending on the nature of the concern, Quest may provide guidance, require improvement, review the Agency Worker's suitability for the Assignment, remove the Agency Worker from the Assignment, decide not to offer further Assignments, or terminate the engagement and/or Assignment in accordance with the Contract for Services.

Nothing in this section prevents Quest or the Hirer from requiring the Agency Worker to stop work or leave an Assignment immediately where this is considered necessary for health and safety, conduct, operational or client service reasons.

If the Agency Worker wishes to raise a concern about how a matter has been handled, they may do so under the Complaints Policy and Procedure or, where appropriate, the Whistle-Blowing Procedure.

## Section 4 - Hours of Work

Your hours of work will vary according to the requirements of the Client and the relevant Assignment Schedule. You are expected to work flexibly in accordance with the Client's requirements and the terms of your engagement. Accordingly, you acknowledge that there may be periods when no work is available to you. You will only be paid for the hours that you actually work, unless otherwise expressly provided by law or the relevant Assignment Schedule.

The Working Time Regulations impose an average 48 hour weekly working time which is calculated over any period of 17 weeks, or if you work for less than this, for the period worked. You may have signed an Opt-out agreement, whereby you have agreed to work hours which exceed the maximum average weekly working time limit of 48 hours, as imposed by the Working Time Regulations 1998 (these Regulations do not apply to Drivers). Should you wish to withdraw your agreement, you should submit your request in writing to your Consultant, giving 7 days' notice.

When your daily shift lasts, or is expected to last for six hours or more you will normally be entitled to a rest break of at least 20 minutes. The Client will advise details at commencement of your assignment and breaks should be taken in agreement with the Line Manager. You are also entitled to at least 11 hours consecutive rest in each 24 hour period and an interrupted weekly rest period of not less than 24 hours in each 7 day period.

To increase your chances of work you must call Quest Employment each morning between 8.00am - 9.00am for work that day and/or 3.30pm - 4.30pm in the evening for work the following day.

If for any reason you cannot attend work you must give Quest Employment as much notice as humanly possible before the start of your assignment. This gives us time to arrange a replacement for your assignment causing minimal disruption.

If for any reason you cannot complete the day inform Quest immediately. **NEVER WALK OUT!!**

At the end of your shift ask your supervisor if you are required the next day.
If there is no work for you telephone Quest for details of your next assignment.

### Overtime

Where the need for overtime arises, the Client will advise their requirements. Any reasonable request for overtime will be paid at the rate applicable to the particular assignment. Details of the rates that apply to overtime will be communicated at commencement of your assignment or when appropriate thereafter.

### Night Working

The official definition of a night worker is someone who works more than three hours at night (between 11pm and 6am) as part of the normal course of their job. If you do regularly work at night you should by law not work more than an average of eight hours in each 24 hours during a 17 week period.

In compliance with Working Time Regulations you may have completed a Health Self-Assessment Declaration for Night Workers, the purpose of this declaration is to assess your fitness to carry out night work whilst working on an assignment from the Company.

Whilst there is no difference in the physical demands of night work compared to day work the human body is naturally programmed to sleep at night. The disruption to sleep patterns can aggravate certain medical conditions, albeit o

temporarily. Additionally the reduced access to services and facilities that may be apparent both inside and outside the workplace at night can have an effect. If you accept an assignment from us as a night worker, you will be required to complete a Health Self-Assessment Declaration for Night Workers.

## Section 5 - Working Time Regulations

The Working Time Regulations are important in imposing limits on working hours, creating rights to rest periods and breaks, and a right to paid holiday leave. As the Agency responsible for paying you as an Agency Worker, we are also responsible for ensuring that the Regulations are complied with. This together with the Agency Worker Standard Conditions of Work forms the terms and conditions of your engagement.

### Opting Out Agreement

The Regulations impose an average 48 hour weekly working limit (the limit) which applies to you in respect of work carried out for a Client Company. The average hours per week are calculated over any period of 17 weeks, or if you work for less than this, for the period worked. Quest Employment wish to exclude this limit for any Client for whom you carry out work as in our view it is not appropriate to the needs of our Clients or realistic given the nature of temporary work.

You are entitled to work in excess of the limit provided you agree to this in writing. You are not obliged to agree to opt out of the limit: it is a matter of choice for you. If you agree to opt out, please sign where indicated at the end of this agreement. Quest Employment will require you to give 7 days' notice in writing to terminate the opting out agreement.

### Records

We shall keep a proper record of your hours worked.

### Rest Breaks/Periods

Adult workers are entitled to the following:-

1) To at least 11 hours consecutive rest in each 24 hour period;
2) An uninterrupted weekly rest period of not less than 24 hours in each 7 day period; and
3) A rest break after 6 hours work of not less than 20 minutes to be spent away from the work station.

Normally, you will enjoy a lunch break, and the arrangements with the Client Company may allow for other rest breaks or periods.

Quest Employment reserves the right under the Regulations to vary the rest breaks or periods where special circumstances occur, subject to ensuring you have compensatory rest at other times. Appropriate arrangements will be reached between Quest Employment and the Client Company to ensure rest breaks and periods or other compensatory rest is provided.

## Section 6 - Training

The Company will ensure that you are provided with adequate information, instruction and training, in order to fulfil each assignment safely and effectively. If you are concerned about the adequacy of the information, instruction and training you receive, please discuss this with your Consultant.

## Section 7 - Reporting Absence, Sickness and Return to Assignment

If you are unable to attend an Assignment, or will otherwise be absent from an Assignment for any reason, you must notify Quest **by telephone**, unless exceptional circumstances prevent this, as soon as reasonably practicable and, where reasonably possible, no later than **1 hour before the commencement of your agreed start time** on the first day of absence and on each subsequent day of absence, unless an alternative reporting arrangement has been agreed. Where contact with Quest is not possible, you should also inform the Hirer, but you must still notify Quest at the first possible opportunity.

If your absence is due to sickness, injury or accident, you must complete any required **self-certification** for the first **7 consecutive calendar days** of absence, including weekends. If your sickness absence continues for more than 7 consecutive calendar days, you must provide a **fit note** or other appropriate medical evidence covering the period of absence. If your absence continues, you must provide further medical evidence as required to cover the full period of absence.

Statutory Sick Pay (**SSP**) will only be paid where you meet the relevant statutory conditions. Failure to follow the sickness reporting and certification requirements may affect your entitlement to SSP where the statutory rules allow this.

If you submit a fit note stating that you **may be fit for work** subject to certain conditions, Quest will decide, in its discretion, whether you can return to a previous Assignment or be offered a different Assignment, taking account of the Assignment requirements and any conditions identified in the fit note. Your return may be subject to changes being agreed to the Assignment details or other applicable arrangements.

Once you are fit to return to an Assignment, you must notify Quest. Quest will seek to offer you a suitable Assignment as soon as reasonably practicable, but **cannot guarantee that your previous Assignment, hours or placement will still be available**.

Unnotified absence and failure to follow the absence reporting procedure are taken seriously. If you fail to attend an Assignment and do not inform Quest, this may be treated as termination of the Assignment by you, unless exceptional circumstances prevented you from complying with the reporting requirements.

For further information, please refer to your **Contract for Services** and the relevant Company procedures.

## Section 8 - Punctuality

You are required to be punctual for each assignment. Details of your hours will be communicated to you at the commencement of your assignment. It is a requirement of the Company that you are present at your workstation, ready to commence work, at your agreed start time.

## Section 9 - Pay Details

### Timesheets

On some assignments our Clients may have an agreement with the Company to transfer hours electronically or by other methods (via signed personal timesheets). Your Consultant will inform you of these alternative arrangements if they apply to your assignment.

We will issue you with a timesheet before you commence an assignment (if required). At the end of the assignment the timesheet must be signed in ink by your supervisor. A timesheet that is incomplete, inaccurate or not properly authorised may delay payment and may require investigation before payment can be processed. Leave the bottom copy with your supervisor and return the top copy to Quest where applicable.

If you are required to use a clock card you must clock in and out as instructed. Failure to do so could delay payment - it is your responsibility to adhere to policy and procedures.

For your convenience you may leave timesheets in the outside letterbox over the weekend - always in a sealed envelope & marked clearly for the attention of Quest.

### Payment

It is your responsibility to give us your correct bank account details. Failure to supply details or incorrect details could delay payment.

Please note that we do not pay cash advances.

Pay slips are emailed to your email account.

### Pay Queries

Any wage queries should be notified as soon as possible to your local branch. Pay queries **may not** be resolved immediately subject to any investigations required (discussed and advised at the time).

### Tax and National Insurance

We feel it is good working practice that every member of staff working for Quest Employment will obtain a National Insurance Number within 12 weeks of work commencing. To make your appointment the National Insurance Help Line numbers are;

**National Insurance number application line (Monday to Friday, 8am to 6pm)**
**Telephone: 0300 200 3500**
**Textphone: 0300 200 3519**

### National Insurance number interview

Job Centre Plus may write to you and ask you to come to an interview where you'll be asked about your circumstances and why you need a National Insurance number.

The letter will also tell you which documents to bring to prove your identity, eg:

- passport or identity card
- residence permit
- birth or adoption certificate
- marriage or civil partnership certificate
- driving license

You'll be told at the interview how long it'll take to receive your National Insurance number

Your P45 tells us how much tax you should be paying. As soon as it is available you should give it to us.

If you have no P45 you must complete a P46 before leaving the office to allow us to give you some tax free pay. If you have not completed one please ask and we will provide one.

### Tax Office (8am to 6pm, Monday to Friday)

Call HMRC for help with questions about Income Tax, including PAYE coding notices, Marriage Allowance and changing your personal details.

Have your National Insurance number with you when you phone.

**Telephone: 0300 200 3310**
**Quest Reference 267 / GZ80354**

## Section 10 - General Rules

### Duty to Report Misconduct

You are expected to act with honesty at all times. Acts of misconduct, dishonesty, or any breaches of the Company or its Clients' rules must be reported to your Line Manager or your Consultant, whether these are actually committed or just contemplated or discussed by any of your colleagues. The Company will treat any matter that you raise as confidential, as far as this is practicable. A failure to report such conduct will be treated as a serious disciplinary matter.

### Private Activities

Neither the Company nor its Client's premises and/or equipment may be used for the sale, promotion, display or exchange of literature, pamphlets or goods, whether for charitable, political, commercial or other purposes unless by prior written agreement of a Quest Director. A breach of this rule may result in disciplinary action where applicable, removal from Assignment, termination of engagement and/or Assignment, or other appropriate action.

### Personal Property

The company cannot accept any responsibility for loss or damage to Agency Workers personal property. You are advised not to bring valuable items on to the Company or its Clients premises.

### Security Policy

Quest Employment does not tolerate theft in any form. Nor does Quest Employment permit any inappropriate items that may harm you or others or put you or others at risk or otherwise be unsuitable to be brought into the workplace, such as drugs, alcohol, counterfeit goods or pornographic materials. To combat the risk of theft and to help keep the workplace as safe as possible, Quest operates a stop and search policy with which you are required to co-operate and comply as part of your engagement and whilst on Assignment.

This policy applies to all Agency Workers and anyone working at Quest Employment Clients.

### Dress Code

Whilst on assignment you should maintain a professional appearance. Dress should be appropriate for your working environment. Where a specific dress code is required on an assignment, your Consultant will inform you of the details. Due regard will be paid to religious, cultural and health and safety needs of all Agency Workers.

### Trade Unions

You have a legal entitlement to be a member of a trade union of your choice, or indeed not to be a member of any trade union. The Company does not recognise any trade union for collective bargaining purposes.

### Ex-Offenders - Criminal Convictions

Subject to the Rehabilitation of Offenders Act 1974 and any other applicable legal requirements, Quest may take into account any current unspent criminal conviction where it is relevant to the role, assignment, client requirements, safeguarding considerations, legal obligations, right to work requirements, or Quest's legitimate business interests.

If you are charged with, or convicted of, a criminal offence during your engagement with Quest, you must notify Quest as soon as reasonably practicable where the matter may affect your suitability for an assignment, your right to work, client requirements, safeguarding obligations, or Quest's legitimate business interests.

Quest will consider the circumstances of the case, including the nature of the offence, the outcome, and its relevance to the role or assignment, before deciding whether any action is appropriate. Such action may include removal from an assignment, a decision not to offer further assignments, disciplinary action where applicable, or termination of your engagement, contract and/or assignment.

### Contact

The Agency Worker agrees that Quest may communicate with them by telephone, email, text message, post and other reasonable communication methods in connection with their registration, engagement, Assignments, pay, compliance and related matters.

## Section 11 - Ending Your Engagement and Assignments

### Ending Your Engagement with Quest

As an Agency Worker engaged under a Contract for Services, you are not employed by Quest under a contract of employment. Your engagement with Quest is governed by your Contract for Services.

You may bring your engagement with Quest to an end at any time by notifying Quest in writing.

Quest may terminate your engagement in accordance with the terms of your Contract for Services.

Quest cannot guarantee that Assignments will be available at any time. Where your engagement is coming to an end, Quest cannot guarantee that any further Assignment will be offered or remain available.

Whilst you are not on Assignment, you must keep in regular contact with Quest to confirm your availability for work. If y

do not contact Quest to confirm your availability for a period of 3 consecutive weeks, Quest may treat your engagement as terminated and may send your P45 to your last known address.

Quest may also terminate your engagement immediately in the event of a serious breach of your Contract for Services or any act of gross misconduct, in accordance with the applicable Company procedures.

### Ending an Assignment

Either you or Quest may terminate an Assignment at any time without prior notice or liability, save for payment for hours actually worked up to the date of termination.

The continuation of any Assignment is subject to the continuation of the contract between Quest and the Hirer. If the contract between Quest and the Hirer ends for any reason, the Assignment will cease immediately without liability to Quest, other than payment for hours worked up to the date the Assignment ends.

If you fail to attend an Assignment and do not inform Quest, this may be treated as termination of the Assignment by you, unless you can show that exceptional circumstances prevented you from notifying Quest in accordance with the applicable absence reporting procedure.

If you are absent during an Assignment and the Assignment has not otherwise ended, Quest may terminate the Assignment immediately where the work is no longer available.

### Direct Engagement by a Client

If, as a result of an Assignment with a Quest client, that client offers to engage you directly, whether as an employee, worker or self-employed contractor, you must inform Quest immediately.

## Section 12 - Pay, Deductions and Holiday Entitlement

### Rate of Pay

Whilst on Assignment, an Agency Worker is entitled to be paid only for the hours actually worked, unless otherwise expressly provided by law or under the relevant Assignment Schedule.

The rate of pay for each Assignment will be set out in the relevant Assignment Schedule and will be notified in advance. Pay rates may vary depending on the Assignment but will be no less than the applicable statutory minimum wage in force at the relevant time for the work undertaken or, where applicable, the appropriate Agricultural Wages entitlement.

An Agency Worker may, by virtue of having completed the Qualifying Period for an Assignment, become entitled under the Agency Workers Regulations 2010 to an increase in pay and certain other basic working and employment conditions. Any such variation will be notified in the relevant Assignment Schedule.

Subject to any statutory entitlement, an Agency Worker is not entitled to receive payment for any time not spent on Assignment, including periods when no Assignment is available, unless otherwise stated in the relevant Assignment Schedule or required by law.

If an Agency Worker is absent due to sickness or injury, they may be eligible for Statutory Sick Pay, provided the relevant statutory criteria are met. Statutory Sick Pay will be paid in accordance with applicable legislation. Further details are set out in the Sickness and Absence section of this Handbook and the Contract for Services.

Quest may operate bonus, commission or incentive arrangements from time to time. Unless expressly confirmed otherwise in writing, there is no contractual entitlement to any such payment, and Quest reserves the right to amend, withdraw or replace any such arrangement at its discretion, subject to applicable law.

Under no circumstances will payment be made in cash.

## Method of Payment

Payment will normally be made weekly in arrears by BACS transfer into the Agency Worker's nominated bank account, unless otherwise stated in the relevant Assignment Schedule or notified separately.

All payments are subject to deductions required by law, including PAYE income tax, National Insurance contributions, and any other lawful deductions or agreed deductions. Quest may also make lawful deductions in respect of overpayments, holiday pay overpayments, non-returned Company or Hirer property, or other monies properly owed by the Agency Worker to Quest.

Quest reserves the right to use an external payroll provider or payroll bureau for payroll administration.

## Statutory Paid Annual Leave

Subject to any increased entitlement pursuant to the Agency Workers Regulations 2010, an Agency Worker is entitled to paid annual leave for time worked during an Assignment in accordance with the applicable statutory minimum.

The current statutory entitlement to paid annual leave is **5.6 weeks**, or such other entitlement as may apply by law to the role being undertaken.

In the event that an Agency Worker becomes entitled to any increase in paid and/or unpaid annual leave by virtue of having completed the Qualifying Period, any such increase will be notified in the relevant Assignment Schedule.

Where an Agency Worker is a **part-year worker** and/or an **irregular hours worker**, holiday entitlement and holiday pay will be calculated and paid in accordance with the applicable statutory provisions. Depending on the Assignment, this may be either:
a) **accrual method** — a minimum of 12.07% of hours worked, paid when leave is taken; or
b) **rolled-up holiday pay** — an additional payment of a minimum of 12.07% of remuneration for work done, paid at the same time as pay for work done.

The relevant method will be stated in the Assignment Schedule. ACAS confirms rolled-up holiday pay can only be used for irregular-hours workers and part-year workers, and holiday pay for those workers is otherwise generally based on a 52-week reference period.

Agency Workers paid under the accrual method may take only the leave they have accrued at that point in time.

The **Leave Year** is the period of 12 calendar months beginning on the date the Agency Worker starts an Assignment or a series of Assignments and ending on the anniversary of that date, unless otherwise stated in the relevant Assignment Schedule.

Unless otherwise stated in the relevant Assignment Schedule, holiday accrues in accordance with the law and the terms of the Contract for Services. Where the Agency Worker has normal working hours, entitlement accrues in proportion to the normal hours worked on Assignments during the Leave Year. Where the Agency Worker has no normal working hours, entitlement accrues on all hours worked, or as otherwise required by legislation.

During the first Leave Year, and unless otherwise stated in the relevant Assignment Schedule, an Agency Worker may request leave at the rate of one-twelfth of their total annual leave entitlement in each month of the Leave Year.

## Statutory Sick Pay

An Agency Worker may be eligible for **Statutory Sick Pay (SSP)** where the relevant statutory conditions are met. SSP will be paid in accordance with the law in force at the relevant time.

Agency Workers must comply with the absence reporting and certification requirements set out in **Section 7 – Reporting Absence, Sickness and Return to Assignment** and in the Contract for Services. Failure to do so may affect entitlement to SSP where the statutory rules allow this.

Where SSP is not payable, or where SSP is ending, Quest will provide the appropriate form or notification in accordance with the applicable statutory requirements.

### Requesting Annual Leave

Unless otherwise stated in the relevant Assignment Schedule, where an Agency Worker wishes to take paid annual leave during the course of an Assignment, they must notify Quest in writing of the dates requested and give notice as follows:

- **1 day** of leave: at least **1 week's notice**
- **2 days** of leave: at least **2 weeks' notice**
- **3 days** of leave: at least **3 weeks' notice**
- **4 or more days** of leave: at least **4 weeks' notice**

For operational and payroll processing purposes, holiday requests should normally be submitted no later than **Wednesday** in any week. Requests submitted after Wednesday may not be processed until the next processing cycle. Quest may, at its discretion, accept requests on shorter notice where operationally feasible.

Where an Agency Worker has requested annual leave in accordance with this procedure, Quest may give counter-notice to postpone or reduce the leave requested. In such circumstances, Quest will give notice in writing of at least the same length as the period of leave that it wishes to postpone or reduce.

Quest may also require an Agency Worker to take paid annual leave at specific times or notify the Agency Worker of periods when annual leave cannot be taken.

Where a Bank Holiday or Public Holiday falls during an Assignment and the Agency Worker does not work on that day, the Agency Worker may, subject to having accrued sufficient entitlement and giving the required notice, be paid for that day as part of their annual leave entitlement unless otherwise stated in the Assignment Schedule.

Holiday pay will be calculated in accordance with statutory requirements, normally by reference to the Agency Worker's average remuneration over the previous **52 weeks worked** on Assignment, except where rolled-up holiday pay lawfully applies.

Unless otherwise required by law, or unless otherwise stated in the relevant Assignment Schedule, annual leave must be taken during the Leave Year in which it accrues. The Agency Worker is responsible for ensuring that annual leave is requested and taken within the relevant Leave Year.

Where the Contract for Services is terminated, the Agency Worker will be entitled to payment in lieu of any accrued but untaken statutory annual leave, subject to the terms of the Contract for Services and applicable law.

### Pension Scheme

Quest will comply with its automatic enrolment duties in respect of eligible Agency Workers in accordance with the Pensions Act 2008 and applicable pension legislation.

Where an Agency Worker meets the relevant legislative criteria, Quest will enrol them into a qualifying workplace pension scheme in accordance with its legal duties. Eligible workers have the right to opt out in accordance with the applicable pension rules.

Quest may, where permitted by law, use pension postponement for up to three months before assessing an Agency Worker for automatic enrolment into a qualifying workplace pension scheme.

Where postponement is applied, an individual written postponement notice will be issued to the Agency Worker within the statutory timescale. This communication may be issued directly by Quest or administered and issued by Quest's workplace pension provider, NOW Pension, on Quest's behalf.

The postponement notice will confirm the relevant deferral date, explain how automatic enrolment applies, and set out the Agency Worker's right to opt in or join a pension scheme during the postponement period, where applicable.

Quest remains responsible for ensuring that its automatic enrolment duties are met in accordance with the Pensions Act 2008 and applicable pension legislation.

## Section 13 - Family Friendly Entitlements

Quest recognises that Agency Workers may, depending on their individual circumstances, legal status and qualifying conditions, have certain statutory family-related rights and protections.

As entitlement will depend on the relevant statutory provisions in force at the time, your individual circumstances, and whether the right applies to employees, workers or agency workers, you should contact your Consultant or local Quest branch as early as possible if you require information or support in relation to pregnancy, maternity, paternity, adoption, parental responsibilities, time off for dependants or flexible working.

The information below is a general summary only. Full details of any applicable rights, eligibility criteria, notification requirements and procedures are set out in the relevant Company policies and the applicable statutory provisions.

## Pregnancy and Maternity

If you become pregnant, you should notify your Consultant as soon as reasonably practicable so that Quest and the Hirer can consider any relevant health and safety requirements and, where appropriate, arrange or review a risk assessment for your Assignment. Agency workers may have rights relating to pregnancy health and safety and, after the 12-week qualifying period, paid time off for antenatal appointments.

If you believe you may qualify for Statutory Maternity Pay (SMP), you should provide Quest with the appropriate documentation, including your MATB1 certificate, when requested.

If you do not qualify for SMP through Quest, you may be entitled to Maternity Allowance, subject to the statutory rules.

As an Agency Worker engaged under a Contract for Services, Quest cannot guarantee that you will return to the same Assignment following any period of maternity-related absence. Where an Assignment remains available and is suitable, Quest will consider whether a return to that Assignment is possible. If not, Quest will seek to offer a further suitable Assignment as and when one becomes available.

## Paternity

Where statutory paternity rights apply, eligibility, notice requirements and pay will be determined in accordance with the law in force at the relevant time.

Any entitlement to Statutory Paternity Pay will be paid at the applicable statutory rate, subject to eligibility.

Because entitlement depends on legal status and qualifying conditions, any Agency Worker requiring paternity-related leave or pay should contact their Consultant or local Quest branch as early as possible.

## Adoption and Related Rights

Where statutory adoption-related rights apply, eligibility, notice requirements and pay will depend on the law in force at the relevant time and the individual circumstances.

As an Agency Worker, you should contact your Consultant or local Quest branch as early as possible if you require information in relation to adoption, surrogacy or related family leave and pay. Quest will consider any applicable statutory rights and Company procedures on a case-by-case basis.

## Time Off for Dependants

In appropriate circumstances, an Agency Worker may be entitled to a reasonable amount of unpaid time off to deal with certain emergencies involving a dependant, subject to the applicable legal position and the circumstances of the case.

If you need time off for this reason, you should notify Quest as soon as reasonably practicable and explain the reason for the absence.

## Parental Leave and Family-Related Time Off

Where statutory parental leave rights apply, eligibility, notice requirements and entitlement will be determined in accordance with the law in force at the relevant time. Current guidance states that eligible parents may be entitled to up to 18 weeks' unpaid parental leave for each child, up to the child's 18th birthday, subject to the applicable statutory conditions.

As this is a complex area and the legal rules are changing, any Agency Worker wishing to request parental leave should contact Quest for guidance on the eligibility requirements and the applicable process.

### Flexible Working

Where an Agency Worker has a right to make a flexible working request, Quest will consider any such request in accordance with the applicable statutory requirements and Company procedures.

Any Agency Worker wishing to discuss flexible working should contact their Consultant or local Quest branch.

### Further Information

A copy of the relevant family-related policies is available from your Quest branch. Because family-related rights depend on legal status, qualifying service, earnings and the statutory rules in force at the time, Agency Workers should always seek guidance from Quest before relying on any summary in this Handbook.

## Section 14 - The Company Policies

The following Company policies and procedures apply, where relevant, to Agency Workers engaged by Quest. This Handbook is made available online for all Agency Workers and includes full copies, extracts and/or summaries of selected Company policies and procedures for ease of reference. Additional policies may be introduced, amended, updated or withdrawn from time to time, and Agency Workers will be expected to comply with any policy applicable to their engagement or Assignment. Where a full policy is not reproduced in this Handbook, the current version will be available online where applicable and may also be inspected or obtained from your local Quest branch.

Quest is committed to maintaining appropriate standards of conduct, compliance, safety and professional behaviour across its business and Assignments. Agency Workers are expected to familiarise themselves with, and comply with, all Company policies and procedures which apply to their engagement and any Assignment.

**Interpretation of Embedded Policies**

The policies reproduced in this Handbook are included in full or in substantial part for ease of reference. Some of these policies are drafted to apply across employees, workers, agency workers, contractors and other individuals engaged by Quest.

In relation to Agency Workers engaged under a Contract for Services, references in these policies to employment, employee, line manager, dismissal, contract of employment, salary, or similar terminology should, where the context requires, be read respectively as references to engagement, Agency Worker, Consultant and/or relevant Quest contact, termination of engagement and/or Assignment, Contract for Services, and pay.

Where a policy refers to internal management structures, reporting lines or procedures that are more commonly used for employees, those references should be read in a way that is consistent with the Agency Worker's status, the Contract for Services, and the practical arrangements applicable to the relevant Assignment.

Nothing in any policy reproduced in this Handbook is intended to create employee status where none exists.

Quest encourages open and honest communication from Agency Workers and others engaged by Quest. We want everyone to feel able to raise genuine concerns about suspected wrongdoing, malpractice, unlawful conduct, health and safety risks, breaches of legal obligations, or other serious concerns at the earliest opportunity.

Any such concerns will be taken seriously and handled in accordance with the relevant Company policy and applicable law. Quest aims to ensure that no Agency Worker suffers any detriment for raising a genuine concern in good faith and through the appropriate channels.

**POLICY STATEMENT**

Quest Employment recognises the contribution of all Agency Workers, workers and employees engaged by or through Quest and is committed to providing appropriate working conditions and health and safety standards.

We understand that from time to time individuals may be absent from an Assignment or from work due to illness, injury or other genuine reason. We aim to ensure that such absence is managed in a consistent, supportive and effective way so that individuals are supported in returning to work or Assignment where appropriate, whilst maintaining operational and service standards.

## 1. SCOPE

This policy and procedure applies, where relevant, to employees, workers and Agency Workers engaged by or through Quest. In relation to Agency Workers supplied under a Contract for Services, this policy should be read alongside Section 7 - Reporting Absence, Sickness and Return to Assignment, the Contract for Services, and the relevant Assignment Schedule.

## 2. RESPONSIBILITY

The staff in the following roles are responsible for implementing this policy:

- Branch Managers / Account Managers have overall responsibility for Absence Management
- Senior Managers have responsibility for development and implementation of policy and procedure
- Senior Managers are responsible for training the policy throughout the organisation and communicating internally and externally
- Branch Managers / Recruitment Consultants are responsible for day to day duties including cooperation with clients and recruitment intermediaries, handling complaints and co-ordinating improvements.
- All employees and workers are responsible for co-operating with management in the implementation of this policy.

## 3. POLICY COMMITMENTS

- We provide a fair, transparent and consistent method of dealing with the absence of employees and workers.
- We do not expect employees and workers to work when they are unfit and will ensure an environment free of pressure to do so.
- We are committed to effectively managing and reducing sickness absence as high levels of absence impact on our ability to provide excellent service levels to our client.
- All employees and workers understand the policy and procedure and have access to guidance and support on the arrangements that are in place to manage sickness absence.
- All employees and workers, jobseekers and staff understand how to, and can raise grievances, complaints, concerns, suggestions or ideas related to absence management.
- Breaches of the policy are treated as retraining or misconduct matters as appropriate and such cases are dealt with according to our disciplinary policy and procedure.
- We monitor, review and improve the policy regularly and whenever any issues related to its implementation are identified.

The policy will be reviewed annually and at any other time it is considered necessary due to changes in business or legislation.

## 4. PROCEDURE

This procedure enables managers to address absence issues, both short and long-term, in a fair, consistent and equitable manner. It is recognised however that all cases must be dealt with on an individual basis because of differing circumstances therefore this procedure gives an outline of the principles to be observed.

This procedure will be invoked where management has cause for concern regarding employees and workers short-term, persistent or long-term absence.

The procedure for managing absence MUST be followed. It is the responsibility of every employee and worker to report any absence and only in exceptional cases should this be done by someone else on their behalf.

### 5.1 Responsibilities for Reporting Absence

**Reporting Absence.**

All employees, workers and Agency Workers must report absence personally, unless exceptional circumstances prevent this. For Agency Workers on Assignment, absence must be reported in accordance with Section 7 of this Handbook, namely by telephone to Quest as soon as reasonably practicable and, where reasonably possible, no later than one hour before the agreed start time on the first day of absence and on each subsequent day of absence, unless an alternative arrangement has been agreed.

Emails or text messages are acceptable only if it is not possible to make a phone call.

If an employee and worker does not report for work, and does not respond to phone calls, we may contact the designated emergency contact to try to establish the reason for absence.

A letter confirming the absence as unauthorised which may result in a failure to receive any sick pay will be sent. Unauthorised absence may be dealt with under our disciplinary procedures process.

All employees, workers and Agency Workers must report absence to the appropriate Quest contact and/or other designated contact in accordance with the applicable reporting procedure. Where the individual is an Agency Worker on Assignment, the reporting requirements set out in Section 7 of this Handbook and the Contract for Services apply. If the line manager / supervisor is unavailable, a message must be left with a consultant / coordinator giving the reason for the absence.

When reporting absence, employees and workers must give the following information:

- the reason for the absence (if known);
- the expected length of absence (if known)If the expected length of absence is not known, then the employee and worker should call on each day of absence.

In cases of continued absence, employees and workers must contact their line manager again on the fourth day of absence to provide them with up to date information.

**Sickness Certification**

If an absence lasts for seven calendar days or less, on the first day back at work, employees and workers will be required to complete a Sickness Self-Certificate giving the reasons for absence. The Certificate will be countersigned by a manager / supervisor and subsequently will be kept in the individual's personnel file.

If an absence exceeds seven calendar days a medical statement of fitness to work certificate, usually from a doctor must be provided to the line manager, no later than the tenth day of absence, covering the absence from the eighth day.

If an absence continues beyond the period covered by the initial medical certificate, further fitness to work certificates must be submitted to give continuous cover for the period of absence. On eventual return to work all employees and workers must complete the Company's Sickness Self-Certificate in respect of the first seven days or less not covered by a doctor's medical certificate.

If the doctor's medical certificate does not specify the period of absence covered, it will be classed as covering a period of seven calendar days only.

### 5. 5.2 Absence Management Process

On returning to work, employees and workers will be required to attend a return to work interview with their line manager to discuss their absence.

The discussion should allow for an exchange of information and be as frank and as open as possible as this will prevent any misunderstandings concerning the nature of the absence.

This will also enable the line manager to discuss any assistance or reasonable adjustments that may be possible to enable employees and workers to return to work or prevent further absence occurring.

A record of the interview should be kept by the line manager.

**Short-Term Persistent Absence**

**Monitoring and Consultation**

Quest Employment operates an accurate method of recording and monitoring levels of absence. If the amount of time being taken off for illness is giving cause for concern, the supervisor / manager will discuss this with the employee and worker at the return to work interview.

**Continued Absence**

If absence levels continue to cause concern, then employees and workers may be referred to a Company specified doctor / Occupational Health Service for an independent medical examination. Alternatively, a medical report may be requested from the individual's GP with the permission of the employee and worker concerned.

If the absence is the consequence of an underlying medical condition then medical advice will be sought to identify any reasonable adjustments or assistance that the Company can provide.

**Disciplinary Action**

Continued non-attendance, where there is no underlying medical condition identified or where reporting requirements have not been complied with, may result in action being taken under the applicable disciplinary or conduct procedure and could ultimately lead to termination of engagement and/or Assignment, as applicable. As part of this process employees and workers will be given the opportunity to improve their attendance.

**Long-Term Absence**

**Consultation and Discussion**

In cases of long-term absence, the line manager must arrange to conduct regular 'care and concern' meetings with the aim of:

- Helping to prevent employees and workers from feeling isolated
- Planning and implementing workplace adjustments where necessary, in collaboration with the individual
- Planning and coordinating a return to work plan

These meetings should be recorded and notes sent to the employee and worker concerned. Employees and workers may choose to be accompanied by a work colleague or trade union representative.

If employees and workers are too ill to travel, the line manager may choose to conduct a home visit at a mutually convenient time.

**Medical Advice**

Where there is doubt regarding an employee and workers' ability to return to work on a permanent basis, advice must be sought from the Company specified doctor / Occupational Health Service Provider. Alternatively, a medical report may be requested from the individual's GP with the permission of the member of staff concerned.

Employees and workers must make themselves available to attend medical referrals.

**Returning to Work**

Where possible the Company will make its best endeavours to aid a return to work on a permanent basis. To establish the most effective way of doing this the Company may seek further medical advice.

This may include making reasonable adjustments to the employee and workers job, allowing a phased return to work, or by allowing the employee and worker to return to work on a reduced or alternative hours basis.

**Redeployment**

If medical opinion is that an employee and worker is unfit to return to their former assignment, the possibility of alternative work will be considered. However, depending on the availability of alternative posts, this may not be possible.

**5.3 Capability Review and Possible Termination of Engagement and/or Assignment**

Should the termination of a employees and workers contract be identified during the final care and concern meeting as the only appropriate option (i.e. other options as outlined above have been investigated and found to be inappropriate) a formal capability review meeting must be held with the employee and worker in question and their line manager to fully consider the situation again.

At this meeting, the employee and worker may choose to be accompanied by a work colleague or Trade Union Representative.

Following the meeting, if the individual's engagement, contract and/or Assignment is terminated, they will be given written confirmation of the reason for termination, the effective date, any right of appeal, and details of any outstanding sums properly due to them, including accrued but untaken holiday where applicable.

### 5.4 Data Protection

All information relating to an individual's absence will be handled in line with data protection principles and will be used only for the purposes of administering and managing their engagement, Assignment, statutory entitlements, and related obligations.

1. Quest Employment believes that it is essential that all employees, workers, Agency Workers and others providing services to or on behalf of Quest, or working at Quest or Client premises, are fit to work and in full control of their faculties throughout working time and whilst on Assignment.
2. Quest Employment requires you to present yourself for work on each occasion required under your contract in complete command of all your faculties, i.e. without any dependence on alcohol or any other drugs of a non-medicinal nature, and to maintain that state until the completion of your working hours under your contract. If, during the course of your working time or Assignment, you are required to take prescribed medication that may affect your fitness for work or safe performance, you should notify your local Quest branch contact and, where appropriate, the relevant Client contact, in confidence.
3. In the event that you present yourself at work or during working hours you are in a condition where your local branch contact, the hirer or direct line manager believes you to be under the influence of alcohol or drugs and you are not able to carry out your duties in a proper, fit and safe way you will not be allowed to commence work or continue work. Instead you will be suspended without pay and not allowed to return until such a time as you are in full control of your faculties.
4. In addition such behaviour will be subject to the disciplinary procedure of Quest Employment and, after due investigation, may result in disciplinary action where applicable, removal from Assignment, termination of engagement and/or Assignment, or other appropriate action.
5. Quest Employment is obliged to investigate all the circumstances surrounding such behaviour prior to commencing the disciplinary procedure and this may, where necessary, include seeking medical advice as to your condition including requiring you to submit to a medical examination. Quest Employment 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. You may appeal in accordance with the Company's disciplinary procedure.
6. If disciplinary action is taken and results in a sanction short of termination of engagement and/or Assignment, or if any appeal is successful, Quest may recommend that you take advantage of appropriate counselling or support services to help address the issue. In the event that you need to be absent from work for a period of treatment for either alcohol or drug dependency, a reasonable leave of absence will normally be granted to cover this on an unpaid basis.
7. If Quest Employment, the hirer or direct line manager 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, you will be suspended from your duties pending further investigation. This matter will be dealt with under the Company's disciplinary procedure and, after due investigation, it may result in disciplinary action where applicable, removal from Assignment, termination of engagement and/or Assignment, or other appropriate action.
8. If Quest Employment believes that you are dealing, buying, selling or receiving illegal drugs, misusing controlled substances, or otherwise committing a serious breach of this policy, you may be suspended from duties and/or removed from Assignment pending investigation. Where a criminal offence is suspected, Quest may inform the police.
9. All employees and workers are required to inform Quest Employment or any appropriate person if they suspect any fellow worker may be acting in breach of this policy.

## OUR POLICY

Quest Employment 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 employee and candidate base. We will also strive to ensure that our clients meet their own diversity targets.

Quest Employment is committed to diversity and will promote diversity for all employees, agency workers and applicants. We will continuously review all aspects of recruitment to avoid unlawful discrimination. Quest Employment 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 staff have an obligation to respect and comply with this policy. Quest Employment is committed to providing training for its entire staff in equal opportunities and diversity. Quest Employment 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.

Quest Employment will not discriminate unlawfully when deciding which candidate/temporary worker is submitted for a vacancy or assignment, or in any terms of employment or terms of engagement for temporary workers. Quest Employment 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 he or she has 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 an employer 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, i.e. the employer must be able to objectively justify applying the requirement. An occupational requirement does not allow an employer to employ someone on less favourable terms or to subject a person to any other detriment. Neither does an occupational requirement provide an excuse against harassment or victimisation of someone who does not have the occupational requirement.

## 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 an employer.

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

Quest Employment 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.

Quest Employment is committed to providing a work environment free from unlawful harassment.

Quest Employment will ensure that the consultants do not harass any individual.

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 engagement or to avoid some other loss, and offers of work-related 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 Jim Bluck – Commercial Director 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)

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

All employees, agency workers and contractors will be expected to comply with Quest Employment's policy on harassment in the workplace. Any breach of such a policy will lead to the appropriate disciplinary action.

Any individual who Quest Employment finds to be responsible for harassment will be subject to the disciplinary procedure and the sanction may include termination.

## VICTIMISATION

Under the Act victimisation occurs when an individual is treated unfavourably because he/she 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. Quest Employment will ensure that the consultants do not victimise any individual.

## 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 an employer, or any physical feature of the employer's 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.

Wherever possible Quest Employment will make reasonable adjustments to hallways, passages and doors in order to provide and improve means of access for disabled employees and agency workers. However, this may not always be feasible, due to circumstances creating such difficulties as to render such adjustments as being beyond what is reasonable in all the circumstances.

Quest Employment will not discriminate against a disabled person:

- in the arrangements i.e. application form, interview or arrangements for selection for determining whom a job should be offered; or
- in the terms on which engagement of temporary workers is offered; or
- by refusing to offer, or deliberately not offering the disabled person a job for reasons connected with their disability; or
- in the opportunities afforded to the person for receiving any benefit, or by refusing to afford, or deliberately not affording him or her any such opportunity; or
- by subjecting the individual to any other detriment (detriment will include refusal of training or transfer, demotion, reduction of wage, or harassment).

Quest Employment will make career opportunities available to all people with disabilities and every practical effort will be made to provide for the needs of staff, candidates and clients.

**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

Quest Employment 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.

Quest Employment is committed to recruiting and retaining employees, 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 Quest Employment 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 employees and 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 employees and agency workers who work on a part-time basis, Quest Employment recognises that it is an essential part of this policy that part time employees and agency workers are treated on the same terms, with no detriment, as full time employees and agency workers (albeit on a pro rata basis) in matters such as rates of pay, holiday entitlement, maternity leave, parental and domestic incident leave and access to our pension scheme. Quest Employment also recognises that part time employees and agency workers must be treated the same as full time employees and agency workers in relation to training and redundancy situations.

**GENDER REASSIGNMENT POLICY**

Quest Employment recognises that any employee or agency worker may wish to change their gender during the course of their engagement with the Company.

Quest Employment will support any employee or agency worker through the reassignment.

Quest Employment will make every effort to try to protect an employee or agency worker who has undergone, is undergoing or intends to undergo gender reassignment, from discrimination or harassment within the workplace.

Where an employee, agency worker is engaged in work where the gender change imposes genuine problems Quest Employment will make every effort to reassign the employee or agency worker to an alternative role in the Company, if so desired by the employee, agency worker.

Any employee or agency worker suffering discrimination on the grounds of gender reassignment should raise the matter through the appropriate Company grievance, complaints or reporting procedure, as applicable.

## RECRUITMENT OF EX-OFFENDERS

Where Quest Employment 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.

## COMPLAINTS AND MONITORING PROCEDURES

Quest Employment has in place procedures for monitoring compliance with this policy and for dealing with complaints of discrimination. These will be made available immediately upon request. Any discrimination complaint will be investigated fully.

## 1. POLICY STATEMENT

Quest Employment is committed to ensuring a safe and respectful working environment for all. We uphold a zero-tolerance policy towards sexual harassment in any form, whether it is committed by our workers or by third-party individuals.. This policy adheres to the Equality Act 2010 (as amended) and provides a detailed procedure for preventing, reporting, and addressing sexual harassment within the workplace, including on-site placements with clients.

Harassment of a sexual nature by individuals who are not directly employed by Quest Employment, such as clients, customers, suppliers, or contractors, will be treated with the same seriousness as internal cases. We are committed to taking all reasonable steps to prevent such behaviour and ensure our workers are protected in every work setting.

## 2. SCOPE

This policy applies to all employees, agency workers, including temporary, contract, agency, and permanent staff, as well as job applicants and anyone associated with Quest Employment. It covers all work-related activities, including work on client sites, travel, and social events.

## 3. ROLES AND RESPONSIBILITIES

The staff in the following roles are responsible for implementing this policy:

- Jason Cole has overall responsibility for the Preventing Sexual Harassment Policy and Procedure
- Jim Bluck & Nik Pagan has responsibility for the development and implementation of policy and procedure
- Jim Bluck & Nik Pagan is responsible for training the policy throughout the organisation and communicating internally and externally
- **All Management**: Establish and uphold a zero-tolerance policy for sexual harassment, ensure policy dissemination, provide training, and handle complaints seriously and confidentially.
- **All Staff**: Be vigilant, address inappropriate behaviour promptly, support the reporting procedure, and ensure compliance with the policy.
- **All Workers**: Understand and adhere to the policy, treat all colleagues with respect, and report any incidents of sexual harassment promptly.

## 4. Definition of Sexual Harassment

Sexual harassment includes any unwanted conduct of a sexual nature. This can occur in various forms:

- **Verbal**: Comments about a person's appearance, sexual jokes, or innuendos.
- **Non-Verbal**: Displaying sexually explicit images, making sexual gestures, or suggestive body language.
- **Physical**: Unwanted physical contact such as touching, groping, or assault.

This list is not exhaustive; any behaviour that makes someone feel uncomfortable, humiliated, or offended can be considered sexual harassment.

## 5. Preventative Measures

- **Training and Awareness**:
  - All workers, including temporary and agency staff, will receive training on identifying, preventing, and addressing sexual harassment. Training will cover:
    - Recognising what constitutes sexual harassment.
    - How to report an incident confidentially.
    - Understanding the consequences of harassment.
  - Regular refresher training and updates on the policy will be provided to keep workers informed.
- **Policy Communication**:
  - This policy will be linked to from the worker handbook, provided during induction, and made available on the company intranet.
  - Posters and information leaflets summarising the policy and reporting procedures will be displayed prominently in all workplaces, including client sites where workers are placed.
- **Client Collaboration**:
  - We will work with clients to ensure they understand and support our Preventing Sexual Harassment policy. Agreements with clients will include a commitment to maintaining a harassment-free work environment for our workers.

**6. Reporting Procedure**

Workers who experience or witness sexual harassment should follow these steps:

1. **Report the Incident**:
    - **Internal Reporting**:
        - **Direct Supervisor / Line Manager / Consultant**: Report the incident to your direct supervisor or line manager, consultant who will then escalate it to the Local Branch Manager.
        - **Local Branch Manager**: If you are not comfortable reporting to your supervisor, or if the supervisor is involved, contact your local Branch Manager directly all current contact details are available on the Quest Employment website.
        - **Confidential Reporting Line**: Email the confidential reporting line at whistleblowing@questemployment.co.uk for advice or to file a report anonymously if preferred.
    - **External Reporting**:
        - If you feel that internal resolution is not sufficient, you may seek advice from external bodies such as ACAS or the Equality and Human Rights Commission (EHRC).
2. **Document the Incident**:
    - Record the details of the incident(s), including dates, times, locations, the nature of the behaviour, and any witnesses. This documentation will aid in the investigation process.

**7. Investigation Process**

Once a report is received, the following steps will be taken:

1. **Acknowledgment**:
    - The complaint will be acknowledged within 24 hours of receipt. Immediate support will be offered to the complainant, including options for temporary adjustments to their working conditions if needed.
2. **Assign an Investigator**:
    - A neutral and trained investigator will be assigned to conduct a thorough investigation. If the complaint involves complex issues or senior staff, an external investigator may be appointed.
3. **Conduct the Investigation**:
    - **Interviews**: The investigator will interview the complainant, the alleged harasser, and any witnesses. All parties will be treated fairly, and confidentiality will be maintained throughout the process.
    - **Evidence Review**: Review any physical evidence (e.g., emails, messages, CCTV footage) related to the incident.
4. **Outcome Determination**:
    - A determination will be made based on the evidence. This may involve disciplinary action against the harasser if the complaint is substantiated, which may range from a warning to removal from Assignment, termination of engagement and/or Assignment, or other appropriate action, depending on the severity of the incident.
    - If the complaint is not substantiated, steps will be taken to ensure that the complainant is not subjected to any form of victimisation.
5. **Communication of Outcome**:
    - Both the complainant and the alleged harasser will be informed of the investigation's outcome. The complainant will be told whether the allegation was upheld and the action taken, without breaching the privacy of those involved.

**8. Post-Investigation Support**

- **Support for the Complainant**:
    - Offer continued support to the complainant, which may include counselling services, changes to working arrangements, or further protection measures.
- **Reintegration and Monitoring**:
    - Monitor the situation to prevent further harassment or retaliation. Conduct follow-up meetings with the complainant to ensure their well-being.

**9. Confidentiality and Data Protection**

All information related to a sexual harassment complaint will be handled in strict confidence. Records of the investigation will be kept secure and only accessible to those directly involved in the investigation. Personal data will be managed in accordance with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

**10. Protection Against Victimisation**

Quest Employment prohibits victimisation of anyone who reports sexual harassment or participates in an investigation. Victimisation includes any form of intimidation, reprisal, or discrimination. Such actions will result in disciplinary measures, including removal from Assignment, termination of engagement and/or Assignment, or other appropriate action.

**11. Policy Review and Feedback**

- **Regular Review**: This policy will be reviewed annually to ensure it remains effective and compliant with UK law.
- **Worker Feedback**: Feedback from workers and clients will be used to improve the policy and reporting procedures.

**12. Contact Information**

- **Operations Department**: Jason.Cole@questemployment.co.uk
- **Confidential Reporting Line**: Jason.Cole@questemployment.co.uk or whistleblowing@questemployment.co.uk .
- **External Support Services**: ACAS Helpline, Equality and Human Rights Commission (EHRC)

## Complaints Policy and Procedure

### Complaints Policy

Quest Employment is committed to providing a high level service to our customers. 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 the local Branch Manager, by phone in the first instance so that we can try to resolve your complaint informally.

At this stage, if you are not satisfied please contact Jim Bluck, Chief Commercial Officer. You can write to him at: Quest Employment, Royal House, Queenswood, Newport Pagnell Road West, Northampton, NN4 7JJ.

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. Jim Bluck will then invite you to meet him to discuss and hopefully resolve your complaint. He will do this within 5 days of the end of our investigation.

6. Within 2 days of the meeting Jim Bluck will write to you to confirm what took place and any solutions he has agreed with you.

    - If you do not want a meeting or it is not possible, Jim Bluck will send you a detailed reply to your complaint. This will include his suggestions for resolving the matter. He will do this within 5 days of completing his investigation.

7. At this stage, if you are still not satisfied you can write to us again. Another Director of the company will review Jim Bluck's 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.**

## 1. INTRODUCTION

1.1. Quest Employment is committed to conducting its business with honesty and integrity and aims to achieve the highest possible standards of service and ethical standards in all of its practices.

1.2. We expect all staff to maintain the same high standards too; however, all organisations face the risk of things going wrong and sometimes malpractice and wrongdoing can take place. We take malpractice and wrongdoing very seriously and aim to prevent and eliminate any wrongdoing or malpractice within the organisation.

1.3. We encourage open communication from all those who work for us and we want everyone to feel secure about raising concerns therefore encourage all staff to raise any concerns they may have about malpractice or wrongdoing within the organisation freely and without fear of suffering any detriment or other unfair treatment to enable us to eliminate and prevent wrongdoing or malpractice within the organisation.

1.4. All staff have protection under whistleblowing laws if they raise concerns in the correct way. This policy is designed to give staff that opportunity and protection. It does not matter if an individual who raises a concern is mistaken about it—staff do not have to prove anything about the allegation they are making but they must reasonably believe that the disclosure is made in the public interest and that the information they have tends to show some malpractice

1.5. We will treat any concerns raised seriously and will protect and support any individual who makes a disclosure in line with this policy.

1.6. This policy does not form part of any contract; Quest Employment reserves the right to amend this policy at any time without prior notice.

## 2. WHO CAN RAISE A CONCERN UNDER THIS POLICY?

2.1 This policy applies to all current and former employees, workers, officers, consultants, contractors of our business, including home workers, trainees, apprentices, agency workers, casual workers and limited company contractors.

2.2 No qualifying length of service is required in order to raise a concern under this policy.

## 3. WHEN TO USE THIS POLICY

3.1 This policy should be used to report concerns of malpractice or wrongdoing in relation to our organisation's activities where you have information which you reasonably believe 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 (excluding those in relation to bribery and corruption, which should be reported using the procedure set out in the Anti-Bribery and Corruption Policy); 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 (excluding those in relation to bribery and corruption, which should be reported using the procedure set out in the Anti-Bribery and Corruption Policy.); 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, is being or is likely to be endangered; or
- that the environment has been, is being or is likely to be damaged; or
- that any of the above malpractices have been, are being or are likely to be deliberately concealed. This applies whether the malpractice has already occurred, is currently in progress, or is likely to happen in the future.

3.2 You must reasonably believe that the disclosure is being made in the public interest.

3.3 It doesn't matter if you are mistaken about your concern but you must have information that tends to show some malpractice or wrongdoing rather than an opinion or a feeling.

## 4. DISCLOSURES THAT ARE NOT COVERED BY THIS POLICY

4.1 You will not qualify for protection under this policy if you commit an offence in making the disclosure, or if you disclose a matter that is subject to legal, professional privilege (for example, correspondence between Quest Employment and our lawyers regarding a specific case).

4.2 If your concern relates to your own treatment as an employee, agency worker or contractor of Quest Employment, including personal circumstances at work, you should raise it under our grievance procedure instead, unless you reasonably believe that the matter is in the public interest.

4.3 If your concern relates to your own treatment or personal circumstances at work but you are not an employee, agency worker or contractor of Quest Employment, you should use our complaints procedure instead of the grievance procedure.

Our complaints policy is available in this Handbook and on request.

4.4 If you wish to raise a concern of suspected malpractice or wrongdoing in relation to a hirer's activities you may need to raise the concern directly with the hirer instead.

4.5 Any other concerns about our services generally which are not related to the types of wrongdoing or malpractice covered by this policy should be raised using our complaints policy instead.

## 5. HOW TO RAISE A CONCERN

**5.1 If you have any concerns of the types of malpractice or wrongdoing covered by this policy, you should in the first instance make a disclosure to your immediate superior. Agency workers should disclose concerns to the consultant who is responsible for managing their assignment.**

5.2 If, for any reason, you feel that you cannot tell your immediate superior, or in the case of an agency worker the consultant responsible for managing your assignment, you should raise the issue with

Jim Bluck, Chief Commercial Officer
Quest Employment
Royal House
Queenswood
Newport Pagnell Road West
Northampton
NN4
Email : whistleblowing@questemployment.co.uk

5.3 If you have made a disclosure and are still concerned, or the matter is so serious that you feel you cannot discuss it with either of the two persons named above, you should raise the matter with the following member of management:

Jason Cole, Chief Operations Officer
Quest Employment
Royal House
Queenswood
Newport Pagnell Road West
Northampton
NN4
Email : Jason.Cole@questemployment.co.uk

5.4 A disclosure of a concern can be made by telephone, in person or in writing (including by email). However, it is preferable for the disclosure to be made in writing so that we can keep an exact record of your concern.

5.5 You are not expected to prove the truth of your concern beyond reasonable doubt or provide any evidence; however, you will generally need to provide the following information as a minimum:

- the nature of the concern;
- why you believe it to be true;
- the background and history of the concern; and
- relevant dates where possible.

5.6 You can raise any concerns anonymously; however, we encourage you to give your name when reporting your concern wherever possible because it may be more difficult for us to protect your position or give you feedback on the outcome of investigations if you choose to remain anonymous. If you choose to remain anonymous, we will preserve your confidentiality unless the law requires otherwise. We will only make disclosures to third parties or other staff with your consent.

5.7 You may wish to consider discussing your concern with a colleague before raising it formally under this policy. You can also choose to raise a concern under this policy alone or with a colleague; however, it is in the interests of all parties to maintain confidentiality once you have raised a formal concern.

## 6. HOW WE RESPOND TO CONCERNS RAISED UNDER THIS POLICY

**6.1.** We are committed to ensuring that all disclosures raised in accordance with this policy will be dealt with objectively, consistently, fairly and professionally.

**6.2.** We will take the time to listen to any issues raised and arrange a meeting as soon possible to discuss your concern (unless the concern has been raised anonymously). The aim of the meeting will be to establish the background and facts in order to help us decide whether and how to carry out any subsequent investigation. We may ask you for further information about the concern raised, either at this meeting or at a later stage.

**6.3.** You may bring a colleague or trade union representative to any meeting that takes place. The companion must respect the confidentiality of the disclosure and any subsequent investigation**.**

***6.4.*** Any concerns you raise in line with this policy will be recorded in our Whistleblowing Report Register or Central Database.

**6.5.** After the meeting, we will decide how to respond. This will usually involve making internal enquiries in the first instance, but it may be necessary to carry out an investigation at a later stage which may be formal or informal depending on the nature of the concern raised. We will endeavour to complete investigations within a reasonable time.

**6.6.** We will keep you informed of the progress of the investigation as it is carried out and when it is completed, and give you an indication of the timescale for any actions or next steps that we may take. We cannot inform you of any matters that would breach any duty of confidentiality owed to others.

**6.7.** We will consider any concerns raised anonymously at our discretion, taking into account factors such as the seriousness of the issue raised, the credibility of the concern and the likelihood of confirming the allegation from other sources. However, concerns that are expressed completely anonymously are much less powerful and are difficult to investigate. It may also be difficult for us to provide you with feedback if you cannot be contacted.

**6.8.** If disciplinary or other proceedings follow the investigation, we may need to ask you to come forward as a witness to help us take appropriate action to end the wrongdoing. If you agree to this, you will be offered advice and support

## 7. CONFIDENTIALITY

7.1 All concerns raised will be treated as confidential and every effort will be made not to reveal the identity of any individual who raises a concern. Unless the law requires otherwise, we will only make disclosures to third parties or other staff with your consent.

## 8. RAISING YOUR CONCERN EXTERNALLY (EXCEPTIONAL CASES)

8.1 The main purpose of this policy is to give all our staff the opportunity and protection they need to raise concerns internally. We would expect that in almost all cases raising concerns internally would be the most appropriate course of action in order to resolve the issue.

8.2 However, if for whatever reason you feel you cannot raise your concerns internally and you reasonably believe the information and any allegations are substantially true and in the public interest, the law recognises that it may be appropriate for you to raise the matter with another approved person, such as a regulator, professional body, or an MP. A list of the relevant prescribed people and bodies that you can raise a concern with is available on the GOV.UK website via this link:

8.3 We strongly encourage individuals to seek appropriate advice before reporting a concern to an external person. Protect (formerly known as Public Concern at Work) is the UK's whistleblowing charity and aims to stop harm by encouraging safe whistleblowing. It is a source of further information and advice. They operate a confidential helpline. ACAS also operate a free confidential helpline that you can contact for advice. The contact details for both organisations are set out in the information and contacts section under paragraph 10 below.

## 9. PROTECTION AND SUPPORT FOR THOSE RAISING CONCERNS

9.1 We hope that all staff will feel able to voice their concerns freely under this policy.

9.2. Quest Employment is committed to good practice and high standards and to being supportive of staff who raise genuine concerns under this policy, even if they turn out to be mistaken.

9.3. Any individual raising a genuine concern must not suffer any detriment as a result of doing so. If you believe that you have suffered such treatment, you should inform Jim Bluck, Chief Commercial Officer immediately.

9.4. Quest Employment will not tolerate any harassment or victimisation of individuals who raise concerns about wrongdoing or malpractice in the workplace. No member of staff may threaten or retaliate against an individual who has raised a concern. Any person involved in such conduct may be subject to disciplinary action.

9.5. To ensure the protection of all our staff and the integrity of our business, those who raise a concern frivolously, maliciously and/or for personal gain and/or make an allegation they do not reasonably believe to be true and/or not made in the public interest may also be subject to disciplinary action.

*9.6.* The Company offers mentoring, advice or counselling to those who have reported a concern, where appropriate. Further information is available from the Club Quest section on the Quest Employment website, including details of any worker assistance or counselling support made available.

9.7. If you are not happy with the way in which a matter has been addressed or dealt with you should raise it formally using our complaints procedure. Employees, agency workers or contractors of Quest Employment can use our grievance procedure to address the issue instead.

## 10. FURTHER INFORMATION AND CONTACTS

10.1 If you have any queries about the application of this policy, please contact Jim Bluck, Chief Commercial Officer following contact details above in the first instance.

10.2 Protect is a source of further information and advice. It also provides a free helpline offering confidential advice on 020 3117 2520. Further information is available on their website at https://protect-advice.org.uk/ .

10.3 The Advisory, Conciliation and Arbitration Service (ACAS) also has a free helpline that you can contact for further advice. The ACAS telephone number is: 0300 123 1100 and the helpline is open Monday to Friday from 8am to 6pm.The website can be found here: www.acas.org.uk.

10.4 If you are a member of a recognised trade union, you can also seek information and advice from your trade union representative.

## CCTV Policy

**1. Purpose**

Quest Employment uses Closed Circuit Television (CCTV) for the purpose of crime prevention, public and employee, agency worker and contractors safety, and security of company assets. This policy outlines how CCTV is used in compliance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

**2. Scope**

This policy applies to all employees, agency workers, contractors, visitors, and any other individuals who may be recorded by our CCTV systems while on company premises.

**3. Legal Compliance**

Quest Employment operates CCTV in accordance with the following legal frameworks:

- The Data Protection Act 2018
- The General Data Protection Regulation (GDPR)
- The Information Commissioner's Office (ICO) Code of Practice
- The Human Rights Act 1998

**4. CCTV Usage**

- CCTV cameras are installed only in relevant and appropriate locations to meet security objectives.
- Cameras will not be used in areas where individuals have a heightened expectation of privacy (e.g., restrooms or changing rooms).
- The system will not be used for continuous monitoring of employees, agency workers and contractors, except where required for security or legal compliance.

**5. Data Protection and Retention**

- CCTV footage will be retained for a maximum period of 6 months, unless required for an ongoing investigation.
- Footage will be securely stored and accessible only to authorised personnel.
- After the retention period, footage will be permanently deleted unless required for legal proceedings.

**6. Rights and Access Requests**

- Employees, agency workers, contractors and individuals recorded by CCTV have the right to request access to their personal data under GDPR (Subject Access Request - SAR).
- Requests should be made in writing to the designated data protection officer using data.protection@questemployment.co.uk
- Requests will be processed within one month, subject to applicable exemptions.

**7. Third-Party Access**

- CCTV footage will not be shared with third parties unless required by law enforcement, regulatory authorities, or legal proceedings.
- Any requests from external bodies must be formally documented and approved.

**8. Signage and Notification**

- Clear signage will be displayed in all areas where CCTV is in operation.
- Employees, agency workers, contractors and visitors will be informed about CCTV use via signage and, where applicable, company policies.

**9. Responsibilities**

- The data protection officer is responsible for ensuring CCTV compliance and responding to data requests.
- All employees, agency workers and contractors must adhere to this policy and report any concerns regarding CCTV use.

**10. Policy Review**

This policy will be reviewed annually or when significant changes occur in legislation or company operations.

## GDPR Privacy Notice for Employees and Agency Workers

In accordance with the General Data Protection Regulation (GDPR), we have implemented this privacy notice to inform you, our agency workers, of the types of data we process about you. We also include within this notice the reasons for processing your data, the lawful basis that permits us to process it, how long we keep your data for and your rights regarding your data.

This notice applies to current and former employees, agency workers and contractors.

### A) DATA PROTECTION PRINCIPLES

Under GDPR, all personal data obtained and held by us must be processed according to a set of core principles. In accordance with these principles, we will ensure that:

a) processing is fair, lawful and transparent
b) data is collected for specific, explicit, and legitimate purposes
c) data collected is adequate, relevant and limited to what is necessary for the purposes of processing
d) data is kept accurate and up to date. Data which is found to be inaccurate will be rectified or erased without delay
e) data is not kept for longer than is necessary for its given purpose
f) data is processed in a manner that ensures appropriate security of personal data including protection against unauthorised or unlawful processing, accidental loss, destruction or damage by using appropriate technical or organisation measures
g) we comply with the relevant GDPR procedures for international transferring of personal data

### B) TYPES OF DATA HELD

We keep several categories of personal data on our employees, agency workers in order to carry out effective and efficient processes. We keep this data in a personnel file relating to each employee, agency worker and we also hold the data within our computer systems, for example, our holiday booking system.

Specifically, we hold the following types of data:

a) personal details such as name, address, phone numbers
b) name and contact details of your next of kin
c) your photograph
d) your gender, marital status, information of any disability you have or other medical information
e) right to work documentation
f) information on your race and religion for equality monitoring purposes
g) information gathered via the recruitment process such as that entered into a CV or included in a CV cover letter
h) references from former employers
i) details on your education and employment history etc
j) National Insurance numbers
k) bank account details
l) tax codes
m) driving licence
n) criminal convictions
o) information relating to your employment with us, including:

   i) job title and job descriptions
   ii) your salary
   iii) your wider terms and conditions of engagement
   iv) details of formal and informal proceedings involving you such as letters of concern, disciplinary and grievance proceedings, your annual leave records, appraisal and performance information
   v) internal and external training modules undertaken
   vi) information on time off from work including sickness absence, family related leave etc
p) CCTV footage
q) building access card records
r) IT equipment use including telephones and internet access.

## C) COLLECTING YOUR DATA

You provide several pieces of data to us directly during the recruitment period and subsequently upon the start of your employment.

In some cases, we will collect data about you from third parties, such as employment agencies, former employers when gathering references or credit reference agencies.

Personal data is kept in files or within the Company's HR and IT systems.

## D) LAWFUL BASIS FOR PROCESSING

The law on data protection allows us to process your data for certain reasons only. In the main, we process your data in order to comply with a legal requirement or in order to effectively manage the employment contract we have with you, including ensuring you are paid correctly.

The information below categorises the types of data processing we undertake and the lawful basis we rely on.

| Activity requiring your data | Lawful basis |
|---|---|
| Carry out the employment contract that we have entered into with you e.g. using your name, contact details, education history, information on any disciplinary, grievance procedures involving you | Performance of the contract |
| Ensuring you are paid | Performance of the contract |
| Ensuring tax and National Insurance is paid | Legal obligation |
| Carrying out checks in relation to your right to work in the UK | Legal obligation |
| Making reasonable adjustments for disabled employees, agency workers | Legal obligation |
| Making recruitment decisions in relation to both initial and subsequent employment e.g. promotion | Our legitimate interests |
| Making decisions about pay and other benefits | Our legitimate interests |
| Ensuring efficient administration of contractual benefits to you | Our legitimate interests |
| Effectively monitoring both your conduct, including timekeeping and attendance, and your performance and to undertake procedures where necessary | Our legitimate interests |
| Maintaining comprehensive up to date personnel records about you to ensure, amongst other things, effective correspondence can be achieved and appropriate contact points in the event of an emergency are maintained | Our legitimate interests |
| Implementing grievance procedures | Our legitimate interests |
| Assessing training needs | Our legitimate interests |
| Implementing an effective sickness absence management system including monitoring the amount of leave and subsequent actions to be taken including the making of reasonable adjustments | Our legitimate interests |
| Gaining expert medical opinion when making decisions about your fitness for work | Our legitimate interests |
| Managing statutory leave and pay systems such as maternity leave and pay etc | Our legitimate interests |

| | |
|---|---|
| Business planning and restructuring exercises | Our legitimate interests |
| Dealing with legal claims made against us | Our legitimate interests |
| Preventing fraud | Our legitimate interests |
| Ensuring our administrative and IT systems are secure and robust against unauthorised access | Our legitimate interests |

**E) SPECIAL CATEGORIES OF DATA**

Special categories of data are data relating to your:

a) health
b) sex life
c) sexual orientation
d) race
e) ethnic origin
f) political opinion
g) religion
h) trade union membership
i) genetic and biometric data.

We carry out processing activities using special category data:

a) for the purposes of equal opportunities monitoring
b) in our sickness absence management procedures
c) to determine reasonable adjustments

Most commonly, we will process special categories of data when the following applies:

a) you have given explicit consent to the processing
b) we must process the data in order to carry out our legal obligations
c) we must process data for reasons of substantial public interest
d) you have already made the data public.

**F) FAILURE TO PROVIDE DATA**

Failure to provide data may mean that we are unable to fulfil our requirements for entering into a contract, engagement or working arrangement with you, or for offering or administering assignments, pay or related benefits.

**G) CRIMINAL CONVICTION DATA**

We will only collect criminal conviction data where it is appropriate given the nature of your role and where the law permits us. This data will usually be collected at the recruitment stage, however, may also be collected during your employment. We use criminal conviction data to determine your suitability, or your continued suitability for the role. We rely on the lawful basis of Performance of the contract and Legal Obligation to process this data.

**H) WHO WE SHARE YOUR DATA WITH**

Employees, agency workers within our company who have responsibility for recruitment, administration of payment and contractual benefits and the carrying out performance related procedures will have access to your data which is relevant to their function. All employees, agency workers with such responsibility have been trained in ensuring data is processing in line with GDPR.

- Data is shared with third parties for the following reasons: Administration and processing of work-seekers' personal data for the purposes of providing work-finding services
- Compliance with a legal obligation (e.g. real time information reporting to HMRC)

- The performance of the contract (e.g. processing payroll, monitoring attendance)
- Protecting the legitimate interest of the Company or third party (e.g. collecting information during a disciplinary, grievance, complaints or disputes process, or collecting workplace data in order to improve workplace performance). You have the right to challenge our legitimate interests and request that we stop this processing.

We may also share your data with third parties as part of a Company sale or restructure, or for other reasons to comply with a legal obligation upon us. We have a data processing agreement in place with such third parties to ensure data is not compromised. Third parties must implement appropriate technical and organisational measures to ensure the security of your data.

We do not share your data with bodies outside of the European Economic Area.

### I) PROTECTING YOUR DATA

We are aware of the requirement to ensure your data is protected against accidental loss or disclosure, destruction and abuse. We have implemented processes to guard against such.

### J) RETENTION PERIODS

We only keep your data for as long as we need it for, which will be at least for the duration of your employment with us though in some cases we will keep your data for a period after your employment has ended. Some data retention periods are set by the law. Retention periods can vary depending on why we need your data, as set out below:

| Record | Statutory Retention Period |
|---|---|
| Children/young adults | Until the child reaches 21 |
| Retirement Benefits Schemes | 6 years from the end of the scheme year |
| Statutory Maternity Pay (calculations, certificates, medical evidence) | 3 years after the end on the tax year in which the period ends |
| Wage/salary (overtime, bonuses, expenses) | 6 years |
| National Minimum Wage | 3 years after the end of the consequent pay reference period |
| Working hours | 2 years after they are made |

| Record | Recommended Retention Period |
|---|---|
| Application forms and interview notes | 6 months to a year |
| Assessments under health and safety regulations and records of consultations with safety representatives and committees | Permanently |
| HMRC approvals | Permanently |
| Money purchase details | 6 years after transfer or value taken |
| Parental leave | Until child is 18 (birth/adoption) |
| Pension scheme investment policies | 12 years from the ending of any benefit payable under the policy |
| Pensioners' records | 12 years after end of benefit |
| Personnel files, training records (disciplinary records, working time records) | 6 years after end of employment |
| Redundancy details, calculations of payments, refunds, | 6 years after date of redundancy |

| | |
|---|---|
| notification to the Secretary of State | |
| Statutory Sick Pay records, calculations, certificates, self-certificates | at least 3 months after the end of the period of sick leave, but at least 3 months after the end of the period of sick leave, but 6 years after the employment, engagement or working relationship ceases is advisable |
| Time cards | 2 years after audit |
| Trade Union agreements | 10 years after end |
| Works Council minutes | Permanently |

## K) AUTOMATED DECISION MAKING

Automated decision making means making decision about you using no human involvement e.g. using computerised filtering equipment. No decision will be made about you solely on the basis of automated decision making (where a decision is taken about you using an electronic system without human involvement) which has a significant impact on you.

## L) EMPLOYEE AND AGENCY WORKER RIGHTS

You have the following rights in relation to the personal data we hold on you:

a) the right to be informed about the data we hold on you and what we do with it;
b) the right of access to the data we hold on you. More information on this can be found in the section headed "Access to Data" below and in our separate policy on Subject Access Requests";
c) the right for any inaccuracies in the data we hold on you, however they come to light, to be corrected. This is also known as 'rectification';
d) the right to have data deleted in certain circumstances. This is also known as 'erasure';
e) the right to restrict the processing of the data;
f) the right to transfer the data we hold on you to another party. This is also known as 'portability';
g) the right to object to the inclusion of any information;
h) the right to regulate any automated decision-making and profiling of personal data.

More information can be found on each of these rights in our separate policy on employee and agency worker rights under GDPR.

## M) CONSENT

Where you have provided consent to our use of your data, you also have the right to withdraw that consent at any time. This means that we will stop processing your data.

## N) MAKING A COMPLAINT

If you think your data rights have been breached, you are able to raise a complaint with the Information Commissioner (ICO). You can contact the ICO at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF or by telephone on 0303 123 1113 (local rate) or 01625 545 745.

## O) DATA PROTECTION COMPLIANCE

Our Data Protection Officer is:

Nik Pagan / Jim Bluck
Quest Employment, Royal House, Queenswood, Newport Pagnell Road West, Northampton, NN4 7JJ
Email: data.protection@questemployment.co.uk

## Ethical Conduct Protection Policy

At Quest Employment, we are committed to doing the right thing in all aspects of our business. This requires that every day everyone working for us needs to have an unwavering dedication to the highest ethical standards. It is fundamental that every employee and agency worker carries a share of the responsibility for our conduct and contributes to our success.

Our culture is built on four key values. These shape our behaviour toward customers and toward one another. Together, they drive our organisation forward. The values are:

**INTEGRITY**

We demand of each other and ourselves the highest standards of individual and corporate integrity. We do the right thing, because it is the right thing to do. It is every employee's and Agency Worker's responsibility to safeguard organisational assets and foster an environment of trust with our co-workers, customers, communities and suppliers. We should always comply with all our organisation policies, meet legal requirements, and create an environment of transparency in which all reporting requirements are met.

**EXCELLENCE**

We routinely challenge ourselves to improve our products, services and processes. We strive always to understand our customers' businesses and help them achieve their goals. We serve our customers by anticipating and responding to their needs. We are dedicated to diversity, fair treatment, mutual respect and trust. We are committed to producing products and serving our customers with zero harm to people and the environment.

**TEAMWORK**

We foster an environment that encourages innovation and creativity, and delivers results through collaboration. We practice leadership that teaches, inspires and promotes full participation and career development. We encourage open and effective communications and interaction with all workers and stakeholders, actively working together to keep each other safe and in good health. We believe that none of us is as capable or effective as all of us – and together, there's no limit to what we can achieve.

**ACCOUNTABILITY**

We honour the commitments we make and take personal responsibility for all actions and results. Our actions match our words, and we demand responsibility – from ourselves and others – in everything we do. We operate on the basis that continuous improvement is an integral part of our culture.

Regardless of our position within the organisation, we share equal accountability for:

- Conducting business with integrity, preserving our strong reputation and expanding our position in the marketplace.
- Fostering an inclusive culture in which we all feel respected and have the opportunity to reach our full potential.
- Providing a healthy and safe work environment, and complying with applicable environmental laws and regulations wherever we operate around the world contributing to the sustainability of the communities in which we live and work.

**CONTENTS:**

1. Definitions
2. Introduction
3. Purpose and scope of this policy
4. The Bribery Act 2010
5. The risks of not acting with integrity
6. The benefits of acting with integrity
7. Policy statement
8. Gifts and hospitality
9. Facilitation payments
10. Indicators of bribery
11. Political donations
12. Charitable donations
13. Local circumstances
14. Exceptional circumstances
15. Responsibility to report and the reporting process
16. Monitoring
17. Training
18. Sanctions for breach of this policy

## 1. DEFINITIONS

In this policy "we", 'us", and "the Company" mean Quest Employment.

"*Bribe*" means an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage; "to Bribe" and "Bribery" are construed accordingly.

*"Relevant Person"* means any individual (whether an officer of employee of the Company, or an agency worker, contractor or consultant providing services to or on behalf of the Company) or any corporate entity who performs functions for or on behalf of the Company.

## 2. INTRODUCTION

One of the Company's core values is to uphold responsible and fair business practice. It is committed to promoting and maintaining the highest level of ethical standards in relation to all of its business activities. Its reputation for maintaining lawful business practices is of paramount importance and this Policy is designed to preserve these values. The Company therefore has **a zero tolerance policy towards bribery and corruption** and is committed to acting fairly and with integrity in all of its business dealings and relationships and to implementing and enforcing effective systems to counter bribery.

## 3. PURPOSE AND SCOPE OF THIS POLICY

This Policy sets out the steps all of us must take to prevent bribery and corruption in our business and to comply with relevant legislation. It is aimed at:

- ensuring compliance with anti-bribery laws, rules and regulations, not just within the UK but in any other country within which the Company may carry out its business or in relation to which its business may be connected;
- enabling any Relevant Person to understand the risks associated with bribery and to encourage them to be vigilant and effectively recognise, prevent and report any wrongdoing, whether by themselves or others;
- providing suitable and secure reporting and communication channels and ensuring that any information that is reported is properly and effectively dealt with;
- creating and maintaining a rigorous and effective framework for dealing with any suspected instances of bribery or corruption.

All Relevant Persons are expected to adhere to the principles set out in this Policy.

## 4. THE BRIBERY ACT 2010

The Bribery Act 2010 (the Bribery Act) came into force on 1 July 2011. The Bribery Act affects the Company in its business relations anywhere in the world.

Under the Bribery Act it is an offence to:

1. bribe a person i.e. to offer, promise or give a financial or other advantage to another person, whether within the UK or abroad, with the intention of inducing or rewarding improper conduct;
2. receive a Bribe i.e. to request, agree to receive or accept a financial or other advantage for or in relation to improper conduct;
3. bribe a foreign public official; and
4. fail to prevent Bribery.

## 5. RISKS OF NOT ACTING WITH INTEGRITY

Involvement in Bribery or corruption carries many risks. Among them are:

- a company which pays or accepts Bribes is not in control of its business and is at risk of blackmail;
- if the Company is found guilty of Bribery or even of failing to have adequate procedures in place to prevent Bribery, it will be subject to unlimited fines;
- any person found guilty of Bribery will be subject to fines and/or imprisonment of up to 10 years;
- a public exposure, or even allegation, of bribery would entail severe reputational damage. The Company's banking or supply facilities might be withdrawn or be available on much less favourable terms, and the Company could be blacklisted as an approved tenderer for both public and private sector contracts;
- the cost of our insurance cover could increase very significantly; and
- good people will not want to work for us.

## 6. BENEFITS OF ACTING WITH INTEGRITY

Equally, there are very clear benefits to acting with propriety. These include:

- we increase our chances of being selected as a supplier in both the public and private sectors;
- we remain in good standing with our banks and our own suppliers and they will want to keep doing business with us;
- a business with high ethical standards is a good place to work; and
- it is a requirement of the REC Code of Professional Practice that we act with integrity at all times.

## 7. POLICY STATEMENT

All Relevant Persons and Associated Persons are required at all times:

- not to commit an offence listed above at section 4 or any other offence;
- to comply with the Bribery Act;
- to act honestly, responsibly and with integrity;
- to safeguard and uphold the Company's core values by operating in an ethical, professional and lawful manner at all times.

**Bribery of any kind is strictly prohibited**. Under no circumstances should any provision be made, money set aside or accounts created for the purposes of facilitating the payment or receipt of a Bribe.

**All Relevant Persons and all Associated Persons are expected to adhere strictly at all times to the guidelines set out in this Policy.** If you are in doubt as to what might amount to bribery or what might constitute a breach of this Policy, refer the matter to the Company's Compliance Officers.

## 8. GIFTS AND HOSPITALITY

The Company occasionally provides gifts and hospitality to clients, customers, contractors, and suppliers. This is not prohibited by the Bribery Act provided the following requirements are met:

- the gift 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;

- it complies with local laws;
- it is given in the Company's name, not in the giver's personal name;
- it does not include cash or a cash equivalent (such as gift vouchers);
- it is of an appropriate and reasonable type and value and given at an appropriate time;
- it is given openly, not secretly;
- it is approved in advance by a director of the Company.

In summary, it is not acceptable 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, or to accept a payment, gift or hospitality from a third party that you know or suspect is offered or provided with the expectation that it will obtain a business advantage for them.

**9. FACILITATION PAYMENTS**

Any payment or gift to a public official or other person to secure or accelerate the prompt or proper performance of a routine government procedure or process, otherwise known as a "facilitation payment", is also strictly prohibited. Facilitation payments are not commonly paid in the UK but they are common in some other jurisdictions.

**10. WHAT ARE THE INDICATORS OF BRIBERY?**

Common indicators of corruption include those listed below. There may well be others. For example:

- payments are for abnormal amounts (e.g. commission), or made in an unusual way, eg what would normally be a single payments is made in stages, through a bank account never previously used, or in a currency or via a country which has no connection with the transaction;
- process is bypassed for approval or sign-off of terms or submission of tender documents, payments, or other commercial matters; those whose job it is to monitor commercial processes (e.g Internal Audit) may be prevented from or hindered in doing so;
- individuals are secretive about certain matters or relationships and/or insist on dealing with them personally. They may make trips at short notice without explanation, or have a more lavish lifestyle than expected;
- decisions are taken for which there is no clear rationale;
- records are incomplete or missing.

**11. POLITICAL CONTRIBUTIONS**

We do not make donations to political parties. No individual is to make a donation stated to be, or which could be taken to be, on our behalf without the prior approval of the Board. You may, of course, make political donations in a personal capacity but please be sensitive to how such contributions could be perceived, especially by those who are aware of your connection with the Company.

**12. CHARITABLE DONATIONS**

Bribes may even be disguised as charitable donations. Again, for that reason, donations we make are approved by resolution of the Board and recorded. Whilst individuals may of course make personal donations to charity, they should not do so on behalf of the Company without prior approval from the Board.

**13. LOCAL CIRCUMSTANCES**

We understand that different parts of the world have different social and cultural customs. This does not affect our position that we do not pay or accept bribes or act corruptly: we do not and will not. However, subject to that position, we understand the need to be sensitive to local customs. For example, there are cultures in which refusing (or even failing to offer) a gift is considered impolite, and could alienate a key contact. In such cases, please refer to the Legal Department. The Board of Directors are responsible for establishing variations to this Policy subject to the agreement from taking legal advice.

**14. EXCEPTIONAL CIRCUMSTANCES**

In some circumstances a payment is justifiable. If one of our people is faced with a threat to his or her personal safety or that of another person if a payment is not made, they should pay it without fear of recrimination. In such cases, however, the Legal Department must be contacted as soon as possible, and the payment and the circumstances in which it was made must be fully documented and reported to the Board of Directors for the business within 1 working day.

Such cases will be rare. All Relevant Persons visiting regions where they are more common should familiarise themselves, prior to travel, with current guidance relating to those countries. The Board should be consulted if in doubt.

## 15. RESPONSIBILITY TO REPORT AND THE REPORTING PROCEDURE

All Relevant Persons are contractually required to take whatever reasonable steps are necessary to ensure compliance with this Policy and to prevent, detect and report any suspected Bribery or corruption. All Relevant Persons have a duty to prevent, detect and report any incident of Bribery and any potential risks of Bribery. If you know or suspect that any Relevant Person plans to offer, promise or give a Bribe or to request, agree to receive or accept a Bribe in connection with the Company's business, you must disclose this to your line manager & a Board member as quickly as possible to allow appropriate action to be taken promptly.

The Company is committed to taking appropriate action against Bribery and corruption. This may include either reporting the matter to an appropriate external government department, regulatory agency or the police and/or taking internal disciplinary action against relevant employees, agency workers and contractors and/or terminating contracts with associated persons.

The Company will keep your disclosure confidential during any investigation it undertakes to the extent that this is practical and appropriate in the circumstances. The Company will support anyone who raises genuine concerns in good faith under this Policy, even if they turn out to be mistaken. The Company is also committed to ensuring nobody suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or corruption offence has taken place or may take place in the future or because they may assist in the investigation of an allegation of Bribery or corruption.

## 16. RECORD KEEPING

All accounts, receipts, invoices and other documents and records relating to dealings with third parties must be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off the record" to facilitate or conceal improper payments.

## 17. MONITORING COMPLIANCE

The Company's Compliance Team has primary responsibility for ensuring compliance with this Policy and will review its contents on a regular basis. They will be responsible for monitoring its effectiveness and will provide regular reports in this regard to the directors of the Company who have overall responsibility for ensuring this Policy complies with the Company's legal and ethical obligations.

## 18. TRAINING

The Company will provide training to all employees to help them understand their duties and responsibilities under this Policy. The Company's zero tolerance approach to Bribery will also be communicated to all business partners at the outset of the business relationship with them and as appropriate thereafter.

## 19. SANCTIONS FOR BREACH OF THIS POLICY

A breach of any of the provisions of this Policy by any Relevant Person who is an officer or employee of the Company will constitute a disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure. Depending on the gravity of the offence, it may be treated as gross misconduct and could render the officer or employee liable to summary dismissal.

Breach of this policy by any Relevant Person who is a temporary worker, contractor or consultant providing his/ her services to the Company may lead to the immediate termination of that temporary worker's, contractor's or consultant's engagement by the Company.

Breach of this policy by any Relevant Person which is a corporate entity could lead to the suspension or termination of any relevant contract, sub-contract or other agreement between the corporate entity and the Company.

## INTRODUCTION

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

1.1. Indicators of tax evasion are:-

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

1.2. Our position is simple: we conduct our business to the highest legal and ethical standards. We will not be party to tax evasion or the facilitation of tax evasion of any form. Such acts would damage our reputation and expose us, and our staff and representatives, to the risk of fines and imprisonment.

1.3. We take a zero-tolerance approach to tax evasion facilitation by our people and our third-party representatives. We are committed to:

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

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

## DEFINITIONS OF TAX EVASION

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

## POLICY

3. It is prohibited, directly or indirectly, for any employee or person working on our behalf to take part in any activity relating to tax evasion.

3.1. If we suspect that you have taken part in such activity, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in disciplinary action where applicable, termination of your engagement and/or Assignment, or the cessation of our business arrangement with you.

3.2. If you, as an employee or person working on our behalf, suspect any activity related to tax evasion or attempted tax evasion has taken place, even if you are not personally involved, you are expected to report this to a Director. You may be asked to give a written account of events.

## CONCERNS

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

## Modern Slavery Policy

1. Quest Employment is committed to eliminating modern slavery, human trafficking, forced labour, and similar human rights abuses.
2. Quest Employment is committed to ensuring that its staff and any workers it supplies (directly or indirectly) are not subject to behaviour or threats that may amount to modern slavery, human trafficking, forced labour, and similar human rights abuses.
3. Quest Employment provides appropriate training and awareness information for all of its staff.
   In particular:
   - Our Compliance Team receive detailed training in identifying and resolving concerns around modern slavery and human trafficking.
   - Our Managers & Consultants undertake training courses that include guidance around modern slavery and human trafficking, as well as other wider human rights issues.
   - All of our staff receive awareness-raising information around issues involving modern slavery and human trafficking, so that they can bring any concerns they have to the attention of management.
4. Any staff, workers or other parties are strongly encouraged to report any concerns or suspicions that they might have to Jim Bluck "Chief Commercial Officer" & Nik Pagan "National Compliance Manager".
5. Reports surrounding these issues are taken extremely seriously by our board of directors & senior management team who are committed to ensuring that all investigations shall be prompt and effective. If our investigations reveal any issues, we are committed to taking appropriate action, including but not limited to:
   - Working with the appropriate organisations to improve standards,
   - Removing that organisation from our preferred supplier list,
   - Passing details to appropriate law enforcement bodies.
6. We regularly monitor our risks in this area through the use of relevant key performance indicators, including:
   - The percentage of suppliers who sign up to an appropriate code / provide their own modern slavery statements,
   - The percentage of workers or candidates supplied from audited businesses or our preferred supplier list,
   - The effectiveness of enforcement against suppliers who breach policies,
   - The amount of time spent on audits, re-audits, spot checks, and related due diligence, and
   - The level of modern slavery training and awareness amongst our staff.
7. As part of our efforts in this area, we publish a modern slavery statement on an annual basis.
8. We would also recommend reading this in conjunction with our other policies, including our:
   - Corporate social responsibility policy,
   - Ethical procurement policy,
   - Anti-bribery / corruption policy, and
   - Whistle-blowing policy.

## Section 15 - Health and Safety

The Company is committed to ensuring, so far as is reasonably practicable, the health, safety and welfare of its employees, agency workers, contractors and others affected by its activities. The Health and Safety Policy set out below summarises the legal responsibilities owed by the Company and by those working for or through it in relation to health and safety matters.

It is your duty to read this policy carefully, and to ensure that you fully understand and implement it.

### Health and Safety Policy

The Company is committed to ensuring, so far as is reasonably practicable, the health, safety and welfare of its employees, agency workers, contractors and others affected by its activities. The Health and Safety Policy set out below summarises the legal responsibilities owed by the Company and by those working for or through it in relation to health and safety matters.

It is your duty to read this policy carefully, and to ensure that you fully understand and implement it.

**Health and Safety Policy For Employees, Agency Workers and Contractors**

**Part 1: Policy Statement**

The Company intends to take all reasonably practicable measures to ensure the health and safety of employees, agency workers and contractors, other people and to prevent damage to property. To achieve this, it is the duty of all employees, agency workers and contractors to take reasonable care for the health and safety of themselves and other people who may be affected by their acts and omissions.

All employees, agency workers and contractors must:

1) Comply with all safety instructions and take reasonable care of the health and safety of themselves and other people.
2) Co-operate in any investigation and report on all accidents or incidents that may cause or lead to injury.
3) Report any potential health and safety risk to the appropriate person by reasonable means.
4) Report any shortcomings in the health and safety arrangements.
5) Abide by the following rules:

**Working Practices:**

1) Do not to operate any item of equipment unless trained and authorised to do so
2) Do not remove any guarding from equipment used or deviate from your authorised use of the equipment
3) You must report immediately any equipment defect, and never attempt repair
4) You must never obstruct any fire escape route, fire equipment or doors
5) You must undertake all duties as instructed and never deviate

**Hazard/Warning Signs and Notices**

1) You must comply with all hazard/warning signs and notices displayed on the premises

**Working Conditions/Environment**

1) You must make proper use of all equipment and facilities provided to control working conditions/environment
2) You must ensure you keep all your work areas clean/tidy
3) You must dispose of waste/scrap in the appropriate receptacles

Employees, agency workers and contractors are reminded that failure to comply with any aspect of health and safety procedures, rules or duties will be regarded by the Company as misconduct and will be dealt with accordingly within the terms of the Company's disciplinary procedure. Any serious breach of these provisions may amount to gross misconduct or a serious contractual breach and may result in disciplinary action where applicable, removal from Assignment, or termination of engagement and/or Assignment.

The Directors give their full commitment to this policy and will support everyone responsible for its implementation. This policy will be continuously monitored and updated by means of the Health and Safety Committee. Specific arrangements for the implementation of policy and those responsible are detailed in the Organisation and Arrangements section of this document.

**Part 2: Organisation**

Employees, agency workers and contractors generally work on assignments at the premises of Quest clients. They are under the control of the client and use their equipment. It is thus imperative that employees, agency workers and contractors understand their duties for the health and safety of themselves and other people.

**Employees, Agency Workers and Contractors Duties**

1) Read this policy and make sure you fully understand it.
2) For each assignment, read and understand the customer's health and safety policy.
3) Undertake any training provided, including any tests that may be set.
4) Comply with all health and safety notices and instructions.
5) Do not take any action that may put at risk the health and safety of yourself and other people.
6) Wear appropriate personal protective equipment when required to do so.
7) Report all accidents, no matter how small to the customer's representative and your Consultant.
8) Do not take part in any prohibited occupation. (See Section 16)

**The Company's Responsibilities**

The Branch Manager has the responsibility for ensuring that the following duties are complied with. They may be delegated to another member of staff provided they have the appropriate instruction and training.

1) Complete the health and safety checklist for every client within 24 hours of the first assignment and annually thereafter.
2) Ensure that employees, agency workers and contractors are provided with the necessary knowledge and skills to enable them to perform the specified job safely.
3) Outline the health and safety policy to the employees, agency workers and contractors, ensuring that their personal responsibilities for health and safety are fully understood.
4) Inform the employees, agency workers and contractors of the client's representative responsible for the site health and safety induction at the start of each assignment.
5) Inform the employees, agency workers and contractors of known health and safety risks relating to the work they will carry out.
6) Ensure that the appropriate insurance arrangements are in place for the work to be carried out.
7) Ensure that no employee, agency worker and contractor is placed into a position that is prohibited by the schedule.

**Part 3: Arrangements**

**3.1 The Health & Safety at Work Act 1974**

As an employer we have a duty to ensure, so far as reasonably practicable, the health, safety and welfare at work of our employees, agency workers and contractors.

The Company shall seek to ensure that the Client will provide and maintain:

1) A safe working environment with safe access and exits plus adequate facilities and arrangements for employees', agency workers' and contractors' welfare.
2) Safe equipment, tools and systems of work.
3) Safe methods for handling, storage, use and transport of articles and substances.
4) Adequate information, instruction, training and supervision.

5) Consultation with employees, agency workers and contractors.
6) A Health and Safety Policy.

Employers must also ensure that their activities do not endanger any persons not in their employment.

Employees, agency workers and contractors must:

1) Take reasonable care for the health and safety of themselves and of other persons who may be affected by their acts and omissions at work.
2) Co-operate with their employer and the Client to meet their duty or statutory requirement
3) Follow all rules pertaining to Non-Smoking Areas
4) Not become involved with horseplay or practical jokes

**3.2 Accident Reporting**

All Accidents, no matter how small, must be reported to the person you have been instructed to report to during your assignment with the Client. All accidents must be recorded in the Client's accident book. Your Branch Manager must also be informed and the incident must be recorded in the branch accident book.

More serious injuries, such as fractures, burns or dislocations, should be reported immediately to the Branch Manager who will inform the Director of Health and Safety, who will then contact the Enforcing Authority if applicable under RIDDOR regulations. This also applies to any injuries, illnesses or incidents that are reportable under applicable health and safety and RIDDOR requirements.

**You must report any incident in which damage is caused to property**

**3.3 First Aid**

If you have an accident, no matter how small, make sure you get first aid treatment immediately. Ensure you are aware where the nearest first aid box is located. Larger sites have qualified first-aiders who should be able to provide simple first-aid. Smaller sites have appointed persons who will take charge in an emergency situation and ensure the first aid box is replenished.

**3.4 Risk Assessment**

The Client will carry out regular risk assessments and employees, agency workers and contractors will be asked to co-operate. All employees, agency workers and contractors have a responsibility to look for potential hazards and inform the Line Manager.

**3.5 Fire**

Everyone has a responsibility to reduce the risk of fire. All employees, agency workers and contractors will receive instruction and training in fire procedures.

You need to know:-

1) How to raise the alarm.
2) How to use an extinguisher. Do not use one unless you have received the correct training. It can be very dangerous trying to use a fire extinguisher when you have never used one before and also you must use the correct type for the fire concerned.
3) What to do if the alarm is sounded.

**3.6 Display Screen Equipment**

A Display Screen Equipment user is defined as a employee, agency worker and contractor who uses a DSE more or less continuously on most days. As a guide if you use a DSE, on average, for in excess of four hours per day, then you may be considered a user.

The Client will carry out regular risk assessments and provide training in:

1) How to set up your workstation.
2) How to adopt good posture.
3) How to adjust your screen and keyboard.
4) The importance of regular breaks from the screen.

### 3.7 Manual Handling

The client will carry out manual handling risk assessments where appropriate. Suitable and sufficient training will be provided by the client, if you are required to carry out manual handling activities.

### 3.8 Hazardous Substances (COSHH Regulations)

The client will carry out a regular COSHH risk assessment and employees, agency workers and contractors should acquaint themselves with the risks involved and the remedial treatment required.

### 3.9 Electrical Apparatus

All employees, agency workers and contractors should check electrical apparatus to ensure that wires and plugs are securely attached. Any defects should be reported to the Line Manager. Never attempt to repair anything yourself, including even changing a plug.

### 3.10 Personal Protective Equipment

You may be required to wear personal protective equipment. Supplies will be made available and instruction and training provided for its proper use.

### 3.11 Health And Safety Issues

Any work related Health and Safety issues must be reported to your Consultant.

In particular, if you are a display screen operator and experience pain in the back, wrist, forearm, hand, fingers, upper arm, neck or shoulders inform your Consultant immediately

## Section 16 - Restricted and Prohibited Assignments

Certain activities present a higher level of risk and are subject to additional controls. Quest will not place Agency Workers into any Assignment which Quest considers to be prohibited under Company policy or which Quest does not consider suitable having regard to the nature of the work, the risks involved, the information provided by the Hirer, the Agency Worker's training, competence, experience, licences, supervision arrangements, insurance requirements, and any applicable legal or regulatory obligations. Employment businesses must obtain sufficient information from the hirer before supply, including health and safety information, and HSE guidance confirms suppliers and end users both have responsibilities for the safety of agency and temporary workers.

If, during an Assignment, the Hirer asks you to carry out duties that differ materially from those you were told about, or asks you to undertake any activity listed below, you must contact your Consultant immediately before carrying out that work. You must not undertake any such activity unless and until Quest confirms that you are authorised to do so.

### Schedule 1 – Activities Prohibited by Quest

Quest will not arrange Assignments for Agency Workers in the following activities unless Quest expressly confirms otherwise in writing under an approved exception process:

1. Demolition
2. Mining and quarrying activities
3. Fairground operations

4. Drop forging
5. Forestry operations involving hazardous cutting or felling activities
6. Work involving asbestos or suspected asbestos-containing materials
7. Aircraft maintenance or other specialist aircraft operations
8. Piloting or other aviation roles requiring specialist licences
9. Any other activity which Quest has identified as prohibited due to risk, insurance, licensing or regulatory requirements

### Schedule 2 – Activities Requiring Specific Prior Authorisation

The following activities may only be undertaken where Quest has completed an Assignment-specific review and given prior approval:

1. Construction-related activities
2. Traffic management
3. Security guarding, night security roles or key holding activities
4. Vehicle or ship dismantling
5. Roofing or the painting of structures
6. Tree surgery
7. Work in trenches or confined spaces
8. Window cleaning
9. Work at height
10. Work involving toxic, hazardous or otherwise harmful materials
11. Work involving circular saws, band saws, chainsaws or other powered cutting tools
12. Offshore work
13. Haulage of hazardous substances
14. Haulage of abnormal loads
15. Pest control work
16. Any other activity requiring specialist competence, certification, licence, medical clearance, close supervision, or enhanced risk controls

Where a role involves licensable security activity, the necessary licence must be in place before the work is undertaken.

Where a role involves work at height, Quest will require appropriate assessment and controls. HSE guidance is clear that the legal test is not based on a fixed 5-metre threshold; the Work at Height Regulations 2005 apply wherever there is a risk of a fall liable to cause personal injury.

Where a role involves asbestos, hazardous substances, specialist plant, or similarly regulated activities, additional legal requirements, competence standards, licences, training, health surveillance or control measures may apply. Such work must not be undertaken unless Quest has expressly confirmed that the Assignment is authorised and all required conditions have been satisfied.

## Section 17 - Personal Accident Insurance Scheme

Note – the Personal Accident Scheme is inclusive of Club Quest.

The Scheme provides you with financial benefits in certain circumstances by virtue of an insurance policy with Insurers Aviva Insurance Limited, and benefits are dependent on acceptance of any claim you make by the Insurers.

The Scheme is arranged and managed by Howden Cambridge on your behalf if you decide to participate.

A summary of what the insurance policy covers is contained below. The policy document is available upon request from Howden Cambridge

## What is Personal Accident insurance?

By joining the Scheme, you will be provided with personal accident insurance. The insurance provides you with essential financial support and compensation, in the instance of genuine occupational accidents that occur whilst working at authorised contract sites of Quest or whilst commuting to and from the site.

The policy is designed to pay benefits following major accidents that prevent you from working for periods in excess of 4 weeks. No benefits are payable for the first four weeks, known as the initial period.

Temporary total disablement benefits are payable up to a maximum of 48 weeks, after the initial period expires. The scheme is arranged and managed by Howden Cambridge on your behalf. If you have previously joined the Scheme but you wish to leave, please request and complete the Club Quest Opt-out Form from your local branch. (Link provided in the handbook, page 58)

## Why might I choose this cover?

Work-related accidents killed 124 workers in Great Britain in 2024/25 (provisional), compared with 138 in 2023/24.

In 2024/25, around 680,000 working people sustained a workplace injury according to the Labour Force Survey. During the same period, 59,219 employee injuries were reported by employers under RIDDOR.

## Personal Accident Insurance Policy Summary Key Facts

The purpose of this policy summary is to help you understand the insurance policy by setting out the significant features, benefits and limitations.

The policy is held by Quest Employment.

You should read the policy document for a full description of the terms of the insurance, including the policy definitions, and refer to the policy schedule for the specific policy benefits, sums insured and the operative time. The policy document is available upon request from Quest and Howden Cambridge.

This summary does not form part of the policy document.

## Insurance provider

This insurance is provided by Aviva Insurance Limited.

## Group policyholder

Quest Employment

## Group policy number

100786147GPA

## Purpose of the insurance

This insurance provides cover for accidental bodily injury which occurs during the operative time of cover and which results in death, loss of limbs or sight, hearing and speech, temporary disability or permanent disability.

## Insured persons

Any person that is provided by Quest Employment to work for an employer on a temporary basis who has agreed to pay the required fee.

## Operative time of cover

All occupational related cover including commuting.

## Significant product features, benefits and limitations

The cover provided is subject to certain provisions, conditions and limitations. The information below sets out the significant features of the cover and the provisions, conditions and limitations that apply. To ensure the policy is suitable, you are advised to read the policy wording which sets out all of the features, provisions, conditions, limitations and what is not covered. You should review the cover from time to time to ensure that it still fulfils your needs.

## Significant covers

**Section A – Personal Accident**

### Death by an accident

An amount of £50,000

**Significant features and benefits :** Provides lump sum amount following death caused by bodily injury resulting from an accident.

**Significant policy limitations :** If accidental bodily injury does not immediately result in death then no payment will be made until at least 13 weeks after the date of the accident.

### Permanent loss of limbs

An amount of £50,000

**Significant features and benefits :** Provides lump sum amount following physical severance or permanent loss of use of one or more limbs following bodily injury resulting from an accident.

### Permanent loss of sight, speech or hearing

An amount of £50,000

**Significant features and benefits :** Provides lump sum amount following disablement caused by bodily injury resulting from an accident which causes total and permanent loss of sight, speech and hearing.

**Significant policy limitations :** Loss of hearing in one ear is limited to £6,250 of the amount payable for both ears.

### Permanent partial disability

An amount of up £50,000.

**Significant features and benefits :** Provides lump sum compensation following disablement caused by bodily injury resulting from an accident which prevents an insured person from working in any occupation for which they are fitted by way of training, education or employment which in all probability will continue for the rest of their life.

**Significant policy limitations :** No benefit is payable if the insured person dies within 13 weeks of sustaining permanent total disability when the death benefit will be payable instead.

### Permanent total disability

An amount of up £50,000.

**Significant features and benefits :** Provides lump sum compensation following disablement caused by bodily injury resulting from an accident which prevents an insured person from working in any occupation for which they are fitted by way of training, education or employment which in all probability will continue for the rest of their life.

**Significant policy limitations :** No benefit is payable if the insured person dies within 13 weeks of sustaining permanent total disability when the death benefit will be payable instead.

### Temporary total disability

Up to £500 per week

**Significant features and benefits :** Weekly compensation resulting from bodily injury resulting from an accident injury which temporarily prevents an insured person from carrying out the whole of their occupational duties.

**Significant policy limitations :** The amount payable is limited to 52 weeks and is not payable for the first 4 weeks and will not exceed 75% of the insured person's average gross weekly wage from all sources of income.

## What is not covered

The following limitations apply to the policy as a whole:

**1. Intoxicating liquor or drugs :** bodily injury sustained while under the influence of intoxicating liquor or drugs taken by the Insured Person other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction.

**2. Pre-existing Medical Condition :** Any physical defect infirmity medical condition or chronic or recurring sickness which existed at or prior to the date of entry of an Insured Person into this insurance unless it has been declared to and accepted by the Insurer in writing.

**3. Offshore work :** Any Insured Person while working on or in transit by sea or air to or from offshore installations

## Policy reference

What is not covered?

There is no cover for any person aged 75 years of age or over.

If an insured person is under 18 years of age the insurer will pay all claims to a parent or a legal guardian of the insured person.

## Policy reference

Page 1 – Claims procedure.

## Law and jurisdiction

This policy will be governed by English law, and the group policyholder, the insured persons and Aviva Insurance Limited agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless the relevant insured person resides in Scotland, Northern Ireland or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by the group policyholder and Aviva Insurance Limited before the start date of cover.

## Period of insurance

The premium is paid by the group policyholder according to how they administer the benefits process and how often insured persons are paid.

- A weekly premium buys cover for the week in which it is paid.

The cover remains in force from the start date of an insured person's inclusion or stops earlier as shown in the 'Start, and finish of cover for an insured person' section of the group policy.

## Rights of cancellation and cooling off period

The insurer may cancel this group policy by giving 30 days written notice to the group policyholder at their last known address. The group policyholder can cancel the group policy by giving 30 days written notice to us.

An insured person has no rights to cancel the group policy, only the right not to be included. If an insured person decides that they no longer wish to be included, they should advise the group policyholder who will arrange for a proportionate return premium for the unused proportion of the cover, provided a claim has not been made by the insured person.

If within 15 days of the commencement of the insurance for an insured person or their receipt of the policy documentation that they decide that the cover is not required, they should notify the group policyholder.

## Claim notification

A claim can be made on the policy by the group policyholder or by an insured person (or parent or legal guardian if the insured person is under 18 years of age).

You should contact Howden Cambridge on 020 7623 3806 or alternatively:

please call Aviva's claims line on 08000 516 583. Aviva's line operates 9am to 5pm, Monday to Friday.

Please have your policy number to hand when calling.

### Your right to complain

Every effort is made to ensure that the group policyholder or insured person (or a parent or legal guardian if the insured We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please contact your insurance adviser or usual Aviva point of contact.

If you remain unhappy with the decision received, you may write to
Chief Executive UK Insurance,
Aviva,
8 Surrey Street,
Norwich,
NR1 3NS
Or e-mail details of your complaint to ukgiceo@aviva.co.uk
Aviva is covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

### Is the insurer Covered by the Financial Services Compensation Scheme (FSCS)?

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if We cannot meet Our obligations, depending on the type of insurance and the circumstances of Your claim.
Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to
Financial Services Compensation Scheme
10th Floor,
Beaufort House,
15 St Botolph Street
London
EC3A 7QU

### What happens if I have an accident?

You should contact Howden Cambridge on 020 7623 3806 or alternatively:
please call Aviva's claims line on 08000 516 583. Aviva's line operates 9am to 5pm, Monday to Friday.
Please have your policy number to hand when calling.

### Complaints

Our aim is always to provide our customers with a first-class service. However, we are aware that, occasionally, it is possible that we may fail to meet your expectations. If for any reason we have not met your expectations, please let us know as soon as possible, by calling our main office telephone 020 7623 3807 or writing to Howden Insurance Brokers Limited, Compliance, One Creechurch, London EC3A 5AF, United Kingdom.

## Section 18 – Club Quest Scheme

### What is Club Quest

As a Quest Agency Worker, you may choose to join the optional Club Quest Scheme. The scheme includes access to a savings centre, an Employee Assistance Programme (EAP), and Accident Insurance, at a cost of £7.99 per week when you are booked to work.

### About Club Quest

The Club Quest Scheme provides you with financial savings through a unique service designed for you packed full of money saving offers. This includes vouchers for thousands of online and high street retailers, grocery and food retailers, a 24/7 welfare service (EAP), 24/7 GP service, gym memberships, accident insurance and many more benefits. Access to the portal is through a link on our website contact your local office if you need help with your log in details. As part of the registration process, you will receive an activation link to activate your Club Quest account.

If you decide that you no longer want to be enrolled in the scheme and benefits contained, you can opt out by visiting Club Quest - Opt Out.

If you opt out within 14 days of the date of your first assignment, any monies taken via-direct debits relating to the scheme will be reimbursed. However, if you opt out after 14 days of the date of your first assignment, no reimbursement will be made and your membership will cease from the notification date, no further direct debits will be taken after this date.

## Section 19 – Transport

### Making Arrangements For Transport

Quest Employment Limited, work with several transport companies. If an Agency Worker requires transport services or assistance with making arrangements for transport, the Agency Worker can contact the following suppliers at their free will. It is prudent to note that Agency Workers are under no obligation contractual or otherwise to use these suppliers. The details are provided by Quest Employment Limited, as a means to help an Agency Worker facilitate transport if they need it, should you require information regards our local transport arrangements please contact your following branch:-

| | |
|---|---|
| Northampton | 01604 232227 |
| Corby | 01536 408631 |
| Bedford | 01234 358844 |
| Peterborough | 01733 555405 |
| Luton | 01582 723555 |
| Leicester | 01162 757733 |
| Banbury | 01295 477170 |
| Stoke | 01782 307870 |

If an Agency Worker wishes for Quest Employment Limited to contact the supplier to make arrangements on their behalf, Quest Employment Limited can assist. In this scenario the Agency Worker should contact their local Branch.