



# Staff Handbook

Darwin Innovation Group

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## Welcome to Darwin

*I am delighted to welcome you to the Darwin team. I hope you find this a useful guide during your employment with us. However if you are unable to find the answer to your question here, please feel free to contact your line manager.*



- Daniela Petrovic, Darwin Delivery Director

### About Darwin

Darwin was created as an answer to the need for ubiquitous communication and improving people's lives by providing them with connectivity regardless of geographical location. Darwin's vision is that via cutting edge technology we will reach the goal of connected communities regardless of where they are located on this planet.

Darwin answers the question of geographical (and not only population) coverage, allowing societies to thrive in rural areas equally as those in urban areas.

Our aim is to provide a proof of concept of ubiquitous communications by exploring wider possibilities of connected terrestrial and satellite connected terrestrial 5G networks and satellite GEO and LEO constellations. We will showcase our findings on Connected Autonomous Vehicles (CAVs).

Darwin's CAVs will bring new opportunities for rural areas by providing ubiquitous communications in a safe and entertaining environment. We want to see how local communities thrive by using our services as a platform for even bigger and better things.

Our CAVs are equipped with 5G and satellite communication products, allowing our control centres to track the fleet wherever they are. The communication channel will allow us to assess the vehicle health at all times as well as plan each CAV's schedule based on customer needs, thus taking care of the environment, reducing pollution and noise, and at the same time providing customers with infotainment of their choice.

### Company Information

Darwin Innovation Group is a limited company registered with Companies House under company number 07854187 and with its registered address at 21 William Lucy Way, Oxford, OX2 6EQ. The company Directors are Daniela Petrovic and Milos Petrovic.

### Strategic Partnerships and Funding

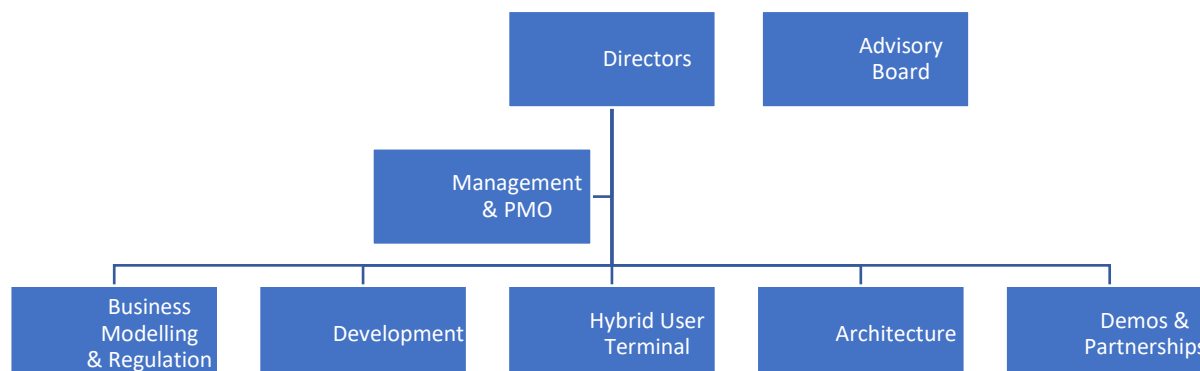
Darwin is strategically partnered with Telefonica.

Telefonica and the European Space Agency (ESA) both provide key funding to Darwin to support our programme of research and development.

Darwin also works with academic partners including the University of Oxford and the University of Glasgow, among others.

## Organisation structure

Darwin has a relatively flat structure, led by two directors and supported by an advisory board. We have two strategic partners, Telefonica and University of Glasgow, and their team members join us to support the delivery of our joint goals. We also often collaborate with other innovators and industry-leading companies, making our teams multi-disciplinary and diverse.



## Points of contact

Your line manager should be your first point of contact for most enquiries. For particular enquiries, you can also refer to these points of contact:

	NAME	ROLE	OFFICE	PHONE	EMAIL
<b>Governance</b>	Daniela Petrovic Milos Petrovic	Directors	Harwell	07800 893 867 07545 864 916	daniela.petrovic@telefonica.com milos.petrovic@darwincav.com
<b>Operations, Legal &amp; HR</b>	Sophia Ward	Operations Manager	London/ Harwell	07985 584 612	sophia.ward@darwincav.com
<b>Project Management</b>	Ram Kurakula	Project Manager	Slough		ram.kurakula@telefonica.com

## Online

Darwin is gradually building an online presence. We encourage our staff and contractors to follow us on LinkedIn and to visit our website.

**Official website:** [www.darwincav.com](http://www.darwincav.com)

**Official LinkedIn:** [www.linkedin.com/company/darwin-innovation-group](http://www.linkedin.com/company/darwin-innovation-group)

**Official Twitter:** <https://twitter.com/darwininnovate>

## Premises

Darwin has three locations, with our main headquarters being at Harwell campus. Please refer to the Darwin Premises guide for additional information, available on our shared drive.

To arrange a visit to any of Darwin's locations for a visitor, client or supplier, or for yourself if you are visiting a location you are not based in, you will need to contact Darwin's Operations Manager to obtain access authorisation in advance. In these circumstances you are responsible for ensuring that your visitors are appropriately monitored during their stay, and that they do not access areas or Darwin property inappropriately.

## Getting started

This staff handbook gives an overview of the terms and conditions of your employment, and outlines what you can expect from us as your employer. In return we ask for a high degree of commitment, dedication and loyalty to help us achieve the aims and objectives of Darwin.

### Terms and conditions

This staff handbook summarises the main terms that apply to your employment, as well as internal policies, processes and other useful information that you may find helpful.

Your employment contract and schedule to employment set out specific terms and conditions of employment as they relate to your post. These include details of:

- the names and details of us as your employer and of you the employee;
- the nature of your employment (job title);
- the date when your employment (and the period of continuous employment) began;
- the place of your work;
- the hours of work and working pattern including any possible variations to this;
- remuneration and the intervals at which it is to be paid;
- holiday entitlement including holiday pay;
- entitlement to sick leave, including any entitlement to sick pay;
- details of other types of paid leave;
- duration and conditions of any probationary period (normally 13 weeks);
- the entitlement of employer and employee to notice of termination;
- disciplinary, dismissal and appeal procedure;
- gross misconduct and related matters;
- grievance appeal procedure;
- confidentiality;
- pension;
- access to email, IT and other communications;
- health and safety;
- deductions from salary;
- smoking in the workplace;
- data protection;
- where it is not permanent, the period for which your employment is expected to continue or, if it is for a fixed term, the date when it is to end; and
- details of the existence of any relevant collective agreements which directly affect the terms and conditions of your employment.

There may also be further detailed policies and procedures which may not be mentioned as part of this document, but which still form part of your conditions of employment with us.

Darwin reserves the right to change its terms and conditions and employment policies from time to time. You will be notified at the earliest opportunity of these changes by way of general notice to all employees affected by the change. Where a contractual change in your terms and conditions of employment results in a change to your written statement of particulars of employment, we will give you a written statement of the change at the earliest opportunity.

## Hours of work

Darwin works with stakeholders across the world and in multiple time-zones. Our normal office hours are 9am to 5pm UK time, but on occasion you may be asked to work outside these hours to meet stakeholder needs.

## Overtime and Time Off In Lieu

Darwin currently does not offer overtime or time off in lieu (TOIL) as standard. If you feel it would be appropriate for your role and have identified a legitimate business need for it, then in the first instance you should discuss this with your line manager.

If your line manager agrees, then prior approval in writing must also be obtained from Darwin's Operations Manager.

## Place of work

When you started with us, you will have told us which location you would prefer to be based in, and this will be specified in your schedule of employment.

If you are contracted to work 30+ hours per week, we expect you to be at work at your chosen base location a minimum of one regular day per week, unless otherwise instructed in writing by your line manager or Darwin's Operations Manager. You are also expected to attend face-to-face meetings on any of your working days as required by your line manager or any Darwin senior managers.

Flexible working and remote working from home or other secure location is a wellbeing benefit which Darwin offers to all staff regardless of length of service. To explore this, please discuss your request with your line manager and Darwin's Operations Manager.

## You and your team

Darwin's flat organisational structure means that your team may vary depending on the project you are working on at any given time. We encourage staff to embrace this opportunity to collaborate with different team members and learn from one another.

## Induction

Darwin recognises that our staff are our greatest asset which is why we support their continuing professional development throughout their employment with us. This development begins at the induction stage when a new employee joins.

Our aim is to support and develop employees in their role so that they feel confident to undertake the responsibilities placed upon them and ultimately are able to contribute to the success of the organisation.

Induction will be spread over your first few months in post, and is aligned with Darwin's performance review programme for new employees. The content and duration of the induction programme will be dependent on the scope and complexity of your job, and your line manager will outline this in detail to you during your first one to one meeting.

Your location induction will normally take place on the first day you physically attend work, and will be organised for you in advance by Darwin's Operations Manager. Remote working inductions can take place on your first working day.

## Email address

When you join Darwin, you may be issued with a DarwinCAV.com email address. Darwin's Operations Manager will let you know the details of this as soon as practicable after you start.

If you are provided with a Darwin email address, this is provided for responsible use on Darwin business and should not be used in any other way whatsoever.

Staff who already have a Telefonica email address will be asked to keep using this and will not require a separate Darwin email address.

### Equipment

Darwin may provide you with any equipment which is required for you to do your job.

All equipment provided by Darwin remains the property of Darwin and we expect our staff to take good care of any and all equipment we provide for their use.

Only software packages properly authorised and installed by Darwin may be used on Darwin equipment, you must therefore not load any unauthorised software onto Darwin computers without permission.

You must not remove Darwin property from our premises unless prior authority from your line manager has been given.

### Staff passes

Darwin does not currently require passes to be worn or carried by Darwin staff, however the locations where we are based have their own security arrangements which we expect all of our staff and contractors to observe.

#### *Harwell*

For occasional visits, you will need to bring photo ID with you when you visit this site. Visits must be arranged and authorised in advance with Darwin's Operations Manager.

If you are based at Harwell, you will need a security pass in order to access the campus. To obtain a campus pass, you will be asked to undertake security and environment safety training, which is delivered by Harwell Campus and takes about an hour. You will also be asked to do regular training modules online to keep up to date with campus process.

#### *Glasgow*

For occasional visits, you will need to bring photo ID with you when you visit this site. Visits must be arranged and authorised in advance with Darwin's Operations Manager.

If you are going to be working from this location either permanently or on a regular basis, then we will make arrangements for an access pass or authority to be issued to you. This will be done as soon as practicable after you start.

Staff who already have a University of Glasgow ID pass will be asked to keep using this for access.

#### *Malaga*

If you are based in the UK, you will need to organise your visit with Darwin's Operations Manager, and obtain written permission to visit the Malaga office. When at the Malaga office, you must carry photo ID on you at all times.

If you are based in Malaga, you may be provided with an access pass if appropriate for your role.

## Code of conduct

Darwin expects staff to conduct themselves legally and ethically in all matters, including business and financial records, Darwin assets (whether tangible or intangible), use of information, securities and insider trading, privacy, conflicts of interest, bribery, intellectual property and environmental protection. Staff are expected to maintain professionalism whenever they are at work or elsewhere (including online) and acting as a representative of Darwin.

Please do a check by asking yourself, if ever in doubt about a course of conduct:

- Is it ethical?
- Is it legal?
- Will it reflect well on me and Darwin?

If the answer is “No” to any of these questions, do not do it.

If you are uncertain, ask for guidance. You can seek help from Darwin’s Operations Manager, or Darwin’s Directors.

## Appearance and Dress

Darwin expects staff to present themselves appropriately at all times in relation to their role. Staff should ensure their personal hygiene and grooming are in good order prior to presenting themselves at work, whether in person or via video link.

Darwin has a smart casual dress code policy, and we ask staff to take a common sense approach when deciding what to wear to work. If you have any queries about what is appropriate, these should be directed to your line manager.

In some situations, such as certain site visits or when working in lab conditions, there may also be restrictions on some types of clothing or footwear where this is required for safety reasons.

For certain occasions such as client meetings or promotional events, we may also ask you to dress more smartly than usual.

If Darwin supplies you with a uniform or Darwin-branded apparel, then you are expected to keep this clean and pressed, and wear it when required to do so.

## Talking to the media and posts on social media

You must not make reference to Darwin or its services or represent yourself on behalf of Darwin to the media or on social media without formal permission from Darwin to do so.

You do not need our permission to indicate on your social media profile pages that you work for Darwin, however if you do this you should bear in mind that our code of conduct would apply to everything on your personal pages (whether added by you or not). In addition, all your posts on social media that can be seen, regardless of when it was shared or by whom, could be considered to be your actions in your capacity as a representative of Darwin.

If you are approached by the media or on social media for any comments about Darwin or our work, do not respond, instead you must refer the query to Darwin’s Operations Manager.

### Phone, internet and computer use at work

If you have access to Darwin's phones and computers including email and access to the internet as part of your job, you must not abuse this by using these facilities for purposes unrelated to Darwin.

Personal use of the phones and internet is permitted, provided this is reasonable and does not impact negatively on your performance or productivity. All phone and internet use may be monitored and accessing pornographic or other unsuitable material would be considered a serious disciplinary offence which may result in dismissal.

### Personal property at work

Any personal property such as jewellery, cash, credit cards, clothes, cars, motorbikes or bicycles etc. left on Darwin premises is done so entirely at your own risk. You are strongly advised not to leave any valuables unattended, either on our premises, in our vehicles or in your own vehicle. Darwin does not accept liability for loss or damage to any personal property whatsoever.

### Receipt of gifts

Your working relationships may bring you into contact with outside organisations where it is normal business practice or social convention to offer hospitality, and sometimes gifts. Offers of this kind to you or your family can place you in a difficult position. Therefore no employee or any member of their immediate family should accept from a supplier, customer or other person doing business with Darwin, payments of money under any circumstances, or special considerations, such as discounts or gifts of materials, equipment, services, facilities or anything else of value unless:

- They are in each instance of a very minor nature usually associated with accepted business practice.
- They do not improperly interfere with your independence of judgement or action in the performance of your employment.

In every circumstance where a gift is offered, the advice of your line manager must be sought and Darwin's Operations Manager must be informed.

### Bribery and Corruption

Darwin has a strict anti-bribery and corruption policy in line with the Bribery Act (2010). A bribe is defined as: giving someone a financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so.

If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for Darwin, or to obtain or retain an advantage in the conduct of Darwin's business this will be considered gross misconduct. Similarly accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances you will be subject to formal investigation under Darwin's disciplinary procedures, and disciplinary action up to and including dismissal may be applied.

Darwin expects staff to use good judgement and avoid even the appearance of improper behaviour. In case of any conflict between this code and any local laws and/or regulations, including professional obligations, the local laws and/or regulations will prevail and you must follow the law rather than this code to the extent of such conflict. If local custom or policy varies with this code, Darwin expects you to follow this code.

## Harassment

Darwin believes that the working environment should at all times be supportive of the dignity and respect of individuals. We do not tolerate harassment. If a complaint of harassment is brought to the attention of management, it will be investigated promptly and appropriate action will be taken.

Harassment can be defined as conduct, which is unwanted and offensive and affects the dignity of an individual or group of individuals.

Sexual harassment is defined as “unwanted conduct of a sexual nature, or other conduct based on sex, affecting the dignity of women and men at work”. This can include unwelcome physical, verbal or non-verbal conduct.

People can be subject to harassment on a wide variety of grounds including:

- race, ethnic origin, nationality or skin colour
- sex or sexual orientation
- religious or political convictions
- willingness to challenge harassment, leading to victimisation
- disabilities, sensory impairments or learning difficulties
- status as ex-offenders
- age
- real or suspected infection with a blood borne virus (e.g. AIDS/HIV)
- membership of a trade union or activities associated with membership

Forms may include:

- physical contact ranging from touching to serious assault
- verbal and written harassment through jokes, offensive language, gossip and slander, sectarian songs, letters and so on
- visual display of posters, graffiti, obscene gestures, flags and emblems
- isolation or non-cooperation at work, exclusion from social activities
- coercion ranging from pressure for sexual favours to pressure to participate in political/religious groups
- intrusion by pestering, spying, following someone
- bullying

If you feel you are being harassed you are strongly encouraged to seek early advice/support from your line manager. If you feel your line manager is harassing you, then you should contact Darwin's Operations Manager or a Darwin Director.

You should also keep a written record detailing the incidents of harassment and any requests made to the harasser to stop. This written record should be made as soon as possible after the events giving rise to concern and should include dates, times, places and the circumstances of what happened.

Darwin has a formal procedure for dealing with these issues which you can obtain from Darwin's Operations Manager.

## Compliance and discipline

Any standards become irrelevant unless there are clear mechanisms to deal with their violation. We would be negligent if we did not state categorically that deviations from the code of conduct will not be tolerated. Disciplinary action will be taken against any individual violating these standards.

Specifically, disciplinary action will be taken against any employee who is found to have:

- Authorised, condoned, participated in or concealed actions that are in violation of the code
- Failed to prevent or report violations through lack of diligence in supervision or disregards or approves a violation
- Retaliated, directly or indirectly, or encouraged others to retaliate against an employee who reports a potential violation of these standards

Since these standards are very important to our basic existence, the response to a deviation from them can lead to disciplinary action (including and up to) termination of employment.

## Health and Safety

Darwin has a responsibility as an employer to maintain, so far as is reasonably practicable, the safety and health of our employees, and of anyone else who may be affected by our activities.

It is your duty as an employee not to put at risk either yourself or others by your acts or omissions. Should you feel concern over any health and safety aspects of your work, this should be brought to the attention of your line manager and Darwin's Operations Manager immediately.

### Accidents

An Accident Book is available on our shared drive and it is the responsibility of each individual employee to report and record any accident involving personal injury. Any accident or near miss occurrence (i.e. no one was injured but the incident had the potential to injure or kill) at work should be reported immediately to your line manager and Darwin's Operations Manager.

All employees who are absent from work following an accident must complete a self-certification form, which clearly states the nature and cause of the injury.

For any employee who suffers an injury at work which results in them being away from work, or unable to do their normal work, for three days or more (including weekends, rest days or holidays) it is important that your manager is informed as the Health and Safety Executive also need to be informed by Darwin that an injury or dangerous occurrence has taken place.

### First Aid

At each of Darwin's premises, there are trained first aiders on site, who are employees of the facility. If you or someone else with you requires first aid, in the first instance you should contact the local first aider, followed by your line manager and Darwin's Operations Manager when safe to do so.

Our Harwell premises are restricted access, so you must contact the security team at Harwell to request assistance in case of any emergency including medical. They are responsible for contacting the emergency services if required.

### Fire Safety

Employees should follow these steps to help prevent fires:

- Before you use any electrical appliances carry out a quick check to make sure that the cables, plugs etc are not damaged.
- Do not use any electrical equipment that shows signs of damage, even if you think it is only minor. Report any faults you find to your line manager and find an alternative appliance.
- Ensure that you place your rubbish in the proper waste bins. Do not overfill the bins, and ensure that you follow the waste management guidance available in the Darwin Premises guide.

Action to take when the fire alarm goes off:

- Immediately stop what you are doing and walk (do not run) to the nearest available safe fire exit. If your nearest exit/route is obstructed, choose another route. Make sure that you are aware of the fire exits and routes in your area.
- Follow the instructions of any designated Fire Warden.
- Direction signs should indicate the route to your fire exit. These comprise a white arrow on a green background sometimes accompanied by the words 'FIRE EXIT' and also a pictogram of a running man. The arrows indicate the direction of the nearest fire exit.

- Do not use a lift to leave a building - always use designated stairs.
- Make your way to the appropriate assembly point.
- Once you are at the assembly point you should report to the Fire Warden, so that they can account for the people in their designated area.
- Do not leave the designated assembly point, or attempt to re-enter the building, until you have been instructed to do so by the Fire Warden.

Action to take if you discover a fire:

- RAISE THE ALARM! This can be achieved by activating the call points or by shouting the instruction "Fire – call the fire brigade".
- Raise the alarm even if the building is fitted with an automatic fire alarm system, which has not yet activated - you must not wait for it to do so of its own accord. The alarm must be raised for every occurrence of a fire, no matter how small it appears to be. This will ensure that people in the building have adequate notice to evacuate should it begin to spread quickly.
- Do not attempt to tackle the fire unless you have been appropriately trained and can safely do so. Unless you have been trained you could be putting yourself or somebody else at risk.

Our Harwell premises are restricted access, so you must contact the security team at Harwell to request assistance in case of any emergency including fire. They are responsible for contacting the emergency services if required.

### Personal Safety

Generally, you should try to avoid working alone whenever this is possible. However, if you have to work alone, then you need to develop an awareness of the risks and how to minimise them.

Prior to making an appointment with someone you do not know, obtain as much information as possible about the person you are meeting and arrange to meet the person on Darwin premises. The details of all visitors must be provided in advance by email to Darwin's Operations Manager. Always ring back the telephone number you have been given to confirm that it is legitimate. If a mobile number is given you should always ask for an alternative fixed line number if available.

If you are visiting a customer or supplier site, you must let your line manager know where you are going, with whom and what time you are expecting to return. If you think that you are going to run over your original timescales, let your manager know.

If you are at all concerned that you are being placed in a dangerous situation through your employment, you must discuss this with your line manager and Darwin's Operations Manager.

### Smoking and Vaping

Legislation exist which makes it illegal to smoke in enclosed public spaces. Smoking (including e-cigarettes and vapes) is therefore strictly prohibited on all Darwin premises (including entrances and exits) and vehicles.

### Drugs and Alcohol

Bringing alcohol or any unlawful drugs to the workplace, and / or imbibing them there is strictly prohibited both during work time or during a period prior to work where the effects carry over to the workplace. Any such instances will be dealt with under the disciplinary procedure and may lead to your summary dismissal.

## Equal Opportunities

Darwin is an equal opportunities employer and we are proud to have a diverse workforce.

Darwin is committed to valuing diversity and seeks to provide all staff with the opportunity for employment, career and personal development on the basis of ability, qualifications and suitability for the work as well as their potential to be developed into the job.

We believe that people from different backgrounds can bring fresh ideas, thinking and approaches which make the way work is undertaken more effective and efficient.

Darwin will not tolerate direct or indirect discrimination against any person on grounds of age, disability, gender / gender reassignment, marriage / civil partnership, pregnancy / maternity, race, religion or belief, sex, or sexual orientation whether in the field of recruitment, terms and conditions of employment, career progression, training, transfer or dismissal.

It is also the responsibility of all staff in their daily actions, decisions and behaviour to endeavour to promote these concepts, to comply with all relevant legislation and to ensure that they do not discriminate against colleagues, customers, suppliers or any other person associated with Darwin.

In adopting these principles Darwin:

1. Will not tolerate acts that breach this policy and all such breaches or alleged breaches will be taken seriously, be fully investigated and may be subject to disciplinary action where appropriate.
2. Fully recognises its legal obligations under all relevant legislation and codes of practice.
3. Will allow staff to pursue any matter through the internal procedures which they believe has exposed them to inequitable treatment within the scope of this policy.
4. Will ensure that all managers understand and maintain their responsibilities and those of their team under this policy.
5. Will offer opportunities for flexible working patterns, wherever operationally feasible, to help employees to combine a career with their domestic responsibilities.
6. Will provide equal opportunity to all who apply for vacancies through open competition.
7. Will select candidates only on the basis of their ability to carry out the job, using a clear and open process.
8. Will provide all employees with the training and development that they need to carry out their job effectively.
9. Will provide all reasonable assistance to employees who are or who become disabled, making reasonable adjustments wherever possible to provide continued employment. We will ensure an appropriate risk assessment is carried out and that appropriate specialist advice is obtained when necessary.
10. Will distribute and publicise this policy statement.

## Recruitment of ex-offenders

As an organisation assessing applicants' suitability for positions which are included in the Rehabilitation of Offenders Act 1974 (Exceptions) Order using criminal record checks processed through the Disclosure and Barring Service (DBS), Darwin complies fully with the code of practice and undertakes to treat all applicants for positions fairly

Darwin undertakes not to discriminate unfairly against any subject of a criminal record check on the basis of a conviction or other information revealed

Darwin can only ask an individual to provide details of convictions and cautions that Darwin are legally entitled to know about. Where a DBS certificate at either standard or enhanced level can legally be requested (where the position is one that is included in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 as amended, and where appropriate Police Act Regulations as amended).

Darwin can only ask an individual about convictions and cautions that are not protected.

Darwin is committed to the fair treatment of its staff, potential staff or users of its services, regardless of race, gender, religion, sexual orientation, responsibilities for dependants, age, physical/mental disability or offending background.

This is Darwin's written policy on the recruitment of ex-offenders, which is made available to all DBS applicants at the start of the recruitment process.

Darwin actively promotes equality of opportunity for all with the right mix of talent, skills and potential and welcome applications from a wide range of candidates, including those with criminal records.

Darwin select all candidates for interview based on their skills, qualifications and experience.

An application for a criminal record check is only submitted to DBS after a thorough risk assessment has indicated that one is both proportionate and relevant to the position concerned. For those positions where a criminal record check is identified as necessary, all application forms, job adverts and recruitment briefs will contain a statement that an application for a DBS certificate will be submitted in the event of the individual being offered the position.

Darwin ensures that all those in Darwin who are involved in the recruitment process have been suitably trained to identify and assess the relevance and circumstances of offences.

Darwin also ensures that they have received appropriate guidance and training in the relevant legislation relating to the employment of ex-offenders, e.g. the Rehabilitation of Offenders Act 1974.

At interview, or in a separate discussion, Darwin ensures that an open and measured discussion takes place on the subject of any offences or other matter that might be relevant to the position. Failure to reveal information that is directly relevant to the position sought could lead to withdrawal of an offer of employment.

Darwin makes every subject of a criminal record check submitted to DBS aware of the existence of the code of practice and makes a copy available on request.

Darwin undertakes to discuss any matter revealed on a DBS certificate with the individual seeking the position before withdrawing a conditional offer of employment.

## Confidentiality

It is a condition of your employment that you have a duty of confidentiality with regards to Darwin.

During the course of your employment you may find yourself in possession of sensitive information, the disclosure of which could be construed as a breach of confidentiality. It is a condition of your employment that you have a duty of confidentiality to Darwin, and you must not discuss any sensitive or confidential matter whatsoever with any outside organisation including the media.

You must not disclose any information of a confidential nature relating to Darwin's business or trade secrets or in respect of which Darwin owes an obligation of confidence to any third party during this employment or at any time after the termination of the employment except in the proper course of your employment.

Any such breach of confidentiality would be deemed as gross misconduct except as otherwise provided or as permitted by any current legislation (e.g. the UK Public Interest Disclosure Act 1998) and could lead to your dismissal.

## Data Protection

Darwin will comply with all statutory requirements of Data Protection law including the requirements of the General Data Protection Regulations (GDPR). The terms 'personal data', 'sensitive personal data' and 'processing' each has the meaning attributed to it by the Data Protection Act 2018 and the GDPR. Any personal or sensitive information on an individual which Darwin holds is covered by this legislation. This includes information contained within emails too.

If you are a user of such information you need to be sure that you are not breaching any data protection rules when you store or use information and when you write and send emails. This could include but is not limited to:

- Using data which has not been kept up-to-date.
- Passing on or processing personal information about an individual without their consent.
- Keeping personal information longer than necessary.
- Sending personal information outside the country.

If any breach of data protection rules is discovered such as the leaking or hacking of personal or sensitive data, this should be reported immediately to Darwin's Operations Manager, and any immediate action should be taken to close down such leaks. Darwin's Operations Manager will ensure this is properly investigated and the appropriate reporting actions taken if necessary.

Employees can request access to the information held on them by Darwin. All requests by employees to gain access to such records should be made in writing. There is no charge for this service.

### *Subject Access Requests*

If you receive or wish to make a subject access request you should refer this immediately to Darwin's Operations Manager.

Your first challenge may be to reliably identify when you receive a subject access request. For example, messages through social media or emails, along the lines of "what information do you have on me?"

There are strict deadlines for response, so please contact Darwin's Operations Manager immediately for guidance if you are unsure if you have received a subject access request or not.

### *Changes in Personal Information for Employment Purposes*

It is important that Darwin's employee records are correct, as inaccurate or out of date information may affect your salary or cause difficulties in situations where contact is required for emergencies. You must notify your Line Manager immediately of all changes in the following personal information:

- Name
- Home address
- Marital status
- Telephone number and email address
- Bank account details
- Examinations passed or Qualifications gained
- Emergency contact information
- Driving licence endorsements or penalties (if you are required to drive on Darwin business)
- Criminal charge, caution or conviction
- Conflict or potential conflict of interest

## Performance Review Framework

Darwin performance reviews are designed to help employees and managers set objectives and make learning plans. Reviews are confidential meetings between the line manager, employee and the Darwin HR operations manager. The employee’s mentor may also be invited for part of the meeting.

Line managers will schedule a minimum of two formal performance reviews per year for each employee. They may also choose to schedule more performance review meetings, and they may also provide more regular or ad-hoc feedback while working together with the employee. Employees are encouraged to approach their line manager at any time if they have any questions about their performance or development.

### Probation

The probationary period is usually 13 weeks long, though this may be reduced or extended depending on your role and level of experience. Probation has a two-stage review process.

The first review happens after six weeks: this is less formal as it is designed simply to check how the employee is settling in their new role, and to explain the performance review process. No indicative performance rating is given at this stage, as the employee is still too new, but the rating system is introduced by the manager alongside objectives and expectations.

The second performance review happens at the end of the probationary period. This is the first formal review, so the employee should draft their review record in advance of the meeting. At this review, the line manager will confirm the probation review outcome, which may be pass, extend, or not pass. The manager will also provide the first indicative performance rating.

### Regular Performance Reviews

Darwin performs regular formal performance reviews twice annually: a **mid-year review** and an **annual appraisal** towards the end of the year. Depending on when you started at Darwin, if your probation review happens close to the time of a regular review, we may decide to merge the two.

### Performance Ratings

The first indicative rating is given at the probation review. Ratings are then typically given twice yearly. An indicative rating is given at the mid-year review and the final performance rating is given at the end-of-year annual appraisal. Salaries may also be reviewed at the end of the year.

Performance rating key	
Performance ratings are given periodically alongside formal performance reviews. Darwin’s senior leadership team also consider performance ratings when deciding pay rises and bonuses.	
Rating	Description
Poor	Employee performance, attitude, conduct, or attendance is below acceptable standards. Employee does not absorb manager feedback and has shown little to no improvement. Manager may decide to take disciplinary action.
Underperforming	Employee performance is not meeting expectations. Manager may decide to provide additional support, training, and/or more frequent supervision.
Good	Employee is meeting all expectations in a professional and timely manner.
Great	Employee is meeting expectations and also exceeding expectations in some areas. May be ready to take on additional responsibility.
Amazing	Employee is exceeding expectations in most or all areas, proactively goes the extra mile, and is recognised as a role model by their peers. A really extraordinary individual who merits extraordinary recognition.

## Pay, Benefits and Pension

Darwin offers its staff competitive pay and benefits, and as standard pays standard employer pension contributions.

### Salary

Salaries are paid monthly in arrears on the last day of each month by direct transfer to your designated bank account. Usually payment arrive the same day, but bank processing times do vary so sometimes the payment will not appear until the following day.

Your basic pay was outlined in your letter of appointment / statement of terms and conditions. Any subsequent amendments to your basic pay will be notified to you in writing by Darwin.

Part-time employees will be paid on a pro rata basis based on the hours they work. In all other aspects, their salaries will be paid in accordance with the pay arrangements for full-time employees of Darwin.

If any queries arise with regard to pay, or if it looks as if a mistake has been made, speak to Darwin's Operations Manager immediately so that they can take appropriate action. Unless agreed otherwise, any pay errors, whether of over or underpayment, will be rectified in the next salary payment.

Appropriate deductions will be made from pay including income tax and National Insurance contributions (NICs), which are subject to each employee's earning level, family status and the number of hours worked.

### Income Tax

If there are any changes in your personal circumstances which will affect your tax status, you should notify the Inland Revenue, who will automatically inform Darwin of any changes to your tax code. Contact details can be found here: <https://www.gov.uk/contact-hmrc>.

### Overtime

Overtime is defined as all hours worked in excess of your full time contracted hours, which has the prior explicit approval of Darwin's Operations Manager.

Overtime is payable to posts which have been specifically designated as qualifying for overtime payment. If this applies to you this will be specified in the schedule of your employment contract.

### Expenses

You will be reimbursed for any reasonable business expenditure, subject to our Expenses Policy below. Expenses are normally reimbursed at the same time as your monthly salary.

### Bonuses

Darwin staff may receive a bonus if both they and Darwin have performed well. Bonuses are not guaranteed contractually and are paid at Darwin's absolute discretion.

### Pension

You will be automatically enrolled in Darwin's NEST Pension scheme, details of which you should have received when you started (if you have not yet received this please speak to Darwin's Operations Manager). You may elect to opt out of the scheme if you so wish. Please note that Darwin cannot advise you on whether you should join or not. If you are unsure, you should seek independent financial advice.

## Benefits

Darwin regularly reviews the benefits it offers to staff. In addition, to enhanced annual leave entitlement and occupational sick pay, the following benefits are also offered to all staff:

### *Flexible working*

Darwin always tries to support staff who would like to work flexibly, right from day one of their employment with us. If you would like to request flexible working, please speak to your line manager and Darwin's Operations Manager, who will explore the options with you.

### *An extra day off for your birthday*

In addition to the annual leave entitlement, every staff member can choose an extra day off to take for their birthday. This can be on the day itself, or any other day as agreed with your line manager.

### *Refreshments at work*

Darwin will reimburse reasonable costs of refreshments, such as hot drinks, soft drinks, snacks, or lunch, that you might buy when you're travelling on business or when you're working in-person at one of our locations. Wherever possible, you should choose the subsidised canteens or restaurants that are available on the campuses where Darwin's labs are based.

Please note that refreshments bought while working from home cannot be expensed.

### *Investment in Training and CPD*

Darwin is proud to support staff in building their skills and continuous professional development. Staff interested in taking a course of study, examinations to enhance their qualifications, or acquiring knowledge resources may be eligible to receive a contribution from Darwin towards the costs of their CPD. If you are interested, speak to your line manager to explore if you would be eligible.

Darwin is reviewing the benefits on offer and may look to expand the standard benefits package. We encourage staff to share their feedback and suggestions regarding this.



## Approval

When claiming expenses which require approval, then written approval must be obtained in advance as follows:

- **Expenses up to £50:** approval from Darwin's Operations Manager;
- **Expenses greater than £50:** approval from one of Darwin's Directors.

## VAT, Invoices and Receipts

Invoices and receipts in respect of all expenses claimed should be obtained and provided to Darwin's Accountant, along with completed expense claim forms and written approval, for processing at least five business days before the end of each calendar month.

This is especially important when purchases include VAT. If you are not provided with a VAT receipt or invoice by default, please ask for one when making the purchase you wish to expense – all VAT registered businesses are obliged to provide a VAT invoice upon request.

## Travel expenses

You do not need prior approval for travel expenses, but you should not be travelling to any location unless your line manager or Darwin's Operations Manager have specifically asked you to. Darwin reserves the right to refuse to refund expenses for unnecessary travel.

- Expenses for travel to and from your ordinary place of work or base location, as set out in your employment schedule, are your responsibility and cannot be claimed back.
- ✓ Expenses for necessary travel from your base location to another Darwin location can be claimed back.
- ✓ Expenses for travel from your base location to any other location that we ask you to travel to can be claimed back.

We expect you to use a reasonable travel method and to choose the most economical and cost-effective travel ticket available and book as early as possible. Receipts for travel tickets must always be provided, as should receipts for fuel or parking permits if applicable.

First class travel and business class travel cannot be expensed unless it is cheaper than economy travel or if no other travel ticket is available. In either case you must, prior to purchasing the ticket, obtain prior written approval.

Where it is more economical than alternative means of travel, cars may be used or hired. Full insurance cover should be purchased at the time of hiring a car. If you use your own vehicle, it is your responsibility to ensure you have adequate insurance including commuting and business use as appropriate, and you can claim expenses based on the mileage travelled. When claiming for miles travelled in your own car, the mileage log section of the monthly expense claim form should be fully completed. Fuel receipts covering at least the miles claimed for should be provided with the monthly expense claim form.

If fuel receipts are not available at the time of submitting the monthly expense claim form, they should be provided to Darwin's Accountant as soon as possible thereafter.

Parking fines or penalties will not be reimbursed unless there are exceptional circumstances and this is at the discretion of Darwin's Operations Manager. Under no circumstances will speeding or any other form of traffic violation penalty or fine be reimbursed.

- Car mileage for business use is paid at 45 pence a mile for the first 10,000 miles and 25 pence a mile after that.
- Motorcycle mileage for business use is paid at 24 pence a mile.
- Pushbike mileage for business use is paid at 20 pence a mile.

Subsidiary expenses such as parking fees, tolls and congestion charges may be claimed when reasonable and necessary.

You may be asked to consider alternative travel arrangements (such as rail) for long journeys as this may prove safer, cheaper and allow continued working.

Where it is in the interest of business efficiency or value for money (i.e. groups travelling together) taxis may be used and the fares claimed. Claims must be supported by receipts.

### Accommodation expenses

Where you are required to stay overnight on business travel, accommodation expenses can be claimed back. You are expected to choose the most cost-effective and reasonable accommodation option, and obtain prior approval.

### Meal and refreshment expenses

Where a hotel booking includes breakfast, lunch or dinner as part of the agreed rate, staff should try to avail of this where possible and not claim for meals additionally. When meals are not included in the cost of accommodation while you are on business travel, you will be reimbursed for the cost of your meals.

When you are asked to travel on Darwin business, or when you are working at one of Darwin's locations, you can claim back reasonable costs for refreshments, including hot drinks and soft drinks, snacks, and lunches. Wherever possible, you should choose the subsidised canteens or restaurants that are available on the campuses where Darwin's labs are based.

Subsistence expenses relating strictly to Darwin employees only may be claimed for. For meals with non-Darwin employees present, please see the Entertainment section below.

### Entertainment expenses

Unless you are a budget-holder, you are not permitted to claim back expenses for entertainment, including but not limited to any team bonding activities or meals. If you are a budget-holder, you should agree entertainment expense limits with Darwin's Directors, prior to incurring any expenses.

Entertainment includes meals or other entertainment expenses incurred with non-Darwin employees, such as suppliers and customers.

### Training and CPD expenses

Darwin is keen to support employees in their continuous professional development, and there is a discretionary budget available for training costs. All training must be agreed in advance with your line manager.

Without exception, written approval must be obtained *prior to* incurring any training-related expenses. This includes but is not limited to booking a place on a training course, enrolling on any programmes, purchasing books or materials, or ordering a certificate.

In some cases, it may be more appropriate for Darwin to pay invoices directly to the training provider, and if so you should contact Darwin's Operations Manager to enquire. For example, this

would be appropriate if a discount would be available in this way, or if it would be difficult for you to pay the cost upfront yourself.

If your employment with Darwin is terminated within a year of you completing any training which Darwin has funded, you may be required to repay in full all related expenditure within 30 calendar days of your employment terminating. Darwin may deduct the total cost from your final salary payment, and send you an invoice for the remaining amount if your final salary payment does not cover the entire cost of the training-related expenditure.

Darwin will not seek to recoup training-related costs if the reason for the termination of your employment is redundancy.

### Eye tests

If in the course of your job you must regularly use display screen equipment (DSE) for extended periods of time, Darwin will reimburse the cost of an eye test upon request and at reasonable intervals thereafter upon further request, up to a maximum value of £30 per eye test.

Before booking an eye test, you should obtain written approval from Darwin's Operations Manager. You should then arrange and attend your eye test appointment. Darwin will not reimburse the cost of missed appointments, unless there are exceptional circumstances and this is at the discretion of Darwin's Operations Manager.

If your optician advises that you require special glasses prescribed for the distance the DSE is viewed at, then Darwin will reimburse the cost of basic single vision glasses. If your optician recommends an ordinary glasses prescription, then Darwin will not reimburse any costs relating to this.

To claim back expenses for eye tests or glasses, you will need to complete an expenses form and submit this together with copies of all the relevant receipts/invoices. If claiming for a glasses prescription, you will also need to provide a written statement or prescription from your optician that states that the glasses are required specifically for DSE work.

### Other expenses

Ordinarily, there should not usually be a need for you to incur other types of expenses.

However if you think you will incur other expenses, then prior to incurring the expense you must obtain written approval.

### Mistakes

If you realise that you have made a mistake in submitting a claim, we expect you to raise it with your line manager and report it immediately to Darwin's Operations Manager and Darwin's Accountant so that errors can be redressed.

There is nothing to fear from an isolated honest mistake, but other breaches of this policy may result in more serious consequences, including disciplinary proceedings. In particular, dishonest breaches of this policy are a very serious matter, and may be considered gross misconduct.

## Leave and Holidays

### Holidays/Annual leave

Darwin employees whether part-time or full-time are entitled to 5 weeks' paid annual leave plus bank holidays, and an extra day off for their birthday.

A week's leave allows you to be away from work for a week – that is the same amount of time as your working week. If you do a five-day week, you are entitled to 25 days leave per year, if you do a four-day week the entitlement is 20 days leave etc. Darwin's Operations Manager will let you know your annual leave entitlement for the current leave year.

Holidays must be agreed with your manager as early as possible. Darwin will where possible try to accommodate individual preferences for holiday dates but the needs of the business may have to take precedence, particularly where short or inadequate notice is given.

Please also note the following:

- The holiday year runs from 1st January to 31st December.
- Leave for employees joining after the start of the leave year accrues at the rate of one twelfth of the annual entitlement for each complete calendar month of service
- Holiday pay in lieu of accrued leave will be paid only on termination of employment and will normally be subject to a maximum of 10 working days.

### Sick Leave and Pay

If you are unwell and unable to work, you should inform your line manager as soon as possible and in any event by no later than 9:30am on the first day of absence. You should keep your line manager informed of how long you expect to be absent and a brief explanation of what steps you are taking to treat your illness or injury.

If you are absent from work for more than seven calendar days (including weekends) then you must provide a Medical Certificate or Fit Note from your doctor on the eighth day of sickness and thereafter to cover the entire period of your sickness.

#### *Statutory sick pay*

Most employees have a right to statutory sick pay (SSP) as long as they earn more than the lower earnings level. SSP is not however payable for the first three qualifying days of absence. (A qualifying day is a day on which you are normally expected to work under your contract of employment).

There is a limit of 28 weeks' SSP in any one period of sickness or linked periods. (Periods of sickness are said to be linked if the second period starts within eight weeks of the end of the first period.)

SSP is paid in the same way as ordinary pay and is liable to tax and National Insurance contributions.

#### *Occupational sick pay*

Occupational sick pay (OSP) is entirely at the discretion of Darwin but will not be unreasonably withheld as long as you have passed your probationary period and you have complied with the notification requirements as outlined in your employment contract and have produced any necessary medical certificates, including self-certificates.

When assessing your eligibility for sick pay, the amount of time you have had off that year will be taken into account. Ordinarily, Darwin will pay OSP at 100% of your normal rate of pay for up to one month (roughly up to 23 of your ordinary working days) in a calendar year, or pro-rata equivalent.

Darwin reserves the right to refuse to pay sick pay if it has reasonable cause to think that an employee is not genuinely sick, if it has cause to believe that an employee is abusing the sick pay scheme, if an employee has failed to comply with the notification requirements, or has not supplied the appropriate certification. If the sick pay scheme has been abused, disciplinary action may follow.

Payments of sick pay may be terminated, suspended or reduced if an employee fails to notify the Darwin of relevant facts, or if their absence or continued absence is due to their taking an unwarranted risk (in or out of work), conducting themselves in a way that prejudices their recovery, abusing alcohol or drugs or other substances, or recklessly endangering the health and safety at work of themselves and others.

## Maternity, Paternity and Parental Leave and Pay

### *Maternity Leave*

Pregnant employees will be entitled to take 26 weeks' Ordinary Maternity Leave and 26 weeks Additional Maternity Leave, irrespective of their length of service or the number of hours worked each week.

You may not return to work during the two weeks immediately following the birth of your child (four weeks for women who work in factories).

You are free to choose when you would like your maternity leave to start, however, the earliest you can choose to start your maternity leave is during the 11th week before the expected week of your child's birth.

In certain circumstances, your maternity leave may start automatically earlier than the date you chose as the start date for your maternity leave. This applies where you are absent from work wholly or partly because of pregnancy at any time during the four weeks before the expected week of childbirth or if you give birth early.

### *Maternity Pay*

If you have at least 26 weeks' service by the end of the 15th week before your child is expected to be born, you may be entitled to Statutory Maternity Pay (SMP), provided your average weekly earnings are at or above the Lower Earnings Limit for National Insurance.

SMP is payable for 39 weeks. For the first six weeks, SMP will be paid at 90% of your average weekly earnings. For the remaining 33 weeks, SMP will be paid at the standard rate which is prescribed by regulations and is adjusted from time to time. Darwin will inform you of the applicable rate. If your average weekly earnings fall below the standard rate, SMP will be paid at 90% of your average weekly earnings throughout.

SMP will be paid subject to deductions for tax and National Insurance contributions in the normal way.

In order to be eligible for maternity leave and SMP, you are required to notify your line manager in writing by or during the 15th week before the expected week of your child's birth. You must inform your Line Manager of the following:

- you are pregnant
- the week in which your child is due
- the date you intended to start your maternity leave
- the date from which you will be claiming SMP

You should enclose a MAT B1 certificate with your written notification signed by your registered doctor or registered midwife to confirm the expected week of childbirth.

You may change the date you start your maternity leave providing you give at least 28 days' notice in writing of either the new start date or the original start date (whichever is earliest).

Within 28 days of receiving your notice, Darwin shall notify you in writing of the date when your maternity leave will end.

Prior to your departure on maternity leave, your line manager will meet with you to discuss your rights and entitlements during maternity leave, the possibility of flexible working on your return to work and the level of contact you would like with Darwin during your maternity leave. You should feel free to raise at this meeting any queries or concerns you have.

Your line manager may also offer you up to 10 days work during your maternity leave. It is up to you if you wish to work these days. The rate of pay for the work will be agreed in advance with you. Your right to maternity leave and SMP will not be affected.

During Ordinary Maternity Leave, you will continue to receive your contractual benefits and your normal terms and conditions will continue to apply, except for those terms relating to wages and salary. You will continue to accrue holiday.

During Additional Maternity Leave, the rights and obligations under your contract of employment are reduced, but you must still give notice in accordance with your contract of employment if you want to leave. In addition, you will continue to be bound by your obligations of confidentiality and loyalty. Only statutory holiday will accrue.

If any pregnant employees, or employees who have recently become mothers or who are breastfeeding are employed in positions which have been identified as posing a risk to their health and safety or that of their baby they will be notified immediately and arrangements will be made to eliminate the risks. If you have concerns about your own health and safety at any time you should consult Darwin's Operations Manager immediately.

You do not have to notify Darwin separately of your return date. It will be assumed that you will come back to work on the date Darwin has notified you is the end of your maternity leave period. However, if you wish to return to work before the end of your full maternity leave entitlement, you should give your line manager at least 4 weeks' notice in writing of your intended return date.

If you return to work immediately after a period of Ordinary Maternity Leave you will return to work in the same job you left before you started your maternity leave.

If you return to work from a period of Additional Maternity Leave, you will return to the same job you were employed to do. If this is not reasonably practicable, you will be offered a similar job on equally favourable terms and conditions.

If you decide not to return to work after maternity leave, you should confirm this in writing and give the notice required by your contract of employment.

On your return from maternity leave, your line manager will arrange a meeting with you to discuss any changes which have taken place during your absence. This will be an opportunity to discuss any issues relating to breastfeeding. You should also feel free to raise at this meeting any queries or concerns you have.

Parallel arrangements are available for the adoption of a child.

### *Paternity Leave and Pay*

Statutory Paternity Leave is a maximum of two weeks' leave, following the birth of a child, taken in order to support the mother or care for the new child. It can be taken as a single week or two consecutive weeks. It cannot be taken as odd days or as two separate weeks.

Statutory Paternity Leave must be taken within 56 days of the birth. If the baby is born earlier than expected, it must be taken within 56 days from the date the baby was due.

To qualify you must have worked for Darwin for at least 26 weeks by the end of the 15th week before the expected birth week.

Statutory Paternity Pay is paid at a fixed rate per week (determined in legislation) or 90% of average earnings if that is less. It is paid less tax and National Insurance contributions in the normal way.

During Statutory Paternity Leave, you are entitled to all of your normal contractual terms and conditions as if you were not absent, apart from basic wages and salary. You have the right to return to exactly the same job, on the same terms and conditions after Statutory Paternity Leave.

Paternity leave and pay are also available for the adoption of a child.

### *Shared parental leave*

This leave entitlement is designed to give parents / adopters more flexibility in how to share the care of their child in the first year following birth or adoption. If you are eligible you can share up to 50 weeks leave, you and your partner can decide to be off work at the same time and/or take it in turns to have periods of leave to look after the child.

To be eligible you must meet the following criteria:

- You (or your partner) must be entitled to maternity / adoption leave, or statutory maternity / adoption pay (or maternity allowance from the Government) and you must share the main responsibility for caring for the child with your partner. In addition, you and your partner will also be required to follow a two-step process to establish eligibility as follows:
- Step 1 - Continuity test: if you are seeking to take shared parental leave, one parent / adopter must have worked for the same employer for at least 26 weeks at the end of the 15th week before the week in which the child is due (or at the week in which an adopter was notified of having been matched with a child or adoption) and they should still be employed in the first week that shared parental leave is to be taken.
- The other parent /adopter has to have worked for 26 weeks in the 66 weeks leading up to the due date and have earned at least £390 in total in 13 of the 66 weeks (add up the highest paying weeks, they don't need to be in a row)
- Step 2 - Individual eligibility for pay: To qualify for shared parental pay the parent / main adopter must, as well as passing the Continuity test, also have earned an average salary of the National Insurance lower earnings limit or more for the 8 weeks prior to the 15th week before the expected birth / adoption.

### *Parental Leave*

As well as Shared Parental Leave, any eligible employee who has or expects to have responsibility for a child is entitled to take unpaid Parental Leave to care for that child. This includes the child's registered father or anyone who has or expects to have formal parental responsibility for the child.

To be eligible to take Parental Leave, an employee must have been employed by Darwin for at least one year.

Parental Leave consists of 18 weeks' unpaid leave for each child born or adopted, taken at any time up to the child's eighteenth birthday. Up to four weeks' Parental Leave can be taken in respect of each child, each year, in blocks of one week or more. Employees cannot take the leave in blocks of less than one week, unless the child is disabled. You must give your line manager at least 21 days' notice of your intention to take Parental Leave.

### Time Off For Dependants

You are legally entitled to take a reasonable amount of time off to deal with emergencies involving your dependants. This leave is called Time Off for Dependants, and is unpaid. This kind of time off can be taken, for example, if a dependant falls ill or is injured, has an incident at their school, gives birth, has care arrangements break down, or dies.

A dependant is your child (including adopted child), husband, wife or parent. It also includes someone who lives in your household (not including lodgers, tenants or employees), and someone who reasonably relies on you for care arrangements, such as an elderly relative.

### Compassionate Leave and Pay

Darwin may at its absolute discretion also provide paid compassionate leave in some instances for up to five days. This may happen in cases of trauma, bereavement, divorce or relationship breakdown, and similar, but this is not a contractual right.

Please speak to your line manager or Darwin's Operations Manager in the first instance if you have any queries about compassionate leave and pay.

### *Parental Bereavement Leave*

Should you suffer the loss of a child under the age of 18 or a stillbirth after 24 weeks of pregnancy, if you have 26 weeks' continuous service with us, you are legally entitled to two weeks' paid leave at the statutory rate. If you do not meet these criteria you will still be entitled to unpaid leave.

If your child is stillborn after 24 weeks of pregnancy, you are also entitled to statutory maternity or paternity leave and pay, in addition to the two weeks' paid parental bereavement leave which would take place after you finish your maternity or paternity leave.

## Leaving Darwin

Darwin recognises that our staff are our most valuable asset, and we are always open to hearing suggestions for how we can be even better. We want to retain our best people and we do that by developing them, and providing new and interesting challenges for them. However we also recognise that people's circumstances do change and sometimes they decide to move on.

### Notice Periods

Unless your employment is terminated by agreement, or specified otherwise in your principal statement of terms and conditions, you or Darwin are required to give a period of notice in writing as follows:

- one week's notice during the probationary period
- four weeks' notice after the probationary period is successfully passed
- five weeks' notice after five years, six weeks' notice after six years, and so on up to a maximum of 12 weeks' notice after 12 years or more.

These periods of notice will apply if you are dismissed on grounds of competence or if your dismissal is the result of disciplinary proceedings in circumstances where summary dismissal is not justified. Your employment may be terminated without notice where dismissal follows disciplinary proceedings.

### Working Notice

In all cases Darwin reserves the right to enforce your full notice period. Your full remaining annual leave entitlement should be taken during your notice period in agreement with Darwin's Operations Manager. Exceptionally, if this is not possible, Darwin may agree to make a payment in lieu of this.

If you resign and are in possession of Darwin property (including computer files), you should make your line manager aware of these, and arrange how they will be handed back to Darwin. You remain bound by the confidentiality arrangements outlined in your contract of employment during this period.

In exceptional circumstances, if deemed appropriate and as an alternative to working your notice, Darwin reserves the right either to transfer you to other suitable duties during your notice period or to require you to accept payment in lieu of any entitlement to notice.

### Other Conditions on Leaving

On leaving, Darwin will deduct from any money due to you such sums as you may owe to Darwin. These may include, but are not restricted to, any loans, relocation assistance, court orders and payment made for holidays taken in excess of entitlement.

If you leave without giving notice and without Darwin's agreement, you are in breach of your contract and you may forfeit some or all of any salary due to you.

Before leaving, you must hand over to your manager all articles belonging to Darwin including your ID badge and any documents, equipment and computer software used at home. Documents and software include (but are not limited to) correspondence, diaries, address books, databases, files, reports, plans, records or any other medium for storing information. You should not retain any copies, drafts, reproductions, extracts or summaries of documents and software.

After you have left Darwin, you must not:

- Solicit or seek to entice away any Darwin staff
- Use or divulge to any person or organisation any confidential information relating to the business of Darwin.

Should your employment be terminated following disciplinary action it is likely you will receive payment in lieu of notice. However, as there are numerous reasons as to why someone is dismissed, payment in lieu of notice will be reviewed on an individual basis taking into consideration the reasons behind the dismissal.

Should you be dismissed for reasons of gross misconduct, your employment will be terminated immediately without the benefit of notice or payment in lieu of notice.

### Retirement

In line with current legislation Darwin does not have an age where it expects employees to retire. It is however our policy to have regular discussions with all our staff where they can discuss performance and any development needs they may have, as well as their future aims and aspirations. Staff and their managers can also use this opportunity to discuss retirement planning should the employee wish to do so.

You should ensure that you inform your line manager and Darwin's Operations Manager at least 6 months where possible before you plan to retire to ensure all appropriate arrangements are made.

## Disciplinary Procedure

Darwin's Disciplinary Procedure will be used only when necessary and as a last resort. The procedure is intended to be positive rather than punitive but takes cognisance of the fact that sanctions may have to be applied in some circumstances.

An employee can discuss any part of this policy with their Union Representative or their line manager. They can help clarify an employees' rights as well as give guidance and support where it may be needed. Every individual has the right to representation from their trade union or a work colleague at any point during the disciplinary process.

The following action(s) may be taken as part of Darwin's Disciplinary Procedure depending on the severity of the situation:

- Warning (verbal or written)
- Personal Improvement Plan (PIP)
- Suspension
- Demotion, downgrading or transfer to another post
- Dismissal

Listed below are examples of misconduct which may be considered to be Gross Misconduct and may warrant a Final Warning, Demotion or Dismissal. It is stressed however that this list is not exhaustive and that on all occasions a full and proper investigation must take place prior to the issuing of a Final Warning, Demotion or Dismissal.

- Breach of the Darwin Code of Conduct.
- Theft, including unauthorised possession of Darwin property.
- Breaches of confidentiality, prejudicial to the interest of Darwin.
- Being unfit for duty because of the misuse/consumption of drugs or alcohol.
- Refusal to carry out a management instruction which is within the individual's capabilities and which would be seen to be in the interests of Darwin.
- Breach of confidentiality / security procedures.
- Bribing or attempting to bribe another individual, or personally taking or knowingly allowing another person to take a bribe.
- Physical assault, breach of the peace or verbal abuse.
- False declaration of qualifications or professional registration.
- Failure to observe Darwin rules, regulations, policies or procedures.
- Wilful damage of property at work.
- Incompetence or failure to apply sound professional judgement.
- Persistent lateness and poor time-keeping.
- Absence from work, including going absent during work, without valid reason, notification or authorisation.
- Smoking within unauthorised areas.
- Failure to work in accordance with prescribed procedures.
- Incompetence.
- Inadequate performance.
- Poor attitude towards colleagues or stakeholders.
- Unreasonable standards of dress or personal hygiene.

### *Process*

Formal investigations will typically be carried out by Darwin's Operations Manager, who may involve others to assist with the investigation process. All the relevant facts should be gathered promptly as soon as is practicable after the incident. Statements should be taken from witnesses at the earliest opportunity. Any physical evidence should be preserved and/or photographed if appropriate.

Each step of the disciplinary procedure will be taken without unreasonable delay and the timing and location of all meetings will be reasonable. The employee is entitled to be accompanied at any Step Two or Step Three meeting either by a colleague or a trade union representative of their choice unless such a request is deemed unreasonable by Darwin.

Darwin reserves the right to shorten, dispense with or extend this procedure in circumstances where the Employer feels such a decision is reasonable and in line with the guidance set out in the ACAS Code of Practice on Discipline and Grievance Procedures (as amended). Specifically, it may be that the procedure will be dispensed with entirely in the case of Employees with less than twenty-four (24) months service. Darwin also reserves the right to suspend any discipline and/or grievance procedures in order to explore resolution to the dispute via mediation.

The following procedure will apply in most cases of misconduct or where any disciplinary action (including dismissal for any reason) is contemplated (save for verbal warnings). It will be operated in line with the Employer's Equal Opportunities Policy and the Employment Act 2008.

#### *Step One: Statement of Grounds*

Darwin will set out in a letter the employee's alleged conduct or characteristics, or other circumstances, which resulted in Darwin contemplating dismissal or disciplinary action against the employee. This letter will have sufficient detail to enable the employee to prepare to answer the case at the meeting. Darwin will send the letter to the employee and invite them to attend a meeting to discuss the matter. The letter may be given by any person Darwin deems fit.

#### *Step Two: The Meeting*

No disciplinary action will be taken before the meeting, and the meeting will not be held until the employee has had a reasonable opportunity to consider their response to the information set out in the letter sent under Step One.

In the event that the employee wishes to call witnesses at the meeting, they must give advance notice of such a request, which shall be considered by Darwin having regard to all the circumstances. Both Darwin and the employee must take all reasonable steps to attend the meeting.

Where the employee is unwilling or persistently unable to attend a Step Two meeting without good cause, Darwin reserves the right to conduct the meeting in the employee's absence and make a decision on the evidence available.

After the meeting Darwin will inform the employee of their decision without unreasonable delay and notify the employee of their right to appeal against the decision if they are not satisfied with it. The meeting shall be conducted by the person or persons deemed fit by Darwin.

#### *Step Three: Appeal*

If the Employee wishes to appeal they should inform Darwin's Operations Manager and Darwin's Directors in writing of this (clearly setting out the grounds on which they wish to appeal) within five (5) working days of Darwin's decision being communicated to them. The basis of an appeal should normally relate to one of the following areas:

- That Darwin's procedures had not been followed correctly.
- That the resulting disciplinary action was inappropriate.
- That the need for disciplinary action was not warranted.
- That new information regarding disciplinary action has arisen.

Darwin shall then invite the employee to an appeal meeting which both Darwin and the employee shall take all reasonable steps to attend.

An appeal meeting shall be conducted by the person or persons deemed fit by Darwin and in any event (wherever practicable) will be conducted by a more senior representative of Darwin than he or she that conducted the Step Two meeting. After the appeal meeting Darwin will inform the employee of their final decision in writing.

#### *Disciplinary actions*

After the conclusion of any disciplinary procedure (whether in accordance with the above procedure or otherwise) Darwin may give a warning or in the case of gross misconduct may dismiss (with or without notice) depending on the circumstances of each case.

Darwin reserves the right to impose a disciplinary sanction such as demotion, loss of or reduction in pay, loss of status or seniority, or other sanctions to the employee following disciplinary action above.

#### *Warnings*

Darwin will issue warnings in the following sequence - First Written Warning, and then Final Written Warning - unless the gravity of the complaint/s against the employee justifies a stage being omitted.

A Written Warning will detail the nature of the misconduct and any improvement required and the consequence of any further misconduct or failure to improve within a set period. Any written warning will remain on the employee's personnel file for 12 months (unless a different period is stated), following which time it will be disregarded for disciplinary purposes. Darwin may also, where appropriate, issue verbal warnings.

#### *Personal Improvement Plan*

A personalised improvement plan (PIP) is an attempt to correct a situation and prevent it from getting worse without having to use the disciplinary procedure. Where improvement is required, the employee must be given clear guidelines as to:

- what is expected in terms of improving shortcomings in conduct or performance
- the time scales for improvement
- when this will be reviewed
- the employee must also be told, where appropriate, that failure to improve may result in formal disciplinary action

A record of the PIP should be given to the employee and a copy retained in their personnel file. It is imperative that the PIP should be followed up and improvements recognised and recorded.

If during the PIP it becomes clear that the matter is more serious, then the discussion should be adjourned, and pursued under the formal disciplinary procedure.

#### *Suspension*

Suspension may not necessarily constitute disciplinary action. The purpose of suspension is manifold and can be used when it is necessary to remove a member of staff from the workplace pending an investigation for example, to allow time for a 'cooling down period' for both parties, for their own or

others' protection, to prevent them influencing or being influenced by others or to prevent possible interference with evidence.

Only Darwin's Operations Manager in charge at that time or their superior, have the authority to suspend an individual.

An employee suspended from duty will receive written confirmation within three days of:

- the reason for the suspension
- the date and time from which the suspension will operate.
- the timescale of the ongoing investigation.
- the right of appeal to the immediate manager of the suspending manager should the suspension last more than 7 days

Suspension may be with or without pay.

#### *Demotion, downgrading or transfer to another post*

This action is appropriate when:

- previous attempts via the disciplinary procedure to rectify a problem have failed and this is a final attempt to solve a problem without having to dismiss an employee
- an employee is considered by the manager of the department to be incompetent or otherwise unfit to fulfil the duties for which he is employed but where dismissal is not thought to be appropriate

In cases where the action to demote, downgrade or transfer to another post have been taken, the employee will also be placed on a new period of probation as part of this action. The normal duration of probation is 13 weeks but this may be extended where Darwin deems this appropriate.

#### *Dismissal*

Dismissal is appropriate when:

- an employee's behaviour is considered to be Gross Misconduct.
- an employee's misconduct has persisted, exhausting all other lines of disciplinary procedure.

The letter confirming dismissal will contain the following information:

- the reason for dismissal and any administrative matter arising from the termination of their employment; and
- the employee's right of appeal and to whom they should make that appeal.

## Grievance Procedure

In the event of an employee considering raising a grievance because of a concern they have, it is preferable for this to be resolved between the employee and their line manager if possible. It is understood however that this is not always possible and that a formal procedure is required to ensure the swift and fair resolution of matters.

Each step of the grievance procedure will be taken without unreasonable delay and the timing and location of all meetings will be reasonable. The employee is entitled to be accompanied at any Step Two or Step Three meeting either by a colleague or a trade union representative of their choice unless such a request is deemed unreasonable by Darwin.

Darwin reserves the right to shorten, dispense with or extend this procedure in circumstances where the Employer feels such a decision is reasonable and in line with the guidance set out in the ACAS Code of Practice on Discipline and Grievance Procedures (as amended). Darwin also reserves the right to suspend any discipline and/or grievance procedures in order to explore resolution to the dispute via mediation.

Employees are encouraged to use this grievance procedure if they have any complaint regarding discrimination, harassment or if they wish to make a disclosure under the protection of the Public Interest Disclosure Act 1998.

Employees will not be subjected to any detriment for raising a grievance or an appeal in respect of a grievance decision whether or not it is upheld by the Employer

### *Step One: Statement of Grievance*

If the employee has any grievance relating to their employment including any aspect of the disciplinary procedure they should raise the matter in writing addressed to Darwin's Operations Manager and the Darwin Delivery Director.

### *Step Two: Grievance Meeting*

Darwin will then invite the employee to attend a meeting to discuss the grievance. This meeting will not take place unless the employee has clearly informed Darwin what the basis for the grievance was when they made their statement under Step One above, and until Darwin has had a reasonable opportunity to consider their response to that information. Both Darwin and the employee must take all reasonable steps to attend the meeting.

After the meeting Darwin will inform the employee of their decision as to their response to the grievance and what action (if any) Darwin intends to take to resolve the grievance, without unreasonable delay. Darwin will also notify the employee of their right of appeal against the decision. The meeting shall be conducted by whomever Darwin deems fit.

### *Step Three: Appeal*

If the employee wishes to appeal Darwin's decision they must inform Darwin in writing clearly setting out the grounds for their appeal and why they feel their grievance has not been satisfactorily resolved within five (5) working days of Darwin's decision being communicated to them.

Darwin shall then invite the employee to an appeal meeting which both Darwin and the employee will take all reasonable steps to attend. The appeal meeting will be conducted by the person or persons deemed fit by Darwin and in any event (wherever practicable) will be conducted by a more senior representative of Darwin than he or she that conducted the Step Two meeting. After the appeal meeting Darwin shall notify the employee of their final decision.