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## **Staff Handbook**

Dated 11<sup>th</sup> February 2026

## Introduction

Welcome to Treworrey Cottages, Duloe, Liskeard, Cornwall PL14 4PP

### **Staff Handbook**

Our aim in producing this document was to create a one-stop information point where you would be able to access all the information you are likely to need in relation to your employment with us. The Handbook and corresponding policy documents form part of your contract of employment with Treworrey Cottages. Please note that Treworrey Cottages is the trading name for Treworrey LLP. These can be considered the same entity for the purposes of this document.

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

I hope you find this a useful guide during your employment with us. However if you are unable to find the answer to your question here, please feel free to contact your line manager who will certainly be able to find an answer for you.

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## Starting with Treworkey Cottages

### **a. About the Company**

Treworkey Cottages was founded in 1977 by Linda and Bevis Wright and provides 5\* self catering holiday accommodation throughout 17 cottages on Treworkey's 150 acre estate as well as additional facilities such as our own riding school. Treworkey Cottages is managed primarily by Holly Kyte.

We are open all year round and have a workforce of around 20-25 employed staff.

You can find more information on our website at [www.treworkeycottages.co.uk](http://www.treworkeycottages.co.uk)

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

### **b. Statement of Employment Terms and Conditions**

As an employee of Treworkey Cottages you will have received a Statement of Employment setting out specific terms and conditions of service as they relate to your post. This includes details of:

- the names and details of us as your employer and of you the employee;
- the date when your employment (and the period of continuous employment) began;
- duration and conditions of any probationary period;
- remuneration and the intervals at which it is to be paid;
- details of all remuneration or benefits (not just pay);
- hours of work and working pattern including any possible variations to this;
- holiday entitlement including holiday pay;
- details of other types of paid leave (e.g. maternity / paternity leave)
- entitlement to sick leave, including any entitlement to sick pay;
- pensions and pension schemes;
- the entitlement of employer and employee to notice of termination;
- job title (or a brief job description);
- where it is not permanent, the period for which your employment is expected to continue or, if it is for a fixed term, the date when it is to end.
- either the place of work or, if required to work in more than one location, an indication of this and of the employer's address; and
- details of the existence of any relevant collective agreements which directly affect the terms and conditions of your employment
- details of employment if expected to work outwith the UK
- details of any training entitlement provided by the employer and any part of that which the employee is required to complete (and any required but which the employer will not bear the cost)

Further detailed policies and procedures which may not be mentioned as part of this document, but which still form part of your conditions of employment with us can be

accessed through your line manager. This handbook also summarises the main terms of your employment.

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

### ***c. Probation Periods***

All new staff are subject to a probationary period of 3 months. Short or fixed term staff are subject to a probationary period of 2 months. An informal review will take place after 3 months (2 months for short or fixed term staff) with your line manager to confirm you are meeting required standards. During this probationary period you will be given appropriate support and development opportunity to help you reach the required standards. Extension of the probationary period may be granted to enable the required standards to be achieved, but failure to do so could result in termination of your employment.

### ***d. Your Attendance at Work***

Treworkey Cottages values good attendance at work and is committed to improving the general well being of its employees to achieve this. Although we aim to secure regular attendance, we do not expect employees to attend when they are unwell.

#### *i) Notification of Absence*

Your line manager should be notified as early as possible if absence from work is anticipated for hospitalisation and other medical treatment.

If you are unable to attend work due to sickness or injury, your line manager must be notified by telephone before your normal start time or as soon thereafter as possible on the first day of absence, if possible indicating a date of return. Notification should be made by you personally unless impossible due to the nature of the illness where you should arrange for someone else to call on your behalf. During prolonged periods of absence, your manager should be kept informed of progress and an expected date of return. As soon as possible after your return, a brief Return To Work Interview will be held with your Line Manager to discuss any issues arising from your absence and to put into place any adjustments necessary.

Any employee who has been absent due to claimed sickness and is found not to have been genuinely ill will be subject to disciplinary action, which could include dismissal.

#### *ii) Sickness Payments*

You may be eligible for Statutory Sick Pay. You are not entitled to contractual sick pay. From your first day of absence you will be required to complete a self-certification form available through your line manager on your return; if greater than 7 days you will require a statement of Fitness for Work from your G.P.

#### ***e. Hours of Work***

Your normal hours and working pattern will be specified in your Statement of Terms and Conditions of Employment.

A daily unpaid lunch break of a minimum of 30 minutes must be taken if you work more than six hours daily.

Treworgey Cottages reserves the right to vary your hours and pattern of working, following consultation and agreement with you.

Persistent poor timekeeping means that colleagues are put under pressure to cover your duties. This is not acceptable and will therefore be treated as a potential disciplinary offence under our disciplinary procedures.

#### ***f. Flexible Working***

Treworgey Cottages has a policy of trying to assist staff to balance their work and home life, and is therefore willing to consider requests from staff to vary their working hours or work pattern. Such requests will be considered taking into account the impact on the organisation, work colleagues and any other relevant factors.

Any member of staff with at least 26 weeks service with the company may make a formal written request for flexible working arrangements. Should you wish to progress this you should speak to your line manager. Please note that only one such request may be made in any 12 month period and that flexible working is not an automatic or statutory entitlement.

#### ***g. Criminal Records Checks***

Certain employees of Treworgey Cottages may be required to undergo a criminal records office check. This is only in very special circumstances where your employment with us means you are likely to come into contact with children or vulnerable adults (or certain other particular circumstances). Should this be the case, we will discuss the situation with you prior to confirming your appointment (or relevant change to your job).

#### ***h. Conflict of Interest***

You should not, directly or indirectly, engage in, or have any interest, financial or otherwise, in any other business enterprise, which interferes or is likely to interfere with your independent exercise of judgement in Treworgey Cottages' best interest.

Should you be in doubt as to whether an activity involves a conflict, you should discuss the situation with your manager.

## ***i. Standards of Performance and Behaviour at Work***

### ***i) Appearance***

Treworgey Cottages does not seek to inhibit individual choice in relation to your appearance. However, you are expected to dress appropriately at all times in relation to your role, and to ensure that your personal hygiene and grooming are properly attended to prior to presenting yourself at work.

If we have supplied you with a uniform of other apparel, then you must wear this at all times when required to do so; it is your responsibility to ensure that this is clean and presentable.

If you have any queries about what is appropriate, these should be directed to your line manager.

### ***ii) Company Premises***

You must not bring any unauthorised person on to Treworgey Cottages' property without prior agreement from your line manager, unless you are authorised to do so as part of your job. In these circumstances you are responsible for ensuring that your visitors are appropriately monitored during their stay, and that they do not access areas or company property inappropriately.

“...bringing alcohol or any unlawful drugs to the workplace, and / or imbibing them there is strictly prohibited...”

You must not remove Treworgey Cottages' property from the organisation's premises unless prior authority from your line manager has been given.

### ***iii) Personal Property***

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

### ***iv) Telephones & Correspondence***

Company telephone / mobile phone or postal facilities must not be used for private purposes without prior permission from your line manager. If, for any reason, personal use is made of these items then arrangements must be made to pay the cost price of all services used. Abuse of these facilities will be considered a potential disciplinary matter.

### ***v) Smoking and Other Substances at Work***

Legislation exists which makes it illegal to smoke in enclosed public spaces. Smoking, including e-cigarettes, is therefore strictly prohibited in all Treworgey Cottages' premises, cottages and vehicles.

Bringing alcohol or any unlawful drugs to the workplace, and / or imbibing them there is strictly prohibited both during work time and during a period prior to work where the

effects carry over to the workplace. Any such instances will be dealt with under the disciplinary procedure and may lead to your summary dismissal.

*vi) Confidentiality*

It is a condition of your employment that you have a duty of confidentiality with regards to Treworkey Cottages, the owners and their family, employees, customers or suppliers.

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

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

*vii) Computer, email and Internet use*

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

Limited personal use of the internet is permitted during your formal breaks. All internet use is monitored and accessing pornographic or other unsuitable material, including auction or certain social networking sites is strictly prohibited and would be considered a serious disciplinary offence which may result in dismissal.

Only software packages properly authorised and installed by the Company may be used on Company equipment, you must therefore not load any unauthorised software onto Company computers.

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

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

*viii) Receipt of Gifts*

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

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

In every circumstance where a gift is offered, the advice of your line manager must be sought.

*ix) Bribery and other Corrupt Behaviour*

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

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

***j. Data Protection and Access to Information***

Treworkey Cottages will comply with all statutory requirements of Data Protection law including the requirements of the General Data Protection Regulations (GDPR). Any personal or sensitive information on an individual which the Company holds is covered by this legislation. This includes emails too. If you receive a subject access request you should refer this immediately to your line manager.

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

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

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

Employees can request access to the information held on them by the Company. All requests by employees to gain access to such records should be made in writing.

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

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

- Name
- Home address
- Telephone number
- Bank account details
- Examinations passed/qualifications gained
- Emergency contact
- Driving licence penalties (if you are required to drive on Company business)
- Criminal charge, caution or conviction
- Conflict, or potential conflict of interest

## **Valuing Diversity and Dignity at Work**

### ***a. Valuing Diversity***

#### *i) Statement*

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

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

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

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

#### *ii) Key Actions*

In adopting these principles Treworkey Cottages:

1. Will not tolerate acts that breach this policy and all such breaches or alleged breaches will be taken seriously, be fully investigated and may be subject to disciplinary action where appropriate.
2. Fully recognises its legal obligations under all relevant legislation and codes of practice.

“...Treworkey Cottages is committed to valuing diversity ...”

3. Will allow staff to pursue any matter through the internal procedures, which they believe has exposed them to inequitable treatment within the scope of this policy.
4. Will ensure that all managers understand and maintain their responsibilities and those of their team under this policy.
5. Will offer opportunities for flexible working patterns, wherever operationally feasible, to help employees to combine a career with their domestic responsibilities.
6. Will provide equal opportunity to all who apply for vacancies through open competition.
7. Will select candidates only on the basis of their ability to carry out the job, using a clear and open process.
8. Will provide all employees with the training and development that they need to carry out their job effectively.
9. Will provide all reasonable assistance to employees who are or who become disabled, making reasonable adjustments wherever possible to provide continued employment. We will ensure an appropriate risk assessment is carried out and that appropriate specialist advice is obtained when necessary.
10. Will distribute and publicise this policy statement throughout the Company

#### ***b. Dignity at Work***

##### *i) Statement*

The Company believes that the working environment should at all times be supportive of the dignity and respect of individuals. If a complaint of harassment is brought to the attention of management, it will be investigated promptly and appropriate action will be taken.

##### *ii) What and How of Harassment*

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

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

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

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

Forms may include:

- physical contact ranging from touching to serious assault

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

*iii) What should I do if subject to Harassment?*

If you feel you are being harassed you are strongly encouraged to seek early advice/support from your line manager. If you feel your line manager is harassing you, then you should contact his / her immediate line manager.

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

The Company has a formal procedure for dealing with these issues which you can obtain from your line manager.

## Pay, Benefits & Pensions

### **a. Pay Arrangements**

Hourly paid staff will normally be paid fortnightly in arrears on Monday by direct credit transfer to your designated bank account. Whenever possible, we will notify you a week in advance, if we are unable to pay on a Monday – usually due to payroll staffing problems.

Your basic pay was outlined in your statement of terms and conditions. Any subsequent amendments to your basic pay will be notified to you in writing by the Company.

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

If any queries arise with regard to pay, or if it looks as if a mistake has been made, speak to Carolyn Nicolle (Payroll) in person or by phone on 07508 672382 as soon as possible. Unless agreed otherwise, any pay errors, whether of over or underpayment, will be rectified in the next payment.

Appropriate deductions will be made from pay including (but not necessarily limited to) income tax, National Insurance contributions (NICs) and student loans which are subject to each employee's earning level, family status and the number of hours worked.

### **b. Overtime**

Overtime is not payable. You are paid for the hours that you work.

### **c. Income Tax**

If there are any changes in your personal circumstances, which will affect your tax status, you should notify the Inland Revenue, who will automatically inform the Company of any changes to your tax code. Contact details can be found here:

<https://www.gov.uk/contact-hmrc>.

### **d. Sickness Pay Provision**

#### *i) Statutory Sick Pay (SSP)*

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

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

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

#### *ii) Contractual Sick Pay*

You are not entitled to contractual sick pay.

### **e. Pension Scheme**

To help all of us to save for our retirement, auto-enrolment was introduced by the government. This means employers are enrolling their employees into a workplace pension as an easy way to help them start saving for the future. Treworgey Cottages will be using The People's Pension as our workplace pension scheme for auto-enrolment.

We'll put you into a pension scheme if, on employment with us, you're:

- aged at least 22 but you're under State Pension age
- earning more than £10,000 a year (£833 a month or £192 a week)
- not already an active member of a qualifying workplace pension scheme with us
- working, or ordinarily working, in the UK (under The Pensions Regulator's criteria).

If you don't meet these criteria on employment with us, but you do meet them at a later date, we'll auto-enrol you into the pension scheme then.

You may elect to opt out of the scheme if you so wish. Please note that no member of Treworgey Cottages can advise you on whether you should join or not. If you are unsure, you should seek independent financial advice.

See [www.thepeoplespension.co.uk/employees](http://www.thepeoplespension.co.uk/employees) for further information regarding the scheme and at [www.gov.uk/workplacepensions](http://www.gov.uk/workplacepensions) regarding auto-enrolment.

## Leave/Holiday Arrangements

### **a. Annual Leave/Holiday**

Employees of Treworkey Cottages, whether part-time or full-time, are entitled to a minimum 5.6 weeks' paid annual leave. This includes public holidays but may not necessarily be taken on public holidays. A week's leave allows you to be away from work for a week – that is the same amount of time as your working week. If you do a five-day week, you are entitled to 28 days leave per year, if you do a four-day week the entitlement is 22.4 days leave etc. For those paid hourly, leave is calculated in hours.

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

- The holiday year runs from 1<sup>st</sup> April to 31<sup>st</sup> March. Leave is accrued quarterly and should be taken in the quarter in which it is accrued unless otherwise agreed with the Manager.
- Leave for employees joining after the start of the leave year accrues at the rate of one twelfth of the annual entitlement for each complete calendar month of service
- Leave for employees who terminate their employment during the leave year is calculated on the same basis. If, however, the annual leave entitlement has been exceeded, a deduction calculated on the same basis will be deducted from the final salary payment.
- Holiday pay in lieu of accrued leave will be paid only on termination of employment and will normally be subject to a maximum of 10 working days.

The statutory Bank Holidays form part of the 28 day annual leave entitlement. Annual leave may not necessarily be taken on Bank Holidays. Please discuss your wishes with your line Manager.

### **b. Maternity Leave and Pay Policy**

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

You may not return to work during the two weeks immediately following the birth of your child.

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

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

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

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

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

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

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

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

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

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

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

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

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

During Ordinary Maternity Leave, you will continue to receive your contractual benefits and your normal terms and conditions will continue to apply, except for those terms relating to wages and salary. You will continue to accrue holiday [but holiday must be taken in the year it is earned].

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

“...If any pregnant employees, or employees who have recently become mothers or who are breastfeeding are employed in positions which have been identified as posing a risk to their health and safety or that of their baby they will be notified immediately and arrangements will be made to eliminate the risks...”

If any pregnant employees, or employees who have recently become mothers or who are breastfeeding are employed in positions which have been identified as posing a risk to their health and safety or that of their baby they will be notified immediately and arrangements will be made to eliminate the risks.

If you have concerns about your own health and safety at any time you should consult your Line Manager immediately.

You do not have to notify the Company separately of your return date. It will be assumed that you will come back to work on the date the Company has notified you is the end of your maternity leave period. However, if you wish to return to work before the end of your full maternity leave entitlement, you should give your line manager at least 8 weeks notice in writing of your intended return date.

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

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

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

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

Parallel arrangements are available for the adoption of a child.

### ***c. Paternity Leave and Pay***

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

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

To qualify you must have worked for the Company for at least 26 weeks by the end of the 15<sup>th</sup> week before the expected birth week.

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

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

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

### ***d. Shared parental leave***

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

- You (or your partner) must be entitled to maternity / adoption leave, or statutory maternity / adoption pay (or maternity allowance from the Government) and you must share the main responsibility for caring for the child with your partner. In addition, you and your partner will also be required to follow a two-step process to establish eligibility as follows:
- **Step 1 - Continuity test:** if you are seeking to take shared parental leave, one parent / adopter must have worked for the same employer for at least 26 weeks at the end of the 15th week before the week in which the child is due (or at the week in which an adopter was notified of having been matched with a child or adoption) and they should still be employed in the first week that shared parental leave is to be taken.

The other parent /adopter has to have worked for 26 weeks in the 66 weeks leading up to the due date and have earned at least £390 in total in 13 of the 66 weeks (add up the highest paying weeks, they don't need to be in a row)

- **Step 2 - Individual eligibility for pay:** To qualify for shared parental pay the parent / main adopter must, as well as passing the Continuity test, also have earned an average salary of the National Insurance lower earnings limit or more for the 8 weeks prior to the 15th week before the expected birth / adoption.

### ***e. Parental Bereavement Leave and Pay***

From April 2020 Should you suffer the loss of a child under the age of 18 or a stillbirth after 24 weeks of pregnancy, if you have 26 weeks' continuous service with us, you will be entitled to two weeks paid leave at the statutory rate. If you do not meet these criteria you will still be entitled to unpaid leave.

#### ***f. Time Off For Dependants***

You are legally entitled to take a reasonable amount of time off to deal with certain prescribed emergencies involving certain dependants. This leave is called Time Off For Dependants. Time Off For Dependants can be taken, for example, if a dependant falls ill or is injured, if care arrangements break down, or to arrange or attend a dependant's funeral. A dependant is your child (including adopted child), husband, wife or parent. It also includes someone who lives in your household, and someone who reasonably relies on you, such as an elderly relative. Any time taken off must be necessary and reasonable in the particular circumstances. Time Off For Dependants is not paid.

## Health and Safety

Treworkey Cottages recognises and accepts its responsibility as an employer to maintain, so far as is reasonably practicable, the safety and health of its employees, and of other persons who may be affected by its' activities.

It is your duty as an employee not to put at risk either yourself or others by your acts or omissions. **You should also ensure that you are familiar with the Company health and safety arrangements which are outlined in Appendix 2 of this document.** Should you feel concern over any health and safety aspects of your work, this should be brought to the attention of your line manager immediately.

## Training and Development

#### ***Training and Development Policy***

- The Company aims to assist staff settling into their new role/job.
- Appropriate development schemes, courses, etc. to enable staff to develop relevant skills and acquire relevant knowledge in their role will be made available.

## Leaving Treworkey Cottages

#### ***a. Notice Periods***

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

You may end your employment with us by giving the following contractual notice period:

If you have worked for us, the employer, for:

- 1 month to 1 year – contractual notice is 2 weeks
- 1 year onwards – contractual notice is 4 weeks

We may end your employment with us by giving the following statutory notice period:

If you have worked for us, the employer, for:

- 1 month to 2 years – statutory notice is 1 week
- 2 to 12 years – statutory notice is 1 week for each full year you have worked
- 12 years or more – statutory notice is 12 weeks

### ***b. Working Notice***

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

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

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

### ***c. Other Conditions on Leaving***

On leaving, the Company will deduct from any money due to you such sums as you may owe to the Company. These may include payment made for holidays taken in excess of entitlement.

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

After you have left the Company, you must not:

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

Should your employment be terminated following disciplinary action it is likely you will receive payment in lieu of notice. However, as there are numerous reasons as to why

someone is dismissed, payment in lieu of notice will be reviewed on an individual basis taking into consideration the reasons behind the dismissal.

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

***d. Retirement***

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

You should ensure that you inform your line manager at least 6 months before you plan to retire to ensure all appropriate arrangements are made, for example, sourcing a replacement.

## Appendix 1 Disciplinary and Grievance Procedures – Treworkey Cottages

### DISCIPLINARY PROCEDURE

#### **SCOPE**

The Company Disciplinary Procedure will be used only when necessary and as a last resort. Where possible, informal and/or formal counselling or other good management practice will be used to resolve matters prior to any disciplinary action being taken. The procedure is intended to be positive rather than punitive but takes into account the fact that sanctions may have to be applied in some circumstances.

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

#### **SUSPENSION**

Suspension is not disciplinary action. The purpose of suspension is diverse and can be used when it is necessary to remove a member of staff from the workplace pending an investigation for example, to allow time for a 'cooling down period' for both parties, for their own or others protection, to prevent them influencing or being influenced by others or to prevent possible interference with evidence. Only the Manager in charge of that individual, at that time or their superior, have the authority to suspend an individual.

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

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

#### **COUNSELLING**

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

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

A record of the counselling should be given to the employee and a copy retained in their personnel file. It is imperative that any counselling should be followed up and improvements recognised and recorded. Once the counselling objectives have been met, any record of the counselling will be removed from the employees file.

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

## **PROCEDURE FOR FORMAL INVESTIGATION**

Formal investigations should be carried out by the most appropriate manager who is not directly involved with the incident being investigated. This manager may involve others to assist with the investigation process. All the relevant facts should be gathered promptly as soon as is practicable after the incident. Statements should be taken from witnesses at the earliest opportunity. Any physical evidence should be preserved and/or photographed if reasonable to do so.

A report should be prepared which outlines the facts of the case. This should be submitted to the appropriate senior manager who will decide whether further action is required. Where appropriate, this report may be made available to the individual and their representative.

In most circumstances where misconduct or serious misconduct is suspected, it will be appropriate to set up an investigatory hearing. This would be chaired by the appropriate Senior Manager, who would be accompanied by another manager. The investigating manager would be asked to present his/her findings in the presence of the employee who has been investigated. Witnesses should be called at this stage, and the employee allowed to question these witnesses. The employee has a right of representation at this hearing.

Following the full presentation of the facts, and the opportunity afforded to the employee to state his/her side of the case, the hearing should be adjourned, and everyone would leave the room except the senior manager / Director hearing the case, and the other manager. They would discuss the case and decide which of the following option was appropriate:

1. take no further action
2. recommend counselling for the employee
3. proceed to a disciplinary hearing

All parties should be brought back, and informed as to which option has been chosen. Should the decision be taken to proceed to a disciplinary hearing, then this may follow on immediately from the investigatory hearing if the following criteria have been met:

- the employee has been informed by letter that the investigation may turn into a disciplinary hearing, and that he has the right of representation
- he has been told in advance what the nature of the complaint is, and had time to consult with a representative
- all the facts have been produced at the investigatory hearing, and the manager is in a position to decide on disciplinary action.
- the manager should inform the employee and their representative that the hearing would now become a formal disciplinary hearing, and invite them to say anything further in relation to the case.

It may be appropriate at this point to adjourn proceedings, whilst necessary arrangements are made for a representative to attend the hearing at the request of the employee.

Should anyone who is subject to disciplinary action resign during the course of it, the action will cease unless there are extenuating circumstances which require it's

continuance. The subject of the discipline may also request that the disciplinary action continue.

## **WARNINGS**

### **Examples of Minor Misconduct**

Below are listed examples of misconduct which may warrant either a Verbal Warning or a First Written Warning. It is stressed however that this list is not exhaustive and that on all occasions a full and proper investigation must take place prior to the issue of a warning.

- Persistent lateness and poor time-keeping.
- Absence from work, including going absent during work, without valid reason, notification or authorisation.
- Smoking within unauthorised areas.
- Failure to work in accordance with prescribed procedures.
- Incompetence.
- Unreasonable standards of dress or personal hygiene.
- Failure to observe Company regulations and procedures.

### **Verbal Warning**

A Verbal Warning is appropriate when it is necessary for the manager in charge to take action against an employee for any minor failing or minor misconduct.

### **First Written Warning**

A First Written Warning is appropriate when :

- a verbal warning has not been heeded and the misconduct is either repeated or performance has not improved as previously agreed.
- an offence is of a more serious nature for which a written warning is more appropriate.
- the recurrence or accumulation of an offence/offences, if left, will lead to more severe disciplinary action.

### **Examples of Gross Misconduct**

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

- Theft, including unauthorised possession of Company property.
- Breaches of confidentiality, prejudicial to the interest of the Company,
- Being unfit for duty because of the misuse/consumption of drugs or alcohol.
- Refusal to carry out a management instruction which is within the individual's capabilities and which would be seen to be in the interests of the Company.
- Breach of confidentiality / security procedures.
- Bribing or attempting to bribe another individual, or personally taking or knowingly allowing another person to take a bribe;
- Physical assault, breach of the peace or verbal abuse.
- False declaration of qualifications or professional registration.
- Failure to observe Company rules, regulations or procedures.
- Wilful damage of property at work.
- Incompetence or failure to apply sound professional judgement.

### **Final Written Warning**

A Final Written Warning is appropriate when :

- an employee's offence is of a serious nature falling just short of one justifying dismissal.
- an employee persists in the misconduct which previously warranted a lesser warning.

### **Downgrading or Transfer to another Post**

This action is appropriate when :

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

### **Dismissal**

Dismissal is appropriate when

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

### **Time Scales for the expiry of Warnings**

Warnings issued to employees shall be deemed to have expired after the following periods of time.

- Verbal Warnings: 6 months
- First Written Warnings: 12 months
- Final Written Warnings: 18 months (or as agreed and recorded at the hearing)

These time scales remain provided that during that period, no further warnings have been issued in respect of the employee's conduct.

### **LETTER OF WARNING**

All Warnings must contain the following information :

- The letter must be issued within 7 days of the date of the disciplinary hearing.
- The nature of the offence and where appropriate, that if further misconduct occurs, more severe disciplinary action will be taken.
- The period of time given to the employee for improvement.
- The employees right to appeal to the manager directly above that of the one issuing the warning.
- A copy of the warning and any supporting documentation must be attached to the individuals personnel file.
- The employee must also receive a copy of the warning which in the case of any written warning will be sent to their home address by recorded delivery if not handed to them in person.
- In the case of a final written warning, reference must be made to the fact that any further misconduct will lead to dismissal, and that the employee has the right of appeal, and to who they can make that appeal.

The letter confirming dismissal will contain the following information:

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

## **APPEALS**

Every employee has the right to appeal against the outcome of a disciplinary hearing. The basis of an appeal should normally relate to one of the following areas:

- that the Company's' Procedure had not been followed correctly.
- that the resulting disciplinary action was inappropriate.
- that the need for disciplinary action was not warranted.
- that new information regarding disciplinary action, has arisen

An appeal should be put in writing. The letter of appeal may be constructed by the employee or their representative. The letter should contain the grounds for appeal and should be lodged within 10 days of receipt of the warning / dismissal letter.

An appeal will be arranged within 20 working days of receipt of the appeal letter.

### **Appeals against Verbal and First Warnings**

In the case of verbal and first warnings, the appeal will be heard by the manager next in line to the one who issued the warning.

### **Appeals against Downgrading, Final Warnings and Dismissal**

The hearing and determining of appeals against final warnings and dismissal will be heard by the appropriate Manager. They may also involve another senior manager not previously involved with the case.

When dealing with an appeal against a Final Warning or Dismissal written statements of case may be submitted no later than 2 days prior to the date of Appeal Hearing. No additional written evidence will be admitted by the Appeal Committee on the date of the Hearing.

Witnesses may be required by either party at an appeal hearing, dependent upon the circumstances and nature of the case. However, there is no specific obligation on either party to produce a witness. Either party must give 5 days prior notice that they intend to call specific persons involved or associated with the case under consideration.

It is the responsibility of the management representative and for the appellant to each arrange for the availability and attendance of any witness they wish to call.

## **GRIEVANCE PROCEDURE**

The grievance procedure is intended as the tool by which a member of staff may formally have a grievance, regarding any condition of their employment, heard by the management of the Company. The aggrieved employee has the right to representation by a Trade Union Representative, a professional organisation, a staff association or a colleague/friend.

In the event of a member of staff wishing to raise a grievance, it is preferable for the grievance to be satisfactorily resolved as close to the individual and their line manager as possible. It is understood however that this is not always possible and that a formal procedure is required to ensure the swift and fair resolution of matters which aggrieve the Company's employees.

Time scales have been fixed to ensure that grievances are dealt with quickly, however these may be extended if it is agreed upon by both parties.

This procedure is not intended to deal with:

1. Dismissal or disciplinary matters which are dealt with in a separate procedure.
2. Disputes, which are of a collective nature and which are dealt with in a separate procedure.

### **Stage 1**

An employee who has a grievance, should raise the matter with his manager immediately either verbally or in writing. If the matter itself concerns the employee's immediate manager, then the grievance should be taken to their superior.

If the manager is unable to resolve the matter at that time then a formal written grievance form should be submitted (see appendix 1a). The manager should then respond within **2 working days** (i.e. the managers normal working days) to the grievance unless an extended period of time is agreed upon by both parties. The response will give a full written explanation of the managers decision and who to appeal to if still aggrieved.

### **Stage 2**

In most instances the Company would expect the managers' decision to be final and for the matter to come to a close. However, in some circumstances the employee may remain aggrieved and can appeal against the decision of the manager concerned.

The appeal, to the manager next in line, must be made within ten working days of the original response to the employees grievance. The appeal must be in writing (see appendix 1b) and contain the original formal Grievance form. This manager will attempt to resolve the grievance. A formal response and full explanation will be give in writing, as will the name of the person to whom they can appeal if still aggrieved, **within 7 days**.

Where the 'next in line' manager at this stage is the Manager with responsibility for the employees function, then the grievance should immediately progress to stage 3.

### **Stage 3**

If the employee remains aggrieved there will be a final level of appeal to the Manager responsible for the employees function. This appeal must be made in writing (see appendix 1c), enclosing a copy of the original Formal Grievance form, to the owners within ten working days of receipt of the Stage 2 response. This Manager will arrange and hear the appeal with another management representative and respond formally with a full explanation **within 20 working days**.

Where a grievance is raised against a Manager then the grievance will be heard by this person's senior.

There is no further right of appeal. Where however **both** parties agree that there would be some merit in referring the matter to a third party for advice, conciliation or arbitration, arrangements will then be made to find a mutually acceptable third party.

*Grievance Procedure - Appendix 1a*

*To:*

*From:*

*Dept:*

*Date:*

*Immediate Superior:*

Dear

I wish to take a formal grievance out against:

---

in line with the Company Grievance Procedure. The details of my grievance are shown below :

Yours sincerely,

***(Manager should respond to this formal written grievance within 2 working days unless an extended period for response is mutually agreed)***

*Grievance Procedure - Appendix 1b*

*To*

*From*

*Dept*

*Date*

*Immediate Superior*

Dear

On (within 10 days of the response to the initial formal grievance) my grievance against was heard by

I am not satisfied with the outcome of this meeting and would like to appeal to yourself for a further hearing of my grievance, in line with the Company Grievance Procedure.

I enclose a copy of the original letter regarding this matter and other correspondence and information related to it.

Yours sincerely

***(Manager should respond to this formal written grievance within 7 days unless an extended period for response is mutually agreed)***

*Grievance Procedure - Appendix 1c*

*To (Manager):*

*From:*

*Dept:*

*Date:*

*Immediate Superior:*

Dear

On (within 10 days of the response to the second stage of the formal grievance) I appealed to against the decision made at my initial grievance against

---

I remain dissatisfied with the outcome of this meeting and would like to appeal to you for a further hearing of my grievance, in line with the Company Grievance Procedure.

I enclose a copy of the original letter regarding this matter and other correspondence and information related to it.

Yours sincerely

***(Owners should respond to this formal written grievance within 20 working days unless an extended period for response is mutually agreed)***

## Treworkey Cottages

### ***a. Health and Safety Policy Statement***

Management recognises and accepts its responsibility to ensure, as far as is reasonably practicable, the health and safety of all its employees, contractors, visitors and those members of the public who may be affected by the business's activities

It is the business's aim to promote, set and maintain the highest standards for health safety and welfare matters. This will be achieved by:

- Providing adequate control of the health and safety risks arising from work activities
- Consulting with employees on matters affecting health and safety
- Providing and maintaining safe plant and equipment
- Ensuring safe handling and use of substances
- Providing information, instruction and supervision for employees
- Ensuring all employees are competent to do their tasks
- Preventing accidents and cases of work related ill health
- Maintaining safe and healthy working conditions
- Reviewing and revising the policy as necessary at regular intervals

The business will endeavour to eliminate any hazards, which may result in personal injury, illness, fire, security losses, property damage or harm to the environment.

Name Holly Kyte                      Date 1st Nov 2023

### ***b. General Responsibilities***

Overall and final responsibility for Health & Safety in the business is that of Mrs Holly Kyte

Holly Kyte is responsible for this policy being carried out on a daily basis within the cottages, playrooms, information room, and offices. She will ensure that the relevant line manager discusses with workers in these areas the contents of this policy in order to ensure, so far as is practicable, there is understanding and application of safe working practices.

Holly Kyte is also responsible for this policy being carried out on a daily basis with staff undertaking maintenance and improvements inside and outside. This could include work on the inside and outside of buildings used for any purpose, in the gardens and grounds, in the swimming pool enclosure, on land reserved for the riding school and riding school facilities, areas of ground used for parking or storage. This is not an exclusive list. She will ensure that the relevant line manager discusses with workers in these areas the contents of this policy in order to ensure, so far as is practicable, there is understanding and application of safe working practices.

Holly kyte, under the guidance of Mrs Linda Wright (partner & BHSII), is responsible overall for the riding school. Responsibility on a daily basis is that of the appointed person for that day. Holly, or Line Manager Sarah O'Reilly, will discuss with workers in the riding school the contents of this policy in order to ensure, so far as is reasonably practicable, there is an understanding and application of safe working practices.

A copy of the Health & Safety Policy Statement for Treworkey Cottages is displayed in the office.

### ***c. Workers Responsibilities***

All workers have the responsibility to cooperate with management to achieve a healthy and safe workplace and to take reasonable care of themselves and others. Whenever a worker notices a health or safety problem which they are not able to put right, they must immediately tell their line manager, or Holly or Andy Kyte. Consultation and communication between management and workers is encouraged on all matters, and especially health and safety. Any problems should be raised immediately. Workers and management are expected to display constant vigilance in the identification and control of risks. Deliberate actions resulting in risk will not be tolerated and appropriate action will be taken. The non-reporting of danger or continued use of a dangerous process will be judged to be gross misconduct, and may result in disciplinary proceedings.

### ***d. First Aid Arrangements***

The positions on site of first aid boxes are listed below. People who have received first aid training are listed on notices in these same locations. These are not listed here as subject to change.

Holly Kyte is responsible for all first aid arrangements on site.

Pharmaceutical products (e.g. headache tablets) are NOT to be kept with first aid supplies or be administered by a worker.

Nearest doctor: The Looe Health Centre – 01503 266960  
Minor injuries: Liskeard Community Hospital, Clemo Rd - 01579 335600  
Nearest A & E: Derriford Hospital (Plymouth) - 08451 558155  
Treworrey Map Grid Ref.: SX241567

#### First Aid Boxes

Office  
Laundry  
Swimming pool changing room  
Stables – feed room  
Van  
Tractor  
Workshop

#### ***e. Accident Procedures***

All workers are to be fully aware of the need and importance to record accidents. A suitable book is provided on site in the office and at the stables for recording the following detail of any incident: (personal information will be kept confidentially by management)

Date and time  
Full name of affected person  
Occupation (e.g. employee, visitor, contractor)  
Nature of the injury  
Brief description of circumstances  
Date and method of report to enforcing authority

Any injury to a person who is not at work (i.e. public, visitor) must also be reported if it results from an accident arising out of or in connection with work and them being taken to hospital for treatment in respect of that injury.

Holly Kyte is responsible for investigating any serious incidents and for reporting such incidents under RIDDOR to the Incident Contact Centre – Tel: 0845 3009923 Fax: 0845 3009924

#### ***f. Training and Information***

All workers will be regularly consulted on matters of health and safety by the management, with formal meetings held as necessary. A copy of the 'Health & Safety Law' poster is displayed in the office.

The management, within their respective areas of responsibility, will provide for the provision of formal training (as necessary) and induction procedures to workers. In-house training will be provided as necessary.

Vehicles operated for the business are only to be driven by authorised persons who are suitably licensed and insured.

Tractor(s) and other plant are only to be operated by authorised persons who are experienced or trained

Chainsaws are only to be used onsite by persons who are experienced or trained

Pesticides are only to be handled by authorised persons who are experienced or trained

Veterinary products are only to be used by authorised persons who are experienced or trained

Workshop equipment is only to be operated by authorised persons who are experienced or trained

Abrasive wheels may only be changed, set or mounted under the strict supervision of Andy Kyte, or by a trained person.

#### Regular/Statutory Inspections

The following are responsible for specific checks on the areas stated

Area	Person Responsible	Interval
Fixed Electrical installations	Approved Electrical Contractor	3 years or as specified
Portable Electrical Appliances	Competent Person	1 year or as specified
Lifting Equipment and Accessories	Approved Engineering Surveyor / Competent Person	1 year or as specified by a "WSE"
Air Receivers	Approved Engineering Surveyor / Competent Person	1 year or as specified by a "WSE"
Fire Extinguishers	Approved Fire company / Competent Person	1 year
Portable Ladders / Scaffold Tower	Competent Person	1 year
Business Vehicles	Competent Person	1 year

Safety information, operator's manuals, data sheets and records / registers are available form management.

#### ***g. Advice and consultancy***

Liaison with a wide range of external bodies / organisations will be maintained to ensure the provision of adequate specialist advice:

Organisation	Address	Telephone
HSE – Local Office	Ballard House, West Hoe Rd., Plymouth PL1 3BL	01752 276300
Environment Agency – Area Office	Sir John Moore House, Victoria Sq, Bodmin PL31 1EB	08708 506506
Cornwall Council	Luxstowe House, Liskeard PL14 3DZ	01579 341000
Peninsula	4 Sadlers Court, Oakham Business Park, Oakham, Rutland LE15 7GH	0844 879 2400
NFU	Liskeard	01579 308830

### ***h. Third Parties***

The business has a responsibility to all visitors (including contractors) who may come onto the site. All authorised visitors will be appointment only, and will be accompanied on site as necessary. Anyone else who is either unknown or unauthorised should be directed to the office. Parents are responsible for their children at all times on the site. Any lost children found on site should be taken to the office where staff will try to reunite them with their parents.

Contractors are responsible for the health and safety of anyone who may be affected by their operations while on site. They are also responsible for ensuring that equipment supplied by them is properly maintained and does not present a hazard. Only competent contractors will be used on site by the business.

The business aims to maintain a high standard of health and safety on site therefore it will also bring this policy to the attention of all such third parties.

### ***i. Fire Precautions***

Fire Extinguishers are provided around the premises in clearly marked fire points and are maintained under an annual service contract

- In the event of fire raise the alarm and call the fire brigade immediately
- In the event of a minor fire an attempt may be made, by suitably trained or competent workers to put out the fire using extinguishers provided but ONLY if this can be done without endangering themselves or others. If the fire is still burning after using one extinguisher DO NOT continue to fight the fire but proceed to the designated 'assembly point' on site as described in the Fire Risk Assessment available in the Office.

Smoking is not allowed in any 'high risk' areas on site with suitable signs prominently displayed as necessary and metal receptacles provided for the disposal of smoking materials.

Refer to the Fire Risk Assessment available in the Office for any further information.

### ***j. Environmental Policy***

The business will comply with all applicable environmental regulations, plus supply responsible standards where these do not exist, when planning work activities. All waste shall be stored on site and disposed of in accordance with current regulations, so as to minimise environmental impact.

In the event of a major spillage, contain it wherever possible and call the Environmental Agency immediately to pass on the relevant information regarding the incident.

### ***k. Hazardous Substances***

All hazardous substances are to be retained in their original packaging and be kept secure in their appropriate storage facilities when not in use, with the safety data sheet for each substance retained on file. Product labels should always be referred to and the advice followed before use.

### ***l. Personal Protective Equipment***

The business has an ongoing policy for the provision and use of all necessary safety clothing for the handling of hazardous goods as stated in the COSSH Assessment and/or recommended on the product label, and for protection against other risks as

detailed in the risk assessment. It is each worker's responsibility to wear such protective equipment and to ensure that it is tested and maintained as necessary. All protective equipment must be returned to its correct place when not in use.

Anyone refusing to wear appropriate protection is effectively refusing to carry out an instruction from the business. The effect of such refusal could be injury or death, prosecution or a civil claim for compensation, and it will be treated as gross misconduct and may result in disciplinary proceedings.

### ***m. Health Surveillance and Monitoring***

Health surveillance and monitoring will be carried out as necessary by the business with workers reporting any relevant concerns to management. Personal hygiene is very important, especially due to the potential risks from common occupational diseases such as contracting Weil's disease (working near where rodents have been), therefore all workers are advised to clean and cover any cuts or abrasions to their skin, plus report any illnesses immediately. Workers are also reminded to keep their Tetanus boosters up to date.

Stress is the adverse reaction people may have to being put under excessive pressure, which can in extreme circumstances lead to mental or physical illness. It is important that anyone who is suffering from stress informs management so that help can be offered. In particular, where stress is believed to be work related it is important to raise the issue so that the problem can be addressed. Any such information will be treated confidentially.

The consumption of alcohol and the use of controlled drugs are strictly forbidden at work and are deemed a serious disciplinary offence. Any person found to be under the influence of alcohol or controlled drugs will be removed from the premises for their own safety and the safety of others.

The policy for new or expectant mothers is to aim to provide adequate welfare facilities, a healthy working environment and to identify hazards and control risks. Management will take all responsible steps to prevent foreseeable injury to all new or expectant mothers, as soon as management has been given notification of the workers condition in writing. Confidentiality and privacy are respected, with procedures reflecting this.

### ***n. Work Equipment***

Workers must not use any work equipment unless they have been authorised to do so and been suitably trained. All work equipment must be stopped before making an adjustment, clearing blockages, undertaking maintenance or lubrication.

All PTO operated machinery must have their guards and restraining chains fitted correctly and checked at each use with any defects being reported immediately to management. PTO shaft guards are to be regularly maintained, suitably supported (not by chains) and removed when not in use for a long period. Adequate rundown time must be given after switching off the PTO before approaching the machine. Always look at the PTO shaft at either end to ensure it is stationary before handling.

All business vehicles must be kept clean and tidy, plus be checked on a daily basis with any defects reported to management. The Highway Code must be observed at all times. Management will check Driving Licences annually although workers are required to report to management any matter which might affect their licence. Third parties (other than employees) are not allowed to be carried in business vehicles at any time. Care must be taken at all times when driving business vehicles, especially when reversing, turning out of concealed entrances and operating on steep ground. All business vehicles must be left secure (hand brake on, remove key) when not in use. Workers are reminded that the use of mobile phones when driving is against the law. Responsibility for the safe control of the vehicle lies with the operator.

### ***o. Electrical Safety***

Plugs and cables are to be checked for loose connections and faults before use. If a fault is discovered it must be reported to management and the appliance plug removed until fixed. It must be ensured that all socket outlets used are suitable protected by RCD's rated at a maximum of 30mA. Use of extension cables and adapter plugs should be avoided as far as possible and care taken to minimise any tripping hazard where the use is unavoidable. Extension cables must be fully unreeled to avoid heat build up.

To minimise the risk of electrical fire:

Sockets must not be overloaded and must be switched off after use

Trailing leads must be kept to a minimum and kept in good repair

Where it is safe to do so, workers should turn off the electrical equipment they use at the end of each day

Any equipment believed to be faulty or dangerous must not be used

### ***p. Physical Hazards***

**Manual handling** – workers should adopt safe lifting techniques (ie lifting with the legs not the back) whenever mechanical movement of items is not possible and should always seek assistance whenever heavy or awkward items are being moved manually – as per the HSE leaflets INDG143 and AS23. All workers are to ensure that they only lift or carry items which are comfortably within their physical capacity. Items above 25kg should be subject to a team lift.

**Noise** – compliance with the Noise At Work Regulations 1989 is to be observed – details of these regulations are available from management. Workers will be advised under what circumstances hearing protection is recommended to be worn and should comply accordingly.

**Vibration** – compliance with the control of vibration at work regulation 2005 is to be observed – details of these regulations are available from management. Workers will be advised under what circumstances appropriate control measures are recommended and should comply accordingly.

**Dust/Fumes** – assessment of the associated hazards have been made under the COSH regulations – details of which are available from management. Workers will be advised under what circumstances respiratory protection is recommended to be worn and should comply accordingly

**Asbestos** – a register of all asbestos containing materials present on site has been completed – details of which are available from management. Workers will be advised under what circumstances appropriate control measures are recommended and should comply accordingly.

### ***q. Miscellaneous***

All work areas are to be maintained in a sound condition plus be kept clean and tidy with any spillages cleaned up promptly. All materials and equipment are to be stored in a suitable manner. Appropriate signs will be clearly displayed on site to indicate the location of First Aid provisions, fire extinguishers, where PPE needs to be worn, the presence of a fragile roof, that farm vehicles are in operation and the location of chemical and flammable product storage areas.

***r. Assessments***

In order to comply with the management of Health and Safety at Work regulations 1999 the business must assess the risks to the Health and Safety of anyone who may be affected by its work activities. Therefore suitable risk and COSHH assessments will be undertaken by the business with specialist advice sought as necessary. The significant findings will be recorded and made available to all relevant workers, plus be reviewed or updated periodically or as appropriate.