



**brandelity**

**Our Policies and  
CSR Commitment  
2019**



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# Employee Welfare:

## Health and Safety Policy

### About this policy

The Company is committed to ensuring the health and safety of its Staff and anyone affected by our business activities, and to providing a safe and suitable environment for all those attending our premises.

1. This policy sets out our arrangements in relation to:
  - a. assessment and control of health and safety risks arising from work activities;
  - b. preventing accidents and work-related ill health;
  - c. consultation with employees on matters affecting their health and safety;
  - d. provision and maintenance of a safe workplace and equipment;
  - e. information, instruction, training and supervision in safe working methods and procedures;
  - f. emergency procedures in cases of fire or other major incident.

### Responsibility for health and safety

2. The Board has overall responsibility for health and safety and the operation of this policy. Emma Evans, Financial Controller, is the Principal Health and Safety Officer with day-to-day responsibility for health and safety matters.

## Your responsibilities

3. All Staff share responsibility for achieving safe working conditions. You must take care of your own health and safety and that of others, observe applicable safety rules and follow instructions for the safe use of equipment.
4. You should report any health and safety concerns immediately to your manager or the Principal Health and Safety Officer.
5. You must co-operate with managers and the Company on health and safety matters, including the investigation of any incident.
6. Failure to comply with this policy by an employee may be treated as misconduct and dealt with under the Company's Disciplinary Procedure. If any other (non-employee) member of Staff fails to comply with this policy the Company may decide to stop providing that member of Staff with work or terminate their contract with the Company immediately and without notice or compensation.

## Training

7. The Company will ensure that all Staff have received adequate training and sufficient supervision to perform their work competently and safely.
8. Staff will be given a health and safety induction and provided with appropriate safety training for their role.

## Equipment

9. You must use equipment in accordance with any instructions given to you. Any equipment fault or damage must immediately be reported to your manager. No member of Staff should attempt to repair equipment unless trained to do so.

## Accidents and first aid

10. Details of first aid facilities and the names of trained first aiders are displayed on notice boards.

11. All accidents and injuries at work, however minor, should be reported to the Principal Health and Safety Officer and recorded in the accident book which is kept in by Emma Evans.
12. The Principal Health and Safety Officer is responsible for investigating any injuries or work-related disease, preparing and keeping accident records, and for submitting reports to the relevant authorities if required under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

## National health alerts

13. In the event of an epidemic or pandemic alert we will organise our business operations and provide advice on steps to be taken by Staff, in accordance with official guidance, to reduce the risk of infection at work as far as possible. Any questions should be referred to your manager. It is important for the health and safety of all our Staff that you comply with instructions issued in these circumstances.

## Fire safety

14. All Staff should familiarise themselves with the fire safety instructions, which are displayed on notice boards and near fire exits in the workplace.
15. If you hear a fire alarm, leave the building immediately by the nearest fire exit and go to the fire assembly point shown on the fire safety notices. Do not stop to collect belongings.
16. Do not re-enter the building until told to do so.
17. If you discover a fire do not attempt to tackle it unless it is safe and you have been trained or feel competent to do so. You should operate the nearest fire alarm and, if you have sufficient time, call reception and report the location of the fire.
18. You should notify your manager if there is anything (for example, impaired mobility) that might impede your evacuation in the event of a fire. A personal evacuation plan will be drawn up and brought to the attention of colleagues working in your vicinity.
19. Fire drills will be held periodically and must be taken seriously.
20. Paul Betts is responsible for ensuring that fire risk assessments are undertaken and implemented, and for ensuring regular checks of fire extinguishers, fire alarms, escape routes and emergency lighting.

## Risk assessments

21. We carry out general workplace risk assessments periodically. The purpose is to assess the risks to the health and safety of Staff, visitors and other third parties as a result of our activities, and to identify any measures that need to be taken to control those risks.

22. Measures will be taken to avoid or reduce the need to lift or carry items which could cause injury (manual handling) and to provide training on manual handling as necessary.
23. The use of hazardous substances at work will be avoided wherever possible and less hazardous alternatives will be used where available. Training on the control of substances hazardous to health (COSHH) will be provided as necessary. Personal protective equipment (PPE) will be provided where there are risks that cannot be adequately controlled by other means.
24. The Principal Health and Safety Officer is responsible for workplace risk assessments and any measures to control risks.

## Managing aggressive or difficult behaviour

25. If aggressive or difficult behaviour occurs then managers, and where appropriate any other member of Staff, should aim to:
  - a. defuse any situation that may occur;
  - b. try to avoid any argument with the person involved;
  - c. call another Staff member or if available a manager;
  - d. limit the number of people involved in any incident to a minimum;
  - e. separate any people involved by moving them to another room;
  - f. attempt to satisfy the complainant by attempting to solve the conflict;
  - g. if the situation escalates out of control be prepared to call the police; and
  - h. record the matter as soon as practical and inform the relevant manager.
26. After an incident an investigation should be carried out to ensure a similar incident is unlikely to occur again and it can be determined if action needs to be taken against any of the parties involved.

## Computers and display screen equipment

27. If you use a computer screen or other display screen equipment habitually as a significant part of your work:
  - o. You should try to organise your activity so that you take frequent short breaks from looking at the screen.
  - p. You are entitled to a workstation assessment.
  - q. You are entitled to an eyesight test by an optician at our expense.

28. You should contact your manager to request a workstation assessment or an eye test. Eye tests should be repeated at regular intervals as advised by the optician, usually every two years. However, if you develop eye problems which may be caused by display screen work (such as headaches, eyestrain, or difficulty focusing) you can request a further eye test at any time.
  
29. We will not normally pay for glasses or contact lenses, unless your vision cannot be corrected by normal glasses or contact lenses and you need special glasses designed for the display screen distance. In such cases we will pay the cost of basic corrective appliances only.

# Equal Opportunities Policy

## Introduction

This policy sets out the Company's commitment to equality of opportunity and the avoidance of discrimination at work. The Company is an equal opportunities employer and opposes all forms of unlawful discrimination.

1. The Company believes that individuals should be treated on their merits and that employment-related decisions should be based on objective criteria. All Staff, and particularly those with responsibility for management of others or employment-related decisions, must comply with this policy and should request training if there is any doubt as to its application.
2. The policy applies to all aspects of employment, including the advertising and appointment of jobs and any other aspects of recruitment, pay and benefits, training, appraisals, promotion, conduct at work, disciplinary, grievance and performance procedures and termination of employment.
3. You must not unlawfully discriminate against or harass other people including current and former Staff members, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or, if relevant, when wearing a work uniform), and on work-related trips or events including social events.

## The law

4. Current legislation outlaws discrimination on grounds of sex, marital status, civil partner status, gender reassignment, pregnancy, exercise of the right to take maternity leave, race, colour, ethnic or national origin, nationality, religion or belief, sexual orientation, disability or age ("Protected Characteristics").
5. Direct discrimination occurs where a person is treated less favourably because of an actual or perceived Protected Characteristic and, in the case of age only, such treatment is not justified. Examples are if someone is refused promotion on the grounds that he or she is black or white, disabled, a woman or a man, Christian or Muslim, heterosexual or homosexual. Direct discrimination may also occur where a person is treated less favourably due to an associated person's Protected Characteristic.
6. Indirect discrimination occurs where an individual with a particular Protected Characteristic is subject to a provision, criterion or practice which puts him/her at a disadvantage and it is not justified.



7. Harassment includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-Harassment and Bullying Policy.
8. Victimisation is where someone is subjected to a detriment because he or she has raised an allegation of discrimination, taken action against the Company or has assisted another to take action against the Company and where such actions were taken in good faith.
9. Legislation makes it unlawful to treat someone who is disabled less favourably because of their disability or because of something arising as a consequence of their disability. The definition of 'disabled' within the legislation is wide; it includes people with mental impairments and less obvious physical impairments, including clinical depression and some forms of RSI. Some forms of less favourable treatment can be justified.
10. There is also a positive duty to make reasonable adjustments to provisions, criteria or practices to accommodate the needs of a disabled person. Examples include alterations to work stations, duties, hours or working practices.
11. If you are or become disabled while working for the Company, you are encouraged to discuss your condition with your manager so that the Company is best placed to help and support you. If you consider that the Company could help you by making adjustments to your working hours, workplace or working conditions please make these suggestions to your manager. In appropriate circumstances we will need to consult with medical advisers and you as to how to best accommodate your needs and those of the Company.

## Recruitment and promotion

12. The Company will take steps to ensure that applications are attracted from all people regardless of their Protected Characteristics and that there is equality of opportunity in all stages of the recruitment process. Where appropriate, employees responsible for recruitment will receive training in equal opportunities and guidance will be available to all employees.
13. Job applicants will not normally be asked about health or disability before a job offer is made, unless it is required:
  - a. To establish if an applicant can perform an intrinsic part of the job (subject to any reasonable adjustments).
  - b. To establish if any adjustments need to be made to the recruitment process.

- c. To assist positive action to recruit disabled persons.
  - d. For equal opportunities monitoring (which will not form part of the selection or decision-making process).
14. We may make job offers conditional on a satisfactory medical check or ask you to complete a medical questionnaire before commencing employment.
15. We are required by law to ensure that all employees are entitled to work in the UK. Assumptions about immigration status will not be made based on appearance or apparent nationality. All prospective employees, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation.
16. Promotion within the Company is based solely on merit and without regard to a person's Protected Characteristics.

## Terms and conditions of employment

17. All of the Company's employees are treated fairly and non-discriminarily. Terms and conditions of employment, including pay and benefits, are offered by reference to the role fulfilled by the employee. No regard is paid to Protected Characteristics when decisions regarding terms and conditions of employment are made, except where the law and/or matters of good practice permit and/or encourage the Company to provide additional assistance to employees on any of these grounds.
18. Fixed term and part-time employees will usually enjoy the same terms and conditions of employment and be treated the same as comparable full-time or permanent employees, except in circumstances where different treatment is justifiable.

## Formal action and termination of employment

19. Formal action in respect of misconduct and/or performance, including any decision to dismiss or terminate your contract, will be taken on the basis of alleged misconduct or poor performance and any such action will be non-discriminatory.
20. If the Company has to consider redundancies, it will ensure that any selection criteria are fair and objective and not directly or indirectly discriminatory.

# Equality and Diversity Policy

## Introduction

Brandelity is committed to encouraging equality and diversity among the workforce, and eliminating unlawful discrimination.

Our aim is to ensure that all employees and job applicants are given equal opportunity and that our organisation is representative of all sections of society. Each employee will be respected and valued and able to give their best as a result.

## Purpose of the policy

- Provide equality, fairness and respect for all in our employment, whether temporary, part-time or full-time.
- Not unlawfully discriminate because of the Equality Act 2010 protected characteristics of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality, and ethnic or national origin), religion or belief, sex (gender) and sexual orientation.
- Oppose and avoid all forms of unlawful discrimination. This includes in pay and benefits, terms and conditions of employment, dealing with grievances and discipline, dismissal, redundancy, leave for parents, requests for flexible working, and selection for employment, promotion, training or other developmental opportunities.

## Brandelity commits to

- Create an environment in which individual differences and the contributions of all team members are recognised and valued.
- Create a working environment that promotes dignity and respect for every employee.
- Not tolerate any form of intimidation, bullying, or harassment, and to discipline those that breach this policy.
- Promote equality in the workplace, which Brandelity believes is good management practice and makes sound business sense.

- Encourage anyone who feels they have been subject to discrimination to raise their concerns so we can apply corrective measures.
- Encourage employees to treat everyone with dignity and respect.
- Regularly review all our employment practices and procedures so that fairness is maintained at all times.

Further information on our commitment to the welfare of our staff can be found in our Anti-Harassment and Bullying Policy, as well as our Equal Opportunities Policy.

## Key Contacts

The equality policy is fully supported by senior management

Person	Contact Email Address
Chris Love – Managing Director	chris@brandelity.com

# Anti-Harassment and Bullying Policy

## Introduction

1. This policy sets out the Company's stance on harassment and bullying and how this will be dealt with should it occur.
2. The purpose of the policy is to ensure that all Staff regardless of their status, level or grade are treated with dignity, respect and are free from either; harassment, intimidation or other forms of bullying at work.
3. This policy covers harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions. It covers harassment and bullying by all Staff as well as by third parties such as clients, suppliers and anybody visiting Company premises.

## Harassment

4. Harassment is defined in UK legislation as:
  - a. unwanted conduct related to sex, sexual orientation, marital status, civil partner status, race, colour, ethnic or national origin, nationality, religion or belief, disability or age which has the purpose or effect of:
    - a.i. violating an individual's dignity; or
    - a.ii. creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual;
  - b. unwanted sexual conduct which has the purpose or effect set out above; or
  - c. less favourable treatment due to submission to or rejection of unwanted sexual conduct or conduct relating to gender reassignment.
5. Examples of conduct amounting to harassment might include:

- a. unwelcome sexual attention including touching, inappropriate staring and invading personal space;
- b. subjecting someone to insults or ridicule because of their sexual orientation;
- c. 'outing' or threatening to 'out' someone as gay or lesbian (whether or not they are heterosexual or homosexual);
- d. suggesting that sexual favours may in some way further someone's career or that refusing sexual favours may damage it;
- e. lewd, suggestive or over-familiar behaviour;
- f. displaying pornographic or sexually suggestive pictures or written material;
- g. inappropriate comments about a person's clothing or appearance;
- h. derogatory or patronising forms of address such as 'sweetheart', 'darling', 'love' or 'boy';
- i. display of material advocating against religious beliefs or sexual life-styles;
- j. 'making fun' of someone who wears a hearing aid;
- k. racial name calling; and
- l. sending 'joke' cards which are at the expense of someone's age.

6. Please note that you can be harassed even if you are not the intended 'target' of the behaviour. For example, you may be harassed if one of your colleagues makes a racist comment to another colleague which you overhear and find offensive.

7. You are encouraged to bring any harassment to the attention of your manager or the Managing Director without delay.

## Bullying

8. 'Bullying' means intimidating, threatening, malicious or humiliating treatment of an individual which usually involves the misuse of power (whether via a position of responsibility or physical strength or forcefulness of character). Legitimate or constructive criticism of your performance or behaviour and reasonable instructions given in the course of your employment are not bullying. Examples of bullying might include:
  - a.i.1.a. ridiculing or demeaning others, particularly junior colleagues;
  - a.i.1.b. criticising a colleague in public;
  - a.i.1.c. repeatedly putting pressure on subordinates, such as imposing unachievable deadlines; and
  - a.i.1.d. deliberately excluding people from meetings or communications without good reason.
9. You are encouraged to bring any bullying to the attention of your manager or the Managing Director without delay.

## Policy

10. Harassment, as described above, is unlawful discrimination under UK law. If you harass or bully colleagues, the Company may be liable for your actions. In addition, you could be personally liable and be joined as a party to any subsequent employment tribunal proceedings. In serious cases, harassment and bullying may amount to a criminal offence for which the harasser can be imprisoned.
11. Harassment or bullying will not be tolerated and any such behaviour is likely to be regarded as gross misconduct and result in dismissal. All employees have a responsibility to ensure that harassment and bullying, either by employees or third parties, does not occur. You must demonstrate respect for your colleagues and their views whilst at work, and you must not harass or bully anyone on any grounds.
12. Managers have additional responsibilities to ensure that this policy is implemented and, if harassment or bullying does occur, that it is reported promptly and dealt with effectively.

## Informal resolution

13. You may wish to attempt to resolve the problem in the first instance by explaining to the person responsible why the behaviour is offensive and asking him or her to stop the unwelcome behaviour. This will not always be appropriate, but people can cause offence unintentionally and a quick word to explain how you feel may solve the problem quickly and efficiently.
14. The intention of the informal stage is to resolve the matter as quickly and amicably as possible. It is particularly appropriate in circumstances where the person responsible may be unaware that he or she is causing offence.
15. At this stage you may not wish any investigation to take place and where possible your wishes will be complied with. However, you should still report the behaviour to your manager or the Managing Director without delay.

## The formal procedure

16. If informal resolution is inappropriate or the outcome has been unsatisfactory, the formal procedure may be appropriate.
17. If you intend to bring a formal complaint of harassment or bullying, you should notify your manager or the Managing Director. The following procedure will be implemented:
  - a. You will be asked to put your formal complaint in writing setting out the full details of the unwanted conduct including the name of the person you feel is harassing or bullying you, the nature of their actions, the date(s) and time(s) on which the events occurred and what action, if any, you have taken so far to stop it occurring.
  - b. A meeting will be arranged between you and your manager (or, where your complaint concerns your manager, another manager of similar or greater seniority) to discuss your complaint.
  - c. You have the right to be accompanied at that meeting in accordance with our Right to be Accompanied Policy.
  - d. A formal meeting will be held by the Company with the alleged harasser/bully to establish their response to the complaint.



- e. Further investigations may then be carried out, including interviews with any potential witnesses. A further meeting with you may be required to address information uncovered during the investigation.
  - f. The investigation will be carried out in an independent manner with respect for the rights of all parties. The importance of confidentiality will be stressed to all those involved in the procedure and they will be required not to discuss the complaint with colleagues or friends. Any breach of confidentiality may result in disciplinary proceedings and/or termination of contract, as is set out below.
  - g. In circumstances where it is not appropriate for the alleged harasser/bully and the complainant to work together then consideration will be given to moving the alleged harasser/bully or suspending them while the investigation is ongoing. If this is not possible then the complainant may prefer to remain at home on authorised leave until the matter is resolved.
  - h. Where the complaint concerns someone other than a member of Staff (e.g. a customer) the Company will consider what action may be appropriate to protect you pending the outcome of the investigation, bearing in mind the reasonable needs of the business and our duties to our customers and third parties.
  - i. The Company will aim to complete the investigation as quickly as possible in the circumstances.
  - j. Following an investigation, the evidence will be considered and a decision taken as to what (if any) action is appropriate. If the complaint is upheld, the harasser/bully may face disciplinary proceedings and/or the termination of their contract, as set out below.
  - k. Whether or not the complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the alleged harasser/bully; for example, mediation and/or counselling, a change to duties, workplace location or reporting lines may be appropriate.
18. Complaints that are unfounded and not made in good faith may result in disciplinary proceedings and/or the termination of your contract, as set out below. Complainants will not, however, be penalised for bringing a complaint in good faith. Victimisation and retaliation against such complainants will not be tolerated and will be treated as gross misconduct in the same way as harassment and bullying.
19. If you are not satisfied with the outcome you may appeal in writing to the person stated in the outcome letter, stating your full grounds of appeal, within five working days of the date on which the decision was sent or given to you. If the outcome letter does not state the person to whom any

appeal should be sent you should send it to the Managing Director or, where the Managing Director is the person who made the original decision, to a Board director.

20. Following receipt of your notice of appeal the Company will organise an appeal meeting with you to discuss the grounds of your appeal. The appeal meeting will normally be held by a manager of greater seniority than the manager who conducted the initial meeting and investigations. You must take all reasonable steps to attend the appeal meeting. You have the right to be accompanied at the meeting in accordance with our Right to be Accompanied Policy. After the appeal meeting you will be informed of the Company's decision. The appeal decision is final.

## Breaches of this policy

21. All Staff must comply with this policy and any breaches will be taken very seriously.
22. Any breaches by an employee are likely to be treated as gross misconduct and result in action being taken under the Company's Disciplinary Procedure up to and including summary dismissal.
23. If any other (non-employee) member of Staff fails to comply with this policy the Company may decide to stop providing that member of Staff with work or terminate their contract with the Company immediately and without notice or compensation.
24. Where the harasser/bully is a third party, we will consider what action is appropriate in the circumstances.
25. If you consider that this policy has been breached, you are encouraged to raise your concerns with your manager or the Managing Director as soon as possible.

## Protection and support for those involved

26. Staff who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way may face disciplinary proceedings and/or the termination of your contract, as is set out above.
27. If you believe you have suffered any such treatment you should inform your manager or the Managing Director as soon as possible. If the matter is not remedied you should raise it formally using our Grievance Procedure or this procedure if appropriate.

## Confidentiality and record-keeping

28. Confidentiality is an important part of the procedures provided under this policy. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a 'need to know' basis. Breach of confidentiality may give rise to disciplinary proceedings and/or termination of contract, as is set out above.
29. Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Data Protection Statement.

## Monitoring

30. The policy is reviewed periodically and updated as necessary. This policy may also be reviewed following a formal complaint of harassment or bullying to consider if it was effective at dealing with the issue raised.

# Anti-Corruption and Bribery Policy

## Introduction

1. This policy sets out the Company's policy on anti-corruption and bribery. Its purpose is to:
  - a. set out our responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and
  - b. provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.
2. It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery and corruption.

3. We will uphold all laws relevant to countering bribery and corruption and we remain bound by UK laws, including the Bribery Act 2010, in respect of our conduct both at home and abroad.
4. It is a criminal offence to offer, promise, give, request, or accept a bribe. Individuals found guilty can be punished by up to ten years' imprisonment and/or a fine. As an employer if we fail to prevent bribery we can face an unlimited fine, exclusion from tendering for public contracts, and damage to our reputation. We therefore take our legal responsibilities very seriously.

## Definitions

5. Corruption is abusing a position of power or influence for private gain.
6. Bribery is offering, promising, giving, seeking or accepting a bribe. A bribe is an inducement for a person to act in an illegal, unethical or improper way in the performance of their duties. The inducement could consist of money, gifts, services, a contract or a promotion.
7. Third party means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

## Examples of corruption and bribery

8. Offering a bribe:
  - a. You offer a potential client tickets to a major sporting event, but only if they agree to do business with us.
  - b. This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business for us. It may also be an offence for the potential client to accept your offer.
9. Receiving a bribe:

- a. A supplier gives your nephew a job, but makes it clear that in return they expect you to use your influence in our organisation to ensure we continue to do business with them.
  - b. It is an offence for a supplier to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage.
10. Bribing a foreign official:
- a. You arrange for the business to pay an additional 'facilitation' payment to a foreign official to speed up an administrative process.
  - b. The offence of bribing a foreign public official is committed as soon as the offer is made. This is because it is made to gain a business advantage for us. We may also be found to have committed an offence.

## Policy

11. The Company conducts business in an honest and ethical manner. All forms of corruption and bribery are prohibited. In particular, you must not:
- a. offer, promise or give any payment, gift, service, hospitality or other benefit to any business, person or public body as a reward for or in expectation of receiving preferential treatment;
  - b. seek or accept an offer from any business, person or public body in the expectation that the Company will provide preferential treatment to that business, person, public body or to any other party;
  - c. make use of your position to further your private interests or those of others;
  - d. threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy; or
  - e. offer or accept a gift to or from government officials or representatives, or politicians or political parties, without the prior approval of the Managing Director.

12. If you are not sure whether certain conduct may constitute corruption or bribery, speak to the Managing Director as soon as possible.

## Gifts and hospitality

13. This policy does not prevent you from offering or accepting reasonable and appropriate hospitality for a legitimate purpose, for instance building or maintaining business relationships or marketing the Company to prospective clients and customers.
14. A gift or hospitality will be unreasonable and inappropriate if it is overly generous or lavish or could be interpreted as an inducement or reward for preferential treatment.
15. Whether a gift or hospitality is overly generous or lavish will depend on the particular circumstances. Gifts should not include cash, gift vouchers, or be given in secret. Gifts should be given in the name of the Company and not in your personal name.

## Acceptance of gifts

### Cash or cash equivalents

16. Offers of cash or cash equivalents (e.g. gift vouchers or gift cheques) made by customers, contractors, suppliers or any other person, firm or company must not be accepted and must be reported to the Managing Director immediately.

### Non cash gifts

17. Gifts of a small or inexpensive nature such as calendars or diaries or other simple or inexpensive items can be accepted but must still be declared to the Managing Director. This type of gift can be easily distinguishable from more expensive or substantial items which cannot on any account be accepted. If there is any doubt as to whether the acceptance of such an item is appropriate, the matter should be referred to the Managing Director immediately.

### Exceptional cases

18. It is recognised that there are exceptional cases where refusal of a gift will clearly offend a donor, cause embarrassment or appear discourteous. In these cases the donor should be advised that the

permission of the Managing Director will have to be sought as to whether or not the gift can be accepted.

## Acceptance of hospitality

19. The handling of offers of hospitality is recognised as being much more difficult to regulate but it is an area in which Staff must exercise careful judgment. It is recognised that it can be as embarrassing to refuse hospitality as it can be to refuse a gift. There is also the need to distinguish between simple, low cost hospitality of a conventional type, i.e. a working lunch or evening meal compared with more expensive and elaborate hospitality. Reasonable offers of hospitality may be accepted provided they do not place you under any obligation and are not capable of being misconstrued. If you are in any doubt about accepting hospitality or an invitation you should consult the Managing Director.

## Offers of hospitality

20. The provision of hospitality by the Company to customers and suppliers should be modest and appropriate to the circumstances. In all instances the expenditure involved must constitute good value for money and be incurred in accordance with the Company's expenses policy in place from time to time.

## Cultural differences

21. The Company may operate in countries where bribes are seen as a normal part of business transactions. Nonetheless, the principles and obligations set out in this policy apply to all of the Company's transactions, regardless of the country in which they occur or the business 'norms' of such countries.

## Record keeping

22. You must keep a written record of all gifts or hospitality given or received where the value, or believed value, is above £250. All expense claims relating to gifts or hospitality must be submitted in accordance with the Company's expenses policy in place from time to time and the reason for the expenditure must be recorded.

## Your responsibilities

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

24. The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.
25. You must notify the Managing Director as soon as possible and in accordance with the Company's Whistleblowing Policy if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business.
26. If you are accused of bribery or of acting in a corrupt manner, or you suspect that a colleague is engaging in bribery or acting in a corrupt manner, you must inform the Managing Director as soon as possible.

### Breaches of this policy

27. All Staff must comply with this policy and any breaches will be taken very seriously.
28. Any breaches by an employee are likely to be treated as gross misconduct and result in action being taken under the Company's Disciplinary Procedure up to and including summary dismissal.
29. If any other (non-employee) member of Staff fails to comply with this policy the Company may decide to stop providing that member of Staff with work or terminate their contract with the Company immediately and without notice or compensation.
30. You may also be personally liable for your actions, including possible criminal proceedings.



# Data and Business Protection Policies:

## Business Continuity Plan

Maintaining this document is the responsibility of:	Chris Love
This document will next be reviewed on:	01/04/22
The following premises are covered in this document:	Unit 6, Windsor Business Centre, Vansittart Estate, Windsor, SL4 1SP

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# Business Continuity Overview

## Purpose

The purpose of this plan is to prepare our business in the event of extended service outages caused by factors beyond our control and to restore services to the widest extent possible in a minimum time frame.

## Outcome

The outcome of this plan is to ensure that the business is able to maintain a good level of service for our customers.

## Plan objectives

- Serves as a guide for those implementing our business continuity plan.
- Assists in avoiding confusion experienced during a crisis by documenting, testing and reviewing recovery procedures.
- References and points to the location of critical data.
- Provides procedures and resources needed to assist in recovery.

## Key staff

If a disaster occurs the members of our team tasked with enacting this plan are:

- Christopher Love (Managing Director)
- Paul Betts (Sales Director)
- Emma Evans (Finance Controller)

## Staff welfare

It must be recognised that an incident that results in the enacting of this plan may also cause additional pressures for staff. Staff members need to be given clear direction about the priorities of the business. Managers must ensure that they monitor staff more closely to ensure that their welfare is maintained.

Staff should be aware of what their role is when a major disruption occurs. Clear and concise communication with staff is pivotal to having an organised response. Staff must be made aware of what communication methods are going to be used so they can find out the latest information, if they are going to be working from a different location than normal.

Managers who suspect that staff members have suffered undue stress or even trauma from the business disruption must consider providing assistance for those staff who have been affected.

# Scenario 1

## Premises incident

A premises incident can include flood, fire, or any other disaster that renders our office inaccessible.

### Step 1: Evacuation of premises & safeguarding of staff

In office hours 8.30am - 5.00pm Mon-Fri

Action	Details	Responsible Person(s)
1. Evacuate the building	Follow normal fire drill procedure	Paul Betts
2. Check evacuation is complete	Staff and visitor safety is the priority. Check everyone on-site has been evacuated	Christopher Love Paul Betts Emma Evans
3. Verify if incident is real	If false alarm, resume business as normal	Christopher Love
4. Call emergency services	999 / 112	Christopher Love
5. Record details of any injuries sustained in the incident	Use injury form available on staff intranet	Christopher Love
6. Alert staff	Alert any staff due to arrive on-site soon of the incident, and tell them to await further instructions	Christopher Love Paul Betts Emma Evans
7. Assess impact	Senior team meet to assess the scale of the incident & decide next steps	Christopher Love Paul Betts Emma Evans

Outside office hours

Action	Details	Responsible Person(s)
1. First person on-site to notify manager	Do not enter the building	All staff
2. Call emergency services	999 / 112	All staff
3. Alert staff	Alert any staff due to arrive on-site soon of the incident, and tell them to await further instructions	All staff
4. Assess impact	Senior team meet to assess the scale of the incident & decide next steps	Christopher Love Paul Betts Emma Evans

## Step 2: Business continuity

Critical activity	Details	Responsible Person(s)
Phones	Staff to use personal mobile phones. Contact telephone provider to forward office lines to staff mobiles	Christopher Love
Internet	Staff to use home internet connections. If home connection unavailable contact local shared office providers to rent desk space	Paul Betts
Inform company insurance	Contact details: Penshurst Insurance Services Tel: 01628 826743	Christopher Love
Inform landlord	Contact details: First Choice Estates Tel: 01784 437444	Christopher Love
Post redirection	Form available on company intranet	Emma Evans
Inform customers	If disruption is expected, inform customers via email	Christopher Love

## Scenario 2

### Infrastructure incident

An infrastructure incident can include the loss of computer / telephony systems, internet access, or power.

*The actions below are an example of how this incident could be handled - you should customise this section to suit your business*

#### Step 1: Understand the extent of the loss

Infrastructure	Details	Responsible Person(s)
Phones	Contact phone provider to ascertain extent of outage. Contact details: BT: 0800 783 8809	Paul Betts
Internet	Contact internet provider to ascertain extent of outage. Contact details: BT: 0800 783 8809	Paul Betts
Mains power	Contact power provider to ascertain extent of outage. Contact details: Dual Energy: 01903 703400	Christopher Love

If outage is temporary, inform staff to stay put and await further instructions. If the outage is ongoing:

## Step 2: Business continuity

Critical activity	Details	Responsible Person(s)
Phones	Staff to use personal mobile phones. Contact telephone provider to forward office lines to staff mobiles	Paul Betts
Internet	Staff to use home internet connections. If home connection unavailable contact local shared office providers to rent desk space	Paul Betts
Mains power	Staff to work from home until power is restored. If power outage is widespread and staff homes are also affected contact local shared office providers to rent desk space.	Christopher Love

## Scenario 3

### Staff incident

A staff incident can include a sudden family emergency, injury or other event which renders a key member of staff suddenly unable to work.

*The actions below are an example of how Brandelity will handle such instances.*

#### Step 1: Ensure no service interruption

Critical activity	Details	Responsible Person(s)
1. Identify interchangeable staff	All members of staff should have team members who can perform their roles, even if it is in a reduced capacity. Identify the relevant person and support them in carrying out business-critical activities	All staff
2. Assess extent of loss	Identify whether the affected staff member's absence is likely to be temporary, long-term, or permanent. Keep in mind this may be a difficult period for the staff member and / or their family.	Line manager

If the staff loss is temporary, support the member of staff who will be filling the gap until the absent member of staff returns. If the absence is long-term or permanent:

#### Step 2: Business continuity

Critical activity	Details	Responsible Person(s)
1. Recruit temporary or full-time replacement	Follow the standard recruitment procedure to find a full-time, part-time or fixed-term contract (as appropriate) replacement.	Line manager



## Recovery Phase

The purpose of the recovery phase is to resume normal working practises for the entire organisation. Where the impact of the incident is prolonged, normal operations may need to be delivered under new circumstances e.g. from a different building.

Action	Details	Responsible Person(s)
1. Agree and plan the actions required to enable recovery of normal working practises	Agreed actions will be detailed in an action plan and set against time scales with responsibility for completion clearly indicated.	Christopher Love Paul Betts Emma Evans
2. Respond to any long term support needs of staff	Depending on the nature of the incident, we may need to consider providing support services	Christopher Love Paul Betts Emma Evans
3. Publicise that there is now 'business as usual'	Inform customers through normal channels that our business is operating as normal	Christopher Love
4. Carry out a debrief of the incident and complete report to document opportunities for improvement and any lessons identified	This should be reviewed to ensure key actions resulting from the incident are implemented within designated time scales.	Christopher Love Paul Betts Emma Evans
5. Review this Continuity Plan in light of lessons learned from incident and the response to it	Implement recommendations for improvement and update this plan. Ensure a revised version of the plan is read by all members of staff.	Christopher Love Paul Betts Emma Evans

## Data Retention Policy

Data Protection Legislation means all applicable laws and regulations relating to the processing of Personal Data and privacy including the Data Protection Act 1998, the General Data Protection Regulation 2016/679, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated. The terms “Personal Data”, “Personal Data Breach”, “Data Protection Officer”, “Data Controller”, “Data Processor”, “Data Subject” and “process” (in the context of usage of Personal Data) shall have the meanings given to them in the Data Protection Legislation. “Data Protection Administrator” is the title given to the member of staff leading our data protection compliance programme in lieu of a requirement for a Data Protection Officer.

PRODUCT EXPECTATIONS LTD acknowledges that control of an individual’s Personal Data ultimately rests with the individual, and the retention of these data will be subject to the conditions of this policy, as set out below.

1. In compliance with Data Protection Legislation, Personal Data will not be retained any longer than is necessary for achieving the purposes for which it was collected, or in compliance with other legislation.
2. Individual Data Subjects have the right to request the erasure of their Personal Data where:
  - a. The original purpose for which it was collected has expired;
  - b. Consent for processing has been withdrawn;
  - c. Personal Data has otherwise been processed unlawfully;
  - d. Erasure is required to comply with a legal obligation;
  - e. It is not subject to PRODUCT EXPECTATIONS LTD’s ‘legitimate interest’ for continued processing.

We will always consider requests or the exercising of a right by individuals throughout our handling of their Personal Data.

3. Our lawful bases for the retention of Personal Data, and their corresponding retention periods, are:

Reason for Retention	Retention Period
The performance of a contract (e.g. honouring a warranty, ensuring the delivery of future services, etc.)	The duration of the relevant contract.
The exercise or defence of legal claims	Six (6) years from possible cause of action - in accordance with Section 5 Limitation Act 1980.

Circumstances where it is appropriate as part of our business relationship	Indefinitely, unless removal is requested by an individual whose data we hold for business-to-business purposes, or an individual leaves the business.
The suppression of rejected marketing	Indefinite, although minimised to an individual's email address.
Compliance with a legal obligation	<ul style="list-style-type: none"> <li>• Minimum of six (6) years for salary and other payment records - in accordance with Section 12B Taxes Management Act 1970 and Schedule 18, paragraph 2, Finance Act 1998; or</li> <li>• Minimum of three (3) years for maternity pay - in accordance with Regulation 26, Statutory Maternity Pay (General) Regulations 1986 (SI 1986/1960); or</li> <li>• Minimum of six (6) years for pension schemes - in accordance with Regulation 18 Registered Pension Scheme (Provision of Information) Regulations 2006 (SI 2006/567); or</li> <li>• Two (2) years for foreign national employee's identification documents - in accordance with Article 6(b) Immigration (Restrictions on Employment) Order 2007/3290; or</li> <li>• Three (3) years for sickness records - in accordance with Section 13 The Statutory Sick Pay (General) Regulations 1982; or</li> <li>• Three (3) for accident reports - in accordance with Section 7(3) The Report of Injuries, Diseases and Dangerous Occurrences Regulations 1995; or</li> <li>• Minimum three (3) years, from the date of an injury, up to indefinitely where injuries might be undetectable (e.g. mesothelioma) - in accordance with Section 11 Limitation Act 1980; or</li> <li>• Three (3) months from dismissal of employee or rejection of applicant - in accordance with the Equality Act 2010 and Employment Tribunals Act 1996; or</li> <li>• Three (3)/six (6) years for private/public company accounts (respectively) - in accordance with Section 388(4)(a)/(b) Companies Act 2006.</li> </ul>

4. 'Legitimate interests' will only become the foundation for our continued processing after the expiry of consent so long as said processing does not pose a greater threat to the individual Data Subject than the likely benefit to be gained. This decision process is referred to as a Legitimate Interests Assessment ("LIA"). Data Subjects who withdraw Consent should not have their Personal Data processed under 'Legitimate Interests' after withdrawal.
5. LIAs involve determining other methods to achieve the same outcome with minimal use of Personal Data and considering the risk that the exposure of that Personal Data presents.
6. Stronger reasons will be required by the Data Protection Lead for greater amounts of, sensitive or children's Personal Data when performing an LIA.
7. The Data Protection Lead will always act fairly in performing an LIA, balancing the needs of the individual and the interests of PRODUCT EXPECTATIONS LTD.
8. Where retention of Personal Data would be in the reasonable expectations of individuals, certain risks might be deemed accepted by the individual for the purposes of an LIA.
9. The safeguards noted within our Data Privacy Policy and Data Security Policy also form a part of our determination of risk when performing an LIA.
10. LIAs are attached to our Data Privacy Policy and can be used as further guidance in determining how to comply with this policy. If you remain unsure, you should contact the Data Protection Lead who will make the final decision on whether retention is justified.

11. The Data Protection Lead is responsible for keeping this policy up-to-date and amending it as the reasons and purposes for Personal Data retention change.

# Environmental Policies And Certifications:

## Environmental policy

Brandelity is committed to protecting the local and global environment of the Earth. To minimize environmental impacts concerning our activities, products and services, we shall:

- Comply with applicable legal requirements and other requirements to which the Company subscribes which relate to its environmental aspects.
- To include the consideration of environmental issues in business strategies and initiatives.
- Brandelity senior management are committed to ensure that protection of the environment is firmly embedded in both the company's and all employees culture and will endeavor to influence its suppliers and customers in a similar strategic environmental manner
- Prevent pollution, reduce waste and minimize the consumption of resources.
- Consider the wider global impact of all our activities including those of our supplier's customers and other stakeholders
- Educate, train and motivate employees to carry out tasks in an environmentally responsible manner and ensure that a continuous professional development strategy remains core to our business goals
- Encourage environmental protection among suppliers and subcontractors.
- To investigate the feasibility of influencing its suppliers, customers and third parties with consideration to life cycle impacts of their aspects. and activities
- Encourage and enhance biodiversity and ecology

The Company is committed to continual improvement of environmental performance. This Policy will be communicated to all staff, contractors and suppliers, and be available to the public through selected media.

Approved by:

\_\_\_\_\_

(Christopher Love, Managing Director)

Date: 01/01/2017

## Conflict Minerals Policy Statement

Brandelity is committed to sourcing components and materials from companies that share our values around human rights, ethics and environmental responsibility.

We expect all of our suppliers to abide by the requirements of our Supplier Code of Conduct, which prohibits human rights abuses and unethical practices. We also require all suppliers to comply with applicable legal standards and requirements.

On August 22, 2012, the U.S. Securities and Exchange Commission (“SEC”) issued the final conflict minerals rule under Section 1502 the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Conflict Minerals Rule”).

The Conflict Minerals Rule requires publicly traded companies to report annually the presence of conflict minerals (tin, tungsten, tantalum and gold, or “3TG”) originating in the Democratic Republic of the Congo or adjoining countries (“Covered Countries”).

Brandelity supports the goal of ending violence, human rights violations and environmental devastation in the Covered Countries. We are committed to complying with any requirements applicable to our Company under the Conflict Minerals Rule.

Brandelity will assist our customers in implementing their conflict minerals programs. We strive to work cooperatively with our customers and supply chain partners in implementing conflict minerals compliance programs.

Brandelity requires all of our suppliers to provide us with confirmation of its commitment/compliance to the requirements of the Conflict Minerals Rule.

We would encourage our suppliers to complete the OECD (Organisation for Economic Co-operation and Development) Due Diligence Alignment Assessment Tool, to support their Material Conflict Compliance Programme.

We may reconsider our willingness to partner with suppliers that fail to comply with this Policy.

## Slavery and Human Trafficking Statement 2019

Modern slavery is a crime and a gross violation of fundamental human rights. It takes various forms, all of which have in common the deprivation of a person’s liberty by another in order to exploit them for personal or commercial gain.

We have a zero-tolerance approach to modern slavery and are fully committed to preventing slavery and human trafficking in our corporate activities. We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our disclosure obligations under the Modern Slavery Act 2015. We all have a responsibly to be alert to the risks, however small, in our business and in the wider supply chain.

This statement sets out Brandelity’s actions to understand all potential modern slavery risks related to business and to ensure steps are maintained to prevent slavery and human trafficking.

## Our business

Brandelity is a full-service promotional merchandise supplier with a headquarters in Windsor, Berkshire.

## Our supply chains and Supplier adherence to our values

The relationship with all our suppliers has been established over a number of years and is built upon mutually beneficial factors, where we have close and personal links and contact with the owners or directors. We have suppliers and partners in many different countries.

When new contractors or suppliers come on-board we pre-qualify any new firm through a series of diligence, relating to company performance, HS&E compliance and references from other customers to establish that they are suitable.

To date we haven't been made aware of any human trafficking / slavery activities within the supply chain but if any were highlighted to us then we would act immediately in accordance with our legal and moral obligations.

## Our policies on slavery and human trafficking

We are committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business. Our Anti-slavery Policy reflects our commitment to acting ethically and with integrity in all our business relationships and to implementing and enforcing effective systems and controls to ensure slavery and human trafficking is not taking place anywhere in our supply chains.

## Due diligence processes for slavery and human trafficking

As part of our initiative to identify and mitigate risk we have in place systems to:

- Identify and assess potential risk areas when considering taking on new suppliers and regularly review our existing supply chains.
- Mitigate the risk of slavery and human trafficking occurring in our supply chains.
- Monitor potential risk areas in our supply chains.
- Protect whistle blowers.

## Training

We have zero tolerance to slavery and human trafficking. To maintain awareness and ensure a high level of understanding of the risks of modern slavery and human trafficking in our business our Anti-slavery Policy is available in our Employee Handbook .

This statement is made pursuant to section 54(1) of the Modern Slavery Act 2015 and constitutes our Group's slavery and human trafficking statement for the financial year ending 2020.



# Quality Assurance Policy

Our mission at Brandelity is to provide safe, quality merchandise to our valued customers. We know that it's only through providing the highest quality merchandise, with a personal customer service, that we will strengthen our brand image and continue to grow our loyal customer base.

In order for Brandelity to do this, we require our global network of suppliers and factories to work to the highest industry standards.

## Our Quality Assurance Process

### BEFORE PRODUCTION

A series of checks take place in order to ensure we can fulfil the order to the specification and deadline required. These include a stock check, artwork check and lead time check. We always provide mock ups detailing the branding to occur to the chosen product. No production begins until this mock up is signed off.

### DURING PRODUCTION

Where possible, we obtain physical printed sample photos to be signed off by the client. When requested, we can also send a pre-production printed sample to the client at an additional cost.

Our products also go through various quality checks to try and ensure that only those that meet the high standard we set are signed off and sent to our clients.

### QUALITY ASSURANCE AND TRUST

On the rare occasion that there is a defect or a delay in delivery occurs, we will always endeavour to find a solution quickly. If a solution can not be found, Brandelity will always refund its clients.

We are always prepared to listen to your feedback and take immediate actions to check the cause and to find the solution. We thrive for transparent communication and will respond to your questions within 24 hours, usually much quicker.

## Industry Standards



Brandelity are members of Sedex. Sedex is a global membership organisation that offers a collaborative platform for sharing responsible sourcing data on supply chains. Tens of thousands of companies use Sedex to manage their performance around labour rights, health & safety, the environment and business ethics.



Brandelity are members of the BPMA (British Promotional Merchandise Association). The BPMA are a 50 year old professional body, offering advice and guidance to buyers. They also lead the promotional merchandise industry in delivering service excellence and compliance through a strict Code of Conduct which governs areas such as quality, accurate advertising, fair trade terms and managing customer complaints.

# Certifications

## Information Commissioner's Office certificate



Upholding information rights

Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF  
T. 0303 123 1113 F. 01625 524510  
www.ico.org.uk

### Certificate

Organisation Name:

**Product Expectations Ltd**

Reference number:

**ZA475124**

Tier:

**Tier 1**

Start date:

**15 November 2018**

End date:

**14 November 2019**

**Data Protection Officer**

# Carbon Zero Certificate

## CERTIFICATION OF OFFSET

This is to certify that

**Brandelity**

Have offset their annual carbon emissions via CO2balance's  
carbon offset projects in Africa to become a  
CarbonZero Company for 12 months

1st June 2019 - 31st May 2020



CO2balance UK Ltd, 1 Discovery House, Cook Way, Taunton, Somerset, TA2 6BJ  
+44 (0)1823 332233 enquiries@co2balance.com www.co2balance.com

