

SECTION 3: ADDITIONAL COMPANY PROCEDURES AND INFORMATION

3.1 GRIEVANCE and DISCIPLINARY PROCEDURE

1 Introduction

- 1.1 This policy outlines the Company's policy on Grievance.
- 1.2 This represents the law at the date of this policy and may need to be amended in light of future changes in the law.
- 1.3 The policy is designed to be as comprehensive as possible. However, if you have any questions regarding this policy, please contact your line manager or the General Manager.

2 Grievance

- 2.1 Grievances may be concerned with a wide range of issues, including the allocation of work, the working environment or conditions, the opportunities given to employees for career development or the way in which employees have been managed.
- 2.2 The Company believes all employees should be treated fairly and with respect. If an employee is unhappy about the treatment they have received or about any aspect of their work, they should discuss this with their line manager, who will attempt to resolve the situation on an informal basis.
- 2.3 If the employee feels they are unable to approach their line manager directly, or they prefer to discuss their grievance with a person of the same sex, they should approach the HR Administrator for their Hotel or the General Manager or the Training & Development Manager, who will discuss ways of dealing with the matter.
- 2.4 Where attempts to resolve the matter informally do not work, the employee may wish to raise a formal grievance.
- 2.5 Any complaints that an employee may have about any disciplinary actions taken against them should be dealt with as an appeal under the disciplinary procedure.
- 2.6 Grievances raised whilst an employee is subject to disciplinary proceedings will usually be heard only when the disciplinary process has been completed. Insofar as a grievance has any bearings on the disciplinary proceedings, the disciplinary process may be adjourned to investigate the matter or it may be raised as a relevant issue in the course of those proceedings.
- 2.7 Employees must take all steps to attend meetings and at all stages of the grievance procedure, employees will have the right to be represented by a companion who is a fellow employee. Please see section 4 for information on the role of the companion.

- 2.8 The grievance procedure is of a policy nature and does not form part of employees' contracts of employment.

3 Formal Grievance Procedure

3.1 Stage one – Making the Complaint

- i) An employee wishing to formally raise a grievance must set out the issue in writing to their line manager, making it clear that the matter is being raised as the first stage in the grievance procedure. If the employee's grievance relates to your line manager, the complaint may be sent to the General Manager, who will appoint a manager to investigate the case.
- ii) The written statement will form the basis of the subsequent hearing and any investigations, so it is important the employee sets out clearly the nature of their grievance and indicates the outcome they are seeking.
- iii) Before proceeding to a full grievance hearing, it will be necessary to carry out investigations of any allegations made by the employee, ensuring the confidentiality of the grievance process is respected. This may result in suspending individuals involved whilst investigations take place.

3.2 Stage Two – Grievance Hearing

- i) Within 1 week from receiving the formal written complaint, the line manager (or designated manager) will arrange a meeting to discuss the grievance. The employee may be accompanied by a companion who is a fellow employee.
- ii) The employee should ensure that they attend the meeting at the specified time. If they are unable to attend because of circumstances beyond their control, they should inform [their line manager / the designated Manager] as soon as possible. If the employee fails to attend without an explanation, or it appears that the employee has not made sufficient attempts to attend, the hearing may take place in their absence.
- iii) Following the meeting, the employee will be informed in writing of the outcome within 2 weeks and told of any action that the Company proposes to take as a result of their complaint.

3.3 Stage Three - Appeal

- i) If the employee is dissatisfied with the outcome, they may refer the matter in writing to the Finance Director (or alternatively to the Managing Director if the Finance Director has been involved in the Grievance process so far). The employee should clearly state the grounds of their appeal within 1 week from the written notification of the outcome of the grievance.
- ii) A meeting to hear the appeal will normally be held within 2 weeks from receipt of the request and the employee has the right to be accompanied as previously outlined.

- iii) The employee should ensure that they attend the meeting at the specified time. If they are unable to attend because of circumstances beyond their control, they should inform the member of Senior Management conducting the Appeal as soon as possible. If the employee fails to attend without an explanation, or it appears that the employee has not made sufficient attempts to attend, the hearing may take place in their absence.
- iv) The appeal will be conducted by a designated member of senior management, e.g. usually the Managing Director (or alternatively the Chairman if the Managing Director has been involved in conducting any other part of this particular Grievance so far). They will consider the grounds that the employee has put forward and assess whether or not the conclusion reached in the original grievance hearing was appropriate.
- v) The appeal hearing is not a rehearing of the original grievance, but rather a consideration of the specific areas with which you are dissatisfied in relation to the original grievance.
- vi) Following the appeal meeting, the employee will be informed of the outcome in writing within 1 week. The outcome of this meeting will be final.

4 The role of the companion

4.1 The companion can:

- Address the hearing to put and sum up the employee's case
- Respond on behalf of the employee to any general views expressed at the meeting
- Confer with the employee during the meeting.

4.2 The companion does not:

- Have the right to answer questions on the employee's behalf
- Address the hearing if the employee does not wish it
- Prevent the Company's representative from explaining their case.

3.1.2 Disciplinary Procedure

1. Introduction

1.1 This outlines the Company's policy and procedure on Disciplinary and does not form part of employee contracts of employment.

1.2 This represents the law at the date of this policy and may need to be amended in light of future changes in the law. (Also see related policies in Company Handbook such as Grievance Policy.)

1.3 The policy is designed to be as comprehensive as possible, however, if you have any questions regarding this policy, please contact your line manager or the General Manager.



2 Background and purpose of this policy/procedure

- 2.1 Beales Hotels is confident that all employees will conduct themselves in a professional and appropriate way to ensure excellent levels of service to guests, the well-being of colleagues, and to protect the Company's general reputation. However, occasionally, it is necessary to address performance or conduct which falls short of accepted standards.
- 2.2 The Company's policy is designed to promote a fair and systematic approach to the treatment of all employees and enable any team member whose performance and/or conduct has not at the required standard to make the necessary improvement (via the process in this policy).
- 2.3 The procedures do not replace day to day guidance and management and may not apply during the 13 week probationary period – within the 13 week probation the procedures may be amended or dispensed with altogether.
- 2.4 Where there is a failure to adhere to or maintain an acceptable level of performance or conduct line managers should take reasonable steps to help an employee to improve before disciplinary action is taken. This would involve explaining to the employee what the issue is, how it can be resolved, allowing time to improve and monitoring progress and may include taking the employee through a Performance Improvement Plan. There may be exceptions to using this informal approach such as those involving dishonesty or conduct of a criminal nature, whether inside or outside Beales Hotels, or other acts of gross misconduct.

3 Main Principles

- No disciplinary action will be taken against an employee until the case has been fully investigated;
- The Company will raise and deal with issues promptly and will not unreasonably delay meetings, or decisions;
- The Company reserves the right to suspend employees on full pay pending investigation into any matter which may potentially result in disciplinary procedure;
- At every stage of the procedure, the employee will be given full details of the nature of the problem and will be given the opportunity to explain their case before any decision is made;
- Employees must take all reasonable steps to attend meetings at all stages;
- Employees will have the right to be represented by a companion who is a fellow employee or relevant recognised Trade Union Representative. (This excludes Performance Improvement Plans, which are not part of the Company's formal Disciplinary Procedures);
- Employees will not ordinarily be dismissed for a first breach of discipline offence except in the case of gross misconduct. In cases of gross misconduct, the Company may dismiss without notice or payment in lieu of notice, unless there are exceptional mitigating circumstances;

- The Company reserves the right to implement the formal Disciplinary Procedure at any stage as set out in this policy (after Investigation) if the employee's alleged conduct warrants such action;
- The Company will endeavour to give Employees a minimum of 24 hours' notice that a disciplinary meeting will be taking place (where possible and appropriate).
- Where disciplinary action against an employee is expired, withdrawn or dismissed, no reference can be made to the information regarding the expired, withdrawn or dismissed disciplinary action and it cannot be used as evidence during the current disciplinary procedure meeting;
- Employees will have the right of appeal against any disciplinary sanction imposed;
- All proceedings (informal or formal) should, remain confidential (as far as possible);
- Time frames referred to in this policy may be amended if required by agreement between the employee and the Company.

4 Informal Disciplinary/Performance Management matters and minor performance/behaviour/conduct issues (including Performance Improvement Plans)

- 4.1 These will be dealt with informally as part of the day to day performance management process by the line manager. The line manager will meet with the individual to discuss the issue and make a brief file note about what has been discussed. The line manager may issue an informal verbal warning (not part of the formal Disciplinary Procedure). A copy of the discussion/meeting notes will be provided to the employee and will also be filed in their individual HR Personal File.
- 4.2 Managers may choose to implement a Performance Improvement Plan (PIP) in relation to minor performance/disciplinary matters and/or in some cases of inadequate performance and minor issues, so as to encourage a turn-around in performance/behaviour/conduct, before resorting to formal Disciplinary procedures.
- 4.3 Many minor issues may be dealt with as informal Disciplinary matters (including via Performance Improvement Plans), however the Company reserves the right to forego implementing informal procedures like PIPs and choose to instigate formal Disciplinary Procedures, e.g. in cases of repeated minor issues or in more serious cases, including potential misconduct, as and when appropriate.

5 Formal Disciplinary Offences Guideline

Breaches of the Company's standards of conduct or required performance that justify formal disciplinary action, fall into the following categories:

5.1 Inadequate Performance

5.1.1 Consists of failure to achieve or maintain job performance at a standard considered appropriate for the role.

5.2 Misconduct

5.2.1 Any breach or non-observance of the Company's rules, practices, Policies/procedures or a breach of accepted standards of behaviour. For example, these include (but are not limited to):

- Refusal or failure to carry out legitimate / reasonable management instructions
- Persistent bad timekeeping or poor attendance
- Unauthorised absence
- Negligence or behaviour likely to cause offence to guests, the general public or other employees.

5.2.2 Misconduct outside the Company, particularly where it may have a direct bearing upon Beales Hotels' operations or reputation, may also mean the employee is liable to disciplinary action.

5.3 Gross Misconduct

5.3.1 Consists of a serious breach of the Company's rules and practices, policies/procedures or a serious breach of accepted standards of behaviour, whether inside or outside the Company.

5.3.2 As a service business that prides itself on good quality customer care, it is vitally important that we are courteous to our guests at all times, even when they may be acting unreasonably or we are under pressure. Insulting remarks or behaviour to guests under any circumstances will be considered gross misconduct.

5.3.3 The following list illustrates other examples of gross misconduct (but are not limited to):

- Theft
- Fighting with or physical assault on another person
- Disregard for and/or non-compliance with the Company's rules, practices and policies/procedures
- Incapability through the influence of alcohol or non-prescribed drugs, incl. drink driving
- Possession, custody/control or use of illegal drugs on the Company's premises
- Negligence which causes significant loss, damage or injury
- Gross incompetence causing unacceptable financial loss
- Gross insubordination
- Acting in a manner contrary to the best interests of the Company including inducing or inciting other employees to leave their employment or inducing or inciting guests or suppliers to no longer deal with Beales Hotels
- Material breach of the Company's confidentiality and compliance procedures
- Serious infringement of Health and Safety rules
- Deliberate damage to the Company's property
- Non-compliance with the Company's policies on the use of IT, email and the internet
- Any act of harassment or discrimination
- Fraud and/or falsification of records
- Being found guilty of any criminal act or being guilty of any dishonesty or misconduct which in the opinion of the Company makes the employee unfit to

continue as an employee of Beales Hotels or which would be likely to adversely prejudice the reputation or interests of the Company

- In line with The Bribery Act 2010 engaging in active or passive bribery will be regarded as gross misconduct and may lead to dismissal

5.3.4 Other acts of misconduct may come within the general definition of gross misconduct.

5.3.5 This list is not exhaustive but indicates the Company's view of what would constitute an offence that may mean instant (summary) dismissal (as a result of formal disciplinary procedure).

5.3.6 Committing offences of a less serious nature for which formal warnings have already been given could also constitute gross misconduct, and may lead to dismissal e.g. if there is still a 'live' Final Written Warning on file.

6 Formal Disciplinary Procedure

Where performance or misconduct issues exist, despite informal discussions, the following procedure shall apply:

6.1 Investigation

6.1.1 An employee's line manager (or other designated supervisor/manager) will be assigned to promptly and thoroughly investigate any matter that is reasonably suspected or believed to contravene any of the Company's policies or rules or may otherwise be a disciplinary matter. Please note that, due to the nature of prompt investigation and in order to maintain confidentiality, it may not be possible to give individuals involved any advance notice of the Investigation meetings taking place.

6.1.2 There may be instances where suspension with pay is necessary while investigations are being carried out.

6.1.3 Whilst it is expected that most matters will be thoroughly investigated first, the Company reserve the right to dispense with an investigatory interview and invite the employee directly to a formal disciplinary meeting in certain cases, where appropriate.

6.1.4 Disciplinary meeting

6.1.5 After completion of an investigation, if there are reasonable grounds to believe that an employee has committed an act of misconduct/gross misconduct, the employee will be invited to attend a disciplinary meeting with their line manager or manager of a similar level.

6.1.6 The manager assigned to carry out the disciplinary will be known as the Disciplinary Manager and should ideally not be the same manager who carried out any Investigations before the Disciplinary process (where possible).

6.1.7 Employees will be given a written statement of the allegation/s and advised of the intention (where appropriate) to hold a disciplinary meeting, notice of the date, time, place, who will be present and their roles. Employees should be given a reasonable amount of notice of the Disciplinary meeting; the Company will

endeavour to give a minimum of 24 hours' notice of Disciplinary meeting taking place (where possible and if appropriate).

- 6.1.8 Employees will be given copies of supporting documents of evidence due to be presented at the meeting prior to the disciplinary meeting. Where appropriate, confidentiality of those involved will be respected at all times. This may mean withholding details of other employees, guests / others involved in the investigation and or disciplinary.
- 6.1.9 Employees will have the right to be accompanied at the disciplinary meeting by a work colleague or relevant recognised Trade Union representative only.
- 6.1.10 Employees will be given the opportunity to state their case; call witnesses; submit statements before any decision is made.
- 6.1.11 Employees must advise the Disciplinary Manager no later than 12 hours prior to the disciplinary meeting if they wish to bring a representative/companion, to call any witnesses and provide any documentation they will be using in their defence.
- 6.1.12 The Disciplinary Manager will coordinate the attendance of any witnesses the employee wishes to call. Witnesses will not be present throughout the disciplinary meeting. They will be called in, one by one, to give their evidence and asked to leave the meeting once they have done so.
- 6.1.13 Witness statements can be used instead of witnesses being present in person, as appropriate.
- 6.1.14 The disciplinary meeting may be adjourned if further investigations are needed. Employees will be given reasonable opportunity to consider any new information obtained before the meeting is reconvened.
- 6.1.15 When reaching a decision, the Disciplinary Manager conducting the disciplinary meeting will take into account the available evidence, the nature and consequences of the offence, and any mitigating circumstances, whether there are any other 'live' warnings and how the Company has dealt with similar cases in the past.
- 6.1.16 If it is decided following the disciplinary hearing to instigate a disciplinary outcome, one of the sanctions from sections 7, 8 or 9 of this policy may be applied.
- 6.1.17 When a decision has been reached by the Disciplinary Manager, the employee will be informed verbally of the outcome of the decision of any misconduct it is considered they have committed and the disciplinary sanction to be applied together with the reasons for the decision.
- 6.1.18 Following the disciplinary meeting, the employee will be informed in writing of the decision and their right to appeal as soon as possible, within 5 working days.
- 6.1.19 In cases of a formal verbal warning, formal written warning or final written warning, the letter will state the improvement required within a specified period expected and explain how the improvement can be achieved and the potential consequences of failing to do this.

- 6.1.20 The employee will be required to acknowledge receipt of the letter outlining the details of the warning and a copy should be forwarded to the HR Administrator, so that a record of the warning can be placed on the employee's personal HR file.
- 6.1.21 Warnings will remain active until the expiry date given (e.g. usually 1 year for a Written Warning, subject to the situation), after which time it will be removed from the employee's file and disregarded when deciding the outcome of future disciplinary proceedings.

6.2 Failure to Attend a Disciplinary Meeting

- 6.2.1 If an employee is unable to attend the disciplinary meeting and provides a good reason for failing to attend, an alternative date will be arranged.
- 6.2.2 If an employee is unable to attend the rescheduled meeting or chooses not to attend, unless there are special circumstances mitigating, the meeting may take place in the employee's absence. Their fellow worker or relevant recognised Union representative may attend in such circumstances and will be allowed the opportunity to present the employee's case. The employee will also be allowed to make written submission in such a situation.
- 6.2.3 If the employee is unable to attend due to long term sickness absence, the Company will request their permission to approach their GP or refer the employee to an independent occupational health provider to seek advice whether the employee is well enough to attend a disciplinary meeting, or how long before they will be well enough to attend.
- 6.2.4 If the illness is likely to be long term and the disciplinary matter is pressing, the Company may consider getting the employee to provide a written statement and asking them to nominate a representative to attend the meeting on their behalf.
- 6.2.5 If the employee is unable to attend a disciplinary meeting for a significant length of time, due to health reasons, the Company may put the disciplinary process on hold, or hold the meeting in the employee's absence and make a decision on the evidence available.
- 6.2.6 Company Sick Pay will not usually be paid to employees who are involved in any Investigation or Disciplinary process; they will be paid Statutory Sick Pay (subject to their compliance with SSP Regulations).

7 Disciplinary stages / sanctions

We aim to treat all employees fairly and consistently. Each case will be assessed on its own merits. Disciplinary action will only take place where it is decided that misconduct/gross misconduct had occurred and disciplinary action is appropriate.

Depending on the seriousness of the matter any of the following stages may be omitted, i.e. move directly to stage two or stage three as appropriate.

7.1 Stage One - Formal Verbal Warning

- 7.1.1 Employees may be given a formal verbal warning for a minor act of misconduct where they have no other active warnings on their disciplinary record.
- 7.1.2 The Head of Department will be advised in writing that a formal verbal warning has been issued.
- 7.1.3 A record of the warning will be placed on the employees personal HR file and will remain active until the expiry date given (e.g. usually 6 months for a formal Verbal Warning, subject to the situation), after which time it will be removed from the employees file and disregarded in deciding the outcome of future disciplinary proceedings.

7.2 Stage Two - Formal Written Warning

- 7.2.1 Any formal written warning will fall into one of two categories:
 - For poor performance: a formal warning that failure to improve performance during a specified time to an agreed standard may result in demotion or some other disciplinary action, or a final written warning which could result in dismissal.
 - For misconduct: a formal warning that further acts of misconduct within a specified time may result in demotion or some other disciplinary action, or a final written warning which could result in dismissal.
- 7.2.2 A first written warning will usually be given for (but is not limited to):
 - Misconduct or failure in performance is such that a formal verbal warning would be inappropriate; or
 - Minor misconduct where there is an active formal verbal warning on the employee's record and they have failed to improve or maintain the required performance, or persisted in minor breaches of conduct.
- 7.2.3 The warning will be placed on the employee's personal HR file and will remain active until the expiry date given (e.g. usually 1 year for a formal Written Warning, subject to the situation), after which time it will be disregarded in deciding the outcome of future disciplinary proceedings.

7.3 Stage Three — Final Written Warning/Dismissal

- 7.3.1 Final written warning may occur based on the below:
 - ***First act of misconduct or poor performance:*** if sufficiently serious, the employee may be issued a final written warning. This may happen where the employee's actions have led to, or are liable to have, a serious or harmful impact on the Company;
 - ***Following an initial formal written warning:*** if, at the end of the specified time of a formal written warning, there is insufficient progress, or another act of misconduct occurs during an active disciplinary warning period, the issue will be investigated and relevant information reviewed.
- 7.3.2 Following the disciplinary meeting, the Disciplinary Manager conducting the meeting will then decide to either:

- Issue a final written warning, agreeing a further period for improvement in performance (If there is no improvement to the required standard at the end of the specified time, it may result in further disciplinary or ultimately dismissal)
- In the case of misconduct, issue a final written warning confirming that any repetition may result in dismissal
- Carry out some other form of disciplinary action as listed in section 9
- Dismiss the employee (in cases of gross misconduct).

8 Dismissals

8.1.1 Before dismissal is implemented, the Disciplinary Manager *must gain sign off from a member of Senior Management* to proceed to dismissal.

8.1.2 The Disciplinary Manager can dismiss an employee in the following circumstances (but not limited to):

- Misconduct where there is an active final written warning on their record;
- Gross misconduct regardless of whether they have received any previous warnings.

8.1.3 Gross misconduct will usually result in summary dismissal, i.e. dismissal without notice or payment in lieu of notice. In cases of dismissal which do not involve gross misconduct, an employee would be given full contractual notice period, or payment in lieu of notice.

8.1.4 See section 10 of this document for the appeal procedure.

8.2 Dismissal Procedure

8.2.1 The employee will be invited to a meeting to discuss and inform them of a) the decision to dismiss them and b) of the right to appeal against that decision.

8.2.2 The employee must take all reasonable steps to attend meetings and at the meetings the employee is entitled to be accompanied by a fellow employee (or recognised relevant Trade Union Representative)

8.2.3 If the employee wants to appeal the decision, the employee must inform the General Manager in writing (see section 10 for the appeals procedure).

8.2.4. Any dismissal will be carried out in consultation with Senior Management.

9 Alternative Sanctions

9.1 In appropriate cases the manager/supervisor conducting the disciplinary meeting may consider some other sanction (less than dismissal), which includes, but is not limited to:

- Demotion
- Transfer to another department or job
- Period of suspension without pay
- Loss of seniority
- Reduction in pay
- Loss of future increment

9.2 These sanctions may be used in conjunction with a written warning.

10 Appeal Procedure

10.1 Disciplinary procedures are not invoked lightly. Employees are given the opportunity at every stage to state their case. However, if an employee feels that they have been treated unfairly or are dissatisfied with any decisions made, they have the right of appeal against any decision of the disciplinary procedure, and should follow the Appeals procedure as per the Company's Grievance Policy.

11 The Role of the Companion

11.1 The role of the companion is in line with the Company's Grievance Policy.

3.2 UNIFORMS

Those staff who are provided with a uniform must wear it on duty and take a pride in their appearance. You will be given a form to sign when the uniform is issued to you. The uniform remains the property of the Company and you will be liable to pay the listed price if you lose any of it. All staff will be provided with a name badge and must wear it on duty.



The way each individual presents him/herself is not only a personal statement but reflects upon the Company. **You represent the Company when you are on duty and meet customers. Your appearance, therefore, is important both for your and our image. Remember to wear your name badge.**

A smart appearance quietly emphasizes that you are organised and diligent and increases individual self-esteem - which in turn will inspire confidence from others. It is about little details we so often think people will not notice, yet which are generally the first things they see.

The Company asks you to wear a uniform – you need to look good in it. Keep it clean and well pressed. Attend to minor repairs immediately. These guidelines tell you what we expect:

- Hair**Kept clean and tidy and brushed before duty; tied back neatly if longer than jaw length. No extreme styles.
- Men**.....To be clean-shaven (or neat moustache).
- Ladies**To wear simple make up.
- Skirts**To be of a good working length (not too short or too long) and appropriate style. Kept clean and spot free.
- Trousers + tie**To be of appropriate style and kept spot free.
- Shirts/blouses**.....Should be clean and ironed for each duty. (No see-through blouses/shirts.)
- Tights/stockings**.....To be worn at all times, neutral colour, clean and ladder-free.
- Socks**To be worn at all times, black, clean and free of holes.
- Shoes**Black, of appropriate style and height, comfortable, kept clean and repaired. No high heels, platform soles, open toes, trainers etc.
- Hands and Nails**Kept clean; nails short, no nail varnish especially in food areas. No nicotine traces.
- Perfume/Aftershave**Of light aroma; no strong fragrances.
- Bath or Shower Daily**.....Unperfumed anti-perspirant / deodorant to be worn.
- Teeth**Should be cleaned daily and keep breath fresh.
- Jewellery**Should not be excessive and no body piercing with the exception of earlobes.
- Tattoos**Should be covered up while on duty.

3.3 STAFF ENTRANCES

Employees are required to enter and leave the Company premises by the Staff Entrances. The front door is for the sole use of guests only, or for those members of Staff whose duties require them to use it whilst on duty.

3.4 STAFF CAR PARKING

Employees are required to park their own cars in the areas allocated to them at their location of work. They should not utilise the main car parking area reserved for the use of guests' cars. Cars, bicycles etc. are parked at owner's risk.

At West Lodge Park cars must not be parked by the loading bay, nor by the skip, as in the event of a fire in the Boiler House the Fire Brigade may not be able to get to the boiler foam inlet which is situated just inside the loading bay.



3.5 COMPANY LEAVERS

Once staff have left the Company, for whatever reason, they are not allowed onto the premises for a period of six months after leaving and then only with the express permission of the General Manager.

3.6 NON SMOKING POLICY

The Government Legislation on smoking in public places became law on 1st July 2007. No smoking will be permitted at West Lodge Park or Beales Hotel within the buildings (this includes e-cigarettes etc). Staff may only smoke in the designated smoking areas; please refer to the Notice on display at your Hotel. If this Smoking Policy is contravened it will lead to Disciplinary Procedure.

For those who smoke and work front-of-house, please use a **breath freshener or mint** before coming on duty in order that our guests are not inconvenienced. If you are going to work after smoking please make sure you **wash your hands**.

3.7 VDU OPERATORS

The Company is willing to pay for eye tests at local optometrists for any staff who spend continuous spells of an hour or more using VDU screens on a daily basis. If lens prescriptions are required for specific use with VDU screens, the Company will pay up to a maximum of £50 only once in two years towards the bill, provided the estimate is agreed with your General Manager in advance.

3.8 INTERNAL VACANCIES

In each of the hotels there is a Staff Noticeboard, which is updated regularly and holds an up to date listing of all the vacancies that are currently available within the Group. Vacancies are also advertised on our Company Website under the 'Careers' section. We believe very strongly in promoting from within, so if you feel you are suitable for a position, please submit your application in writing to the HR Administrator for your Hotel.'

3.9 LONG SERVICE AWARDS

Beales Hotels are proud of the fact that a number of staff have long service with the company. This is recognised by a certificate after 5 years and a certificate and voucher on a five-yearly basis thereafter.

3.10 REDUNDANCY

It is hoped that you will not be faced with redundancy while you work with Beale's. However, if it does occur the Company will abide by the legislation set down in the Employment Protection (Consolidation) Act 1978.

3.11 LIQUOR LICENSING LAWS

This section relates to you if your job involves the service of alcohol.

The retail sale of intoxicating drinks can only be undertaken with a premises licence, alongside a Personal Licence.

There are many legal responsibilities for those holding this licence. In your hotel's case, this will be the Managing Director and your General Manager. A list of those authorised to sell alcohol by the designated premises supervisor is displayed behind the bar. There are serious fines and even prison sentences.

For those who do not abide by the licensing laws, so it is important, if part of your job involves service of alcohol, that you understand these laws:

a) Permitted Hours

Alcohol may only be served during certain times each day to non-residents, as follows:

West Lodge Park:	11.00 – 00.00	Daily
Beales Hotel:	10.00 – 01.00	Daily*

*Exception on New Year's Eve: 10.00 – 10.00 (all night)

At the end of the permitted hours, 20 minutes are allowed for customers to finish drinks they have already bought, or 30 minutes when bought with a meal.

There are some exceptions to the above when a hotel applies for a Supper Hour Certificate, Special Hours Certificate, or Special Order of Exemption, which relates to restaurant users and guests attending functions. You should check with your Manager as to whether any of these apply in your workplace.

Residents (hotel residents) are exempt from these permitted hours. They may be supplied with alcoholic drinks at any time and they may also pay for drinks for their private friends who are being entertained by them.

b) Permitted Persons

It is an offence to serve alcohol to anyone under the age of 18, or sell alcohol to anyone intending to give it to someone under the age of 18. The only exception to this is:

i) Young persons aged 16 or 17 may drink beer, port, wine and cider in an area set aside for the service of meals or drinks with a meal, provided the drinks are bought by a parent or guardian who is part of their group.

You are quite within your rights to ask for ID if unsure. It is also illegal for anyone under the age of 18 to sell and serve alcohol.

You must also refuse to serve alcohol to anyone who appears to be drunk, or the companion of a drunk person for the drunken person to drink. It is also illegal to serve a police officer on duty.

c) Weights and Measures

As well as laws on the above, there are also laws regulating the measure to be used when serving some drinks, as detailed below:

i) Beer and cider must be served in measures of pint, ½ pint, or multiples of ½ pint and should be served in government stamped glasses.

ii) Whisky, gin, rum and vodka must be sold in measures of 25ml, or 35ml or multiples thereof. Your hotel price list should specify whether you serve 25ml or 35ml measures.

iii) When wine is sold by the glass it must be served in measures of 125ml or 175ml, or multiples thereof. Both measures may be used in the same premises, but should be stated again on the menu or wine list.

Notices

Your hotel should always display details of their license as well as a price list and details of which measures are being used for gin, rum, whisky, vodka and wine. They must also display the law on selling of cigarettes where they are sold.

Tobacco

No tobacco should be sold to anyone under the age of 16.

IF IN DOUBT, PLEASE ASK YOUR MANAGER

3.12 LIVING-IN STAFF – RULES

i) Condition of Service

You are required to live in the staff accommodation on the hotel property as a condition of your employment. If your circumstances change and you prefer not to live on the premises you must apply for a vacancy among the living out positions. This application may or may not be granted.



a) Live-In Deposit - The Company will require all Live-In Staff to pay a deposit of £125, to be deducted from your first month's salary. In the few cases where it has *not* been possible to make this deduction, you will be required to provide payment for the deposit in cash when you move in or as soon as possible after this date (no later than 7 days after moving in).

When the member of staff leaves Live-In accommodation this deposit will be returned by cheque (as soon as is reasonably possible by the Company), *provided that*:

- ~ all relevant Uniforms/Safety Equipment and keys are returned to the person carrying out the Check-out Process (usually the Estates Manager or similar appropriate Manager/person) *and*
- ~ the room is left in a fit condition (as confirmed during the Accommodation Check-out Procedure), *and*
- ~ the relevant leavers termination paperwork (including details of a forwarding address) have been completed/provided.

The Company reserves the right to keep all or part of the deposit if all or part of the conditions are not met.

b) Use of Staff Accommodation

Staff Accommodation should be used for the purpose of accommodation only; staff are not permitted to carry out from the Staff Accommodation premises any profession trade or business (other than their employment with Beales Hotels), as this may have implications for the hotel, incl. may affect/invalidate insurance for the hotel premises.

ii. Pets

You are not allowed to keep a pet in your room, unless you have the permission of the General Manager.

iii. Insurance of Employees' Personal Effects

a) Fire

Employees' effects are covered under the Company's Fire Policy for an amount of £1,000 for each employee, with an excess of £250.00.

b) Burglary

Employees' effects are covered under the Company's Theft Policy for an amount of £1,000 for each employee, with an excess of £250.00.

There are certain limitations in this Policy whereby in the event of a theft of an employee's personal effects by another member of the staff, the loss is **NOT RECOVERABLE** and any cash stolen is **NOT RECOVERABLE** under any circumstances.

This Policy is only effective where entry to the employee's room is made by forcible and violent means, e.g. if entry is made through an unlocked door or open window the loss is **NOT RECOVERABLE**.

c) Recommendation

We would strongly recommend that all staff **INSURE THEIR OWN PERSONAL EFFECTS** against both fire and burglary. Clothing and personal possessions such as watches, jewellery, mobile 'phones, computers/laptops, etc. should be insured on an All Risks insurance policy which, subject to certain conditions, would cover any loss or damage by accident or misfortune.

d) We also recommend that all Live-In staff register with a local doctor and dentist.

iv. Licences for Television Sets

You will be responsible for obtaining a licence for yourself, in line with Government Legislation. Please note the licence law still applies if you watch any TV via a laptop or 'phone or similar device, incl. live TV, catch-up etc.



NEVER leave TV's or other electrical equipment (like computers, mobile 'phones, hair tongs etc.) on standby; they can cause fires.

v. Access and Search

The Company reserves the right to have access to your room and, if necessary, to search it and its contents. This may be to carry out works of maintenance or repair, for general inspections and/or in cases of emergency. This also applies to staff lockers in hotels.

vi. Disturbance / Causing Nuisance & Prohibited Behaviour

a) You must not make any loud noise – e.g. from music, TV, visiting guests and other sources which causes annoyance and nuisance to other persons living or working nearby. If disturbance continues this may be treated as a disciplinary offence.

b) Prohibited Behaviour

Live-In staff must not participate in, nor allow other individuals to participate in any prohibited/illegal behaviour within staff accommodation (incl. communal accommodation areas). If this occurs, it may be treated as a disciplinary offence.

vii. Visitors

No visitors will be permitted to stay in the staff bedrooms Accommodation overnight (including subletting to lodgers or paying/non-paying guests) except by special arrangements with the General Manager or his/her deputies. Unauthorised stays may be treated as a disciplinary offence.

viii. Cleanliness and Tidiness (incl. General Wear & Tear)

a) All staff are reminded that high standards of cleanliness must be maintained at all times.

The General Manager or his/her deputies has the right to ask you to tidy up and to keep your room clean. You are also responsible for cleaning the inside of your windows and public/shared areas inside and outside of your staff accommodation (including laundry facilities), in line with an agreed Staff Accommodation Cleaning Rota. Staff should empty their own bins regularly into the main hotel dustbins and should not leave rubbish outside staff accommodation. Failure to do so may result in your being asked to vacate your accommodation or may lead to formal disciplinary proceedings.

b) Hotel cutlery/china etc. used for staff meals should be returned to the hotel promptly after being used.

c) No damage should be made to Staff Accommodation and no adjustments/alterations/additions (e.g. putting up pictures/shelves, decorating, removing fixtures/fittings) should be made to Staff Accommodation, without permission of the General Manager or Estates Manager. Staff should request permission to make any changes to their staff accommodation via HR Form HR49b (available on the Staff Pages of the Company Intranet) and await approval from Senior Management & Estates.

ix. Drinking

Live-in Staff may not purchase beer, lagers, etc, from the bar. The Night Porter or any other members of staff are not to supply any members of staff with any drinks under any circumstances.

x. Smoking

Live-In staff will not smoke anything, nor allow any visitors to smoke anywhere inside Staff Accommodation; any smoking should take place outside the accommodation in designated smoking area(s) e.g. Smoking Shed (this includes e-cigarettes). As this is a potentially serious Health & Safety issue, continued smoking in staff accommodation may lead to formal disciplinary proceedings.

xi. Fires

Live-In staff are *not* permitted to make fires anywhere on the Hotel premises or grounds under any circumstances.

xii. Cooking

Cooking inside staff accommodation is not allowed, as Live-in staff are entitled to staff Meals each day.

xiii. Telephone Calls

Staff are not permitted to make personal calls from hotel telephones or hotel telephone points.

xiv. Staff Entry to Hotel

Live-in staff are not allowed back in to the Hotel after it is locked up for security at 11.30pm. Staff should not be in the hotel at times outside their rota'd shift, other than to have staff meals, or if there is a specific business reason.

xv. Staff Accommodation Keys

Live-in staff will be issued with a key for their staff accommodation when they initially move in. If they lose their key, a Master Key is available from the Duty Manager or Estates Team, and staff should be escorted to their accommodation the Duty Manager or Estates Team to let

them back into their room. Live-in staff are *not* allowed to take the master key to let themselves in, *nor* are they allowed to cut a copy the Master Key, *or* a copy of their staff accommodation key. A duplicate copy of their staff accommodation can be arranged by the Estates Manager; there will be a charge of £10 for this process, which will need to be paid by the team member each time a duplicate key is supplied to them.

xvi. General Staff Accommodation Rules

a) Live-in staff should remain in the staff accommodation as originally allocated; if they would like to relocate to another room within staff accommodation, team members should first request this by completing Form HR49b (available on the Staff Pages of the Company Intranet) and await approval from Senior Management & Estates.

b) Live-in staff are expected to leave the same furniture and effects in their Staff Accommodation when they move out (at Check-out) as was present in the Staff Accommodation at Check-in. If staff would like to remove or move any furniture whilst living in staff accommodation, team members should first request this by completing Form HR49b (available on the Staff Pages of the Company Intranet) and await approval from Senior Management & Estates.

c) Live-in staff agree to cooperate in a reasonable manner with the Check-in and Check-out process and agree to adhere to the Staff Live-in accommodation Rules.

xvii. General Health & Safety for Live-in Staff.

Live-in staff I agree to abide by their responsibilities as already outlined in the Beales Hotels Health & Safety Policy (copies available on Staff Noticeboards and on staff Intranet pages) relating to Health & Safety at work and in Staff Accommodation, including.

- conducting themselves in a manner as to *not* put theirs (or others') health and safety or welfare at risk.
- looking after and not interfering with any items, equipment or environment which is designed to protect theirs (or others') health, safety or welfare
- reporting any defects, hazards or violent situations without delay to the relevant manager.

xviii. Living within Staff Accommodation is subject to ongoing compliance with the conditions as set out in the Live-In Rules of the Company Handbook.

xix. The Company reserves the right to revoke/cancel Staff Accommodation for any team member with minimal notice, in cases of continued non-compliance or abuse of the Live-In rules, or cases of serious Disciplinary issues (or similar).



3.13 SECURITY

a) **General**

Obviously, in a business with valuable goods and money it is necessary to have strict security rules:

- to protect employees
- for general security and the Company's protection
- to protect customers.

Security rules must be followed and breaches will normally be treated as gross misconduct. In addition to the rules set out here, breach of other Company rules and procedures which have security implications will be regarded as breaches of the security rules and so render you liable to summary dismissal for gross misconduct.

b) **Till and Cash Handling Procedures**

Different equipment and tills are in use at different Company premises, but in all cases you will be notified of the procedures that must be applied when handling cash or dealing with other payments.

In all cases where you are working with a till, in addition to any local procedures you must always:

- ring every transaction into the till
- keep the till drawer closed between sales.

Note that if there is a cash shortage on a till at which you have been working, you may be liable to make good that shortfall by deductions from your wages.

NB: Leave all till drawers empty and open overnight.

c) **Computer Security**

The Company's computer systems are key tools of its business. You must operate within the limits of your personal authorisation to access the system and input or remove data. You should inform your manager of any actual or potential breaches of computer security of which you become aware. We are registered under the Data Protection Act.

d) **Goods in/deliveries/ordering**

You may only sign for goods received or accepted deliveries or order goods or services for the company if you are specifically authorised to do so, in which case you will be issued with specific procedures.

e) **Inducements**

If you are offered any inducements, you should immediately report the matter to your manager. Accepting any bribe connected with any aspect of your duties will be regarded as gross misconduct. Any gifts other than small gratuities from customers must be referred to your manager who may require you to refuse it.

f) **Keys/Building Security**

If you are entrusted with the keys to vehicles, premises, cupboards etc, never abuse this trust by leaving keys around or otherwise being careless with them. Never take or allow copies of

keys to be made, unless at the express instruction of your manager. Never allow keys into anyone else's possession unless specifically authorised by your manager.

g) Access/out of hours/prohibited areas

Certain areas may be designated for authorised personnel only. Going into such areas without authorisation will be treated as a breach of company rules and disciplinary action may be taken.

h) Company property

No items of Company property may be removed from Company premises without your manager's authorisation. If you are found to have secreted Company property or to be removing Company property from the premises, even if such item is apparently discarded, you may be liable to legal action in addition to action under the disciplinary procedure for gross misconduct.



Unauthorised personal use of the Company's equipment or materials will be regarded as dishonest and therefore a gross misconduct offence.

i) Theft/robbery

If you suspect someone of stealing in the hotel, whether from the Company or from customers or team members, you should report the matter to any member of the management team as soon as possible.

If a customer or other person threatens violence raise the alarm
by whatever means at your disposal when it is safe to do so.

DO NOT RISK YOUR OWN SAFETY

j) Suspicious packages

If you see an unattended package or bag, inform any member of management immediately.

k) Right of Search

The company reserves the right to search all employees, their personal effects including bags, cases and vehicles on entering or leaving the hotel and grounds, and the right of search of all lockers. Such searches will be carried out in the interest of both the hotel and yourself. As regards any personal search, you are entitled to have a witness present if you so wish. In the event of your refusal to co-operate, you will be required to remain on the premises whilst the advice of the police is sought.

l) Telephone Calls

Please note that you are not permitted to receive personal telephone calls at work, nor are you permitted to use hotel telephones or work mobiles to make or receive personal calls. Personal mobile phone use should be kept to a minimum whilst at work and should only be used during official break times (unless there is an emergency). If special arrangements need to be made in the event of an emergency, please speak to your manager.

m) Lost or Left Property

Any 'lost' property found on the premises should be handed to your manager or the Head Housekeeper immediately

n) **Confidentiality**

During the course of your employment you may well come across confidential information. This includes business information which is not generally known, information about security arrangements and personal information about other employees. You must not disclose any such information, other than in the proper performance of your duties, either during your employment or afterwards, unless and until the information has become public knowledge (ie widely known) lawfully and other than through you.

o) **Amendments**

The Company reserves the right to make such reasonable amendments or additions to these rules as may from time to time be considered necessary.

Such amendments or additions will be posted on the official Notice Boards, and/or attached in a note to payslips, after consultations with the General Managers and will be deemed in force as from the time specified on the appropriate notice and where applicable will constitute an amendment to your contract of employment. Any significant changes to the Terms and Conditions will be issued to each individual for their signed agreement.

