

Artlink

HANDBOOK

This handbook has relevance for managers, staff, sessional workers, volunteers, students on placement and the board of trustees. We will state at the beginning of each section to whom that part of the handbook applies. Updates and amendments to the Handbook will be notified by email. You should always refer to the electronic version to ensure you are complying with current policy.

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i. Introduction

This Handbook is designed both to introduce Artlink and to be of continuing use. The handbook provides information regarding the rules and procedures governing your involvement with Artlink, so please familiarise yourself with the content of each section.

The policies and requirements set out in the handbook are non-contractual and may be changed and updated from time to time. Notifications will be issued when changes are required (for example when there is a change in the law) and an updated handbook will be made available to you.

We hope that you will find the information contained in the handbook both informative and helpful. If you require clarification or any additional information please get in touch with **Vanessa Morrison, Administrative Coordinator**.

Please complete the APPENDIX 1 declaration confirming that you have read and understood the contents of the handbook and return it to Vanessa.

1. Welcome to Artlink

Welcome to Artlink if this is the first time that you have worked for us as a board member, volunteer, sessional worker, artist or permanent employee.

This part of our handbook aims to give you an overview of our aims, the programmes, and the people involved. Artlink relies on the valuable input of many volunteers and artists. This section of our handbook will help you to get a clear idea of how we function and give you information essential to the smooth running of our programmes and services, including information on all the policies and procedures that underpin our work. It also outlines what you can expect in support to carry out your task.

Artlink exists to support the right of people who experience disability to access the arts. Artlink believes that participation in the arts plays a significant role in achieving personal goals and social change. Through the Arts Access project we provide appropriate support to disabled people to go to arts events of their choosing. Our arts programmes in the community and healthcare situations aim to match the skills, interests and experience of people who use or work within 'care' systems with those of contemporary artists. The arts programmes in the community cover Edinburgh, West, East and Midlothian and work either with people with learning disabilities or people with enduring mental health difficulties. The work in hospitals aims to encourage participation in the arts by the hospital community, involving staff, patients, and where possible visitors in specific opportunities to be involved directly in working collaboratively with a contemporary artist.

We have developed and adopted a range of guidelines, procedures and policies to ensure the wellbeing, safety and rights of our user group, board, volunteers and staff. These are all covered in greater detail within the handbook. We encourage you to familiarise yourself with it. We have tried to make this pack as comprehensive as is possible. If you feel there are specific gaps in information, let us know! We can only make it better if we know what is missing. Please contact Vanessa Morrison, Administrative Coordinator with any suggestions or the person you are working for. Email info@artlinkedinburgh.co.uk or call 0131 229 3555.

What We Do

Artlink's activities are determined by the Memorandum and Articles of Association which together establish the direction of the company and how the company runs its business (a full copy is available at the office). The Board in association with the Director and Artistic Director set out the strategic direction of the company.

Artlink's approach is informed by many years of working within the disability and healthcare sector. This invaluable experience establishes Artlink as a provider of innovative responses to involvement in the arts. We constantly champion not just the 'fairness' of diversity and equality, but its great benefits. A society in which everyone can contribute is stronger, more nuanced and dynamic, richer in every way.

Artlink:

- Supports the right to participate in cultural life regardless of disability.
- Promotes diversity by drawing on lived experiences to inform arts responses which are relevant and enduring.
- Challenges everyday inequalities by encouraging creative thinking to offer positive solutions.

- Learns through open dialogue; developing projects which creatively merge the experience and knowledge of artist, scientist, care employee and individual.
- Pioneers collaborations between artist, individual and institution, fostering social progress, providing opportunities to experiment and innovate

Artlink Programmes

Artlink is an innovative, forward-thinking organisation – prepared to take risks. We are always trying out new ideas that push the boundaries of existing work in our field. Our aim is to challenge existing perspectives and change attitudes, creating opportunities for people to learn from each other, share ideas, continually developing ground-breaking ways of working.

Director: Jan-Bert van den Berg – janbert@artlinkedinburgh.co.uk
 Artistic Director: Alison Stirling – alison@artlinkedinburgh.co.uk

HOSPITAL ARTS

Our arts programme in hospitals across the Lothians, builds partnerships with patients, staff and the public. We encourage patients and staff to gain a new experience or skill and support the hospital community to improve their environment. We support a varied programme of workshops, events and installations by commissioning artists to work with patients and through collaborating with other arts & third sector organisations, and relevant healthcare staff.

Artist Team Leader: Anne Elliot – anne@artlinkedinburgh.co.uk

CURIOUS ROUTES | LEYLINES

We support people experiencing mental health difficulties to develop meaningful opportunities to pursue their creative interests in the communities of Edinburgh and West Lothian. These interests inform, direct and support activity within flexible interest based social networks. Artists support activity and mentor individuals and groups to develop their involvement and expertise within activities which imaginatively respond to very different needs.

Lead Artist: Patrick O’Growney – patrick@artlinkedinburgh.co.uk

KMADOTCOM | MAKERS | IDEAS TEAM | THE SOCIALITES

A flexible programme of opportunities for people with learning disabilities to participate, inform, and develop activity which reflects their unique interests and circumstances. We create long and short-term activity which supports the individual to contribute to their community as well as take part in developmental activity which responds to and looks for solutions to the everyday situations they face.

Senior Programme Producer: Kara Christine – kara@artlinkedinburgh.co.uk

ARTS ACCESS

We bring together disabled people venues, artists and organisations to improve access to the arts. The Arts Access service provides a range of opportunities to engage with the arts. We offer individual support, develop imaginative access programmes with artists & arts organisations and work with venues to remove barriers to access and participation in the arts.

Coordinator: Morven Crumlish – morven@artlinkedinburgh.co.uk
 Arts Access Assistant: Kirsty Paterson - kirstypaterson@artlinkedinburgh.co.uk

ADMINISTRATIVE TEAM

Like any other organisation we depend upon the support of our administrative staff.

Administrative Coordinator: Vanessa Morrison – info@artlinkedinburgh.co.uk
Bookkeeper: Alison Thorburn – alisonthorburn@artlinkedinburgh.co.uk

Artlink Board

The Board of Artlink is ultimately responsible for the strategic direction of Artlink and ensuring that the company complies with all relevant legislation, has in place clear policies and guidelines, and has adequate financial resources.

The Board consists of up to 15 members who meet on an eight-weekly basis. Current Board Members are:

- *Chair:* Adrienne Chalmers
- *Vice Chair:* Andres Ordorica
- *Treasurer:* Jaslin Bhagrath
- Secretary: Gavin McEwan
- Margaret Anderson
- Susan Killean
- Jonathan Owen
- Graham Jamieson
- Peter Johnston
- Caitlin Serey
- Holly Yeoman
- Ian Young

The volunteers, artists and staff are responsible for carrying out the strategic direction of Artlink. Artlink works with on average **100** volunteers, **100** sessional artists/staff and over **80** arts, voluntary and care organisations.

2. Fair Work

Artlink is committed to the supporting fair work first principles and opportunities. Fair work is work that offers all staff an effective voice, opportunity, security, fulfilment and respect. It balances the rights and responsibilities of Artlink and those that work for and with the organisation.

To support this we will create an environment that priorities safety and confidentiality and where open dialogue is central to how we function and where the challenges Artlink faces are dealt with constructively and transparently. We will create an environment where staff, volunteers, and freelance artists are fully engaged in what we do, a place where views are sought out, listened to and acted upon, and can make a difference. Through this approach we aim for Artlink to be a flexible and dynamic place to work.

To achieve this we apply the following principles:

Effective Voice

We believe in empowering staff, volunteers and artists' voices within the organisation. This is achieved through support and supervision, collective programme reviews and involvement of all to develop and update policies that affect work within Artlink.

Opportunity

We run a fair and transparent recruitment process and continue to invest in training for staff, volunteers and artists that focus on organisational priorities and individual personal development. Artlink regularly carries out skills audits in its board recruitment to ensure that it is reflective of the environment we work in.

Security

We aim to offer meaningful work which as far as is possible provides a reliable income offering contracts on sensible hour-based rates. We do not use or issue zero-hour contracts. All our rates are well in excess of the Real Living Wage and continue to be committed to ensuring that rates increase in line with local government settlements on an annual basis.

Fulfilment

We promote fulfilment at work and support wellbeing through investing in training, learning and skills development opportunities for staff, volunteers and artists in current and future roles as well as offer secondment and sabbatical opportunities.

Respect

We have strong policies addressing dignity at work. Staff are entitled to be treated with respect and dignity at work and have a personal responsibility for ensuring that they treat others with the way they would expect to be treated themselves. We consider dignity at work to mean being free to work without experiencing these four unacceptable behaviours bullying; harassment; discrimination and victimisation.

The Artlink Handbook sets out in detail the specific policies and procedures that support Fair Work principles.

3. Remuneration

Introduction

Salaries for permanent, temporary members of staff and sessional artists are paid no later than the 28th of each month by transfer directly into each individual's bank or building society account.

You will receive an itemised pay statement of your earnings and deductions on or around the date on which they are paid.

It is your responsibility to ensure that Artlink:

- has details of your bank or building society account number and sort code;
- is advised of any changes to your bank or building society account; and
- is told about any payment anomalies that you discover (e.g., overpayment of wages).

If you have any queries or problems concerning payment of your salary/fee you should contact your manager.

There is no provision for employees for overtime and additional hours worked need be taken as Time Off In Lieu in consultation with the appropriate manager.

Salary Reviews

Employees' basic rates of pay will normally be reviewed annually at the first Board meeting of the new financial year (April/May) although any increases will be at the absolute discretion of Artlink. Reviews may take place at other times of the year to reflect a change in circumstances. Any resulting changes to pay will be notified to employees in writing.

Pension

Artlink offers our employees an auto-enrolment pension scheme with The People's Pension. Full details of the scheme will be given to employees upon commencement of employment, including eligibility requirements, the minimum level of contributions that they are required to make during their membership and their right to opt out if they do not want to be a member of the scheme.

While participating in the scheme, employees agree to employee pension contributions being deducted from their salary.

Membership of the scheme is subject to its rules as may be amended from time to time, and Artlink may replace the scheme with another pension scheme at any time.

If an employee ceases to be a member of the scheme for any reason, Artlink will re-enrol them automatically into a pension scheme as and when required by law.

Further details about the rates of contributions and eligibility can be obtained from Alison Thorburn, Bookkeeper.

Annual Leave

The annual leave year runs from 1 January to 31 December. The annual leave entitlement is 25 days plus 11 public/bank holidays. Holiday entitlement is pro-rated for part-time employees and is calculated based on the number of hours/days the employee works.

Further information regarding holidays can be found in the [Annual Leave Policy](#).

Sickness

Where practicable notification of illness should be given to your manager at least 30 minutes before the beginning of the first working day of absence. If you have been absent for more than seven days you should provide us with a medical certificate.

Full details of the absence procedure can be found in the [Absence Management Policy](#) below.

4. Absence from Work

4.1 Annual Leave

General

Artlink's holiday year runs from 1 January to 31 December. All full-time employees are entitled to 25 days paid holiday per annum. Holiday entitlement is pro-rated for part-time employees depending upon the days and hours worked.

All holidays should be taken during the holiday year in which it is accrued. In exceptional circumstances, a maximum of 5 days (or pro-rata equivalent) may be carried over from one holiday year to the next but this can be done only with the prior written approval of the Director or, whom failing, the Board of Directors. In this case, any holiday carried over must be booked by January and taken no later than the March of the new holiday year.

All holiday dates should be approved in advance by your line manager. As much notice as possible of proposed holiday dates should be given to the line manager to ensure adequate staffing coverage at all times.

Artlink reserves the right to refuse a holiday request or require you to take holidays on particular dates as determined by the needs of the business.

Public Holidays

Artlink recognises 11 public/bank holidays a year, the dates of which vary from year to year. All recognised public and bank holidays are permitted as paid holiday in addition to the annual holiday entitlement specified above. The exact dates of public and bank holidays will be notified to you at the start of each holiday year.

If you work part-time you are entitled to the same public holiday terms as comparable full-time employees, but on a pro-rata basis.

Christmas and New Year

You will be required to take 4 days of your holiday entitlement over the Christmas and New Year period, unless otherwise agreed by the Line Manager.

Holiday Pay

Holiday pay is calculated based on your current basic rate of pay.

There will be no payment in lieu of any holiday not taken (except in exceptional circumstances or on termination of contract).

Holiday Pay on Termination of Employment

If you leave Artlink's employment part way through a holiday year and you have accrued holidays outstanding, Artlink may at our discretion require you to take the outstanding holiday during any notice period or make a payment in lieu thereof.

If, on the date of termination, you have taken paid holiday leave more than earned entitlement, you will be required to reimburse Artlink (by means of deduction from salary if necessary) in respect of such holiday.

No payment in lieu of accrued contractual holiday will be made to you (and where appropriate a deduction will be made from salary) in the event of termination for gross misconduct or in the event of you giving inadequate notice of termination or leaving before the contractual notice period has expired. Contractual holiday for these purposes means all and any leave entitlement provided for in your contract that is over and above the minimum statutory leave period provided for in the Working Time Regulations 1998.

Sickness During Holiday

Where you fall sick or are injured while on holiday, Artlink will allow you to transfer to sick leave and take replacement holiday at a later time.

This policy is subject to the following strict conditions:

- The total period of incapacity must be fully certificated by a qualified medical practitioner;
- You must contact your manager (by telephone if possible) as soon as you know that there will be a period of incapacity during a holiday.
- You must submit a written request no later than 10 days after returning to work setting out how much of the holiday period was affected by sickness and the amount of leave that you wish to take at another time.
- Where you are overseas when you fall ill or are injured, evidence must still be produced that you were by way of either a medical certificate or proof of a claim on an insurance policy for medical treatment received at the overseas location.

Where you fulfil all of the above conditions, Artlink will grant you the same number of days' replacement holiday leave as the number of holiday days lost due to sickness or injury.

If you are ill or are injured before the start of a period of planned holiday, Artlink will agree to you postponing the holiday dates to another mutually agreed time. Any period of sickness absence will

then be treated in accordance with Artlink's normal policy on sickness absence. You must submit a written request to postpone the planned holiday, and this must be accompanied by a letter from your doctor confirming that you are unfit, or are still likely to be unfit, to take the holiday.

You must request to take any replacement holiday in accordance with Artlink's normal holiday policy and should endeavour to take the replacement holiday in the same holiday year in which it was accrued. However, where you have good reason for not being able to do so, Artlink will allow you to carry that leave forward into the next holiday year. Artlink may require you to take all or part of our replacement holiday on particular days and it is not required to provide you with any minimum period of notice to do this, although we will aim to provide reasonable notice.

Holiday Entitlement During Sick Leave

When you are absent on sick leave you will continue to accrue your full statutory holiday entitlement. However, contractual holiday entitlement over and above the minimum statutory holiday entitlement provided for by the Working Time Regulations 1998 will not accrue during any paid or unpaid period of sick leave once you have been continuously absent for a period of 6 weeks or more. For the purpose of calculating the period of continuous absence, Artlink may disregard a return to work that is less than 10 working days.

If you are on sick leave then you may apply to take your accrued holiday entitlement while on sick leave. The holiday dates must be approved in accordance with this policy

4.2 Absence Management

Introduction

Artlink recognises the importance of establishing an effective policy which supports our efficiency and effectiveness. This policy is intended to observe the operational needs of Artlink whilst ensuring fair and consistent treatment of you regarding the management of absence.

We recognised that a certain level of sickness absence is inevitable. It is Artlink's policy to support you when you are sick and unable to come to work.

Absence Reporting Procedure

If you are absent from work due to illness or incapacity you must follow the procedure as set out below:

- Where possible you must notify Artlink by telephoning and speaking to your line manager at least 30 minutes before the beginning of your first working day of absence. If your line manager is unavailable, you should speak to another colleague to discuss your absence and any work or meetings that will require to be covered.
- You should provide an explanation for your absence and if possible, you should provide an estimate of the duration of the sickness period.
- Only where the illness prevents you from personally reporting your absence, should a family member or friend report the absence on your behalf.
- If you come to work but need to leave during the day because of ill health, you should inform your line manager before leaving work. If the line manager is unavailable, you should inform the next most appropriate person. A full or half day will be registered as sick leave depending upon the number of hours worked prior to leaving.
- It is important that you keep Artlink fully informed as to the progress of your recovery from illness and the day on which you expect to return to work.

Failure to follow the absence procedure could be deemed as an unauthorised absence from work and may result in disciplinary action.

Certification

Upon return to work, you must notify your line manager that you have returned to work.

Where you have been absent for more than seven calendar days, Artlink requires you to submit a medical certificate from your doctor confirming the reasons for the absence and covering any period more than seven days absence until the date of your return to work. You are required to provide a medical certificate promptly once it transpires that you will be absent from work for more than seven calendar days, so that this may be processed for statutory and organisational sick pay purposes.

A record of the duration of your absence will be kept on your personnel file. A copy of the absence form or doctor's certificate will also be kept securely on file.

Organisational Sick Pay

During any period of absence from work due to sickness or injury you may be entitled to organisational sick pay calculated as set out below within any given rolling 12 month period.

Length of continuous service	Absence Entitlement on Full Pay	Absence Entitlement on Half Pay
Less than 1 year	4 Working Weeks	4 Working Weeks
1 year to 2 years	8 Working Weeks	8 Working Weeks
More than 2 years	12 Working Weeks	12 Working Weeks

The above entitlements will be pro-rated for part-time employees.

Payment of organisational sick pay is conditional upon you complying with the procedure for notifying Artlink of the absence, attending a return to work interview, completing the relevant documentation on return to work, providing a medical certificate where necessary, and agreeing to attend an interview/examination with an organisation-nominated Occupational Health Practitioner (OHP) at the request of Artlink.

Organisational sick pay is inclusive of any Statutory Sick Pay you are entitled to for the period of absence.

Organisational sick pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

After Artlink sick pay entitlement periods have ended, you will only be entitled to statutory sick pay in accordance with current legislation.

Statutory Sick Pay

If you are absent from work due to illness for at least four calendar days in a row and three "waiting days" (days on which you would usually be required to work), you may be entitled to receive statutory sick pay for up to 28 weeks in accordance with current legislation.

You should note that if you fail to comply with the requirements for certification outlined above, then your entitlement to statutory sick pay will cease. Statutory sick pay payments will continue to be withheld until the employee has satisfied the requirements of the certification procedure outlined above.

Please refer to www.gov.uk/statutory-sick-pay for current SSP rates.

Return to Work Interviews

Upon your return to work after any period of sickness absence, your manager may conduct a “return to work interview”. This interview will be conducted in a sympathetic manner and appropriate arrangements for privacy will be made. The aim of the interview is to facilitate a resumption of work and to ensure that a consistent approach is adopted towards the monitoring of sickness absence within Artlink.

The following issues will be discussed at the interview:

- Reason for absence.
- An explanation of Artlink’s responsibility for monitoring and reviewing absence.
- Consideration of any support which is required to be provided for you in light of your illness.
- A discussion of any related concerns regarding your absence or general levels of absence.
- A discussion to establish if there are any underlying problems that account for the absence or your level of absence and if we can do anything to address these.
- An update on any matters that you have missed whilst absent.

Long-term Sickness Absence

Artlink is committed to dealing fairly and sympathetically with you if you are absent from work for long periods because of ill health and aim to assist you with your rehabilitation and eventual return to work.

Keeping in touch

Artlink will put processes in place to maintain contact with you on long-term sickness absence to:

- monitor your progress.
- support you and actively maintain your engagement with Artlink.
- provide information to you so that you may make informed decisions (for example, in relation to sick pay entitlement).
- provide practical support from the occupational health advisers;
- facilitate a phased return to work if required; and
- ensure that you remain informed about events in the workplace.

In some circumstances, contact with you on long-term sickness absence can be maintained via home visits. Home visits will take place only with your prior consent.

Return-to-work arrangements

While Artlink hopes that if you have been on long-term sickness absence you can return to your former role and way of working, we recognise that this is not always possible. Artlink recognises the value of phasing employees back to work, temporarily adjusting their duties, or redeploying them permanently due to health reasons – if possible, if you cannot return to your previous role.

When you return to work, your line manager will arrange to reintroduce you back into the workplace and ensure that arrangements are made to support you on your return. The line manager and you will meet regularly to discuss progress and any further support Artlink can provide.

Phased return to work

Where you have been on long-term sickness absence, a phased return will often be the most successful way of returning you to work. A phased return to work allows you to transition from ill-health absence back to full (or sometimes permanently amended) work duties. A phased return to work could involve a gradual increase in hours, or an initial period during which you work from home on certain days.

Temporary reassignment

Where you have been on long-term sickness absence but are unfit to return immediately to your usual role, even on a phased basis, Artlink may consider temporarily reassigning you to another role.

Permanent redeployment

Artlink will consider redeployment where it appears unlikely from the medical advice that you will be able to return to your existing role after long-term sickness absence.

Short-term Sickness Absence

While Artlink understands that there will inevitably be some short-term sickness absence, it we must also pay due regard to our needs. If you are frequently and persistently absent from work, this can damage our efficiency and reputation, and place an additional burden of work on your colleagues.

Artlink aims to strike a reasonable balance between the pursuit of our needs and your genuine need to take occasional short periods of time off work because of sickness.

Guidelines for employees

If you need to be absent from work due to sickness you must comply with the following rules:

- Notify your manager by telephone if you are ill or unable to attend work for any other reason. Notification should be as early as possible and at least 30 minutes before your start time. You should be prepared to state the reason why you cannot attend work, and how long you think the absence will last.
- Attend an interview with your manager on return to work after one week or more to discuss the absence and the reason for it. One of the purposes of this interview will be to establish whether Artlink can provide any support to you which could facilitate attendance at work in the future (for example if your absence was in any way work related).
- Make sure that the Administrative Coordinator and Bookkeeper are notified for all periods of sickness absence.
- Provide a doctor's certificate or "fit note" for a period of sickness absence of seven days or less if Artlink specifically requests it. In these circumstances Artlink will reimburse you for the cost of obtaining a certificate if it has to be obtained privately.
- Agree on request to be interviewed and/or examined by an occupational doctor nominated by Artlink and to authorise the release of any medical report from the doctor to Artlink. Artlink will meet all costs associated with any such examination and/or medical report.
- Cooperate with Artlink regarding the possible implementation of any adjustments to job duties, hours or working conditions, resulting from recommendations made by your doctor, notwithstanding the fact that the advice on a "fit note" is not binding on Artlink.

Obtaining Medical Reports

On occasion Artlink may use the services of an Occupational Health Practitioner (OHP). You may be requested by your manager to consent to be examined by the OHP (at Artlink's expense) and to agree to allow the doctor to provide a medical report to Artlink.

There may also be occasions when Artlink considers it necessary to request details from your own medical practitioner on your health. Where medical reports from your medical practitioner are necessary, you will be fully informed of your rights under the Access to medical reports Act 1988 and/or Data Protection legislation and your permission will be sought for the report to be obtained.

The circumstances in which Artlink will seek a medical report on an you include:

- frequent short-term absences;

- long-term absence
- instances where you may need support to enable you to return to work or remain at work following or during periods of illness.

Artlink will ask you in writing for permission to contact a medical practitioner.

You have the right of access to a report before Artlink sees it. If you wish to see the report, you should inform Artlink of this, so that we can inform the medical practitioner. You will then have 21 days to contact the medical practitioner to see the report. If you do not contact the medical practitioner within this period, the medical practitioner can pass the report on to Artlink.

Where you refuse permission for Artlink to contact your medical practitioner, Artlink will explain to you the reasons behind the request. Where permission continues to be refused, you will be informed that a decision relating to your employment may be made without the benefit of access to medical records. The same procedure will be followed where you delay giving your consent.

Where you feel that the report is misleading or incorrect, you may ask the medical practitioner to amend it. If the medical practitioner does not agree with you and does not alter the report, you may attach a statement to the report to reflect your views. Alternatively, having seen the report, you may request that access to Artlink be withheld. You will be informed that a decision relating to your request may be made without the benefit of access to medical records.

If Artlink wishes to take action following the report, this will be taken only after consultation with you and full and careful consideration of all the facts provided. Artlink will request a meeting with you to discuss the report and identify what action is to be taken.

Attendance Procedure

By implementing this procedure, Artlink aims to strike a reasonable balance between the pursuit of our needs and the genuine needs for you to be absent from work because of sickness or for family, domestic or other reasons. The key aim of the procedure is to encourage reliable attendance, so that a dependable staffing base can be established to meet Artlink's needs.

All absences will be counted for the purpose of this procedure except approved holidays, family leave periods (e.g., maternity leave), approved compassionate or special leave, pregnancy-related absences, absences resulting from a workplace accident, and (unless it is justifiable to include them) absences that are related to an employee's disability.

Artlink has a duty to make reasonable adjustments for disabled employees. Where the absence is wholly or partly for a disability-related reason, the trigger points referred to in this policy may need to be modified to take proper account of your disability, and other adjustments to the procedures set out in this policy may need to be made.

The application of this attendance procedure does not imply that you are doing, or have done, anything wrong. The procedure is a means of managing attendance and should not be confused with the disciplinary procedure.

Trigger points

Any of the following "trigger points" may lead to a review:

- Two or more separate instances of absence in a rolling twelve-month period;
- An unacceptable pattern of absence;
- Unimproved level of absence or a relapse;
- One or more days unauthorised absence.

A rolling year can be defined as the 12 months previous to the last occasion of absence. Action may range from informal counselling to formal discipline.

The procedure has three stages:

Stage 1

This stage is activated when you breach a trigger point. It will result in a meeting with your line manager. At the meeting, the line manager will:

- explain to you that the purpose of the meeting is to discuss your absence in the previous 12 months;
- explain that the aim of the meeting is to find ways to improve your attendance;
- allow you, the employee, to share your views;
- try to establish any underlying reasons for your poor attendance level, for example a health issue or personal problems;
- gather as much information as possible on any underlying reasons identified, without putting undue pressure on you to reveal more information than you want;
- discuss and agree any steps that can be put in place to help you to improve your attendance;
- if there is an underlying health problem, refer you to occupational health, if this has not already been done; and
- remind you of the support that is available to you.

The outcome of this meeting will be an agreed action plan that addresses all the points raised in the meeting.

Stage 2

This stage is activated when there are further absences since a stage 1 action plan was put in place. A stage 2 meeting will be held with you and your line manager following the same process as stage 1 above.

The outcome of this meeting will be an adjusted action plan which addresses any outstanding issues not captured in the first stage process.

Stage 3

Stage 3 of the procedure involves a repeat of the stage 2 trigger points. Reaching stage 3 of the procedure will normally result in a comprehensive review and any necessary required adjustments that need to be made to your role, duties and hours of work.

Where you have triggered stage 1 of the attendance procedure, but your level of attendance improves so that it falls below the relevant trigger point during the following 12 months, you will be removed from the procedure.

Where you have reached stage 2 of the procedure and attendance levels fall below the trigger point for the next period, you will automatically revert to the previous stage of the procedure for the following 12 months.

Your line manager may, in appropriate circumstances, use their discretion to discount certain absences (for example on compassionate grounds). An attendance review meeting will, however, still take place in these circumstances. If an exception is to be made, the reason for it will be discussed with you and clearly recorded.

4.3 Special Leave

Artlink recognises the need to respond sympathetically and consistently to our employees requesting special leave for domestic, personal and family reasons.

Time Off for Dependants

All employees (irrespective of length of service, and whether they are part time or full time) are entitled to take a reasonable amount of time off during working hours to take necessary action:

- to provide assistance when a dependant falls ill, gives birth or is injured;
- to make arrangements for the provision of care for an ill or injured dependant;
- because of the unexpected disruption or termination of arrangements for the care of a dependant;
- to deal with an incident that involves their child and occurs unexpectedly while the child is at school/other educational establishment.

You must inform your line manager of the reason for your absence and how long you expect to be absent as soon as is reasonably practicable. Time off work under this right is envisaged as being no more than one or two days, in most cases, to make alternative arrangements however this may be extended at the discretion of your line manager.

Who is a Dependant?

A dependant is:

- a spouse;
- a civil partner;
- a child;
- a parent;
- a person who lives with you other than as your employee, tenant, lodger or boarder;
- any other person who would reasonably rely on you for assistance if they fell ill or were injured or who would rely on you to make arrangements for the provision of care in the event of illness or injury; or
- in relation to the disruption or termination of care for a dependant, any other person who reasonably relies on you to make arrangements for the provision of care.

Pay

There is no statutory entitlement to receive pay while taking time off for dependants. However, Artlink may grant paid leave to cover periods of absence of up to one week per calendar year. Entitlement to paid leave is at the discretion of your line manager.

Abuse of the entitlement

If you need to take time off in any of the circumstances set out above you will be expected to use your utmost endeavours to notify your manager of your need to take time off. Failure to notify relevant individuals may be regarded as unauthorised absence and may result in disciplinary action being taken.

You should bear in mind that the entitlement should, where possible, be used as a short-term solution to a domestic problem. It may, in certain circumstances, be more appropriate for you to take Parental Leave entitlement, for example to care for a sick child when the illness is expected to be prolonged.

Compassionate Leave

The primary purpose of compassionate leave is to help you to come to terms with the death of a loved one or a serious illness or injury involving a partner, parent or child.

You are entitled to take time off under the statutory right to time off for dependants, any time off granted as compassionate leave is in addition to the time off available under the statutory right. Artlink's policy on time off for dependants is as detailed above.

Bereavement

In the event of the death of a member of your immediate family [spouse, civil partner, partner, parent, child, sibling or grandparent], you should contact your line manager to request compassionate leave. You should inform your line manager of the need to take compassionate leave as soon as reasonably practicable. Factors such as closeness of the relationship, responsibility for funeral arrangements and date and location of funeral will be taken into account when determining the amount of leave granted. Up to a maximum of 3 working days of paid leave will be granted however this is at the discretion of your line manager.

In the case of death of another close relative (who is not your dependant), for example an aunt, uncle, cousin or parent-in-law, or a close friend, you may request leave to attend the funeral. Up to a maximum of one working day of paid leave may be granted however this is at the discretion of your line manager.

Other circumstances where compassionate leave is available

Compassionate leave is available where there has been an injury or critical illness of an immediate family member.

You should inform your line manager of the need to take compassionate leave as soon as reasonably practicable. Each case will be viewed sympathetically, and the outcome of your request will depend on the circumstances. The manager will consider factors such as the nature of the incident and, if applicable, the closeness of the relationship. Up to a maximum of 5 working days of paid leave will be granted at the discretion of your line manager.

If you wish to take further leave, you should request annual leave in the usual way.

You are encouraged to maintain contact with Artlink during periods of compassionate and bereavement leave. Artlink will make reasonable efforts to contact you where an acceptable level of contact is not maintained.

Parental Bereavement Leave

Artlink recognises that, while dealing with any bereavement is difficult, miscarriage and the death of a child is among the most devastating events that you can ever face.

This policy reiterates Artlink's commitment to supporting you through their grief by ensuring that bereaved parents can take parental bereavement leave. Our compassionate leave policy highlights other steps that we take that can help during times of bereavement.

This policy applies to employees who have suffered the loss of a child (i.e. under the age of 18). The policy also applies to parents who suffer a miscarriage or stillbirth after 24 weeks of pregnancy.

Who can take parental bereavement leave

Whatever your length of service, you can take parental bereavement leave if you are the:

- Parent of a child who has died; or

- Partner of the child's parent, where you live in an enduring family relationship with the child who has died and their parent; or
- "Parent in fact" of a child who has died which means that, for a continuous period of at least four weeks before the child died, you have been living with the child and had "day-to-day responsibility" for the child (but you have not been paid to look after the child);
- "Intended parent" of a child who has died, i.e. a parent using a surrogate;
- "Natural parent" of a child who has died who is named in a court order, i.e. where a court orders some contact for an adopted child's birth parent; or
- Adopter of a child who has died.

In practice, this means that most employees with parental responsibility for a child who passes away can take parental bereavement leave.

If you have suffered a bereavement but are unsure if you are entitled to parental bereavement leave, you should contact your line manager for clarification.

What leave a bereaved parent can take

For each child who has died a bereaved parent can take up to two weeks parental bereavement leave.

Timing of parental bereavement leave

If you are a bereaved parent, you can take the leave as:

- a single block of two weeks; or
- two separate blocks of one week at different times.

The leave must be taken within 56 weeks of the date of the death of the child.

This lengthy period recognises that, as a bereaved parent, you may need some flexibility as to when you take the leave. For example, you may:

- wish to take leave around the first anniversary of your child's death or at another particular time that is special, such as the child's birthday; or
- already be on another type of leave, such as maternity leave or sickness absence.

Notice to take parental bereavement leave

Informal notification, such as a phone call or email, is sufficient to take parental bereavement leave.

If you intend to take parental bereavement leave within the first 8 weeks after your child's death, you can take the leave straightaway. You do not have to provide a period of notice. This means that you can begin parental bereavement leave by letting your line manager know as soon as is reasonably practicable.

If you intend to take parental bereavement leave more than 8 weeks after your child's death, you have to give your line manager at least one week's notice of your intention to take parental bereavement leave.

Cancellation of parental bereavement leave

If you have asked to begin parental bereavement leave within the first 8 weeks of the date of your child's death, you can cancel your parental bereavement leave, as long as you let your line manager know before you would have been due to start work.

If you have asked to begin parental bereavement leave more than 8 weeks after your child's death, you can cancel your parental bereavement leave, as long as you let your line manager know at least one week in advance.

You cannot cancel any week of parental bereavement leave that has already begun.

Pay during parental bereavement leave

Recognising the need to provide bereaved parents with support, Artlink will continue to pay normal pay during parental bereavement leave.

Rights during parental bereavement leave

During parental bereavement leave, all terms and conditions of your contract will continue.

This means that benefits will remain in place. For example, holiday entitlement will continue to accrue. Pension contributions will continue to be paid.

Returning to work following parental bereavement leave

You have the right to resume working in the same job when returning to work from parental bereavement leave if the period of leave, when added to any other period of statutory leave (typically maternity leave, paternity leave, adoption leave, or shared parental leave) in relation to the same child, is 26 weeks or less.

You are entitled to return to another job that is suitable and appropriate for you rather than the same job, if:

- the period of leave taken is more than 26 weeks, when added to most other periods of statutory leave taken in relation to the same child; and
- it is not reasonably practicable to return you to the same job.

Dental, Doctor and Other Appointments

Artlink recognises that you will from time to time need to attend medical, hospital, dental, optician and other similar appointments. Whenever it is possible to do so, you should endeavour to arrange such appointments in your own time or, if this is not possible, then at times that will cause the minimum amount of absence from work or inconvenience to Artlink.

However, because Artlink accepts that it is not always possible or practical to arrange medical and other similar appointments outside working hours, it is Artlink's policy to permit reasonable time off work for such appointments.

Provided that you give your manager reasonable notice of the date and time of an appointment, time off with pay will normally be granted, although this is subject to the discretion of Artlink. Where, however, time off for appointments becomes frequent or regular, or starts to cause difficulties for fellow employees, the manager has the discretion either to require you to make up for the time off by working extra time on another occasion, or to grant any further time off without pay.

You must obtain approval from your line manager in advance of any appointment. The line manager reserves the right to ask you to reschedule an appointment if its timing would cause disruption to Artlink's business.

If you are pregnant you have a statutory right not to be unreasonably refused time off work with pay for antenatal appointments on medical advice. Paid time off in such circumstances will automatically be granted.

If you have a qualifying relationship with a pregnant person, you are eligible to take unpaid time off to accompany their partner at up to two antenatal appointments.

The individual with the qualifying relationship should refer to the Antenatal Time Off for Partners Policy for further details.

If you have a query on this policy, or who believe that you have been unreasonably refused time off, should in the first instance discuss the matter with your line manager. If the issue cannot be resolved in this way, you may use Artlink's formal grievance procedure to resolve any dispute.

Jury Service

If you are called for jury service, you should contact your line manager at the earliest opportunity to discuss the matter. You should provide your line manager with a copy of the court citation and any other relevant documentation.

Where Artlink considers that your absence on jury service could cause substantial disruption to its business, you will be asked to make an application for excusal or deferral, as appropriate. Where Artlink considers that this applies, you should not apply for excusal or deferral before Artlink has provided you with a letter (and any other relevant evidence) to support the application.

You will continue to be paid while on jury service at the normal rate of pay subject to the deduction of any monies received from the court in respect of loss of earnings.

You should ensure that any loss of earnings forms are checked and authorised by your line manager prior to submission.

If your services are not required for any part or whole court day you will be expected to return to work for the remainder of the working day where reasonable.

Moving house

You may be entitled to up to 2 days of paid leave to move house at the discretion of your line manager.

Severe Weather and Disruptions to Public Transport

Artlink recognises that you may face difficulties attending your place of work and returning home during periods of severe weather or when there are disruptions to public transport. While Artlink is committed to protecting the health and safety of all its employees, it must ensure that disruption caused to its services remains minimal. The purpose of this policy is to outline the responsibilities of your attendance at work during severe weather conditions or when there are disruptions to public transport and to define appropriate procedures. This policy applies to all employees.

Reasonable efforts to attend work

You should use you best endeavours to attend work in all circumstances. However, it is not Artlink's intention that you put yourself at unnecessary risk when trying to attend work. Members of staff should use their own judgment and, if unable to attend work, contact their line manager as soon as possible.

When this policy will apply

When severe weather conditions occur or when there are disruptions to public transport, either at the start of or during a working day, Artlink will contact the appropriate services to get advice on the prevailing weather conditions and the advisability of travel.

On the basis of the advice received, your line manager will decide whether the present policy applies and inform employees accordingly.

If the policy does not apply, you will be expected to attend work on time and lateness or absence may give rise to disciplinary action under Artlink's disciplinary procedure. If the policy does apply, employees should follow the procedure set out below.

Severe conditions or disruptions to public transport occurring at the start of a working day

Employees unable to attend work or delayed by the weather conditions or disruptions to public transport should contact their line manager as soon as possible.

Lateness

If you are delayed, you will have the opportunity to make up this time at a later date. However, it is open to your line manager to waive this requirement if the lateness is negligible having regard to the severity of the weather conditions or disruptions to public transport and your personal circumstances (e.g., distance from their home to work, mode of transport used).

If lateness amounts to half the time of your normal working day, the provisions in relation to absence set out below will apply.

Absence

If you have made all reasonable efforts to get to work but failed to do so because of severe weather conditions or disruptions to public transport and this policy applies, it is the responsibility of your line manager to make a decision as to whether you should:

- be allowed to work from home;
- take the time as annual leave; or
- make up for the time at a later date.

When making this decision, the line manager should take into account your circumstances (e.g. distance from your home to work, mode of transport), your views and the needs of Artlink.

Where these options are not available or where the line manager sees fit, you may, with the consent of your line manager:

- be paid as if you had attended work; or
- take unpaid leave

Severe conditions or disruptions to public transport

The line manager should decide on a case-by-case basis whether it is appropriate for you to leave work early. When making this decision, managers should take into account your circumstances (e.g. distance from your home to work, mode of transport), your views and the needs of Artlink.

If you have to leave work early the line manager may require you to take work home as appropriate.

Health and safety

While Artlink will ensure, so far as is reasonably practicable, the health, safety, and welfare at work of all its employees, you are reminded of your duty to take reasonable care for your own health and safety and that of other persons who may be affected by your acts or omissions. This includes taking extra care when travelling to and from work in severe weather conditions.

Artlink recognises that severe weather particularly affects employees whose job involves driving. Artlink will undertake regular risk assessments to ensure that employees working in these conditions are properly instructed.

5. Maternity, Adoption, Paternity and Parental Rights

5.1 Maternity Leave

This policy sets out the statutory rights and responsibilities of employees who are pregnant or have recently given birth and gives details of the arrangements for antenatal care, pregnancy-related illness, and maternity leave and pay.

Artlink recognises that, from time to time, employees may have questions or concerns relating to their maternity rights. It is Artlink's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the maternity provisions are complex, if you become pregnant you should clarify the relevant procedures with your manager to ensure that you are followed correctly.

The following definitions are used in this policy:

- "Expected week of childbirth" means the week, starting on a Sunday, during your doctor or midwife expects you to give birth.
- "Qualifying week" means the 15th week before the expected week of childbirth.

Notification of Pregnancy

On becoming pregnant, an employee should notify Artlink as soon as possible. This is important as there are health and safety considerations for you and Artlink.

By the end of the qualifying week, or as soon as reasonably practicable afterwards, as an employee, you are required to inform Artlink in writing of:

- the fact that you are pregnant;
- your expected week of childbirth; and
- the date on which you intend to start your maternity leave.

You must also provide a MAT B1 form, which is a certificate from a doctor or midwife confirming the expected week of childbirth. The form must have either the doctor's name and address or the midwife's name and registration number on it.

You are permitted to bring forward your maternity leave start date, if you advise Artlink in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. You may also postpone your maternity leave start date, if you advise Artlink in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

Artlink will formally respond in writing to your notification of leave plans within 28 days, confirming the date on which you are expected to return to work if you take your full 52-week entitlement to maternity leave.

Time off for Antenatal Care

Once you have advised Artlink that you are pregnant, you will be entitled not to be unreasonably refused paid time off work to attend antenatal appointments as advised by your doctor, registered midwife, or registered health visitor.

To be entitled to take time off for antenatal care, you are required to produce a certificate from your doctor, registered midwife, or registered health visitor, stating that you are pregnant. Except in the

case of the first appointment, the employee should also produce evidence of the appointment, such as a medical certificate or appointment card, if requested to do so.

Antenatal care may include relaxation and parent craft classes that your doctor, midwife, or health visitor has advised you to attend, in addition to medical examinations.

You should endeavour to give Artlink as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

Sickness Absence

If you are absent from work during pregnancy owing to sickness, you will receive sick pay in the same manner as you would during any other sickness absence if you have not yet begun ordinary maternity leave. If, however, you are absent from work due to a pregnancy-related illness after the beginning of the fourth week before your expected week of childbirth, your maternity leave will start automatically.

If you are absent from work wholly or partly because of pregnancy during the four weeks before the expected week of childbirth, you must notify Artlink in writing of this as soon as reasonably practicable.

Maternity Leave

All pregnant employees are entitled to take up to 26 weeks' ordinary maternity leave and up to 26 weeks' additional maternity leave, making a total of 52 weeks. This is regardless of the number of hours you work or your length of service. Additional maternity leave begins on the day after ordinary maternity leave ends.

Ordinary maternity leave can start at any time after the beginning of the 11th week before the employee's expected week of childbirth (unless your child is born prematurely before that date in which case it will start earlier). Maternity leave will start on whichever date is the earlier of:

- your chosen start date;
- the day after you give birth; or
- the day after any day on which you are absent for a pregnancy-related reason in the four weeks before the expected week of childbirth

If you give birth before your maternity leave was due to start, you must notify Artlink in writing of the date of the birth as soon as reasonably practicable.

The law obliges all employees to take a minimum of two weeks of maternity leave immediately after the birth of the child.

Rights during Maternity Leave

During ordinary maternity leave and additional maternity leave, all terms, and conditions of your contract except normal pay will continue. Salary will be replaced by statutory maternity pay or organisational maternity pay if the employee is eligible to receive it.

This means that, while sums payable by way of salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue and pension contributions will continue to be paid. However, Artlink's pension contributions will cease during any periods of unpaid additional maternity leave.

If you have requested maternity leave you will be advised before you start ordinary maternity leave about the arrangements for outstanding holiday entitlement and holidays accrued during maternity leave.

Artlink may:

- require you to take any outstanding holiday entitlement prior to the commencement of maternity leave; and/or
- require you to take holidays which will be accrued during maternity leave before commencing maternity leave; and/or
- require you to take accrued holidays immediately after maternity leave ends i.e. prior to returning to work; and/or
- for holiday entitlement more than the statutory minimum (5.6 weeks), pay you for any outstanding holiday leave as if you were leaving.

These options will be discussed with you prior to the start of maternity leave and a combination of approaches may be used.

Statutory Maternity Pay

Statutory maternity pay is payable for up to 39 weeks during maternity leave. As an employee you are entitled to SMP if:

- you have been continuously employed by Artlink for at least 26 weeks at the end of the qualifying week and you are still employed during that week;
- your average weekly earnings in the period between the last normal pay day before the Saturday at the end of the qualifying week and the last normal pay day at least eight weeks before that date is not less than the lower earnings limit for national insurance contributions;
- you are still pregnant 11 weeks before the start of the expected week of childbirth (or have already given birth);
- you provide a MAT B1 form stating your expected week of childbirth; and
- you give Artlink proper notification of your pregnancy in accordance with the rules set out above.

For the first six weeks, SMP is paid at the higher rate, which is equivalent to 90% of the employee's average weekly earnings calculated over the period between the last normal pay day before the Saturday at the end of the qualifying week and the last normal pay day at least eight weeks before that date. For the purpose of calculating average weekly earnings, shift allowances, overtime payments, bonuses and commission are all included.

The standard rate of SMP is paid for the remaining 33 weeks (or less if you return to work sooner). This is paid at a rate set by the Government for the relevant tax year, or 90% of your average weekly earnings calculated over the period between the last normal pay day before the Saturday at the end of the qualifying week and the last normal pay day at least eight weeks before that date if this is lower than the Government's set weekly rate. For details of the current rates please refer to www.gov.uk/maternity-pay-leave/pay.

If you become eligible for a pay rise between the start of the original calculation period and the end of your maternity leave (whether ordinary maternity leave or additional maternity leave), the higher or standard rate of SMP will be recalculated to take account of your pay rise, regardless of whether SMP has already been paid. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously. You will be paid a lump sum to make up any difference between SMP already paid and the amount payable as a result of the pay rise.

Statutory maternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Payment of SMP cannot start prior to the 11th week before your expected week of childbirth. Statutory maternity pay can start from any day of the week in accordance with the date you start your maternity leave.

Statutory maternity pay is payable whether or not you intend to return to work after your maternity leave.

If you are not entitled to SMP you may be entitled to receive maternity allowance payable by the Government.

Enhanced Maternity Pay

Organisational maternity pay (OMP) is paid as a supplement to those eligible to receive SMP. In order to qualify for OMP, you must have been employed by Artlink for at least one year continuously at the end of the qualifying week. Artlink will pay your normal rate of pay for the first 14 weeks and then at SMP rates for the remainder of your leave up to a maximum of 39 weeks in total.

If you become eligible for a pay rise between the start of the original calculation period and the end of your maternity leave, the rate of OMP will be recalculated to take into account the pay rise. The increase in OMP will be effective from the date of the salary increase and any future organisational maternity payments will be re-calculated.

OMP is inclusive of any statutory maternity payments.

OMP is treated as earnings and is therefore subject to PAYE and national insurance deductions.

If you resign or are dismissed before the date you have notified Artlink as the intended start date of your maternity leave, you will lose your right to OMP but may still be eligible to receive SMP as detailed above.

Contact during maternity leave

Shortly before your maternity leave starts, Artlink will discuss the arrangements for you to keep in touch during your leave. Artlink will aim to make reasonable contact, either by telephone, e-mail, or letter. As well as notifying them of any major developments or important events taking place during your absence (for example, office parties or internal changes you will also be formally advised of any internal job vacancies that may arise and for which you might wish to apply.

Such contact will also enable Artlink to discuss your plans to return to work or whether or not you might wish to seek any changes to your working hours or pattern of work on your return.

Keeping-in-touch days

Except during the first two weeks after childbirth, an employee can agree to work for Artlink (or to attend training) for up to 10 days during either ordinary maternity leave or additional maternity leave without that work bringing the period of your maternity leave to an end and without loss of a week's SMP. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

Artlink has no right to require you to carry out any work, and you have no right to undertake any work, during your maternity leave. Any work undertaken, including the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between Artlink and yourself. Any keeping-in-touch days worked do not extend the period of maternity leave. Once the keeping-in-touch days have been used up, you will lose a week's SMP for any week in which you agree to work for Artlink. It may also bring maternity leave to an end.

While there is no obligation on you to agree to attend a keeping-in-touch day, Artlink may use this provision in a number of ways to ensure that contact is maintained with you during your maternity leave and that you are kept apprised of developments. For example, Artlink may invite you to go on an internal or external training course, to attend an important team meeting or to undergo an appraisal review.

Returning to work

You will have been formally advised in writing by Artlink of the date on which you are expected to return to work if you take your full 52-week entitlement to maternity leave. You are expected to return on this date, unless you notify Artlink otherwise. If you are unable to attend work at the end of your maternity leave due to sickness or injury, Artlink's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

While you are under no obligation to do so, it will assist Artlink if you confirm as soon as convenient during your maternity leave that you will be returning to work as expected.

Artlink will aim to write to you before your due date of return reminding you of when you are due back and setting out the arrangements for your return to work.

If you wish to return to work earlier than the expected return date, you must give Artlink at least eight weeks' notice of your date of early return, preferably in writing. If you fail to do so, Artlink may postpone your return to such a date as will give Artlink 8 weeks' notice, if this is not later than the expected return date.

If you decide not to return to work after maternity leave, you must give notice of resignation as soon as possible and in accordance with the terms of your contract of employment. If the notice period would expire after maternity leave has ended, Artlink may require you to return to work for the remainder of the notice period.

Shared Parental Leave

Shared parental leave enables mothers to commit to ending their maternity leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with a partner, or to return to work early from maternity leave and opt in to shared parental leave and pay at a later date.

Shared parental leave must be taken in blocks of at least one week. You can request to take shared parental leave in one continuous block (in which case Artlink is required to accept the request as long as you meet the eligibility and notice requirements), or as a number of separate blocks of leave (in which case the employee needs Artlink's agreement).

To be able to take shared parental leave, you and your partner must meet various eligibility requirements and have complied with the relevant curtailment, notice and evidence requirements. This includes you curtailing your maternity leave.

Please refer to Artlink's policy on [Shared Parental Leave](#) (p. 38) for further details.

Rights on and after Return to Work

On resuming work after ordinary maternity leave, you are entitled to return to the same job as you occupied before commencing maternity leave on the same terms and conditions of employment as if you had not been absent.

On resuming work after additional maternity leave, again you are entitled to return to the same job as you occupied before commencing maternity leave on the same terms and conditions of

employment as if you had not been absent. However, if it is not reasonably practicable for Artlink to allow you to return to the same job, Artlink may offer you suitable alternative work, on terms and conditions that are no less favourable than would have applied if you had not been absent.

If you worked full-time prior to your maternity leave then you have no automatic right to return to work on a part-time basis or to make other changes to your working patterns.

However, all requests for part-time work or other flexible working arrangements will be considered in line with the operational requirements of Artlink's business.

Varying hours on return from Maternity Leave

It is Artlink's policy to be flexible on the working hours arrangements for all employees. In particular, when an employee returns to work following a period of maternity leave, every effort will be made to accommodate a request to move from full-time to part-time hours.

The majority of people returning from maternity leave will qualify for the statutory right to request flexible working. The law grants employees who have a minimum of 26 weeks' continuous service the right to request flexible working and to have a request considered seriously by the employer. A request for flexible working in this context can include a request for a change to the number of hours you work a request for a change to the pattern of hours worked and a request to perform some or all of the work from home.

If you would like this option to be considered, you should write to your manager setting out your proposals as soon as possible in advance of your return date, so that there is adequate time for full consideration of the request. Artlink will take all reasonable steps to accommodate your request and will arrange a meeting with you within no more than 28 days of receiving the written request. The purpose of the meeting will be to discuss the changes you have proposed, the effects of the proposed changes and any possible alternative arrangements that might suit both parties.

Each request will be dealt with individually, taking into account the likely effects that the proposed changes to working hours or place of work are likely to have on Artlink, our work and your colleagues. Agreeing to one employee's request will not therefore set a precedent or create a right for another employee to be granted a similar change.

If you wish to submit a request for flexible working you should do so in writing.

Further information including details of how to apply can be found in the [Flexible Working Policy](#).

5.2 Adoption Leave

This policy sets out your rights to statutory adoption leave and pay. If you adopt a child through an approved adoption agency you are entitled to take up to 26 weeks' ordinary adoption leave followed immediately by up to 26 weeks' additional adoption leave. Your maximum entitlement is thus to take up to 52 weeks' adoption leave.

To be eligible for adoption leave, you must satisfy the following criteria:

- You must be newly matched with a child for adoption by an approved adoption agency.
- You must give notice of your intention to take adoption leave no later than seven days after the date on which notification of the match with the child is given by the adoption agency. The notice, which must be in writing if Artlink so requests, must specify the date the child is expected to be placed for adoption and the date on which you intend to start adoption leave.
- You must produce evidence of entitlement to adoption leave and pay by producing a "matching certificate" from the adoption agency.

The right to adoption leave is available to you when you adopt a child through an approved adoption agency. Where a couple jointly adopts a child, only one of them will be entitled to take adoption leave (the couple can choose which). The other adoptive parent will normally be entitled to take the equivalent of paternity leave, if they meet the relevant statutory criteria.

Parents who will become the legal parents of a child under a surrogacy arrangement are entitled to take statutory adoption leave. Local authority foster parents who are also prospective adopters ("foster to adopt") are entitled to take ordinary adoption leave.

Everyone who takes adoption leave have the right to return to work at any time during either ordinary adoption leave or additional adoption leave subject to their following the correct notification procedures as set out below.

Who qualifies for statutory adoption pay and how much will you receive?

Employees who take adoption leave will also qualify for statutory adoption pay, if they have 26 weeks' service calculated as at the week in which notification of matching was given by the adoption agency and have average weekly earnings not less than the lower earnings limit for national insurance contributions. Statutory adoption pay is payable for up to 39 weeks.

Statutory adoption pay is payable at 90% of normal earnings for the first six weeks, following which it is payable at the rate set by the Government for the relevant tax year (or 90% of normal earnings if that is lower than the Government's rate).

If you become eligible for a pay rise between the start of the original calculation period and the end of your adoption leave (whether ordinary adoption leave or additional adoption leave), the higher or standard rate of SAP will be recalculated to take account of your pay rise, regardless of whether SAP has already been paid. This means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously. You will be paid a lump sum to make up any difference between SAP already paid and the amount payable because of the pay rise.

Statutory adoption pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

For details of the current rates please refer to www.gov.uk.

Enhanced Adoption Pay

Organisational adoption pay (OAP) is paid as a supplement to those eligible to receive SAP. In order to qualify for OAP, you must have been employed by Artlink for at least one year continuously as at the week in which notification of matching was given by the adoption agency. Artlink will pay your normal rate of pay for the first 14 weeks and then at SAP rates for the remainder of your leave up to a maximum of 39 weeks in total.

If you become eligible for a pay rise between the start of the original calculation period and the end of your adoption leave, the rate of OAP will be recalculated to take into account the pay rise. The increase in OAP will be effective from the date of the salary increase and any future organisational adoption payments will be re-calculated.

OAP is inclusive of any statutory adoption payments.

OAP is treated as earnings and is therefore subject to PAYE and national insurance deductions.

If you resign or are dismissed before the date you have notified Artlink as the intended start date of your adoption leave, you will lose the right to OAP but may still be eligible to receive SAP as detailed above.

Timing of Adoption Leave

Adoption leave can start on the day the child is placed for adoption, or up to 14 days earlier.

To make administration as easy as possible, you should discuss the timing of your adoption leave with the Director as early as possible.

Notice Requirements

In order to be entitled to take adoption leave and receive statutory adoption pay, you are required to give Artlink written notification of your intention to take adoption leave no later than seven days after the date on which notification of the match with the child was provided by the adoption agency. Notice, which must be in writing if Artlink requests it, must specify the date the child is expected to be placed with you for adoption and the date you intend your adoption leave to start.

You are permitted to bring forward your adoption leave start date, if you advise Artlink in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. You may also postpone your adoption leave start date, if you advise Artlink in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable. You must also, if the Employer requests it, provide evidence of entitlement to adoption leave and pay by producing a "matching certificate" from the adoption agency.

Any failure to give proper notice of an intention to start adoption leave will be regarded as a disciplinary offence, leading potentially to disciplinary sanctions for misconduct if appropriate.

Within 28 days of receiving your notice of intention to take adoption leave, Artlink will write to you confirming the latest date on which you must return to work after adoption leave. Where you have provided notice of a revised start date, within 28 days of the date on which your adoption leave period began, Artlink will write to you confirming the latest date on which you must return to work after adoption leave.

Time Off to Attend Adoption Appointments

An employee adopting a child alone is entitled to take paid time off to attend up to five adoption appointments. Where you are part of a couple jointly adopting a child, the couple can elect for one of them to take paid time off to attend up to five adoption appointments. The other can elect to take unpaid time off to attend up to two adoption appointments.

The purpose of the appointment is to enable you and your partner to have contact with the child (for example, to bond with them before the placement) and for any other purpose connected with the adoption (for example, to meet with the professionals involved in the care of the child).

The appointment must have been arranged by or at the request of the adoption agency. The time off must be taken before the date of the child's placement for adoption with you.

Artlink may ask you for proof of the date and time of the appointment and that the appointment has been arranged by or at the request of the adoption agency (for example, a letter or email from the adoption agency).

In addition, if you are adopting jointly, Artlink will ask you to sign a declaration, to be submitted alongside the documentary evidence, confirming that you have elected to exercise your right to take time off to attend an adoption appointment. Artlink will ask for the declaration on the first occasion on which you ask for time off to attend an adoption appointment.

Rights During Adoption Leave

During ordinary adoption leave and additional adoption leave, all terms and conditions of your contract except normal pay will continue. Salary will be replaced by statutory adoption pay if you are eligible for it.

This means that, while sums payable by way of salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue and pension contributions will continue to be paid. However, Artlink's pension contributions will cease during any periods of unpaid adoption leave.

You will continue to accrue holiday entitlement during both the 26 weeks' ordinary adoption leave period and 26 weeks' additional adoption leave period.

You will be advised before you start ordinary adoption leave about the arrangements for outstanding holiday entitlement and holidays accrued during adoption leave. Artlink may:

- require you to take any outstanding holiday entitlement prior to the commencement of adoption leave; and/or
- require you to take holidays which will be accrued during adoption leave before commencing adoption leave; and/or
- require you to take accrued holidays immediately after adoption leave ends i.e. prior to returning to work.
- for holiday entitlement in excess of the statutory minimum (5.6 weeks), pay you for any outstanding holiday leave as if you were leaving.

These options will be discussed with you prior to the start of adoption leave and a combination of approaches may be used.

Contact during Adoption Leave

Artlink reserves the right to maintain reasonable contact with you during adoption leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or to update you on developments at work during your absence.

Keeping-in-touch Days

You can agree to work for Artlink (or to attend training) for up to 10 days during your adoption leave without that work bringing your adoption leave to an end and without loss of a week's statutory adoption pay. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

Artlink has no right to require you to carry out any work and you have no right to undertake any work during your adoption leave. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between you and Artlink.

Returning to Work after Adoption Leave

You may return to work at any time during ordinary adoption leave or additional adoption leave if you give the appropriate notification. Alternatively, you may take your full period of adoption leave entitlement (52 weeks) and return to work at the end of this period. If you wish to return before the full period of adoption leave has elapsed, you must give at least eight weeks' notice in writing to Artlink of the date on which you intend to return.

You have the right to resume working in the same job if returning to work from ordinary adoption leave. If you return to work after a period of additional adoption leave, you are entitled to return either to the same job, or if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.

Failure to return to work by the end of adoption leave will be treated as an unauthorised absence unless you are sick and produce a current medical certificate before the end of the adoption leave period.

If you decide during adoption leave that you do not wish to return to work, you should give written notice of resignation to Artlink as soon as possible and in accordance with the terms of your contract of employment.

If the child's placement is terminated during your adoption leave, you will continue to be entitled to adoption leave and pay (if applicable) for up to eight weeks after the placement ends. As you will be returning to work earlier than intended, you should give eight weeks' notice of the early return. In many cases where no notice of the termination of the placement is given this will effectively mean you should notify the employer of your early return on the day the placement ends.

Shared Parental Leave

Shared parental leave enables adopters to commit to ending their adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from adoption leave and opt in to shared parental leave and pay at a later date.

Shared parental leave must be taken in blocks of at least one week. You can request to take shared parental leave in one continuous block (in which case Artlink is required to accept the request as long as you meet the eligibility and notice requirements), or as a number of separate blocks of leave (in which case you need Artlink's agreement).

To be able to take shared parental leave, you and your partner must meet various eligibility requirements and have complied with the relevant curtailment, notice and evidence requirements. This includes the adopter curtailing their adoption leave.

Employees can refer to Artlink's policy on [Shared Parental Leave](#) (p. 38) for further details.

5.3 Adoption - for adoption from overseas

This policy sets out the rights of employees who adopt a child from overseas to statutory adoption leave and pay.

If you adopt a child from overseas and have received "official notification" in respect of that child you are entitled to up to 52 weeks adoption leave. An official notification is defined as written notification, issued by or on behalf of the "relevant domestic authority", that it is prepared to issue, or has already issued and sent, a certificate to the overseas authority concerned with the child's adoption, confirming that the adopter is eligible to adopt and has been assessed and approved as being a suitable adoptive parent.

The relevant domestic authority is defined as the Secretary of State, except in the case of an adopter to whom the Intercountry Adoption (Hague Convention) Regulations 2003 apply and who is habitually resident in Wales, in which case it is the National Assembly for Wales, or one to whom the Intercountry Adoption (Hague Convention) (Scotland) Regulations 2003 apply and who is habitually resident in Scotland, in which case it is the Scottish Ministers.

To be eligible for adoption leave, you must satisfy the following criteria:

- You must have received an "official notification" as outlined above.
- Within 28 days of receipt of the official notification, you must inform Artlink of the date on which the official notification was received and the date on which the child is expected to enter Great Britain. You must then provide at least 28 days' notice of the

date on which the period of adoption leave is to begin, and within 28 days of the child's entry into Great Britain inform the employer of the date the entry occurred.

- You must provide Artlink with a copy of the official notification and evidence of the date of the child's entry into Great Britain.

Your right to statutory adoption leave is available when you adopt a child from overseas and have been assessed and approved as being a suitable adoptive parent and received an "official notification". Where a couple jointly adopts a child, only one of them will be entitled to take adoption leave (the couple can choose which). The other adoptive parent will normally be entitled to take paternity leave, if you meet the relevant statutory criteria.

Your entitlement is to take up to 26 weeks' ordinary adoption leave followed immediately by up to 26 weeks' additional adoption leave. Your maximum entitlement is thus to take up to 52 weeks' adoption leave.

All employees who take adoption leave have the right to return to work at any time during either ordinary adoption leave or additional adoption leave subject to their following the correct notification procedures as set out below.

Who qualifies for statutory adoption pay and how much will you receive?

If you take adoption leave you will also qualify for statutory adoption pay, provided that you have one year service ending with the week official notification of the adoption was sent and have average weekly earnings not less than the lower earnings limit for national insurance contributions. Statutory adoption pay is payable for up to 39 weeks.

Statutory adoption pay is payable at 90% of normal earnings for the first six weeks, following which it is payable at the rate set by the Government for the relevant tax year (or 90% of normal earnings, if that is lower than the Government's rate).

If you become eligible for a pay rise between the start of the original calculation period and the end of their adoption leave (whether ordinary adoption leave or additional adoption leave), the higher or standard rate of SAP will be recalculated to take account of your pay rise, regardless of whether SAP has already been paid. This means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously. You will be paid a lump sum to make up any difference between SAP already paid and the amount payable because of the pay rise.

Statutory adoption pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

For details of the current rates please refer to www.gov.uk/employers-adoption-pay-leave.

Enhanced Adoption Pay

Organisation Adoption Pay (OAP) is paid as a supplement to those eligible to receive SAP. To qualify for OAP, employees must have been employed by Artlink for at least one year continuously as at the week in which notification of matching was given by the adoption agency. Artlink will pay employees their normal rate of pay for the first 14 weeks and then at SAP rates for the remainder of their leave up to a maximum of 39 weeks in total.

If you become eligible for a pay rise between the start of the original calculation period and the end of your adoption leave, the rate of OAP will be recalculated to take into account the pay rise. The increase in OAP will be effective from the date of the salary increase and any future organisational adoption payments will be re-calculated.

OAP is inclusive of any statutory adoption payments.

OAP is treated as earnings and is therefore subject to PAYE and national insurance deductions.

If you resign or are dismissed before the date you have notified Artlink as the intended start date of your adoption leave, you will lose the right to OAP but may still be eligible to receive SAP as detailed above.

Timing of Adoption Leave

Adoption leave can start on the day on which the child enters Great Britain or on a chosen date no later than 28 days after the child enters Great Britain.

In order to make administration as easy as possible, you should discuss the timing of your adoption leave with the Director as early as possible.

Notice Requirements

To be entitled to take adoption leave and receive statutory adoption pay, you are required to give Artlink written notification of your intention to take adoption leave. No later than 28 days after the date you receive the official notification, or the date on which you complete 26 weeks' continuous service with Artlink (whichever is later), you must give notice of both the date the official notification was received and the date the child is expected to enter Great Britain.

At least 28 days prior to the date that you have chosen as the beginning of your adoption leave period, you must give notice of the chosen start date. You must also produce a copy of the official notification.

Within 28 days of the child's entry into Great Britain you must inform Artlink of the date of entry and provide evidence of this date in the form of a plane ticket or copies of entry clearance documents.

You are permitted to bring forward your adoption leave start date, that you advise Artlink in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. You may also postpone your adoption leave start date, if you advise Artlink in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

Any failure to give proper notice of an intention to start adoption leave could be regarded as a disciplinary offence, leading potentially to disciplinary sanctions for misconduct if appropriate.

Within 28 days of receiving your notice of the date on which you intend to begin your adoption leave, Artlink will write to you confirming the latest date on which you must return to work after adoption leave. Where you have provided notice of a revised start date, within 28 days of the date on which your adoption leave period began, Artlink will write to you confirming the latest date on which you must return to work after adoption leave.

Time Off to attend Adoption Appointments

An employee adopting a child alone is entitled to take paid time off to attend up to five adoption appointments. Where you are part of a couple jointly adopting a child, the couple can elect for one of them to take paid time off to attend up to five adoption appointments. The other can elect to take unpaid time off to attend up to two adoption appointments.

The purpose of the appointment is to enable you and your partner to have contact with the child (for example, to bond with them before the placement) and for any other purpose connected with the adoption (for example, to meet with the professionals involved in the care of the child).

The appointment must have been arranged by or at the request of the adoption agency.

Artlink may ask you for proof of the date and time of the appointment and that the appointment has been arranged by or at the request of the adoption agency (for example, a letter or email from the adoption agency).

In addition, if you are adopting jointly, Artlink will ask you to sign a declaration, to be submitted alongside the documentary evidence, confirming that you have elected to exercise your right to take time off to attend an adoption appointment. Artlink will ask for the declaration on the first occasion on which you ask for time off to attend an adoption appointment.

Rights during Adoption Leave

During ordinary adoption leave and additional adoption leave, all terms and conditions of your contract except normal pay will continue. Salary will be replaced by statutory adoption pay if you are eligible for it.

This means that, while sums payable by way of salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue and pension contributions will continue to be paid. However, Artlink's pension contributions will cease during any periods of unpaid adoption leave.

You will continue to accrue holiday entitlement during both the 26 weeks' ordinary adoption leave period and 26 weeks' additional adoption leave period.

If you have requested adoption leave you will be advised before you start ordinary adoption leave about the arrangements for outstanding holiday entitlement and holidays accrued during adoption leave.

Artlink may:

- require you to take any outstanding holiday entitlement prior to the commencement of adoption leave; and/or
- require you to take holidays which will be accrued during adoption leave before commencing adoption leave; and/or
- require you to take accrued holidays immediately after adoption leave ends i.e. prior to returning to work.
- for holiday entitlement more than the statutory minimum (5.6 weeks), pay you for any outstanding holiday leave as if you were leaving.

These options will be discussed with you prior to the start of adoption leave and a combination of approaches may be used.

Contact during Adoption Leave

Artlink reserves the right to maintain reasonable contact with you during adoption leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or to update you on developments at work during your absence.

Keeping-in-touch Days

You can agree to work for Artlink (or to attend training) for up to 10 days during your adoption leave without that work bringing your adoption leave to an end and without loss of a week's statutory adoption pay. These are known as "keeping-in-touch" days. Any work carried out on a day will constitute a day's work for these purposes.

Artlink has no right to require you to carry out any work and you have no right to undertake any work during your adoption leave. Any work undertaken, including the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between you and Artlink.

Returning to work after Adoption Leave

You may return to work at any time during ordinary adoption leave or additional adoption leave, if you provide the appropriate notification. Alternatively, you may take their full period of adoption leave entitlement (52 weeks) and return to work at the end of this period. If you wish to return before the adoption leave has elapsed, you must give at least eight weeks' notice in writing to Artlink of the date on which you intend to return.

You have the right to resume working in the same job if returning to work from ordinary adoption leave. If you return to work after a period of additional adoption leave, you are entitled to return either to the same job, or if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.

Failure to return to work by the end of adoption leave will be treated as an unauthorised absence unless you are sick and produces a current medical certificate before the end of the adoption leave period.

If you decide during adoption leave that you do not wish to return to work, you should give written notice of resignation to Artlink as soon as possible and in accordance with the terms of your contract of employment.

If the child's placement is terminated during your adoption leave, you will continue to be entitled to adoption leave and pay (if applicable) for up to eight weeks after the placement ends. As you will be returning to work earlier than intended, you should give eight weeks' notice of the early return. In many cases where no notice of the termination of the placement is given this will effectively mean you should notify the employer of your early return on the day the placement ends.

Shared Parental Leave

Shared parental leave enables adopters to commit to ending their adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from adoption leave and opt in to shared parental leave and pay at a later date.

Shared parental leave must be taken in blocks of at least one week. You can request to take shared parental leave in one continuous block (in which case Artlink is required to accept the request as long as you meet the eligibility and notice requirements), or as a number of separate blocks of leave (in which case you need Artlink's agreement).

To be able to take shared parental leave, you and your partner must meet various eligibility requirements and have complied with the relevant curtailment, notice and evidence requirements. This includes the adopter curtailing their adoption leave.

Employees can refer to Artlink's policy on [Shared Parental Leave](#) (p.38) for further details.

5.4 Paternity And Shared Parental Leave

This policy sets out the statutory rights and responsibilities of employees who wish to take paternity leave.

Artlink recognises that, from time to time, you may have questions or concerns relating to your paternity rights. It is Artlink's policy to encourage open discussion with you to ensure that questions and problems can be resolved as quickly as possible. As the paternity provisions are complex, you should clarify the relevant procedures with your manager to ensure that they are followed.

Paternity Leave

If your partner gives birth to a child, you are entitled to two weeks' paid paternity leave provided that you have 26 weeks' continuous service by the end of the 15th week before the week in which the child is expected.

Paternity leave is also available to adoptive parents where a child is matched or newly placed with them for adoption, parents who will become the legal parents of a child under a surrogacy arrangement, or local authority foster parents who are prospective adopters. Either the adoptive partner or the adoptive mother may take paternity leave where the other adoptive parent has elected to take adoption leave.

Further information can be found in the [Adoption Leave](#) policy. In respect of an adopted child, you must have one year of continuous service by the week in which you are notified of having been matched with the child for adoption. To qualify for paternity leave, you must also have, or expect to have, responsibility for the upbringing of the child and be making the request to help care for the child or to support the child's mother.

Paternity leave is granted in addition to your normal annual holiday entitlement. Paternity leave must be taken in a single block of one or two weeks within eight weeks of the birth or adoption of the child. If the child is born early, it must be taken from the time of the birth but within eight weeks of the expected date of childbirth. Paternity leave can start either from the date the child is born or placed for adoption or from a chosen number of days or weeks after that date.

If you wish to take shared parental leave you must take your period of paternity leave first. You cannot take paternity leave if you have already taken a period of shared parental leave in relation to the same child.

Notification of paternity leave

Where you wish to request paternity leave in respect of a birth child, you must give Artlink 15 weeks' written notice of the date on which your partner's baby is due, the length of paternity leave you wish to take and the date on which you wish the leave to commence.

In the case of an adopted child, you must give written notice of your intention to take paternity leave no later than seven days after the date on which notification of the match with the child was given by the adoption agency. The notice must specify the date the child is expected to be placed for adoption, the date you intend to start paternity leave, the length of the intended paternity leave period and the date on which the adopter was notified of having been matched with the child.

If you subsequently wish to change the timing of the paternity leave, you must give 28 days' written notice of the new dates. You must also, if so requested, complete and sign an absence form declaring that you are entitled to paternity leave and statutory paternity pay.

Statutory Paternity Pay

Pay during paternity leave will be at the HMRC standard rate or at a rate equivalent to 90% of your average weekly earnings if this figure is less than the standard rate. However, if your average weekly earnings are below the lower earnings limit for national insurance contributions will not be eligible for statutory paternity pay. For details of the current rates please refer to www.gov.uk.

Statutory paternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Statutory paternity pay can start from any day of the week in accordance with the date you start your paternity leave.

Enhanced Paternity Pay

Employees entitled to statutory paternity pay that have at least one year's service may also be eligible to be paid organisational paternity pay as follows:

- Two weeks with full pay inclusive of SPP.

Organisational paternity pay is inclusive of any statutory paternity payments.

Organisational paternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

If you resign or are dismissed before the date you have notified Artlink as the intended start date of paternity leave, you will lose your right to enhanced paternity pay but may still be eligible to receive statutory paternity pay as detailed above.

Shared Parental Leave

Shared parental leave enables mothers or adopters to commit to ending their maternity or adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner.

You can choose to take both paternity leave and shared parental leave, but the period of paternity leave must come first. You cannot take paternity leave if you have already taken a period of shared parental leave in relation to the same child.

You can refer to Artlink's policy on [Shared Parental Leave](#) (p.38) for further details.

Adoptions from Overseas

If you have adopted a child from overseas, you may still be entitled to paternity leave. Special rules apply in these circumstances. For further information, you should contact your line manager.

Rights on and after Return to Work

On resuming work after paternity leave you are entitled to return to the same job as you occupied before commencing paternity leave on the same terms and conditions of employment as if you had not been absent.

5.5 Ordinary Parental Leave

An employee is entitled to up to 18 weeks' unpaid ordinary parental leave per child if you meet one of the following conditions:

- You are the birth or adoptive parent of a child who is under 18 years of age.
- You have acquired formal parental responsibility for a child who is under 18 years of age.

To qualify for ordinary parental leave, you must have completed at least 1 year's continuous service with Artlink.

Rights during Ordinary Parental Leave

You will be entitled to a maximum of 18 weeks' parental leave to be taken up until the child's 18th birthday. During ordinary parental leave you will remain employed, although pay and most contractual benefits will be suspended. The right to accrue statutory holiday entitlement will, however, remain in place. Certain other terms of employment will remain in force, as follows.

During ordinary parental leave you will be entitled to the implied obligation of trust and confidence, and any terms and conditions of employment relating to:

- Notice of termination;
- Redundancy compensation; and
- Disciplinary or grievance procedures

Employees taking ordinary parental leave will be bound by the implied obligation of good faith, and any terms and conditions of employment relating to:

- Notice of termination;
- Disclosure of confidential information;
- The acceptance of gifts or other benefits; and
- Participation in any other business

Conditions of leave

Artlink has adopted the default scheme for the taking of ordinary parental leave and the following conditions apply.

You may not exercise any entitlement to ordinary parental leave unless you have complied with any request made by Artlink to produce evidence as to your entitlement (e.g. parental responsibility or expected responsibility for the child in question; the child's date of birth or date on which placement for adoption began).

You must give proper notice of the period of leave that you propose to take. This notice must be given to Artlink at least 21 days before the date on which leave is to start and must specify the dates on which the period of leave is to begin and end.

Where you are the parent of the child in respect of whom the leave is to be taken and you request ordinary parental leave to begin when your child is born, your notice must specify the expected week of childbirth and the duration of the period of leave. You must give this notice at least 21 days before the expected week of childbirth.

Where the ordinary parental leave is in respect of an adopted child and is to begin on the date of the placement, your notice must be given to Artlink at least 21 days before the beginning of the week in which the child is to be placed for adoption, or as soon as is reasonably practicable thereafter. It must specify the week in which the placement is expected to occur and the duration of the period of ordinary parental leave requested.

Artlink may postpone a period of ordinary parental leave (other than where ordinary parental leave has been requested immediately after childbirth or immediately after placement for adoption) where Artlink considers that your work would be unduly disrupted if you were to take leave during the period requested. In such a case, Artlink will allow you to take an equivalent period of ordinary parental leave beginning no later than 6 months after the commencement of the period originally requested. Artlink will give notice in writing of the postponement stating the reason for it and specifying suggested dates for the you to take ordinary parental leave. Such notice will be given no more than 7 days after your notice was given to Artlink.

You may not take ordinary parental leave in blocks of less than 1 week (except in relation to a child who is disabled).

You may not take more than four weeks' leave in respect of any individual child in any year. For these purposes a year is the period of 12 months beginning when you first become entitled to ordinary parental leave in respect of the child in question, and each successive period of 12 months beginning on the anniversary of that date.

Return from Leave

An employee who returns to work after a period of ordinary parental leave is entitled to return to the job in which they were employed prior to the absence if it was an isolated period of leave lasting four weeks or less. If the period of parental leave followed on immediately from another period of statutory leave, your right to return depends on the length of leave taken.

You have the right to return to the same job if the ordinary parental leave was the last of two or more consecutive periods of leave that did not include:

- A period of ordinary parental leave lasting more than four weeks; or
- Any period of statutory leave that, when added to any other period of statutory leave (excluding ordinary parental leave) taken in relation to the same child, means that the total amount of statutory leave taken in relation to that child totals more than 26 weeks.

If you return to work after a period of ordinary parental leave that does not fall into the above description, for example because it follows ordinary and additional maternity leave lasting more than 26 weeks, you are entitled to return to the job in which you were employed prior to the absence, or, if that is not reasonably practicable, to another job that is both suitable and appropriate in the circumstances.

5.6 Shared Parental Leave

This leave arrangement enables you as the mother to commit to ending your maternity leave and pay and instead, "banking" or putting into a pot which can then be shared with your partner or allows you to return to work early from maternity leave and opt in to shared parental leave and pay at a later date.

The mother must take a minimum of 2 weeks statutory leave after the birth of the child. Therefore, the maximum balance that could ever be available for sharing would be 50 weeks, assuming the mother works up until the baby is born.

Shared parental leave should not be confused with ordinary parental leave, which is unaffected by shared parental leave. Ordinary parental leave is the entitlement to up to 18 weeks' unpaid leave. Artlink provides a separate policy on ordinary parental leave.

Artlink recognises that, from time to time, you may have questions or concerns relating to your shared parental leave rights. It is Artlink's policy to encourage open discussion with you to ensure that questions and problems can be resolved as quickly as possible. As the shared parental leave provisions are complex, if you wish to take shared parental leave, you should clarify the relevant procedures with your line manager to ensure that they are followed correctly.

Definitions

The following definitions are used in this policy:

- "Mother" means the mother or expectant mother of the child.
- "Partner" means the person who, at the date of the child's birth, is married to, the civil partner of, or the partner of the mother. This includes someone, of either sex, who lives with the mother and the child in an enduring family relationship but who is not the mother's child, parent, grandchild, grandparent, sibling, aunt, uncle, niece or nephew.
- "Expected week of childbirth" means the week, starting on a Sunday, during which the mother's doctor or midwife expects the mother to give birth.

Scope

This policy applies in relation to you as an employee of Artlink, whether you are the mother or the partner. If it is the mother who is employed by Artlink, the partner must (where relevant) submit any notifications to take shared parental leave set out in this policy to their own employer, which may have its own shared parental leave policy in place, if they want to take a period of shared parental leave.

Similarly, if it is the partner who is employed by Artlink, the mother must (where relevant) submit any notifications to take shared parental leave to their own employer.

The mother and the partner should ensure that they are each liaising with their own employer to ensure that requests for shared parental leave are handled as smoothly as possible.

Amount of Shared Parental Leave available

The amount of shared parental leave to which an individual is entitled will depend on when the mother brings their maternity leave period to an end and the amount of leave that the other parent takes in respect of the child. Shared parental leave must be taken in blocks of at least one week. You can request to take shared parental leave in one continuous block (in which case Artlink is required to accept the request as long as you meet the eligibility and notice requirements), or as a number of discontinuous blocks of leave (in which case you need Artlink's agreement). A maximum of three requests for leave per pregnancy can normally be made by each parent.

The first two weeks following birth are the compulsory maternity leave period and are reserved for the mother. This means that the mother cannot curtail the maternity leave to take shared parental leave until two weeks after the birth and the maximum period that the parents could take as shared parental leave is 50 weeks between them.

However, the mother's partner can begin a period of shared parental leave at any time from the date of the child's birth (but the partner should bear in mind that they are entitled to take up to two weeks' ordinary paternity leave following the birth of their child, which they will lose if shared parental leave is taken first). The mother and partner must take any shared parental leave within 52 weeks of birth.

Eligibility for Shared Parental Leave

For you to be eligible to take shared parental leave, both parents must meet certain eligibility requirements.

Mother's eligibility for shared parental leave

The mother is eligible for shared parental leave if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with Artlink until the week before any period of shared parental leave is taken;
- has, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- is entitled to statutory maternity leave in respect of the child; and
- complies with the relevant maternity leave curtailment requirements (or has returned to work before the end of statutory maternity leave), and shared parental leave notice and evidence requirements.

In addition, for the mother to be eligible for shared parental leave, the partner must:

- have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold currently for any 13 of those 66 weeks; and
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child.

Partner's eligibility for shared parental leave

The partner is eligible for shared parental leave if they:

- have at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with Artlink until the week before any period of shared parental leave that they take;
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- comply with the relevant shared parental leave notice and evidence requirements.

In addition, for the partner to be eligible for shared parental leave, the mother must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks;
- have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- be entitled to statutory maternity leave, statutory maternity pay or maternity allowance in respect of the child; and
- comply with the relevant maternity leave or pay curtailment requirements (or have returned to work before the end of statutory maternity leave).

Notice requirements for Shared Parental Leave

The notices that the parents must give to the relevant employer to be able to take shared parental leave are made up of three elements. They are:

- a "maternity leave curtailment notice" from the mother setting out the proposed end to the maternity leave (unless the mother has already returned to work from maternity leave);
- a "notice of entitlement and intention" from you giving an initial, non-binding indication of each period of shared parental leave that you are requesting; and
- a "period of leave notice" from you setting out the start and end dates of each period of shared parental leave that you are requesting.

The notice periods set out below are the minimum required by law. However, the earlier you inform Artlink of your intentions, the more likely it is that Artlink will be able to accommodate your wishes, particularly if you want to take periods of discontinuous leave.

You are advised that, if you have already decided the pattern of shared parental leave that you would like to take, you can provide more than one type of notice at the same time. For example, the mother could provide a maternity leave curtailment notice, notice of entitlement and intention and period of leave notice at the same time. Similarly, the partner could provide their notice of entitlement and intention and period of leave notice at the same time.

Mother's notice curtailing maternity leave

Before the mother or partner can take shared parental leave, the mother must either return to work before the end of maternity leave (by giving the required eight weeks' notice of planned return) or provide the employer with a maternity leave curtailment notice. The maternity leave curtailment notice must be in writing and state the date on which maternity leave is to end. That date must be:

- after the compulsory maternity leave period, which is the two weeks after birth;
- at least eight weeks after the date on which the mother gave the maternity leave curtailment notice to her employer; and
- at least one week before what would be the end of the additional maternity leave period.

The mother must provide the maternity leave curtailment notice at the same time she provides either her notice of entitlement and intention or a declaration of consent and entitlement signed by the mother confirming that the partner has given their employer a notice of entitlement and intention.

Revocation of maternity leave curtailment notice

As the mother you can withdraw your notice curtailing your maternity leave in limited circumstances. The withdrawal of a maternity leave curtailment notice must be in writing and can be given only if you have returned to work. You can withdraw your maternity leave curtailment notice if:

- it is discovered that neither you nor the partner are entitled to shared parental leave or statutory shared parental pay and, as the mother, you withdraw your maternity leave curtailment notice within eight weeks of the date on which the notice was given;
- the maternity leave curtailment notice was given before the birth of the child and you withdraw your maternity leave curtailment notice within six weeks of the child's birth; or
- the partner has died.

Your notice of entitlement and intention

An employee, whether the mother or the partner, must provide Artlink with a non-binding notice of entitlement and intention. Your notice of entitlement and intention, which must be in writing and provided at least eight weeks before the start date of the first period of shared parental leave to be taken by you, must set out the following information.

If you are the mother, the notice of entitlement and intention must set out:

- the mother's name;
- the partner's name;
- the start and end dates of any statutory maternity leave taken or to be taken by the mother;
- the total amount of shared parental leave available;
- the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth can be provided as soon as reasonably practicable after birth, and before the first period of shared parental leave to be taken by the mother);
- how much shared parental leave the mother and partner each intend to take; and
- a non-binding indication as to when you intend to take shared parental leave (including the start and end dates for each period of leave).

The mother's notice of entitlement and intention must include a declaration signed by her that:

- she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;

- the information she gives in the notice of entitlement and intention is accurate; and
- she will immediately inform Artlink if she ceases to care for the child.

In addition, the mother's notice of entitlement and intention must include a declaration signed by the partner:

- specifying the partner's name, address, and national insurance number (or declaring that the partner does not have a national insurance number);
- declaring that the partner satisfies, or will satisfy, the conditions set out above (see Mother's eligibility for shared parental leave);
- declaring that the partner is married to, the civil partner of, or the partner of, the mother;
- declaring that the partner consents to the amount of leave that the mother intends to take; and
- declaring that the partner consents to the mother's employer processing the information in the partner's declaration.

If you are the partner, the partner's notice of entitlement and intention must set out:

- the partner's name;
- the mother's name;
- the start and end dates of any periods of statutory maternity leave, statutory maternity pay or maternity allowance taken or to be taken by the mother;
- the total amount of shared parental leave available;
- the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth can be provided as soon as reasonably practicable after birth, and before the first period of shared parental leave to be taken by the partner);
- how much shared parental leave the partner and mother each intend to take; and
- a non-binding indication as to when the partner intends to take shared parental leave (including the start and end dates for each period of leave).

The partner's notice of entitlement and intention must include a declaration signed by the partner that:

- they satisfy, or will satisfy, the eligibility requirements to take shared parental leave;
- the information given by the partner in the notice of entitlement and intention is accurate; and
- they will immediately inform Artlink if they cease to care for the child or if the mother informs them that she no longer meets the requirement to have curtailed her maternity leave or pay period.

In addition, the partner's notice of entitlement and intention must include a declaration signed by the mother:

- specifying the mother's name, address, and national insurance number (or declaring that the mother does not have a national insurance number);
- declaring that the mother satisfies, or will satisfy, the conditions set out above (see Partner's eligibility for shared parental leave) and she will notify the partner if she no longer qualifies for maternity leave, statutory maternity pay or maternity allowance;
- declaring that the mother consents to the amount of leave that the partner intends to take;
- declaring that she will immediately inform the you if she no longer meets the requirement to have curtailed her maternity leave or pay period; and

- declaring that the mother consents to the partner's employer processing the information in the mother's declaration.

Within 14 days of receiving a notice of entitlement and intention from you, whether the mother or partner, Artlink can request from you:

- a copy of the child's birth certificate (or, if the child has not been born, a copy of the birth certificate within 14 days of the birth - if the birth certificate has yet to be issued after this period, a signed declaration stating the date and location of the child's birth will suffice); and
- the name and address of the other parent's employer (or a declaration that the other parent has no employer).

You have 14 days from the date of the request to send Artlink the required information.

Variation or cancellation of notice of entitlement and intention

You can vary or cancel your proposed shared parental leave dates following the submission of a notice of entitlement and intention, provided that you provide Artlink with a written notice. The written notice must contain:

- an indication as to when you intend to take shared parental leave (including the start and end dates for each period of leave);
- details of any periods of shared parental leave that have been notified through a period of leave notice;
- details of any periods of statutory shared parental pay that have been notified in relation to periods where shared parental leave was not to be taken; and
- a declaration signed by the mother and the partner that they agree to the variation.

Any indication of leave intended to be taken that you provide in a variation of notice of entitlement and intention is non-binding until you provide a period of leave notice in relation to that period of leave. There is no limit on the number of variations of notice of entitlement and intention that you can make.

Your period of leave notice

To take a period of shared parental leave, you must provide Artlink with a written notice setting out the start and end dates of each period of shared parental leave requested in that notice.

A period of leave notice must be given not less than eight weeks before the start date of the first period of shared parental leave requested in the notice. The notice may be given at the same time as a notice of entitlement and intention and can be a request for a continuous period of leave or discontinuous periods of leave.

Variation or cancellation of period of leave notice

You can vary or cancel your proposed shared parental leave dates following the submission of a period of leave notice, provided that you provide Artlink with a written notice not less than eight weeks before any period of leave varied or cancelled by the notice is due to commence. The written notice can:

- vary the start date or the end date of any period of shared parental leave or cancel a request for leave;
- request that a continuous period of leave become discontinuous periods of leave; or
- request that discontinuous periods of leave become a continuous period of leave.

Limit on number of requests for leave

You can provide a combined total of up to three periods of leave notices or variations of period of leave notices per pregnancy, although Artlink may waive this limit in some circumstances.

Continuous period of shared parental leave

If you submit a period of leave notice requesting one continuous period of leave, you will be entitled to take that period of leave. See example below:

Week 35-50

Shared Parental Leave

Partner takes leave and mother returns to work

Week 13-34

Shared Parental Leave

Mother and partner take time off together

Week 1-12

Maternity Leave

Mother takes leave

Discontinuous periods of Shared Parental Leave

You may submit a period of leave notice requesting discontinuous periods of leave. For example, the mother and partner could request a pattern of leave from their respective employers that allows them to alternate childcare responsibilities.

If you submit a period of leave notice requesting discontinuous periods of leave, Artlink, in the two weeks beginning with the date the period of leave notice was given, can:

- consent to the pattern of leave requested;
- propose an alternative pattern of leave; or
- refuse the pattern of leave requested.

Week 31-40

Shared Parental Leave –

Partner takes time off

Week 21-30

Shared Parental Leave –

Mother takes time off

Week 13-20

Shared Parental Leave –

Partner takes time off

Week 1-12

Maternity Leave –

Mother takes leave

If no agreement has been reached within that two-week discussion period, you are entitled to take the leave as one continuous period of leave. In that event, you must choose a start date for the leave that is at least eight weeks from the date on which the period of leave notice was originally given. You must notify Artlink of that date within five days of the end of the two-week discussion period. If you do not choose a start date within five days of the end of the two-week discussion period, the period of continuous leave will start on the date of the first period of leave requested in the period of leave notice.

Alternatively, if Artlink has refused the request or no agreement has been reached during the two-week discussion period, you may withdraw a period of leave notice requesting discontinuous periods of leave. You can withdraw a period of leave notice at any time on or before the 15th day after the period of leave notice was given. A notice for discontinuous leave that has been withdrawn before it is agreed does not count towards the total number of requests for leave that you can make.

Statutory Shared Parental Pay

Statutory shared parental pay is available for eligible parents to share between them while on shared parental leave. The number of weeks' statutory shared parental pay available to the parents will depend on how much statutory maternity pay or maternity allowance the mother has been paid when her maternity leave or pay period ends.

A total of 39 weeks' statutory maternity pay or maternity allowance is available to the mother. As there is a compulsory maternity leave period of two weeks, this means that a mother who ends her maternity leave at the earliest opportunity could share up to 37 weeks' statutory shared parental pay with her partner.

Any statutory shared parental pay due during shared parental leave will be paid at a rate set by the Government for the relevant tax year, or at 90% of your average weekly earnings, if this figure is lower than the Government's set weekly rate.

It is up to the parents as to who is paid the statutory shared parental pay and how it is apportioned between them.

Eligibility for Statutory Shared Parental Pay

For you to be eligible for statutory shared parental pay, both parents must meet certain eligibility requirements.

Mother's eligibility for statutory shared parental pay

The mother is eligible for statutory shared parental pay if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with her employer until the week before any period of shared parental pay that she gets;
- has normal weekly earnings for a period of eight weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- is absent from work and intends to care for the child during each week in which she receives statutory shared parental pay; and
- is entitled to statutory maternity pay in respect of the child, but the maternity pay period has been reduced.

In addition, for the mother to be eligible for statutory shared parental pay, the partner must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks.

Partner's eligibility for Statutory Shared Parental Pay

The partner is eligible for statutory shared parental pay if they:

- have at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with their employer until the week before any period of shared parental pay that they get;
- have normal weekly earnings for eight weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- are absent from work and intend to care for the child during each week in which they receive statutory shared parental pay.

In addition, for the partner to be eligible, the mother must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance for any 13 of those 66 weeks;
- have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child; and
- be entitled to statutory maternity pay or maternity allowance in respect of the child, but the maternity pay period or maternity allowance period has been reduced.

Rights during Shared Parental Leave

During shared parental leave, all terms and conditions of your contract except normal pay will continue. Salary will be replaced by statutory shared parental pay if you are eligible for it.

For example, holiday entitlement will continue to accrue and pension contributions will continue to be paid. However, Artlink's pension contributions will cease during any periods of unpaid shared parental leave.

Contact during Shared Parental Leave

Artlink reserves the right to maintain reasonable contact with you during shared parental leave. This may be to discuss your plans for your return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or to update you on developments at work during your absence.

You can agree to work for Artlink (or to attend training) for up to 20 days during shared parental leave without that work bringing the period of your shared parental leave and pay to an end. These are known as "shared-parental-leave-in-touch" (SPLIT) days.

Artlink has no right to require you to carry out any work and you have no right to undertake any work during your shared parental leave. Any work undertaken, and the amount of salary paid for any work done on SPLIT days, is entirely a matter for agreement between you and Artlink.

If you are entitled to receive statutory shared parental pay for any week during which you attend work for SPLIT days, you will still receive this in the usual way.

Returning to work following Shared Parental Leave

You have the right to resume working in the same job when returning to work from shared parental leave if the period of leave, when added to any other period of shared parental leave, statutory maternity leave or statutory paternity leave taken by you in relation to the same child, is 26 weeks or less.

If you are returning to work from shared parental leave and the period of leave taken is more than 26 weeks, when added to any other period of shared parental leave, statutory maternity or paternity leave taken in relation to the same child, or was the last of two or more consecutive periods of statutory leave that included a period of ordinary parental leave of more than four weeks, or a period of additional maternity leave, you have the right to return to the same job unless this is not reasonably practicable. In these circumstances, if it is not reasonably practicable for Artlink to permit a return to the same job, you have the right to return to another job that is suitable and appropriate for you.

5.7 Shared Parental Leave - *adoption within the UK and overseas*

This leave arrangement enables you after having a child placed for adoption (or in the case of an adoption from overseas, having a child you are adopting enter Great Britain) to commit to ending your adoption leave and pay and instead, “banking” or putting into a pot which can then be shared with your partner or allows you to return to work early from adoption leave and opt in to shared parental leave and pay at a later date.

Shared parental leave should not be confused with ordinary parental leave, which is unaffected by shared parental leave. Ordinary parental leave is the entitlement to up to 18 weeks' unpaid leave. Artlink provides a separate policy on ordinary parental leave.

Artlink recognises that, from time to time, you may have questions or concerns relating to your shared parental leave rights. It is Artlink's policy to encourage open discussion with you to ensure that questions and problems can be resolved as quickly as possible. As the shared parental leave provisions are complex, if you wish to take shared parental leave, you should clarify the relevant procedures with your line manager to ensure that they are followed correctly.

Definitions

The following definitions are used in this policy:

“Adopter” means the person with whom the child is, or is expected to be, placed for adoption or, in a case where two people have been matched jointly, whoever has elected to be the child's adopter for the purposes of adoption leave.

“Partner” means the person who is married to, or the civil partner or the partner of, the adopter at the date on which the child is placed for adoption (for adoptions from overseas, at the date on which the child enters Great Britain). This includes someone, of either sex, who lives with the adopter and the child in an enduring family relationship but who is not the adopter's child, parent, grandchild, grandparent, sibling, aunt, uncle, niece or nephew.

"Matched for adoption" means an adoption agency deciding that a person would be a suitable adoptive parent for a child either individually or jointly with another person. A person is notified of having been "matched for adoption" with a child on the date on which the person receives notification of the adoption agency's decision.

"Placed for adoption" means placed for adoption under UK adoption laws, including placement with a local authority foster parent who is also a prospective adopter ("foster to adopt").

"Official notification" means written notification, issued by or on behalf of the relevant central authority, that it is prepared to issue a certificate to the overseas authority concerned with the adoption of a child from overseas, or that it has issued a certificate and sent it to that authority, confirming, in either case, that the adopter is eligible to adopt, and has been assessed and approved as being a suitable adoptive parent.

Scope

This policy applies in relation to you as an employee of Artlink, whether you are the adopter or the partner. If it is the adopter who is employed by Artlink, their partner must (where relevant) submit any notifications to take shared parental leave set out in this policy to their own employer, which may have its own shared parental leave policy in place, if they want to take a period of shared parental leave.

Similarly, if it is the partner who is employed by Artlink, the adopter must (where relevant) submit any notifications to take shared parental leave to their own employer.

The adopter and the partner should ensure that they are each liaising with their own employer to ensure that requests for shared parental leave are handled as smoothly as possible.

Amount of Shared Parental Leave available

The amount of shared parental leave to which an individual is entitled will depend on when the adopter brings their adoption leave period to an end and the amount of leave that the other parent takes in respect of the child. Shared parental leave must be taken in blocks of at least one week. You can request to take shared parental leave in one continuous block (in which case Artlink is required to accept the request as long as you meet the eligibility and notice requirements), or as a number of discontinuous blocks of leave (in which case the you need Artlink's agreement). A maximum of three requests for leave per pregnancy can normally be made by each parent.

You can begin a period of shared parental leave at any time from the date on which the child is placed for adoption (for adoptions from overseas, at any time from the date on which the child enters Great Britain) or, where more than one child is placed for adoption through a single placement, the date of placement of the first child (for adoptions from overseas, at any time from the date on which the first child enters Great Britain). However, you should bear in mind that the adopter's partner will lose their entitlement to take up to two weeks' ordinary paternity leave following the adoption of their child if shared parental leave is taken first. You must take any shared parental leave within 52 weeks of the date on which the child is placed for adoption (for adoptions from overseas, within 52 weeks of the date on which the child enters Great Britain).

Eligibility for Shared Parental Leave

For you to be eligible to take shared parental leave, both adoptive parents must meet certain eligibility requirements.

The adopter is eligible for shared parental leave if they:

- have at least 26 weeks' continuous employment by the end of the week in which the adopter is notified of having been matched for adoption with the child (or by the end of the week in which they receive official notification in relation to an adoption from overseas) and remains in continuous employment with Artlink until the week before any period of shared parental leave that they take;
- have, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the partner, for the care of the child;
- are entitled to statutory adoption leave in respect of the child; and
- comply with the relevant adoption leave curtailment requirements (or has returned to work before the end of statutory adoption leave), and shared parental leave notice and evidence requirements.
- In addition, for the adopter to be eligible for shared parental leave, the partner must:
- have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the week in which the adopter is notified of having been matched for adoption with the child (or the week in which the child enters Great Britain in relation to an adoption from overseas);
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks; and
- have, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the adopter, for the care of the child.

Partner's eligibility for shared parental leave

The partner is eligible for shared parental leave if they:

- have at least 26 weeks' continuous employment by the end of the week in which the adopter is notified of having been matched for adoption with the child (or by the end of the week in which they receive official notification in relation to an adoption from overseas) and remains in continuous employment with Artlink until the week before any period of shared parental leave that they take;
- have, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the adopter, for the care of the child; and
- comply with the relevant shared parental leave notice and evidence requirements.
- In addition, for the partner to be eligible for shared parental leave, the adopter must:
- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the week in which the adopter is notified of having been matched for adoption with the child (or the week in which the child enters Great Britain in relation to an adoption from overseas);
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks;
- have, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the partner, for the care of the child;
- be entitled to statutory adoption leave or statutory adoption pay in respect of the child; and
- comply with the relevant adoption leave or pay curtailment requirements, or have returned to work before the end of statutory adoption leave.

Notice Requirements for Shared Parental Leave

The notices that the adoptive parents must give to the relevant employer to be able to take shared parental leave are made up of three elements. They are:

- an "adoption leave curtailment notice" from the adopter setting out when they propose to end their adoption leave (unless the adopter has already returned to work from adoption leave);
- a "notice of entitlement and intention" from you giving an initial, non-binding indication of each period of shared parental leave that they are requesting; and
- a "period of leave notice" from you setting out the start and end dates of each period of shared parental leave that they are requesting.

The notice periods set out below are the minimum required by law. However, the earlier you inform Artlink of your intentions, the more likely it is that Artlink will be able to accommodate your wishes, particularly if you want to take periods of discontinuous leave.

You are advised that, if you have already decided the pattern of shared parental leave that you would like to take, you can provide more than one type of notice at the same time. For example, the adopter could provide an adoption leave curtailment notice, notice of entitlement and intention and period of leave notice at the same time. Similarly, the partner could provide their notice of entitlement and intention and period of leave notice at the same time.

Adopter's Notice Curtailing Adoption Leave

Before the adopter or partner can take shared parental leave, the adopter must either return to work before the end of their adoption leave (by giving the required eight weeks' notice of their planned return) or provide their employer with an adoption leave curtailment notice. The adoption leave curtailment notice must be in writing and state the date on which adoption leave is to end. That date must be at least:

- two weeks after the first day of the adopter's ordinary adoption leave period;
- eight weeks after the date on which the adopter gave the adoption leave curtailment notice to their employer; and
- one week before what would be the end of the additional adoption leave period.

The adopter must provide their adoption leave curtailment notice at the same time that they provide either their notice of entitlement and intention or a declaration of consent and entitlement signed by the adopter confirming that their partner has given their employer a notice of entitlement and intention (see Your Notice of Entitlement and Intention below).

Revocation of Adoption Leave Curtailment Notice

The adopter can withdraw their notice curtailing their adoption leave in limited circumstances. The withdrawal of an adoption leave curtailment notice must be in writing and can be given only if the adopter has not returned to work. The adopter can withdraw their adoption leave curtailment notice if:

- it is discovered that neither the adopter nor the partner are entitled to shared parental leave or statutory shared parental pay and the adopter withdraws their adoption leave curtailment notice within eight weeks of the date on which the notice was given; or
- the partner has died.

Your Notice of Entitlement and Intention

You, whether the adopter or the partner, must provide Artlink with a non-binding notice of entitlement and intention. Your notice of entitlement and intention, which must be in writing and provided at least eight weeks before the start date of the first period of shared parental leave to be taken by you, must set out the following information.

If you are the adopter, the notice of entitlement and intention must set out:

- the adopter's name;
- the partner's name;
- the start and end dates of any statutory adoption leave taken or to be taken by the adopter;
- the total amount of shared parental leave available;
- the date on which the adopter was notified of having been matched for adoption with the child (or receives official notification in relation to an adoption from overseas);
- the date on which the child is expected to be placed for adoption with the adopter and the date of the placement, or the date on which the child is expected to enter Great Britain in relation to an adoption from overseas (although, if the child has not yet been placed for adoption or entered Great Britain, the date of placement for adoption or entry into Great Britain must be provided as soon as reasonably practicable after the placement or entry, and before the first period of shared parental leave to be taken by the adopter);
- how much shared parental leave the adopter and partner each intend to take; and
- a non-binding indication as to when you intend to take shared parental leave (including the start and end dates for each period of leave).

The adopter's notice of entitlement and intention must include a declaration signed by them that:

- they satisfy, or will satisfy, the eligibility requirements to take shared parental leave;
- the information they give in the notice of entitlement and intention is accurate; and
- they will immediately inform Artlink if they cease to care for the child.

In addition, the adopter's notice of entitlement and intention must include a declaration signed by their partner:

- specifying the partner's name, address, and national insurance number (or declaring that the partner does not have a national insurance number);
- declaring that the partner satisfies, or will satisfy, the conditions set out above (see Adopter's eligibility for shared parental leave);
- declaring that the partner is married to, the civil partner of, or the partner of, the adopter;
- declaring that the partner consents to the amount of leave that the adopter intends to take; and
- declaring that the partner consents to the adopter's employer processing the information in the partner's declaration.

If you are the partner, the partner's notice of entitlement and intention must set out:

- the partner's name;
- the adopter's name;
- the start and end dates of any periods of statutory adoption leave or statutory adoption pay taken or to be taken by the adopter;
- the total amount of shared parental leave available;

- the date on which the adopter was notified of having been matched for adoption with the child (or receives official notification in relation to an adoption from overseas);
- where statutory adoption leave was not taken, or is not to be taken, the start and end dates of any period in which statutory adoption pay is paid or payable;
- the date on which the child is expected to be placed for adoption with the adopter and the date of the placement, or the date on which the child is expected to enter Great Britain in relation to an adoption from overseas (although, if the child has not yet been placed for adoption or entered Great Britain, the date of placement for adoption or entry into Great Britain must be provided as soon as reasonably practicable after the placement or entry, and before the first period of shared parental leave to be taken by the adopter);
- how much shared parental leave the partner and adopter each intend to take; and
- a non-binding indication as to when the partner intends to take shared parental leave (including the start and end dates for each period of leave).

The partner's notice of entitlement and intention must include a declaration signed by them that:

- they satisfy, or will satisfy, the eligibility requirements to take shared parental leave;
- the information given by the partner in the notice of entitlement and intention is accurate;
- they are married to, or the civil partner or the partner of the adopter; and
- they will immediately inform Artlink if they cease to care for the child or if the adopter informs them that they no longer meet the requirement to have curtailed their adoption leave or pay period.

In addition, the partner's notice of entitlement and intention must include a declaration signed by the adopter:

- specifying the adopter's name, address, and national insurance number (or declaring that the adopter does not have a national insurance number);
- declaring that the adopter satisfies, or will satisfy, the conditions set out above (see Partner's eligibility for shared parental leave);
- declaring that the adopter consents to the amount of leave that the partner intends to take;
- declaring that they will immediately inform you if they no longer meet the requirement to have curtailed their adoption leave or pay period; and
- declaring that the adopter consents to the partner's employer processing the information in the adopter's declaration.

Within 14 days of receiving a notice of entitlement and intention from you, whether the adopter or partner, Artlink can request from you:

- in relation to adoptions within the UK, documentary evidence from the adoption agency of:
 - the name and address of the adoption agency;
 - the date on which the adopter was notified of having been matched for adoption with the child; and
 - the date on which the adoption agency expects the child to be placed for adoption with the adopter; and
- in relation to adoptions from overseas, a copy of the official notification; and
- whether a UK or overseas adoption, the name and address of the other adoptive parent's employer (or a declaration that the other adoptive parent has no employer).

You have 14 days from the date of the request to send Artlink the required information.

Variation or Cancellation of Notice of Entitlement and Intention

You can vary or cancel your proposed shared parental leave dates following the submission of a notice of entitlement and intention, provided that you provide Artlink with a written notice. The written notice must contain:

- an indication as to when you intend to take shared parental leave (including the start and end dates for each period of leave);
- details of any periods of shared parental leave that have been notified through a period of leave notice;
- details of any periods of statutory shared parental pay that have been notified in relation to periods where shared parental leave was not to be taken; and
- a declaration signed by the adopter and the partner that they agree the variation.

Any indication of leave intended to be taken that you provide in a variation of notice of entitlement and intention is non-binding until you provide a period of leave notice in relation to that period of leave. There is no limit on the number of variations of notice of entitlement and intention that you can make.

Your Period of Leave Notice

To take a period of shared parental leave, you must provide Artlink with a written notice setting out the start and end dates of each period of shared parental leave requested in that notice.

A period of leave notice must be given not less than eight weeks before the start date of the first period of shared parental leave requested in the notice. The notice may be given at the same time as a notice of entitlement and intention and can be a request for a continuous period of leave or discontinuous periods of leave.

Variation or Cancellation of Period of Leave Notice

You can vary or cancel your proposed shared parental leave dates following the submission of a period of leave notice, provided that you provide Artlink with a written notice not less than eight weeks before any period of leave varied or cancelled by the notice is due to commence. The written notice can:

- vary the start date or the end date of any period of shared parental leave or cancel a request for leave;
- request that a continuous period of leave become discontinuous periods of leave; or
- request that discontinuous periods of leave become a continuous period of leave.

Limit on number of requests for leave

You can provide a combined total of up to three period of leave notices or variations of period of leave notices per adoption, although Artlink may waive this limit in some circumstances.

Continuous period of Shared Parental Leave

Week 35-50

Shared Parental Leave –

partner takes leave and adopter returns to work

Week 13-34

Shared Parental Leave –

parents take time off together

Week 1-12

Adoption Leave –

Adopter takes leave

Discontinuous periods of Shared Parental Leave

You may submit a period of leave notice requesting discontinuous periods of leave. For example, the adopter and partner could request a pattern of leave from their respective employers that allows them to alternate childcare responsibilities.

If you submit a period of leave notice requesting discontinuous periods of leave, Artlink, in the two weeks beginning with the date the period of leave notice was given, can:

- consent to the pattern of leave requested;
- propose an alternative pattern of leave; or
- refuse the pattern of leave requested.

Week 31-40

Shared Parental Leave –

Partner takes time off

Week 21-30

Shared Parental Leave –

Adopter takes time off

Week 13-20

Shared Parental Leave –

Partner takes time off

Week 1-12

Adoption Leave –

Adopter takes leave

If no agreement has been reached within that two-week discussion period, you are entitled to take the leave as one continuous period of leave. In that event, you must choose a start date for the leave that is at least eight weeks from the date on which the period of leave notice was originally given. You must notify Artlink of that date within five days of the end of the two-week discussion period. If you do not choose a start date within five days of the end of the two-week discussion period, the period of continuous leave will start on the date of the first period of leave requested in the period of leave notice.

Alternatively, if Artlink has refused the request or no agreement has been reached during the two-week discussion period, you may withdraw a period of leave notice requesting discontinuous periods of leave. You can withdraw a period of leave notice at any time on or before the 15th day after the period of leave notice was given. A notice for discontinuous leave that has been withdrawn before it is agreed does not count towards the total number of requests for leave that you can make.

Statutory Shared Parental Pay

Statutory shared parental pay is available for eligible adoptive parents to share between them while on shared parental leave. The number of weeks' statutory shared parental pay available to the adoptive parents will depend on how much statutory adoption pay the adopter has been paid when their adoption pay period ends.

A total of 39 weeks' statutory adoption pay is available to the adopter.

As adoption leave cannot be curtailed for the first two weeks of leave, an adopter can share up to 37 weeks' statutory shared parental pay with their partner.

Any statutory shared parental pay due during shared parental leave will be paid at a rate set by the Government for the relevant tax year, or at 90% of your average weekly earnings, if this figure is lower than the Government's set weekly rate.

It is up to the adoptive parents as to who is paid any statutory shared parental pay and how it is apportioned between them.

Eligibility for Statutory Shared Parental Pay

For you to be eligible for statutory shared parental pay, both adoptive parents must meet certain eligibility requirements.

The adopter is eligible for statutory shared parental pay if they:

- have at least 26 weeks' continuous employment by the end of the week in which the adopter is notified of having been matched for adoption with the child (or by the end of the week in which they receive official notification in relation to an adoption from overseas) and remains in continuous employment with their employer until the week before any period of shared parental leave that they take;
- have normal weekly earnings for a period of eight weeks ending with the week in which the adopter is notified of having been matched for adoption with the child (or by the week in which they receive official notification in relation to an adoption from overseas) of at least the lower earnings limit for national insurance contribution purposes;
- have, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the partner, for the care of the child;
- are absent from work and intends to care for the child during each week in which they receive statutory shared parental pay; and
- is entitled to statutory adoption pay in respect of the child, but the adoption pay period has been reduced.

In addition, for the adopter to be eligible for statutory shared parental pay, the partner must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the week in which the adopter is notified of having been matched for adoption with the child (or the week in which they receive official notification in relation to an adoption from overseas);
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks; and
- have, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the adopter, for the care of the child.

Partner's eligibility for Statutory Shared Parental Pay

The partner is eligible for statutory shared parental pay if they:

- have at least 26 weeks' continuous employment by the end of the week in which the adopter is notified of having been matched for adoption with the child (or by the end of the week in which they receive official notification in relation to an adoption from overseas) and remains in continuous employment with their employer until the week before any period of shared parental leave that they take;
- have normal weekly earnings for a period of eight weeks ending with the week in which the adopter is notified of having been matched for adoption with the child (or by the week in which they receive official notification in relation to an adoption from overseas) of at least the lower earnings limit for national insurance contribution purposes;
- have, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the adopter, for the care of the child; and
- are absent from work and intends to care for the child during each week in which they receive statutory shared parental pay.

In addition, for the partner to be eligible, the adopter must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the week in which the adopter is notified of having been matched for adoption with the child (or the week in which they receive official notification in relation to an adoption from overseas);
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks;
- have, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the partner, for the care of the child; and
- be entitled to statutory adoption pay in respect of the child, but the adoption pay period has been reduced.

Rights during Shared Parental Leave

During shared parental leave, all terms and conditions of your contract except normal pay will continue. Salary will be replaced by statutory shared parental pay if you are eligible for it.

This means that, while sums payable by way of salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue and pension contributions will continue to be paid. However, Artlink's pension contributions will cease during any periods of unpaid shared parental leave.

Contact during Shared Parental Leave

Artlink reserves the right to maintain reasonable contact with you during shared parental leave. This may be to discuss your plans for your return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or to update you on developments at work during your absence.

You can agree to work for Artlink (or to attend training) for up to 20 days during shared parental leave without that work bringing the period of your shared parental leave and pay to an end. These are known as "shared-parental-leave-in-touch" (SPLIT) days.

Artlink has no right to require you to carry out any work and you have no right to undertake any work during your shared parental leave. Any work undertaken, and the amount of salary paid for any work done on SPLIT days, is entirely a matter for agreement between you and Artlink.

If you are entitled to receive statutory shared parental pay for any week during which you attend work for SPLIT days, you will still receive this in the usual way.

Returning to work following Shared Parental Leave

You have the right to resume working in the same job when returning to work from shared parental leave if the period of leave, when added to any other period of shared parental leave, statutory adoption leave or statutory paternity leave taken by the you in relation to the same child, is 26 weeks or less.

If you are returning to work from shared parental leave and the period of leave taken is more than 26 weeks, when added to any other period of shared parental leave, statutory adoption or paternity leave taken in relation to the same child, or was the last of two or more consecutive periods of statutory leave that included a period of ordinary parental leave of more than four weeks, or a period of additional adoption leave or additional maternity leave, you have the right to return to the same job unless this is not reasonably practicable. In these circumstances, if it is not reasonably practicable for Artlink to permit a return to the same job, you have the right to return to another job that is suitable and appropriate for you.

6. Recruitment

6.1 Recruitment Policy

Artlink always aims to recruit the person who is most suited to the particular job. Recruitment will be solely based on the applicant's abilities and individual merit as measured against the criteria for the job. Qualifications, experience and skills will be assessed at the level that is relevant to the job.

Before embarking on the process of recruitment, we will ensure that there is an up-to-date job description and a clearly drafted employee specification using existing templates. The job description will describe the duties, responsibilities and level of seniority associated with the post, while the person specification will describe the type of qualifications, training, knowledge, experience, skills, aptitudes and competencies required for effective performance of the job.

Advertising

All posts should be publicly advertised through local and national digital platforms (e.g. Creative Scotland, Good Moves, S1Jobs, etc.). Prior to being advertised, the proposed advertisement must be submitted to the Director for approval. Adverts must contain Artlink's equal opportunities statement.

Equal Opportunities

Artlink is committed to applying its equal opportunities policy at all stages of recruitment and selection. Shortlisting, interviewing and selection will always be carried out without regard to gender, gender reassignment, sexual orientation, marital or civil partnership status, colour, race, nationality, ethnic or national origins, disability, religion or belief, age, pregnancy or maternity leave or trade union membership.

Reasonable adjustments to the recruitment process will be made to ensure that no applicant is disadvantaged because of their disability.

Shortlisting

A short-listing panel with a minimum of three people will be set up to review all applications. The selection criteria will be based on the information in the advertisement and the job description. Assessment of applications is based only on information provided by the applicant. All applicants who meet the selection criteria are invited to attend an interview. A letter of regret is sent to all applicants who do not meet the selection criteria.

Interviews

An interview panel with a minimum of three people is selected and always includes at least one member of the short-listing panel. Each member of the panel is supplied with the applications. A list of interview questions based on the job description is prepared in advance of the interviews.

The panel decides in advance who will cover each area. Each candidate is asked the same questions, including follow up questions. At the end of each interview the candidate is invited to ask questions or to give any additional information.

When the interviews are completed the interview panel prepares a report of the interview process. The report should be agreed by each member of the panel and is kept on file for at least one year, together with the short-listing report.

A record of every recruitment interview must be passed to Vanessa Morrison, Administrative Coordinator to be retained securely for a suitable period of time.

Selection process

The position is offered to the candidate, after references have been checked. A reference is always sought from the current or most recent employer. Both referees are contacted verbally by telephone and this is followed up with a written reference. Letters of regret are sent to all unsuccessful candidates within one week of the interviews.

Declaration

The candidate is required to sign a declaration stating that they do not have a criminal record, which could be deemed to pose a risk to vulnerable adults. All new employees must provide documentation confirming their identity. All employees will be subject to PVG checks.

Right to work

It is Artlink's practice to ask for documentary proof of your right to work in the UK. Any offer of employment will be conditional on these being satisfactory.

Where a candidate is unable to evidence a permanent right to work in the UK, they will be required to provide ongoing evidence of their right to live and work in the UK prior to the expiry of the right to work document provided at the outset of their employment or, where applicable, Artlink will be required to obtain a further Positive Verification Notice. Failure by an employee to provide satisfactory evidence of their right to work in the UK when requested to do so may result in employment being terminated.

Right to work checks must be carried out before a candidate commences employment.

Data protection

All those involved in the recruitment process are required to comply with the Artlink's requirements in relation to the security of the data and documents supplied by applicants, and the applicable retention periods. Once the recruitment process has been completed, all notes, emails (including sent items) and any other recruitment documentation that requires to be retained should be passed

to Vanessa Morrison, Administrative Coordinator. No other copies should be retained in paper or electronic form.

6.2 Policy on safe, secure use, handling and destruction of disclosure information

In accordance with Artlink's Data Protection Policy, for registered persons and other recipients of Disclosure Information, Artlink will ensure the following practice:

- Disclosures will only be requested when necessary and relevant to a particular post and the information provided on a disclosure certificate will only be used for recruitment purposes.
- Artlink will ensure that an individual's consent is given before seeking a disclosure and will seek their consent before using disclosure information for any purpose other than recruitment.
- Disclosure information will only be shared with those authorised to see it in the course of their duties.
- Where additional disclosure information is provided to Artlink and not to the disclosure applicant, Artlink will not disclose this information to the applicant, but will inform them of the fact that additional information has been provided, should this information affect the recruitment decision.
- Disclosure information will be stored in a locked non-portable container, for a maximum of 6 months. Only those authorised to see this information in the course of their duties will have access to this container.
- Disclosure information will be destroyed by shredding.
- No image or photocopy of the disclosure information will be made, however the following details will be retained:
 - Date of issue of disclosure.
 - Name of subject.
 - Disclosure type.
 - Position for which disclosure was requested.
 - Unique reference number of disclosure.
 - Recruitment decision taken.

Artlink will ensure that all staff with access to disclosure information are aware of this policy and have received relevant training and support.

Artlink undertakes to make a copy of this policy available to any applicant for a post with Artlink that requires a disclosure.

6.3 Providing and Requesting References

It is Artlink's policy that references relating to Artlink's current or former employees may be given only by the line manager. No other person is permitted to provide a written or verbal reference about any current or former employee.

Providing the Information Requested

The individual dealing with the reference request should ensure that the individual to whom the request for the reference relates has given their consent for a reference to be provided. If the person dealing with the request has any doubts about whether or not the individual has given their consent, they must contact the individual to check whether or not they want a reference to be provided.

It is Artlink's policy to respond to requests for information in a standard format.

The only factual information that may be provided is:

- the dates of the employee's employment with Artlink;

- the employee's job title;
- a short description of the employee's key job duties and level of responsibility;
- any jobs that the employee held within Artlink prior to the job held at the date of termination (or the current job), and for how long they performed these jobs;
- whether or not any disciplinary warnings have been issued to the employee during the last 12 months or, if the reference is for a former employee, in the 12 months prior to their leaving Artlink; and
- where the employee has left Artlink, the reason for termination of employment, for example resignation, redundancy, dismissal, or the expiry of a fixed-term contract.

The individual providing the reference must not provide personal opinions about the individual's performance or conduct. It is the responsibility of the author of the reference to ensure that the information provided is true, accurate, fair and not misleading.

A disclaimer should be included in the reference making it clear that, while the information provided is, to the best of Artlink's knowledge, completely accurate, Artlink cannot accept any liability for decisions based on it.

References might be provided informally via a telephone call or formally via email. If providing the reference via email it must be marked "private and confidential" and "for the addressee only".

Dealing with enquiries raised by the prospective employer

If the author of the reference receives an enquiry from the prospective employer for clarification of information given in the reference, the author must ensure that they do not go beyond the content of the reference in the information provided. Any such enquiry should, where possible, be dealt with in writing to avoid any subsequent confusion. If the enquiry is dealt with over the telephone, a written record of the information provided must be made at the time of the conversation.

Requesting References

It is Artlink's policy that prior to any offer of employment being made, references will be sought from two referees. One reference will be from the candidate's current or most recent employer. Initially, references will be sought verbally from the two referees and then followed up with a formal written reference request.

Line managers responsible for recruitment should:

- inform all job applicants at interview that two references will be sought prior to any job offer being made;
- request each job applicant's consent to their seeking both verbal and written references from agreed, named people.

6.4 Probation Period

It is Artlink's policy to operate probationary periods for all new employees, and in some cases at the Artlink's discretion in respect of employees who have been transferred or promoted into different posts.

This policy is intended to allow both you and your line manager to assess objectively whether or not you are suitable for the role. Artlink believes that the use of probationary periods increases the likelihood that new employees will perform effectively in their employment.

Line managers are responsible under this policy for ensuring that all new employees are properly monitored during their probationary period. If any problems arise, the line manager should address these promptly.

Length of Probation

Artlink's standard period of probation is 26 weeks.

Extending Probationary Periods

Artlink reserves the right to extend an employee's period of probation at its discretion. This will be limited to one extension and the total period of probation will be no longer than 12 months.

An extension may be implemented in circumstances where your performance during probation has not been entirely satisfactory but it is thought likely that an extension to the probationary period may lead to an improvement, or where you have been absent from the workplace for an extended period during probation.

Before extending a probationary period, the line manager must consult with the Director or Board of Directors [whichever is relevant]. If an extension to the probationary period is agreed, Artlink will confirm the terms of the extension in writing to you including:

- the length of the extension and the date on which the extended period of probation will end;
- the reason for the extension and, if the reason is unsatisfactory performance, details of how and why performance has fallen short of the required standards;
- the performance standards or objectives that you are required to achieve by the end of the extended period of probation;
- any support, for example further training, that will be provided during the extended period of probation; and
- a statement that, if you do not meet fully the required standards by the end of the extended period of probation, your employment will be terminated.

Terms of Employment During the Probationary Period

During the probationary period, you will be subject to all the terms and conditions of your contract of employment with the exception of those terms noted below.

Except in the case of existing employees who have been transferred or promoted into different roles, the amount of notice that you must give to Artlink if you wish to resign, and the amount of notice that Artlink must give to you of dismissal are different during probation. During the first month of employment, either party may terminate the contract of employment without notice. During the remaining period of probation, either party may terminate the employee's contract of employment by giving one week's notice. In the event that Artlink decides to terminate your employment, your employment will come to an end immediately and you will receive pay in lieu of the one week's notice (excluding the first month of probation) together with any outstanding holiday pay.

In the case of existing employees who have been transferred or promoted into different roles, the amount of notice that you must give to Artlink if you wish to resign, and the amount of notice Artlink must give to you of dismissal will be as defined in your contract of employment.

Line Managers' Responsibilities

Under this policy, the line manager has responsibility for monitoring your performance and progress during the probationary period. The line manager must ensure that you are properly informed at the start of your employment about what is expected of you during probation, for example the required job outputs or standards of performance.

Reviews During Probation

The line manager should review and assess your performance, capability and suitability for the role on at least a monthly basis during your probation, and again at the end of the probationary period. A clear record should be made of each review meeting. A copy of the record should be passed to you and the original filed in your personnel file.

During your probation, the line manager should provide regular feedback to you about your performance and progress, and, should there be any problem areas, raise these with you as soon as possible with a view to resolving them. The line manager is also responsible for providing guidance and support and for identifying and arranging any necessary training or coaching.

Irregularities Discovered During the Probationary Period

If, during your probation, it is suspected or established that you do not have the qualifications, experience or knowledge that you claimed to have at the time of recruitment, the matter will be discussed with you to establish the facts. If the evidence suggests that you misrepresented your abilities in any way, Artlink will terminate the employment. If you are an existing employee who has been transferred or promoted into a different role, Artlink's normal capability/dismissal procedure must be followed in full.

End of Probation

At the end of the probationary period, the line manager should conduct a final review of your performance and suitability for the job. This will involve a meeting with you to discuss your performance and progress throughout the period of probation. The review must be conducted on or shortly before the date on which your probationary period comes to an end. If your performance is satisfactory, the line manager should issue a letter of confirmation of appointment.

If your performance has not met the standards required by Artlink, the line manager should discuss the matter with the Director/Board of Directors before any decision is made to terminate your employment.

Termination of Employment

If your performance while on probation has been unsatisfactory (despite support from the line manager, and it is thought unlikely that further training or support would lead to a satisfactory level of improvement), the employment will be terminated at the end of the period of probation.

It is Artlink's policy to allow you to complete the designated period of probation rather than terminating employment before the probation has come to an end. This is to give you a full opportunity to come up to the required standards. If, however, there is clear evidence prior to the end of the period of probation that suggests you are wholly unsuitable for the role, the line manager should consult the Director/Board of Directors with a view to terminating your employment contract early.

Where a decision is taken to terminate employment, you must be interviewed and informed of the reason for the termination. Artlink will write to you confirming the termination and the reason for it. You will be given an opportunity to appeal the decision.

If your employment is terminated after the expiry of the probationary period, or if you are an existing employee who has been transferred or promoted into a different role, Artlink's normal capability/dismissal procedure will be followed in full.

6.5 Volunteer Policy

Artlink works with volunteers in a range of different situations (e.g., Arts Access, arts workshops, gardening) and volunteers are a vital and valued part of Artlink and complement the work of paid staff. We aim to provide volunteers with an enjoyable, well organised and supported experience.

Artlink welcomes enquiries from all potential volunteers. Artlink tries to offer a range of volunteering opportunities and, in accordance with its equal opportunities and diversity policies, to ensure that the opportunity to volunteer is widely available.

Status of Volunteers

If you volunteer with us, you are not an employee and will not have a contract of employment, but we will outline your role and responsibilities as a volunteer and give an indication of the level of commitment expected from you and the support we will provide. However, you are free not to undertake work which we request of you, and we are not obliged to allocate work to you. If either you or Artlink are no longer able to meet the expectations contained in the agreement, notice of this should be given as soon as possible.

Recruitment and Selection

If you wish to become a volunteer with us, you will be asked to complete an application form. You will be asked to identify areas in which you would like to volunteer. If Artlink is able to match you to a suitable role, references will be required and, depending on the nature of the role, (the prospective volunteer) you may be subject to PVG checks.

Support

All volunteers will have a named person as their main point of contact and will be provided with regular support and feedback.

Training

As your role as a volunteer develops, you and your named person may identify additional training opportunities.

Role in Artlink

As a volunteer, you will be given clear direction as to the nature of the tasks you will be asked to perform, and the level of responsibility involved. We will expect volunteers to be conscientious in carry out these tasks and alert us at the earliest opportunity if further support is required.

Further detailed information can be found in the Artlink Arts Access Volunteer Handbook and Artist or Gardening Volunteer Guidelines.

6.6 Policy on the Recruitment of Ex-offenders

The aim of this policy is to state Artlink's approach towards employing people who have criminal convictions. The policy aims to ensure consistent and fair practices are implemented for the recruitment of employees or volunteers who have a criminal record and who work (paid or unpaid) in an exempted position within Artlink.

Artlink undertakes to treat all applicants for positions within Artlink fairly and not to discriminate unfairly against the subject of disclosure on the basis of conviction information revealed. Artlink will only request PVG disclosure where it is necessary and relevant to the position sought. Where a position requires disclosure, Artlink will make this clear on the application form, job advert and any other information provided about the post. Having a criminal record will not necessarily debar an individual from working/volunteering in positions within Artlink. Only applicants who are applying to

carry out a regulated work position who are barred from that type of regulated work will not be granted the position applied for.

Artlink implements a fair recruitment policy that ensures individuals can disclose any convictions or conviction information in a way that allows for a clear risk assessment to be carried out. During the interview process, Artlink will ensure that open and measured discussions take place on the subject of offences. Failure to reveal information at interview that is directly relevant to the position sought could lead to withdrawal of an offer of employment. These discussions will help Artlink to determine whether or not the conviction or conviction information is relevant to the position applied for, by taking account of;

- whether the conviction is relevant to the position being offered;
- the seriousness of the offence revealed;
- the length of time since the offence took place;
- whether the applicant has a pattern of offending behaviour;
- whether the applicant's circumstances have changed since the offence took place.

Artlink will not appoint any individual who is barred from the type of regulated work to which the position applies. Should Artlink decide that the information disclosed is relevant to the post applied for, the applicant will be deemed to be unsuccessful and this information will be fed back to the applicant by letter.

Artlink will ensure that all staff involved in the recruitment process are aware of this policy and have received relevant training and support.

Artlink undertakes to make a copy of this policy available to any applicant for a post with the Artlink that requires a disclosure.

7. Working Hours

7.1 Working Hours

This policy sets out Artlink's position regarding working hours. Artlink strives to provide a safe working environment and ensure the safety and wellbeing of all its employees. Artlink seeks to ensure that you do not exceed reasonable working hours to provide for a satisfactory balance between work and personal life. Artlink is also committed to ensuring that your health is not compromised by the workplace.

Management has a responsibility to ensure that working hours are kept within reasonable limits and will monitor working hours for this purpose. You also have a duty to ensure that you are not working excessive hours and inform your line manager directly if you consider that you may be doing so.

This policy is issued by way of guidance on Artlink's policy and practice. It does not form part of your contract of employment or otherwise have any contractual effect. This policy may be varied, withdrawn or replaced at any time by Artlink at its absolute discretion.

Normal working hours

Full-time employees are contractually obliged to work 35 hours per week over 5 days between Monday and Friday. You are entitled to a half hour unpaid lunch break on all working days of 6 hours or more.

These normal working hours will be your normal working pattern unless otherwise agreed between you and Artlink. Artlink reserves the right to vary reasonably your hours of work and the days on which you work according to business and operational requirements on a temporary or permanent basis.

There may be times that you will be required to work additional hours beyond your normal hours of work as reasonably necessary for the proper performance of your duties and to meet the needs of the business. This may include weekend and/or evening work.

Flexibility of working hours

Artlink may, on specific occasions, permit employees to work hours outside their contractual hours, subject to business needs and operational requirements. It is important however that the needs of the business are fully met and in no way compromised.

Artlink expects that you will use these flexible arrangements to attend to any personal appointments for example, dental and medical appointments.

In addition to informal arrangements, you have statutory rights to flexible working, the details of which can be found in the [Flexible Working Policy \(p. 66\)](#).

Working from Home

Your normal place of work is as detailed in your contract of employment. However, you may be permitted to work from home in specific circumstances. You are granted this option on the following basis:

- Working from home days should be agreed in advance with your line manager.
- Artlink will not be liable for any costs incurred in working from home. This includes the supply of office equipment, such as desks and chairs, or for expenses incurred in using internet/broadband connections.
- Staff should be fully contactable by email and telephone at all times during the working day.
- Staff should come into the office when required for meetings/events.
- Employees who are off sick should report in the normal way.
- All office policies continue to apply whilst working from home.

Rest breaks

Under the Working Time Regulations 1998, you have the right to an uninterrupted rest break of not less than 20 minutes for every six hours that you have worked. If operational requirements mean that you are unable to take these breaks at that time, you will be entitled to compensatory rest break of not less than 20 consecutive minutes to be agreed with your line manager.

Miscellaneous

Artlink expects that employees will work their full contractual hours each week and it will pay them monthly in arrears on this basis.

7.2 Time off in Lieu Policy (TOIL)

Artlink recognises that it is not always possible for employees to work only their contractual hours. However, Artlink also has a duty to protect the health and safety of its employees by ensuring that they do not work too many hours and that they are recompensed if it is necessary for them to work extra hours. This policy is in place to define the time off in lieu system and to set down guidelines for its implementation.

'Time off in lieu' is time off that is taken instead of overtime pay by employees working beyond their contractual hours. All employees are entitled to participate in the time off in lieu arrangements.

Where possible, Artlink encourages its employees to take time off in lieu for overtime worked.

Accrual of Time Off in Lieu

If you need to work more than your contractual hours you should inform your line manager and get their approval prior to undertaking the additional hours. The extra hours worked must be recorded on your timesheet.

You are expected to manage additional hours worked in cooperation with your line manager. It is generally expected that no more than 8 hours of time off in lieu may be accumulated in any one month.

Time off in lieu accrued is equal to time actually worked. For example, if you work for two hours, two hours of time off in lieu is accrued, regardless of whether the work is done on a weekday, weekend or bank holiday.

Redemption of Time Off in Lieu

Requests to redeem time off in lieu will be granted at the discretion of your line manager, taking into consideration operational requirements such as the needs of the business and workload of other employees. Line managers are expected to allow staff as much flexibility as they can under this policy. However, it will not always be possible to allow staff to take the time off when they have requested it. At least 7 hours/day off in lieu must be accrued before it can be redeemed.

You should take time off in lieu within one month of accrual. You cannot carry forward time off in lieu beyond this period without the prior agreement of your line manager. Any entitlement that has not been taken within one month of accrual or within a period agreed previously with your line manager might be lost.

Line managers are responsible for monitoring the levels of time off in lieu that employees are accruing and ensuring that accumulations are in accordance with this policy.

Employees who are leaving Artlink and have accrued time off in lieu will be paid overtime pay to cover this.

8. Flexible Working

Artlink believes that flexible working can increase staff motivation, promote work-life balance, reduce employee stress and improve performance and productivity. All employees who have a minimum of 26 weeks' continuous service have the right to request flexible working and to have their request considered seriously by Artlink.

Requests for flexible working

A request for flexible working could include a request for a change to the number of hours that you work, a request for a change to the pattern of hours worked, a request to job share or a request to perform some or all of the work from your home.

All requests must be made in writing. Any request made under this policy must include:

- the date of the application;
- the changes that you are seeking to your terms and conditions;
- the date on which you would like the terms and conditions to come into effect;
- what effect you think the requested change would have on Artlink;
- how, in your opinion, any such effect might be dealt with;
- a statement that this is a statutory request;
- whether or not you have made a previous application for flexible working; and
- if you have made a previous request, when you made that application.

Where the request is being made by a disabled person as part of a request for a reasonable adjustment to your working arrangements, you should state this in the written application.

Artlink will not reject out of hand a request that does not contain the required information. Artlink will explain to you what additional or amended information you need to provide and ask you to resubmit the request.

After an application has been made, you will not be able to make another request for 12 months from the date of your original request.

Meeting to discuss a flexible working request

Once Artlink receives the request, it will be dealt with as soon as possible, but no later than the deadline set out below. Artlink will usually arrange a meeting to deal with the request.

Where a request can without further discussion be approved in the terms stated in your written application, a meeting will not be necessary.

You will be given the right to be accompanied by a work colleague at any flexible working meeting. The meeting will take place in a private meeting room so that the discussion is kept away from other employees. The aim of the meeting will be to find out more about the proposed working arrangements and how they could be of benefit to both you and Artlink.

Outcome of a flexible working request

After the meeting, Artlink will consider the proposed flexible working arrangements carefully, weighing up the potential benefits to you and to Artlink against any adverse impact of implementing the changes. Each request will be considered on a case-by-case basis: agreeing to one request will not set a precedent or create the right for another employee to be granted a similar change to their working pattern.

You will be informed in writing of the decision as soon as is reasonably practicable after the meeting, but no later than the deadline set out below. The request may be granted in full or in part: for example, Artlink may propose a modified version of the request, the request may be granted on a temporary basis, or you may be asked to try the flexible working arrangement for a trial period. You will be given the right to appeal the decision if your request is not upheld or is upheld in part.

Reasons for turning down a flexible working request

Artlink will give reasons for the rejection of any request. Those reasons must be for one or more prescribed business reasons, which are:

- the burden of additional costs;
- an inability to reorganise work among existing staff;
- an inability to recruit additional staff;
- a detrimental impact on quality;
- a detrimental impact on performance;
- a detrimental effect on ability to meet the needs of our service users.
- there is insufficient work for the periods the you propose to work; and
- a planned structural change to the business.

Artlink will not reject a request for any other reason.

Flexible working requests that are granted

If the request is upheld, you and your line manager will discuss how and when the changes will take effect. Any changes to terms and conditions will be put in writing and sent to you as an amendment

to your contract of employment as soon as is reasonably practicable. This may have the effect of reducing salary and benefits.

You will not have the automatic right to revert to your original working pattern and will have to submit a further flexible working application if you wish to do so.

Timescales

All requests will be dealt with within a period of three months from first receipt to notification of the decision on appeal. Artlink will hold the meeting within 28 days of receiving the request and notify the decision to you within 14 days of the meeting, so that there is enough time for any appeal to be concluded. If you are dissatisfied with the outcome of your request you may lodge an appeal within 14 days of the notification, with the appeal to be heard within 14 days. You will be informed of the outcome of your appeal within 14 days of the appeal meeting. These time limits may be extended where both you and your line manager are in agreement.

Problems with a flexible working request

If you are dissatisfied or unclear at any stage throughout the process, you should contact your line manager. If you are dissatisfied with the way in which your request has been handled, you should raise a grievance under Artlink's grievance procedure.

Artlink will have regard to Artlink's equal opportunities policy when considering the request.

If you fail to attend a meeting, including an appeal meeting, and then fail to attend a rearranged meeting without good reason, your application will be deemed to have been withdrawn.

9. Training and Development

9.1 Support and Supervision

We are committed to providing supervision and support to everyone who works for or with Artlink, in order that everyone can carry out their roles effectively and safely.

Supervision is provided for everyone who works for us, either as a paid member of staff, whether they are a permanent or temporary, full or part time and for our volunteers.

We provide support for people who work with us on a sessional or contractual basis.

Staff Supervision Procedure

In addition to informal supervision, which may occur on a day-to-day basis, you will receive regular formal supervision from their line managers.

Frequency

The frequency of supervision sessions will be agreed in advance by the line manager in negotiation with you and will be determined by a number of factors which will include:

- hours worked
- complexity of work
- if we have agreed that any additional support is required

As a general indication, full time staff will normally expect to have supervision once a month.

Content of Supervision

Supervision sessions are a chance for you and your line manager to discuss and reflect on the nature and progress of your work, set goals, identify any difficulties you may be experiencing, as well as identifying training needs. As such, you can expect them to be held in a private space and to be free of interruptions.

Supervision sessions will normally begin by reviewing the record of the last session. This will allow you both to assess progress towards any goals which have been identified.

Both you and your line manager can raise items for discussion in supervision sessions. Where possible, advance notice of any new items should be given.

Your line manager will take notes of the session, including any agreed actions. You will be given a copy of these notes and will have the opportunity to suggest amendments. If you suggest an amendment to which your line manager does not agree, this should be recorded in the notes. You and your line manager should both agree the notes as a record of the session. Supervision notes are held on a password protected cloud based shared folder.

9.2 Monitoring and Evaluation

There are several purposes of monitoring and evaluation and these include:-

- making sure that our work is both effective and safe,
- identifying areas which require attention,
- demonstrating the effectiveness of our work to our funders and other stakeholders.

Artlink carries out monitoring and evaluation on a continuous basis and everyone who works for or with us has a role to play in this. We also seek out the views of third parties and, above all, our service users.

In short, monitoring is the collection of quantitative data about our work and evaluation is about the quality of that work.

Monitoring

We record many different pieces of information as part of monitoring our work.

Monitoring will include:-

- recording time spent. This may include completing time sheets, or recording time you have spent on a particular task,
- recording resources used, other than your time. This might include, for example, your travel expenses as a volunteer,
- recording interactions with people. This may include how many people took part in an internal training day, or how many service users took part in an art session,
- recording output. This might include the number of copies of a publication distributed.

Evaluation

In order to evaluate a piece of work, we first have to establish what we are trying to achieve and what success in achieving it will look like. If we do not know what success looks like, we can't judge how well we have done.

The format of activity and programme evaluation will be undertaken on a continuous basis and generally includes:

- Setting clear and achievable individual/collective goals for an activity,
- Establishing the appropriate means by which to gather feedback (e.g., photographic or filmed documentation, post activity questionnaires, informal/formal interviews, etc.),
- Review and reporting on individual and collective outcomes.
- Setting appropriate timescales for gathering feedback, review and reporting.
- Collating evaluation outcomes in appropriate formats for wider circulation (e.g., funding reports, news articles/pod casts, presentations, publications, etc.)

9.3 Training

Artlink is committed to providing everyone who works (paid or unpaid) for or with us the training the need to carry out their roles safely and effectively.

We are committed to supporting you, as resources allow, with artistic, personal and professional development and learning opportunities as are relevant. Depending on your role at Artlink this support may include:

- full or part funding of learning and/or training opportunities,
- time off work to complete these learning and/or training opportunities.

This will be subject to negotiation with the relevant line manager.

Training may be for one or more individuals, depending on the nature of training on offer.

We consider the term training to encompass not only practical learning and training designed to help you gain, enhance, or develop your skills or area of expertise. We also view training as an opportunity to examine and reflect on attitudes with a strong focus on Equality, Diversity and Inclusion (EDI) and how they impact your role within Artlink.

Where possible, training will be delivered in-house. However, we may also engage third party agencies to provide training, or work in partnership with such agencies. You will be notified when this is the case.

Process

Everyone who comes to work for or with Artlink will receive an induction.

During this induction, you will:

- be introduced to the relevant managers and colleagues.
- learn about this handbook and any other relevant policies and procedures and how they apply to you.
- learn about your duties and how we expect them to be carried out.
- be given the opportunity to ask for clarification on the above or any other relevant matters.

Identifying Training Needs

You may identify your own training needs and are encouraged to do so. You can refer these needs to your line manager, named person, or the Chair of the Board as relevant.

You may also have other training needs which are identified by your manager, named person or the Chair of the Board as relevant, through the regular support and supervision process.

Outcomes

Whether a training need has been identified by you, or by Artlink, we will discuss the identified need with you, assess how best it can be met and establish expected outcomes and how these are to be evaluated.

10. Health & Safety

10.1 Health & Safety Policy

Health & Safety is the responsibility of everyone. It must be part of everything we do, not an add-on.

Artlink will do its absolute best to understand and put into practice its duties when identifying and dealing with potential risks under the law.

Who is Covered by the Policy?

Employees

Employees include: employees, volunteers, sessional workers, self-employed people carrying out work for Artlink and students on placement.

Other People

Other people covered by this policy include; people taking part in the activities we provide, people working for other organisations we are collaborating with, or have contracted to do work for us, visitors, and other members of the public.

Nature of Our Work

What we do and why we do it

We work with people who live with various disabilities. The people who use our services include people under the age of 18 and over the age of 65. We also work with the families of some of the people who use our services.

All of these people face barriers accessing the Arts and we are here to remove as many of those barriers as we can.

We strongly believe that taking part in the arts makes the lives of the people we work with much better. Taking part in the Arts gives people more control over their lives and more chances to express themselves and sometimes it just gives them pleasure.

These are some of the ways we help people to access the arts:

- We arrange outings and visits to arts venues and events and provide volunteers to help people to get there and back and to take part.
- We run a range of arts programmes in places where people receive health or social care, such as hospitals and day centres.
- We provide and Support Art in the community – such as places where art is produced, galleries, theatres, studios, a range of community venues and where people live.

What this means for how we approach health and safety

We create Art in a way which gives people choice and encourages everyone involved to be as imaginative as possible.

To help us do this we:

- do our best to identify and deal with potential risks well in advance;
- work hard to deal with potential risks without getting in the way of people's creativity.

Where we Work

We work in a wide range of places. In some of these, we have the primary responsibility for Health and Safety. These are:

- Artlink's Office, 13a Spittal Street, Edinburgh.
- The Glasshouses, Royal Edinburgh Hospital, Morningside Drive, Edinburgh.
- McSense Studio, Mayfield, Midlothian.
- Ocean Terminal Shopping Centre, Unit 60b, Edinburgh

In other places where we work another organisation or individual will have the primary responsibility for Health and Safety. These include hospital wards, day centres and community centres.

In some of these places, we will have sole responsibility for health and safety while in others we will be working alongside other organisations, who will have their own health and safety responsibilities.

Health & Safety Management

Our duties and responsibilities

We will make sure, as far as it is reasonably practicable, that we maintain safe and healthy working conditions.

To make sure that our employees and other people can take part safely in our activities, we will:

- create and maintain a culture of Health & Safety;
- make sure that regular risk assessments are carried out;
- make sure all employees are competent to do their tasks;
- make sure all employees take part in training to do their jobs safely and well, including induction;
- make sure that employees have the information they need about Health and Safety and how to use supervision to address any Health and Safety issues;
- do our best to prevent any accidents or ill health to our employees or other people, caused by the environment we work in, the equipment and materials we work with and the activities we carry out;
- consult with employees and other people on matters affecting Health & Safety.

Who is responsible?

The Board of Directors

The Board has ultimate responsibility for the health, safety and welfare of all our employees, the people who use our services and any other relevant people, while they are on our premises, or taking part in activities we run.

The Board will make sure that:

- they take account of Health and Safety in all their decisions;
- proper management systems are in place;
- managers support and encourage a culture of Health and Safety;
- proper consideration of Health and safety is built into everything we do.

Managers

The Director is responsible for making sure that this policy is put into effect and that the associated guidelines are followed. The Director can delegate responsibility for particular areas to other managers, lead artists, or employees where it makes sense to do so.

The Director will make sure that when responsibilities are delegated, this will be properly recorded and that the relevant people know about it.

Employees

All employees must:

- take reasonable care of their own health and safety and the Health and Safety of others;
- report any concerns about Health and Safety to an appropriate person;
- cooperate with their managers to help us to provide and maintain safe working conditions, this may include taking part in training;
- not interfere with or misuse anything we have provided to protect their health, safety or welfare.

Risk assessment and monitoring

Risk Assessment

The law says we must appoint a competent person to carry out risk assessments on our premises, equipment and our activities.

This competent person will:

- identify hazards;
- decide who might be harmed by the hazard and how they might be harmed;
- assess the level of risk and decide what to do about it;
- record what they have found and steps to be taken;
- review their assessments regularly.

Recording and Reporting

Any significant health & safety incidents and near misses must be reported and recorded in the accident book.

The following should be recorded:

- Who had the accident?
- Who is reporting it?
- When and where did the accident take place?
- What happened?
- Is this an Reporting of Injuries, Diseases & Dangerous Occurrences Regulations (RIDDOR) reportable incident?

Employees who have been delegated Health and Safety responsibilities will report significant Health and Safety issues and RIDDOR reportable events immediately to the Director who will, in turn, immediately inform the Board.

Health and Safety is a standing item on the agenda for every Board meeting. The Director will provide a written report to the first Board meeting of each financial year, on all Health and Safety issues in the previous year, along with actions taken and trends identified.

Induction and training

All new employees will be given information on health and safety as part of their induction.

All employees will have access to training on:

- this health and safety policy and the associated guidelines,
- first aid,
- manual handling,
- fire safety,
- risk assessment,
- appropriate use of equipment.

Review

This Policy will be reviewed every three years. Employees will be consulted about and advised of any changes to this Policy as soon as possible, unless the change is required by law.

10.2 Health & Safety Guidelines

These guidelines should be used in conjunction with Artlink's Health & Safety Policy. Artlink works in many different locations and varied circumstances and the policy gives you guidance what are our expectations are with regard to health and safety.

- As a volunteer on the Arts Access programme you will be given a handbook which will clearly outline our expectations regarding health and safety.
- As freelance or sessional artists we will make sure that you understand expectations of our health and safety considerations and those of collaborating organisations (e.g. arts production facilities, hospitals, community centres, etc.).
- As an employee you will have clear guidance of our health and safety considerations at your place of work and your role in making sure that any work you do off site is considered safe.

Risks and how to identify them

It is important that all involved with Artlink's programmes take an active part in spotting any hazards or potential hazards. If a hazard is seen, it should be removed or dealt with as soon as possible, or if not, reported to the relevant programme coordinator or Director.

The following applies to all situations that you may work in:

Examples of Risks and Hazards

- Different Attitudes to Risk – We recognise that that the experience of and approach to health and safety by participants and collaborating agencies may well be distinctly different to our own. We will always focus on a solution which manages risk positively and effectively and ensures that activity can happen.
- Things Out of Reach – Chairs or other furniture must not be used to stand on for the purpose of replacing light bulbs, reaching for things off top of cabinets, etc. A properly maintained, undamaged step ladder must be used.
- Damaged Equipment – Regular checks must be carried out on furniture and equipment for damage which leaves sharp edges protruding or other hazards. Any damaged furniture must be reported for repair or condemnation straight away and must be removed from use.
- Damage to Fabric of Building, Windows, etc. – All such damage must be reported immediately.

- Misplaced Furniture, Equipment or Supplies – Any furniture, equipment or supplies left in an inappropriate place, for example obstructing a gangway, must be removed immediately and placed in an appropriate, safe place.

Good housekeeping

- Aisles & Gangways – Aisles & gangways must be kept clear from obstructions and materials must be stored in safe areas. Under no circumstances must goods or materials be stacked immediately in front of or obstructing fire doors, fire exits, fire alarms or fire equipment.
- Smoking – Smoking is not allowed at any premises that Artlink operates from.
- Overcrowding – Artlink will avoid unhealthy and overcrowded working conditions, and will consult employees on any changes in the layout of the working environment.
- Ventilation – Artlink will endeavour to provide a well-ventilated work situation in which volunteers, freelance artists, sessional artists or members of staff have control over their local level of ventilation.
- Temperature – In workplaces a minimum temperature of 16C must be maintained. Efforts will be made so far as is reasonably practical to ensure the workplace temperature does not rise to an uncomfortable level. A thermometer will be provided in such a position as to be easily seen.
- Lighting – Adequate lighting must be provided. If lights are found to be out of order, the fault must be corrected as soon as reasonably possible.
- Noise – Artlink will endeavour to ensure that noise in its workplaces and other sites is kept to as low a level as is practicable.
- Atmospheric Pollutants – Equipment such as photocopiers and printers can emit pollutants into the atmosphere. Artlink will take reasonable precautions to make sure that these levels are kept as low as possible. Equipment that emits atmospheric pollutants; spaces where these pollutants are present will be kept well ventilated.

Volunteers, freelance artists, sessional workers or member of staff will not be expected to work in enclosed spaces with equipment that emits atmospheric pollutants. Spaces where these pollutants are present will be kept well ventilated.

Equipment Storage and Usage

- Equipment must not be left lying around but must be suitably stored.
- No wires must be left trailing across floors.
- Non-flammable rubbish bins must be positioned at various points.
- Except in emergencies, no paraffin, bar electric or calor gas fires will be used.
- Electrical Equipment – All building maintenance such as electrical work, carpentry, painting, etc. should be carried out by skilled people. Volunteers, freelance artists, sessional artists or members of staff should not endanger themselves and others by carrying out such work.
- Broken, ineffective or damaged electrical equipment must be reported. Volunteers, freelance artists, sessional artists or members of staff should use electrical equipment in accordance with instructions.

Working at height

Injuries are often caused by falls from:

- ladders,
- scaffolding,

- roofs and roof-edges -particularly fragile roofs,
- gangways and catwalks,
- vehicles.

The poor selection, use and maintenance of equipment causes falls, e.g. using a ladder because it's easier than erecting a tower scaffold.

The Working at Height Regulations place duties on employers, to ensure:

- all work at height is properly planned;
- those working at height are competent or supervised;
- the risks of working on or near fragile surfaces are properly controlled;
- equipment for working at height is properly inspected and maintained;
- work at height should be avoided where possible and equipment should be used to prevent or minimise the consequences of falls.

First Aid and Accident Reporting

First Aid

In all locations that Artlink operates from First Aid provision will be available at all times in an appropriate and accessible First Aid Box. In any of these locations at least one person will have received appropriate first aid training. All employees will be told as part of their induction of the location of first aid equipment and the person to contact who has had first aid training. Records of all first aid cases treated will be kept in the Accident Book, which is kept by the Administrative Coordinator.

Accidents and Emergencies

All employees must report all significant incidents which resulted or nearly resulted in personal injury to themselves or others, to the Director and make sure the accident is recorded. It is the responsibility of the Director to ensure that any necessary follow-up action is taken to reduce the risk of the accident or near accident recurring. The Director is responsible for reporting incidents which come within the Reporting of Injuries, Diseases & Dangerous Occurrences Regulations (RIDDOR), to the Local Authority Environmental Health Department.

RIDDOR covers the following incidents:

- fatal accidents,
- major injury accidents/conditions,
- dangerous occurrences,
- accidents causing more than 3 days incapacity from work,
- certain work-related diseases.

Hazardous Substances

Under the 1992 COSHH (Control of Substances Hazardous to Health) Regulations employers have a duty to make an assessment of the risks related to hazardous substances e.g. chemicals, noxious fumes etc. In accordance with the Approved Code of Practice this assessment will be carried out and written down by a nominated competent person.

The person responsible for carrying out this assessment will be Administrative Coordinator or programme manager following this assessment, in accordance with the Approved Code of Practice (ACOP) Artlink will:

- In the first instance take action to remove any hazardous substances.

- If this is not possible, action will be taken to find a substitute for the hazardous substance.
- If this is not possible, such substances will be enclosed within a safe environment.
- If none of the above are possible, protective equipment will be issued to ensure the safety of staff.

If for any reason a employee has been exposed to a possibly hazardous substance, levels of exposure will be monitored. At all times levels of ill-health related to exposure to hazardous substances at work will be monitored.

All employees will avoid using hazardous substances at all times if at all possible. Where substitute materials are available they should be used (e.g. water based markers, correction fluid, etc). If there is no way of avoiding such use, staff must use the substance in an enclosed, ventilated environment away from other employees, and use proper protective equipment which will be made available.

Lifting and Handling

Employees should avoid manual lifting where at all possible. However employees may occasionally be required to manually lift and handle loads. Correct manual lifting and handling reduces the effort required and prevents strain and risk of injury.

Employees should not put themselves at risk by attempting to lift heavy loads which could be taken apart or divided into smaller quantities. The assistance of other employees should always be sought for moving large quantities or for lifting heavy and awkward loads. When lifting is done by a team, instructions should be given by one person only.

Any employees feeling a strain should stop immediately, aids to reduce the risk of injury (e.g. trolleys) must always be used if available.

Fire Safety

It is not only the responsibility of the Fire Officer (Director), but of all employees at Artlink's locations to be aware of fire hazards, to know the location of fire exists and the assembly point.

Everyone must know the fire drill instructions and these will be part of the induction process for all new staff and volunteers. Access to escape doors, extinguishers and other firefighting equipment must not be obstructed and the Fire Officer within the specific location will be instructed on their use.

Fire Drills

Artlink's Fire Officer is responsible for carrying out fire drills at and will arrange these to take place at regular intervals, reviewing the success or otherwise of the evacuation and making recommendations for improved practices. They are responsible for ensuring that staff and volunteers are aware of the evacuation procedures and has the power to remove obstructions from fire exists. The fire alarms will be tested at regular intervals by the Fire Officer and staff will be notified of any testing taking place during office hours. Visitors and all staff, including volunteers, must be made fully familiar with the escape routes and assembly point.

In other locations it is your responsibility to familiarise yourself with specific fire regulations and fire safety practices.

Fire Drill Procedure

If the Fire Alarm sounds in any location that you are present in the course of your work for Artlink:

- Evacuate the building immediately by the nearest exit

- Ensure any visitors leave the building
- Do not put yourself at risk
- Assemble in front of the building

Do not re-enter the building for any reason until the Fire Officer or fire brigade confirm that it is safe to do so. If you discover a fire, raise the alarm and evacuate the building immediately as above.

Occupational Health

Welfare arrangements

- Toilet and Washing Facilities - Artlink will ensure that suitable and sufficient toilets and washing facilities are provided for all employees and participants in accordance with the minimum requirements of Health & Safety legislation. The toilet will be in a separate, lockable room. Washing facilities will include a supply of clean hot and cold water, soap and suitable means of drying.
- Drinking Water - An adequate supply of drinking water will be provided for all employees and participants.
- Rest Areas - So far as is reasonably practicable, Artlink will provide its employees or participants with a seating arrangement where, during rest periods, they may have a break away from their work area.
- Pregnant Women - Suitable rest facilities will be provided for pregnant employees and participants.
- Hours of Work - Employees should not work excessively long hours, and should take adequate breaks for meals and rest as indicated within their service agreement, statement of terms and conditions of employment or volunteer handbook.

10.3 Mental Health and Wellbeing

We recognise that supporting mental health and wellbeing is an important for both staff and the organisation. Wellbeing is a key factor in your health and safety, social wellbeing and productivity. We recognise that many different aspects of mental ill-health and stress are associated with a broader range of illnesses and disabilities within our society, and by promoting good mental health positive benefits are realised by individuals, their families and broader society.

Purpose

This policy sets out the framework for Artlink to provide a positive environment that promotes and supports a positive state of mental health and wellbeing for all. It also aims to make sure that those who are experiencing mental health issues are supported through a number of measures with respect, confidentiality and without discrimination. This applies to the entire organisation and where applicable, due consideration should be given to our policy and its goals when dealing with people outside of Artlink.

We will support good mental health and wellbeing through:

- Offering flexible working arrangements where practicable.
- Creating a culture where bullying, harassment, discrimination and racism is not accepted.
- Raising awareness of everyday contributory factors, such as stress and excessive workload.
- Making sure you are able to talk openly about mental health problems and disclose difficulties.
- Providing support to you when experiencing mental health problems, inside and outside the workplace.

We will undertake to:

- Promote good mental health and wellbeing of all through effective communication of our policies and best practice.
- Increase the awareness of issues associated with mental health and wellbeing and develop the skills and knowledge of managers and staff to support these issues.
- Make sure that if you are experiencing a wellbeing or mental health crisis that you are treated fairly, with respect, confidentiality and without discrimination.
- Provide support to you when experiencing a mental health problem while in employment and on return from any absence.
- Regularly evaluate the effectiveness of our approach and adapt our practices and policies as required.

We will review this policy annually or more frequently as required, for example to address issues highlighted through employee feedback or to react to legislative changes.

If at any point you are concerned about your mental health and wellbeing you can confidentially discuss this with your manager. It may also be helpful to talk to your doctor who can support access to other types of support.

In an emergency contact:

- Samaritans: 116 123
- NHS 24: 111

Other resources:

- Breathing Space: <https://breathingspace.scot/>
- Wellbeing Lothian: <https://www.wellbeinglothian.scot/>
- Thrive Edinburgh: <https://ithriveedinburgh.org.uk/find-a-service/#>
- Scottish Association for Mental Health: <https://www.samh.org.uk/find-help>
- ACAS Employment Help and advice - www.acas.org.uk/mentalhealth

10.4 Guidelines on Personal Safety

It is in the nature of Artlink's work that employees may, on occasion find themselves in potentially dangerous situations whilst on Artlink's business. The following policy is aimed at minimising the risk to people working for Artlink.

If you are working on your own you should not allow access to casual visitors who have no appointment. Such callers should be encouraged to make an appointment.

If you are dealing with an individual but feel uneasy about being alone with this person you have the right to refuse to make an appointment or give access to the individual if it would put you in that position. In these situations, the Artlink management will put their trust in the feelings of the employee.

All windows and entry doors will be lockable.

Working Away From a Regular Place of Work

If you are going to be working away from your regular place of work you should make it clear to your manager where you will be, how long for and how you can be contacted.

If in the course of a trip away from your regular place of work plans change significantly, this should be communicated back to your manager.

You should make clear who you wish to be informed (outside of work) in the event of an emergency and how this named person can normally be contacted.

Personal Awareness

There are lots of things we already do that keep us safe, but becoming more aware of our surroundings puts us in control of our environment. The following steps are recommended to all employees as being helpful.

Whilst out and about:

- Trust your intuition and listen to your feelings. If you sense something is wrong, it probably is. Acting on intuition may prevent an aggressive situation.
- Be prepared. Do you know whom to contact and what to do if a difficult situation arises? Find out and if there is no one designated, ask for a manager to be nominated.
- Be observant. Notice everything around you - exit doors, telephones, windows, sources of help. This will make you more aware of your surroundings and help you escape if you need to.
- Assess potential risks. Avoid dangerous short cuts, walk facing the traffic on the street side of pavements, think about where you park your car and remember where you have parked it. Make sure you have all relevant information with you. Have you checked to see if there is a known problem with whom you are or where you are going?
- Looking confident and being aware of your surroundings deters assailants. Never stay in a situation where you think you may be at risk. Don't feel you have to stay because of your work. You can see the service user, arrange the visit or do the interview again. You can ask a colleague to come in or be with you. Don't be afraid to ask for help.
- Be aware of personal space – yours and others. Encroaching on other people's personal space can make them aggressive. If other people are too close to you and making you uncomfortable, ask for more space or move away.
- Don't get into lifts with people who make you feel uneasy. If you are in a lift and feel uncomfortable, get out and use the stairs, or wait for another lift. Make sure you know where the emergency button is and stand where you can reach it. Don't accept lifts in vehicles from people you have no reason to trust. Think about what you are wearing. Can you run if you need to?

Dealing with Aggression:

- If you find yourself in an aggressive situation, what can you do? Try to stay calm if someone is getting angry. Your body language and voice can help defuse a situation. Take a deep breath, keep your voice on an even keel, and try to help. Offer an angry person a range of options from which they can choose the one they prefer. They will find it difficult to stay angry. Do not be aggressive back - this is how anger can escalate into violence. Are you the best person to deal with this situation? Going to get someone else is often helpful particularly if they can solve a problem that you can't.
- Get on the same level as the aggressor. If they are standing so should you. It makes you feel less vulnerable and makes it easier for you to get away or fetch help if necessary. Keep your balance and keep your distance. Do not touch someone who is angry. Don't let your escape route be blocked. Keep yourself between an escape route and an aggressor so you can still get away. If the situation is dangerous, then get away as fast as you can. Never remain alone with an actively violent person. If you cannot get away, then scream or use the panic alarm if available.

- Reporting and Recording - Employers have a responsibility to provide a safe working environment. Employees should report any current or potential situation at work which is a threat to personal safety. Talking about fear and other problems related to aggression or harassment are not marks of failure but good practice. A serious incident, even if it results in no physical harm, may cause feelings of fear, panic or despair which can carry on long afterwards.

The Board recognises this and will be disposed to provide whatever support, counselling or time off work seems appropriate.

Homeworking

When employees are carrying out work for Artlink at home all health and safety rules and guidance in this policy apply in the same way that they do in the workplace.

It is your responsibility to ensure that your home working environment and equipment used in the home is safe. A risk assessment in accordance with the guidance given in this policy should be carried out. Should advice be needed, advice should be sought from the nominated health and safety officer.

You will be asked to indemnify Artlink from damages caused by accidents in the home.

Visual Display Equipment

It is Artlink's policy to comply with the law as set out in the Health and Safety (Display Screen Equipment) Regulations 1992.

Artlink will conduct health and safety assessments of all workstations staffed by employees who use VDU screens as part of their usual work. All workstations must meet the requirements set out in the Schedule to the Regulations. Appropriate seating must be available to all users.

- Nature and Organisation of Work - You will take regular breaks (at least 10 minutes away for every hour at the screen). Short frequent breaks are more satisfactory than occasional longer breaks.
- Equipment - Resources will be sought by Artlink to:
 - provide VDUs with a detachable and adjustable screen, i.e. in height, swivel, etc, to allow for the individual preference of the operator;
 - provide computer cleaning supplies;
 - provide a wrist and footrest at each workstation;
 - an anti-static mat at each workstation;
 - provide keyboards which are separate from screens;
 - provide anti-glare screens, where direct light cannot be prevented from falling on the screen;
 - provide adequate workstation
- Maintenance - The Administrative Coordinator should hold copies of manufacturers' detailed instructions on the maintenance of machinery and will ensure that maintenance contracts are adhered to and, where appropriate, renewed.
- Eye and Eyesight Tests - If an eye test shows that as a result of work with Artlink's VDUs you need to purchase special corrective appliances (usually glasses), these will be paid for by Artlink. This excludes those normally used for purposes other than work with VDUs, and is subject to a maximum expenditure of £ 200. You are personally responsible for the safekeeping of any spectacles for which Artlink has contributed, and their replacement, if lost or damaged.
- Repetitive Strain Injury - It is the intention of Artlink, by following best advice, to provide VDU/keyboard equipment and furniture which help prevent the development of these musculoskeletal disorders.

You should contribute to your own safety and welfare by:

- Avoiding sitting in the same position for long periods;
- adjusting equipment and furniture to appropriate and comfortable positions;
- taking regular rest breaks from VDU work (at least 10 minutes away from the screen in every hour) by doing some other work.

Hygiene

In all locations that Artlink operates from all areas must be kept clean and tidy. Toilets must be washed regularly and kept clean. All wash basins should be provided with hot water, soap, clean paper towels or hand dryers. Sanitary disposal bins should be provided. Bins should be emptied and sanitised regularly.

New & Expectant Mothers

Artlink has a duty to take care of the health and safety of all employees. Artlink is also required to carry out a risk assessment to assess the workplace risks to employees who are pregnant, have recently given birth or are breastfeeding. Artlink will provide you with information as to any risks identified in the risk assessment. If the risk assessment reveals that you would be exposed to health hazards in carrying out your normal job duties, Artlink will take such steps as are reasonably necessary to avoid those risks, such as altering your working conditions. In some cases, this may mean offering you suitable alternative work (if available) on terms and conditions that are not substantially less favourable.

If it is not possible for Artlink to alter your working conditions to remove the risks to your health and there is no suitable alternative work available to offer you on a temporary basis, Artlink may suspend you from work on maternity grounds until such time as there are no longer any risks to your health. This may be for the remainder of your pregnancy until the commencement of your maternity leave. If you are suspended in these circumstances, your employment will continue during the period of the suspension and it does not in any way affect your statutory or contractual employment and maternity rights. You will be entitled to your normal salary and contractual benefits during the period of your suspension, unless you have unreasonably refused an offer of suitable alternative employment.

While Artlink's office environment and the nature of our work present relatively low risks, Artlink recognises that it is important that sympathetic consideration should continue to be shown towards new or expectant mothers at work. As always, common sense will play a part in the application of Artlink's policy in these matters.

Personal belongings

It is your responsibility to ensure the safekeeping of any personal belongings brought into the office. You are encouraged not to store cash on the premises, and bags should be kept in a locked drawer at all times.

Artlink cannot be held responsible for the safekeeping of money, valuables or any other property belonging to workers that may be brought onto Artlink's premises.

10.5 Safeguarding

All of the people who use our services have the right to equal protection from all types of harm or abuse regardless of age, disability, sex, gender status, race, sexual orientation, religion or belief.

What we do and why we do it

We work with people who live with various disabilities. The people who use our services include people under the age of 18 and over the age of 65. We also work with the families of some of the people who use our services.

Artlink believes that participation in the arts has a vital role to play in realising personal goals and encouraging positive change in the lives of disabled people and those who care for them.

In pursuit of these aims Artlink:

- Supports outings to arts events.
- Runs a range of arts programmes in health and social care situations.
- Supports activity within community-based situations such as specialist arts production facilities, galleries, theatres, studios, a range of community venues.

What this policy is for?

The purpose of this policy is to protect the people who use our services or those who take part in activities provided by the organisation.

Paid and unpaid workers, sessional workers and students will be covered by our grievance procedure and members of the public through our complaints procedure.

This policy states the over-arching principles which guide our approach to safeguarding.

Who the policy applies to

This policy statement applies to anyone working on our behalf, whether paid or unpaid. This includes:

- members of our Board of Trustees;
- managers;
- staff;
- sessional workers;
- students and volunteers.

What the law says

This policy follows legislation, policy and guidance which seek to protect children and vulnerable adults in Scotland.

OSCR Guidance can be found here: <https://www.oscr.org.uk/guidance-and-forms/managing-a-charity-guidance/safeguarding-guidance-keeping-vulnerable-beneficiaries-safe/>

Scottish Government Adult Protection Framework Guidance can be found here: <https://www.gov.scot/publications/adult-support-protection-scotland-act-2007-guidance-adult-protection-committees/pages/4/>

Guiding principles

Nothing is more important to us than the welfare of the people who use our services. The people who use our services should never experience abuse of any kind. We have a responsibility to promote the welfare of all the people who use our services, to keep them safe and to work in a way which protects them. All of the people who use our services have a right to equal protection from all types of harm or abuse regardless of age, disability, gender assignment, race, religion or belief, sex, or sexual orientation.

How we will keep the people who use our services safe

We will:

- value, listen to and respect the people who use our services.
- appoint a member of staff as Safeguarding Officer (the Director) and appoint another member of staff to act as an alternative Safeguarding Officer.
- make sure that our safeguarding policies and procedures are in line with best practice as recommended by OSCR.
- use our safeguarding procedures to share concerns and relevant information with appropriate agencies.
- share information about safeguarding with the people who use our services or their guardians.
- make sure that when we recruit paid or unpaid workers, we carry out all necessary checks.
- make sure that everyone working for us, whether paid or unpaid, understands and signs up to our Code of Conduct.
- make sure that everyone who works for us, whether paid or unpaid, receives appropriate training, support and supervision around safeguarding issues.
- investigate any allegations against our paid or unpaid workers in accordance with our procedures.
- make sure that all of the people who work for us, whether paid or unpaid, can be confident that they will not suffer as a result of sharing safeguarding concerns with the Safeguarding Officer so long as they are acting in good faith.
- make sure that we provide a safe physical environment for both the people who use our services and the people who work for us, whether paid or unpaid.¹
- make sure that we keep only necessary information about the people who use our services and that this is kept secure.²

Related Policies and Procedures

This policy statement should be read alongside our organisational policies and procedures, including:

- Child Protection Policy and Procedures.
- Recruitment policy and procedures.
- Online Safety Policy and Procedures.
- Data Protection Policy and Procedures.
- Whistleblowing Policy.
- Health and Safety Policy.
- Image release and sharing guidelines.
- New starts checklists (participants/parents & carers/practitioners/providers)

10.6 Child Protection

Artlink believes that it is unacceptable for a child or young person to experience abuse of any kind. We recognise our responsibility to safeguard the welfare of all children and young people, by a commitment to practice which protects them.

Artlink recognise that:

- The welfare of the child/young person is paramount.

¹ Risk Assessment Template

² Parent/Carer permission Form

- All children, regardless of age, disability, gender status, race religion or belief, sex, or sexual orientation have the right to equal protection from all types of harm or abuse.
- Working in partnership with children, young people, their parents, carers and other agencies is essential in promoting young people's welfare.

The purpose of this policy is:

- To provide protection for the children and young people who receive Artlink services, including the children of adult users.
- To provide staff and volunteers with guidance on procedures they should adopt if they suspect a child or young person may be experiencing, or be at risk of, harm.

This policy applies to all staff, volunteers, Board of Directors, sessional workers or anyone working on behalf of Artlink.

We will seek to safeguard children and young people by:

- Valuing them, listening to and respecting them.
- Appointing a named Child Protection Officer. The appointed member of staff with these duties is the Artlink Director.
- Adopting child protection guidelines through procedures and a code of conduct for staff and volunteers.
- Recruiting staff and volunteers safely, ensuring all necessary checks are made.
- Sharing information about child protection and good practice with children, parents, staff and volunteers.
- Sharing information about concerns with agencies who need to know, and involving parents and children appropriately, respecting confidentiality and the need for consent - *the welfare of the child is paramount and this will always override a professional or agency requirement to keep information confidential.*
- Providing appropriate management, training and information to staff, volunteers and sessional workers.

Procedures

Appointment of Staff

Artlink will comply with the Protection of Children (Scotland) Act 2003 by requesting current PVG checks for all personnel who have individual access to children through the organisation's activities. It will also remove from post any individual found to be disqualified from working with children and refer to the appropriate authorities any individual who has harmed a child or placed a child at risk of harm within the organisation.

Before taking on any worker professional references will be sought for successful candidates from an individual with knowledge of their prior work with children. This will be treated with confidence and will not be used to discriminate unfairly against the individual.

Whistle-blowing and Sharing Concerns

Reports and inquiries into the deaths of children from child abuse often point to serious breakdowns in communication between child protection professionals, other adults supporting and working with the family and family members. It is therefore essential that individuals share concerns (no matter how small) with Artlink's Director, regarding:

- A child's health, development and wellbeing.

- A parent/carer who may need help or be unable to care adequately for his/her child.
- Those who present a risk of harm to the child.

Artlink staff, volunteers, sessional artists, students on placement and trustees should be able to share concerns about child, family and colleagues' behaviour in confidence with Artlink's Director. While recognising that it is difficult to express concerns about colleagues, it is vital that concerns are reported, and through the appropriate channels. Failure to report concerns represents a failure to protect the child(ren) concerned. Failure to do so appropriately (e.g. by discussing the issue with colleagues other than Artlink's Director), may represent infringements of the rights of the individual concerned.

Planning

Prevention is the most effective way to minimise opportunity for harm. All workshop and sessional activity should be planned and delivered within the following guidelines:

- Establish clear criteria for participation, e.g. age and ability-ranges.
- Observe agreed ratios for supervision and participation.
- Maintain rigorous registration procedures with appropriate consent/authorisation.
- Maintain records of attendance, incidents and accidents.
- Giving due attention to health and safety considerations.
- Ensure that activity is appropriately risk-assessed and insurance is adequate.

Supervision

Artlink staff, volunteers and sessional workers should observe the following principles:

- Children should not be left unattended.
- Staff/volunteers should know at all times where children are and what they are doing.
- Activity involving potentially hazardous equipment should only be carried out under adult supervision.
- Dangerous, offensive and antisocial behaviour by children should be stopped immediately.
- A First Aider will be present whenever possible.

Recommended ratios for supervision are as follows:

- Children 3 - 5 years: *1 adult to 5 participants (assistant recommended)*
- Children 5 - 8 years: *1 adult to 8 participants (assistant recommended)*
- Children 9 – 12 years: *1 adult to 10 participants (assistant recommended)*
- Young people aged 12+: *1 adult to 18 participants (assistant recommended)*

Good practice also requires that:

- There is a phone available or on the premises.
- There is adequate space for the activity taking place.
- Risk Assessments for Health and Safety have been carried out.
- There is a First Aid box.
- There is additional support available where need exists.

Disclosure or Discovery of Abuse

Abuse can be:

- Physical – causing actual or intended injury.
- Emotional – withholding love or affection and/or causing emotional trauma.
- Sexual – adults or other children using children for sexual gratification.

- Neglect – failing to care for children.

Incidents of suspected abuse can be disclosed in a variety of ways, including:

- A direct disclosure made by a child or young person.
- A disclosure made by a third party, e.g., another child or young person.
- An anonymous disclosure, e.g., made by telephone or letter.
- Accidental, e.g., through observation of suspicious behaviour or circumstances or through overhearing of disclosure to a third party.

If abuse is disclosed or discovered, action **MUST** be taken:

- Do not delay.
- Do not act alone or start to investigate.
- Consult promptly with Artlink’s Director.
- Do not discuss the alleged abuse with anyone else.
- Do not discuss the alleged abuse with parents/carers and/or the alleged abuser(s).

If a child tells you (s)he has been abused:

- Never promise the child you will not tell anyone.
- Show acceptance of what the child says and aim for a neutral reaction.
- Do not press for information, ask leading questions or introduce your own opinions or experiences into the conversation.
- Be aware the child may have been threatened.
- Write down what you have been told as soon as possible. Sign and date this record.
- Pass this information promptly to Artlink’s Director.

The Child Protection Officer’s Response

Artlink’s Director will treat the disclosure as a matter of urgency and will make a referral to the Police or Social Services promptly, regardless of whether information is complete. The following information should be communicated:

- Name, designation, name of agency and contact details.
- The full name, age, date of birth and address of the child concerned.
- Why there are concerns (how did the matter come to Artlink’s attention, who reported the matter).
- Who it is thought may have harmed or may pose a risk to the child, why this is so, and when it may have happened.
- If there are any other children who may also be at risk (if known).
- A copy of the record made after the disclosure may also be forwarded.

A record should be kept of the decision to make the referral, the date and time at which the referral is made and the name of the person receiving the referral in the relevant agency. These records will be stored securely.

The Director and any other member of Artlink’s staff, volunteers, sessional artists, students on placement and trustees involved in instigating the referral should make themselves available for interview if requested.

The Director will ensure that support is available, if required, by the member of staff or volunteer to whom the disclosure has been made.

In the event of a disclosure involving Artlink staff, volunteers, sessional artists, students on placement and trustees, the Director will also report the matter to the Chair of the Board. The matter will be referred to the police in the normal manner and thereafter the company will liaise with the police in order to ensure that application of the organisation's Disciplinary Procedures does not impede any criminal investigation and to ensure that the organisation is guided by the police in its own investigation. The adult concerned will be immediately removed from contact with children.

Further Essential Information on Child Protection:

- a. National Guidance for Child Protection in Scotland Scottish Government 2021. <https://www.gov.scot/publications/national-guidance-child-protection-scotland-2021/>
- b. Relevant Legislation Disclosure Scotland information on relevant legislation regarding protecting vulnerable groups. <https://www.mygov.scot/pvg-scheme>

11. Protecting the Business

11.1 Data Protection Policy

Artlink is committed to being transparent about how we collect and use personal data and to meeting its data protection obligations. This policy sets out the Artlink's commitment to data protection, and individual rights and obligations in relation to personal data.

This policy applies to the personal data of job applicants, employees, contractors, artists, volunteers and former employees, referred to as HR-related personal data.

This policy does not apply to the personal data of service users or other personal data processed for business purposes.

Artlink has appointed Vanessa Morrison as the person with responsibility for data protection compliance within Artlink. They can be contacted at datacontroller@artlinkedinburgh.co.uk. Questions about this policy, or requests for further information, should be directed to them.

Definitions

"Personal data" is any information that relates to an individual who can be identified from that information. Processing is any use that is made of data, including collecting, storing, amending, disclosing or destroying it.

"Special categories of personal data" means information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, sex life or sexual orientation and biometric data.

"Criminal records data" means information about an individual's criminal convictions and offences, and information relating to criminal allegations and proceedings.

Data protection principles

Artlink processes HR-related personal data in accordance with the following data protection principles:

- Artlink processes personal data lawfully, fairly and in a transparent manner.
- Artlink collects personal data only for specified, explicit and legitimate purposes.
- Artlink processes personal data only where it is adequate, relevant and limited to what is necessary for the purposes of processing.
- Artlink keeps accurate personal data and takes all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay.
- Artlink keeps personal data only for the period necessary for processing.

- Artlink adopts appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.

Artlink tells individuals the reasons for processing their personal data, how it uses such data and the legal basis for processing in its privacy notices. It will not process personal data of individuals for other reasons.

Where Artlink processes special categories of personal data or criminal records data to perform obligations or to exercise rights in employment law, this is done in accordance with a policy on special categories of data and criminal records data.

Artlink will update HR-related personal data promptly if an individual advises that their information has changed or is inaccurate.

Personal data gathered during the employment, contractor or volunteer relationship is held in the individual's personnel file (in hard copy or electronic format, or both), and on HR systems.

Artlink keeps a record of its processing activities in respect of HR-related personal data in accordance with the requirements of the General Data Protection Regulation (GDPR).

Retention of Records

The retention timeframes detailed below will be followed in the absence of a specific business case or record-keeping requirement supporting a longer period.

Record	Retention Period
<u>Recruitment</u>	
Application forms and CVs for successful candidates	Duration of employment/volunteer role
References received during the recruitment process	Duration of employment/volunteer role
Recruitment application forms and interview notes for unsuccessful candidates	1 year after completion of the recruitment exercise.
Criminal convictions collected in the course of the recruitment process	Once it has been verified through the Disclosure and Barring Service (DBS)/Disclosure Scotland, the information will be deleted unless, in exceptional circumstances, the information is clearly relevant to the ongoing employment relationship.
Right to work documents	Two years after employment/volunteering ceases.
<u>Employment</u>	
Terms and Conditions	Will be reviewed 7 years after employment ceases or the terms are superseded

Personnel files and training records (including formal disciplinary records)	7 years after employment/volunteering ceases.
Working time records	2 years from date on which they were made.
Statutory Sick Pay records, calculations, certificates, self-certificates	Although there is no longer a specific statutory retention period, the organisation will keep sickness records to best suit our business needs. We will keep records for at least 6 months after the end of the period of sick leave in case of a disability discrimination claim. However, if there's a personal injury claim, the limitation will be 3 years. If there's a contractual claim for breach of an employment contract, records will be kept for 7 years after the employment ceases.
Medical Information	For workplaces where staff work with hazardous substances there may be legal requirements to keep certain information for as long as 50 years and if those rules apply they will be detailed in the organisation's privacy notices. <i>Regulations include: Control of Lead at Work Regulations, Control of Substances Hazardous to Health Regulations, Control of Asbestos at Work Regulations, Ionising Radiations Regulations 1999.</i>
Trade union agreements	10 years after ceasing to be effective
<u>Health & Safety</u>	
Information relating to health and safety matters	Three years after employment/volunteering ceases. Assessments will be made whether or not the possibility of latent claims means that the records need to be kept for longer or if there are any other specific record-keeping requirements.
Assessments under health & safety regulations	Permanently
Accident books, accident records/reports	Minimum of 3 years from the date of the last entry (or, if the accident involved a child/ young adult, then until that person reaches the age of 21)
<u>Payroll</u>	
Payroll wage/salary records (also overtime, bonuses, expenses, commission)	7 years from the end of the tax year to which they relate.
Income tax and NI returns, income tax records and correspondence with HMRC	7 years after the end of the financial year to which they relate.

National minimum wage records	7 years after the end of the pay reference period following the one that the records cover.
Pension records	Until the employee reaches age 100
<u>Family Leave</u>	
Statutory Maternity Pay records, calculations, certificates (Mat B1s) or other medical evidence	7 years after the end of the tax year in which the maternity pay period ended.
Statutory paternity pay, statutory shared parental pay and statutory adoption pay	7 years after the end of the tax year in which payments of statutory paternity pay, shared parental pay or statutory adoption pay were made.
Parental leave	18 years from the birth of the child.
Other unpaid leave/special leave records	3 years from the last day of absence
<u>Projects</u>	
Project information on service users	Data relating to programmes will be retained for as long as is necessary to provide an audit trail for funders, as set out in contractual agreements. Normally up to 7 years.
Arts Access	3 years after the client has indicated they are no longer in a position to require the service.
Art Programmes	3 years after the client has indicated they are no longer in a position to require the service.
Volunteers/Artists	3 years after the volunteer/artists has indicated they no longer wish to be an active part of Artlink
PVG records	3 years after the volunteer/artists has indicated they no longer wish to be an active part of Artlink. Disclosure information will be stored in a locked non-portable container, for a maximum of 6 months. Only those authorised to see this information in the course of their duties will have access to this container.
<u>Termination of Employment</u>	

Redundancy details, calculations of payments, refunds, notification to the Secretary of State	7 years from the date of redundancy
Termination of employment, for example early retirement, severance or death in service	Until the employee reaches age 100.
References given/information to enable references to be provided	6 years from reference/end of employment

Artlink will continue to review the above timeframes and update, archive or securely delete information if it goes out of date.

Individual rights

As a data subject, you have a number of rights in relation to your personal data.

Subject access requests

You have the right to make a subject access request. If you make a subject access request, Artlink will tell you:

- whether or not your data is processed and if so why, the categories of personal data concerned and the source of the data if it is not collected from the individual;
- to whom your data is or may be disclosed, including to recipients located outside the European Economic Area (EEA) and the safeguards that apply to such transfers;
- for how long your personal data is stored (or how that period is decided);
- your rights to rectification or erasure of data, or to restrict or object to processing;
- your right to complain to the Information Commissioner if you think Artlink has failed to comply with your data protection rights; and
- whether or not Artlink carries out automated decision-making and the logic involved in any such decision-making.

Artlink will also provide you with a copy of the personal data undergoing processing. This will normally be in electronic form if you have made a request electronically, unless you agree otherwise.

To make a subject access request, you should send the request to datacontroller@artlinkedinburgh.co.uk. In some cases, Artlink may need to ask for proof of identification before the request can be processed. Artlink will inform you if it needs to verify your identity and the documents it requires.

Artlink will normally respond to a request within a period of one month from the date it is received. In some cases, such as where Artlink processes large amounts of the individual's data, it may respond within three months of the date the request is received. Artlink will write to you within one month of receiving the original request to tell you if this is the case.

If a subject access request is manifestly unfounded or excessive, Artlink is not obliged to comply with it. Alternatively, Artlink can agree to respond but will charge a fee, which will be based on the administrative cost of responding to the request. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which Artlink has already responded. If you submit a request that is unfounded or excessive, Artlink will notify you that this is the case and whether or not it will respond to it.

Other Rights

You have a number of other rights in relation to your personal data. You can require Artlink to:

- rectify inaccurate data;
- stop processing or erase data that is no longer necessary for the purposes of processing;
- stop processing or erase data if your interests override Artlink's legitimate grounds for processing data (where Artlink relies on its legitimate interests as a reason for processing data);
- stop processing or erase data if processing is unlawful; and
- stop processing data for a period if data is inaccurate or if there is a dispute about whether or not your interests override Artlink's legitimate grounds for processing data.

To ask Artlink to take any of these steps, you should send the request to datacontroller@artlinkedinburgh.co.uk

Data Security

Artlink takes the security of HR-related personal data seriously. Artlink has internal policies and controls in place to protect personal data against loss, accidental destruction, misuse or disclosure, and to ensure that data is not accessed, except by employees in the proper performance of their duties.

Where Artlink engages third parties to process personal data on its behalf, such parties do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

Impact assessments

Where processing would result in a high risk to individual's rights and freedoms, Artlink will carry out a data protection impact assessment to determine the necessity and proportionality of processing. This will include considering the purposes for which the activity is carried out, the risks for individuals and the measures that can be put in place to mitigate those risks.

Data breaches

If Artlink discovers that there has been a breach of HR-related personal data that poses a risk to the rights and freedoms of individuals, it will report it to the Information Commissioner within 72 hours of discovery. Artlink will record all data breaches regardless of their effect.

If the breach is likely to result in a high risk to the rights and freedoms of individuals, it will tell affected individuals that there has been a breach and provide them with information about its likely consequences and the mitigation measures it has taken.

International data transfers

Artlink will not transfer HR-related personal data to countries outside the EEA.

Individual responsibilities

You are responsible for helping Artlink keep your personal data up to date. You should let Artlink know if data provided to Artlink changes, for example if an you move house or change your bank details.

You may have access to the personal data of other individuals in the course of your employment, contract, or volunteer period. Where this is the case, Artlink relies on you to help meet its data protection obligations to staff.

If you have access to personal data, you are required:

- to access only data that you have authority to access and only for authorised purposes;

- not to disclose data except to individuals (whether inside or outside Artlink) who have appropriate authorisation;
- to keep data secure (for example by complying with rules on access to premises, computer access, including password protection, and secure file storage and destruction);
- not to remove personal data, or devices containing or that can be used to access personal data, from Artlink's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device; and
- not to store personal data on local drives or on personal devices that are used for work purposes.

Further details about Artlink's security procedures can be found in its [Information Security Policy](#).

Failing to observe these requirements may amount to a disciplinary offence, which will be dealt with under Artlink's disciplinary procedure. Significant or deliberate breaches of this policy, such as accessing employee or customer data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to dismissal without notice.

Training

Artlink will provide training to all individuals about their data protection responsibilities as part of the induction process [and at regular intervals thereafter].

Individuals whose roles require regular access to personal data, or who are responsible for implementing this policy or responding to subject access requests under this policy, will receive additional training to help them understand their duties and how to comply with them.

Review

This policy will be reviewed at intervals of 1 year to ensure it remains up to date and compliant with the law.

11.2 Email, Internet and IT Facilities

This policy covers all Artlink computers and laptops, software, equipment and phones, whether or not they are connected to Artlink's network, and whether or not they are located on Artlink's business premises.

E-mail and Internet

Artlink encourages its employees to use e-mail and the internet at work where this can save time and expense. However, we require you to follow the rules below. It is a term of your employment that you comply with these rules, and any serious breach could lead to dismissal. Any employee who is unsure about whether something they propose to do might breach this e-mail and internet policy should seek advice from their manager.

Although Artlink encourages the use of e-mail and the internet where appropriate, their use entails some risks. For example, you must take care not to introduce viruses on to the system and must take proper account of the security advice below. You must also ensure that you do not send libellous statements in e-mails as Artlink could be liable for damages.

These rules are designed to minimise the legal risks to Artlink when you use e-mail at work and access the internet. Where something is not specifically covered in this policy, you should seek advice from your manager.

Technology and the law change regularly and this policy will be updated to account for changes as and when necessary. You will be informed when the policy has changed but it is your responsibility to read the latest version of this document.

Content of E-mails

E-mails that you intend to send should be checked carefully. E-mail should be treated like any other form of written communication and, as such, what is normally regarded as unacceptable in a letter is equally unacceptable in an e-mail communication.

The use of e-mail to send or forward messages which are defamatory, obscene or otherwise inappropriate will be treated as misconduct under the appropriate disciplinary procedure. In serious cases this could be regarded as gross misconduct and lead to dismissal.

Equally, if you receive an obscene or defamatory e-mail, whether unwittingly or otherwise and from whatever source, you should not forward it to any other address.

Statements to avoid in e-mails include those criticising Artlink's competitors or their employees, those stating that there are quality problems with goods or services of suppliers or customers, and those stating that anyone is incompetent.

Some employees may, because of the nature of their job, need to send internal emails and in some cases emails to external third parties that contain the personal data of colleagues e.g. bank or national insurance details or details about sickness absence. Care must be taken when sending these details to ensure that they are only sent to those who have a valid reason to see them. Emails that contain details of a colleague's health or sickness absence should always be password protected. The sending of emails in breach of Artlink's Data Protection Policy will be treated as misconduct under the appropriate disciplinary procedure. In serious cases this could be regarded as gross misconduct and lead to dismissal.

Personal Use of E-mail

Although the e-mail system is primarily for business use, Artlink understands that employees may on occasion need to send or receive personal e-mails using their work address. When sending personal e-mails, you should show the same care as when sending work-related e-mails.

Monitoring of E-mail

Artlink reserves the right to monitor employees' e-mails but will endeavour to inform an affected employee when this is to happen and the reasons for it. Artlink considers the following to be valid reasons for checking your e-mail:

- If you are absent for any reason and communications must be checked for the smooth running of the business to continue.
- If Artlink suspects that you have been viewing or sending offensive or illegal material, such as material containing racist terminology or nudity (although Artlink understands that it is possible for employees inadvertently to receive such material and they will have the opportunity to explain if this is the case).
- If Artlink suspects that you have been using the e-mail system to send and receive an excessive number of personal communications.
- If Artlink suspects that you are sending or receiving e-mails that are detrimental to Artlink.

When monitoring e-mails, Artlink will, save in exceptional circumstances confine itself to looking at the address and heading of the e-mails unless it appears to be a work-related email requiring action.

Employees should mark any personal e-mails as such and encourage those who send them to do the same. Artlink will avoid, where possible, opening e-mails clearly marked as private or personal.

Artlink reserves the right to retain information that it has gathered on employees' use of e-mail for a period of one year.

Use of Internet

Where you have been provided with a computer with internet access at your desk, you may use the internet at work.

Sensible Internet Use

Where you are allowed access to the internet at work you are expected to use it sensibly and in such a manner that it does not interfere with the efficient running of Artlink. For example, where it would be quicker to make a telephone call than to engage in an internet search for the required information, then the telephone call should be made.

You may be called upon to justify the amount of time you have spent on the internet or the sites that you have visited.

Artlink encourages employees to become familiar with the internet and does not currently impose any time limitation on work-related internet use. It trusts you not to abuse the latitude given to you but if this trust is abused it reserves the right to alter the policy in this respect.

Artlink reserves the right to deny internet access to any employee at work, although in such a case it will endeavour to give reasons for doing so.

Downloading Files and Software

You should only download files on to computers with virus-checking software and should check how long the download will take. If there is any uncertainty as to whether or not the software is virus-free or whether or not the time the download will take is reasonable, the relevant line manager should be consulted.

Personal Use of the Internet

Although the internet is primarily for business use, Artlink understands that employees may on occasion need to use the internet for personal purposes. You may access the internet at work for personal purposes provided that:

- such use is limited to no more than at lunch time or out with normal working hours;
- the internet is not used to access offensive or illegal material, such as material containing racist terminology or nudity;
- you do not enter into any contracts or commitments in the name of or on behalf of Artlink;

Social Networking Sites

Artlink recognises that many employees use the internet for personal purposes and that many employees participate in social networking on websites such as Facebook, Twitter, YouTube and various online Blogs etc.

Artlink permits employees to access social networking websites for personal use during their lunch break.

Artlink reserves the right to restrict access to these websites.

Artlink respects an employee's right to a private life. However, Artlink must also ensure that confidentiality, our reputation and the young people supported by Artlink are protected. We therefore you when using social networking websites to:

- refrain from identifying themselves as working for Artlink;
- never 'friend' a service user connected to Artlink;
- ensure that they do not conduct themselves in a way that is detrimental to Artlink and
- take care not to allow their interaction on these websites to damage working relationships between members of staff and service users of Artlink.

You should also be aware that social networking websites are a public forum, particularly if you are part of a "network". You should not assume that your entries on any website will remain private. You should never send abusive or defamatory messages.

You must be security conscious and should take steps to protect yourself from identity theft, for example by restricting the amount of personal information that you give out. Social networking websites allow people to post detailed personal information such as date of birth, place of birth and favourite football team, which can form the basis of security questions and passwords. In addition, you should:

- ensure that no information is made available that could provide a person with unauthorised access to Artlink and/or any confidential information; and
- refrain from recording any confidential information regarding Artlink or colleagues on any social networking website

Monitoring of internet access at work

Artlink reserves the right to monitor employees' internet usage but will endeavour to inform an affected employee when this is to happen and the reasons for it. Artlink considers the following to be valid reasons for checking an employee's internet usage:

- If Artlink suspects that you have been viewing offensive or illegal material, such as material containing racist terminology or nudity (although Artlink understands that it is possible for you inadvertently to view such material and you will have the opportunity to explain if this is the case).
- If Artlink suspects that you has have been spending an excessive amount of time viewing websites that are not work related.

Artlink reserves the right to retain information that it has gathered on your use of the internet for a period of one year.

Loss of IT Equipment

Should you lose IT equipment including Artlink's mobile telephones and laptops, you may be required to reimburse Artlink for any financial loss incurred including the cost of a replacement.

General

The aim of these rules is to be helpful, and to set guidelines on the use of e-mail and the internet at work for the smooth and efficient running of the business.

If there is anything in these rules that you consider to be unworkable or do not understand, you should notify your manager.

11.3 Telephone

This policy governs how you may use Artlink's telephones during the course of their working time. It is important that you read this policy carefully as Artlink requires compliance from you at all times.

Personal and Private Use

Artlink provides you with access to the telephone for work-related purposes. However, because it is accepted that you may sometimes need to attend to personal matters during working hours, personal use is permitted, provided that this does not interfere with your work, nor take up an unreasonable amount of time.

It is important to note that you may not at any time use organisation telephones to:

- carry out freelance work, or work for another employer;
- contact recruitment agencies or other employers with a view to seeking alternative employment;
- buy or sell goods, other than when authorised to do so in the course of your job;
- gamble;
- communicate information that is confidential to Artlink outside Artlink, unless authorised to do so in the course of your work;
- chat for lengthy periods of time to friends or relatives;
- make overseas telephone calls; or
- waste working time using the telephone for purposes not associated with your work or Artlink's business.

Mobile Telephones

Where a mobile phone has been issued by Artlink, it is for business use only and at all times will remain the property of Artlink. You will be responsible for its safekeeping, proper use, condition and eventual return to Artlink. You will also be responsible for any cost of repair or replacement other than fair wear and tear. If a replacement is required Artlink will organise this.

A mobile phone is provided primarily to enable you to do your work i.e. to keep Artlink informed at the earliest opportunity of matters which we need to know about and to be similarly contactable by Artlink, or to contact service users/office when working away from your base. Therefore, it is your responsibility to ensure that the mobile phone is kept charged and switched on whilst at work.

The SIM card from organisation mobiles should not be placed into any other mobile, unless to another organisation issued mobile phone. Neither should the camera facility be used for anything other than an emergency, e.g. car accident where evidence may be required.

Artlink recognises that you may, on occasion, have to make personal calls or send personal text messages during working hours or outside normal working hours. Where it is deemed that an unreasonable amount of personal calls/text messages have been made using the mobile phone, Artlink reserves the right to deduct those costs, either through deduction from pay, or otherwise. Artlink may, after formal investigation, take action under the Disciplinary Procedure if such use is excessive or unauthorised. You will be expected to make payment for private calls made beyond reasonable usage.

If it is found, following investigation, that there has been excessive personal data use, then you will be asked to reimburse Artlink for the cost of this and action may be taken under the Disciplinary Procedure.

Upon termination of employment, should an employee not return the allocated mobile phone, or the mobile phone is returned in an unsatisfactory condition, the cost of replacement, or a

proportional amount of this as decided by Artlink, will be deducted from any final salary payment, or the employee will otherwise reimburse Artlink.

Mobile phone use abroad

All organisation mobile phones are barred from being used abroad unless the network provider has been specifically instructed by Artlink. In the event that a bar needs to be lifted, you should contact the Director in order that this may be considered.

It is particularly important on Smartphones to ensure that "data roaming" is switched off for any times other than checking organisation emails. "Data roaming" charges from abroad (which includes the Isle of Man and Channel Islands) can result in very high level charges, and if it is found that these have been incurred due to personal use or negligence on the part of the employee, then the charges may be passed on to the employee.

Etiquette

You should be considerate in your use of your mobile telephone. It should be turned off when its use could be distracting, for example during meetings and training sessions.

Employees should observe any restrictions imposed by other companies on the use of mobile telephones, including requests to turn them off.

Personal Mobile Phones

Personal mobile telephones should be left on silent in the office. Personal calls and text messaging should only take place during breaks.

Should a personal mobile phone be damaged or stolen whilst on the premises Artlink will not be held responsible for this.

Unauthorised use of a personal mobile phone during working hours may result in a disciplinary action.

Driving

Using a hand-held mobile telephone, or other hand-held device that performs an interactive communication function by transmitting or receiving data, while driving is dangerous and against the law.

Even the use of a hands-free mobile telephone or other interactive communication device while driving can reduce concentration and increase the likelihood of an accident occurring.

For this reason, no employee may use a hand-held mobile telephone or other hand-held device that performs an interactive communication function by transmitting and receiving data while driving a private, organisational or leased motor vehicle on a road on business.

"Driving" for these purposes includes any time while the vehicle is on the road and its engine is running, even if the vehicle is stationary. This includes time spent stopped at traffic lights or during other hold-ups.

"Interactive communication function" includes sending or receiving oral or written messages, faxes, or still or moving images, or providing access to the internet.

A mobile telephone or other device is "hand-held" if it is, or must be, held at some point during the course of making or receiving a call, including to dial a number, or performing any other interactive communication. Any device cradled between the ear and the shoulder is deemed to be hand-held.

The exception to this restriction is where the use of the hand-held mobile telephone or other device is to contact the emergency services on 999 or 112 in the case of a genuine emergency and in circumstances in which it is unsafe or impracticable for you to stop driving in order to make the telephone call.

No manager may ask you to use a hand-held mobile telephone or other hand-held interactive communication device while driving. All managers must ensure that Artlink's policy on hand-held mobile telephone and other hand-held interactive communication device use while driving is complied with within their area of responsibility.

Although the use of hands-free equipment is not prohibited by law, because of the increased risk involved in the use of any mobile telephone or other interactive communication device while driving, you should use hands-free equipment while driving as little as possible.

Where it is necessary to make or receive a call, you should make it clear that you are driving and keep the call as short as possible. If a longer conversation is necessary, contact should be re-established only when you have found a safe place to pull over and park.

Any numbers that you might need to phone during a journey should be saved to a short-dial number before the journey is begun. You should be aware that it is always safer to keep your mobile telephone or other communication device switched on to voicemail, call diversion or a message service before beginning your journey. Where necessary you can then stop in a safe place such as a lay-by to check messages and return calls.

If you disregard these rules will be subject to disciplinary action.

Lost or Stolen Mobile Phones

Artlink expects all who have been allocated mobile phones to take the utmost care and responsibility for them and mobile phones should never be left unattended.

A PIN number should be used on the mobile to enable voicemails to be picked up. If you are unsure how to do this, you should contact the Director for instructions.

If a phone is lost or stolen, it should be reported to the Director immediately (if during working hours), or if out of hours phone the Director to ensure that the account is stopped and there is no unauthorised usage.

In the event of theft of a mobile phone, the incident must also be reported to the police and an incident number obtained (you should provide this number when reporting the loss to the Director).

Artlink reserves the right to claim reimbursement for the cost of the phone should the correct procedures not be followed, a user reports repeated loss of their mobile, it is deemed that the user has not taken appropriate measures to safeguard the equipment, or reported the loss thereof (which will be investigated by Artlink and judged at its absolute discretion).

Breach of this policy

Breach of this policy will be treated as misconduct. Whether it is minor or gross misconduct will depend on the circumstances, but employees should expect breach of the driving provisions to be gross misconduct.

11.4 Information Security

Artlink regards the integrity and proper use of its systems as central to the success of the business. Information, data and information systems are Artlink's key asset. They must be protected, with the

same care as valuable physical assets, from threats such as disclosure, damage or loss, whether accidental or deliberate.

Cyber security threats continue to grow and it is Artlink's policy to take all measures considered necessary to ensure that all aspects of our systems are fully protected. The purpose of this policy is to set out your responsibilities to safeguard information assets, ensuring that:

- Artlink meets its commitments to protect information;
- We can continue our operations and deliver our services, being dependent on technology to do this;
- Artlink can protect our intellectual property and service user data.

The Information Security Policy applies to all affiliated to external companies who access organisation information and records. The policy applies to all information owned by and/or operated by Artlink.

Access Control

Access to Artlink network, its servers and systems is through individual and unique logins. To prevent damage from unauthorised use of organisation resources, such as the loss of confidential data (including employees' personal data), intellectual property, damage to public image or damage to critical internal systems, the Information Security Policy states:

- You should ensure that all their passwords are secure.
- You must not share usernames and passwords, nor should they be written down or recorded in unencrypted electronic files or documents to prevent system access from unauthorised use.
- The access of those who leave Artlink will be reviewed and adjusted as necessary. Terminated employees will have their accounts disabled upon termination.

Virus Prevention and System Security

- The wilful introduction of computer viruses or disruptive/destructive programmes is prohibited, and anyone who does so may be subject to disciplinary action.
- All desktop systems, servers and workstations that connect to the network are protected with an approved, licensed anti-virus software product that is kept updated
- Incoming data including electronic mail is scanned for viruses by the email server.
- You must use extreme caution when opening email attachments received from unknown senders.
- You will not reveal their account password/s to others or allow use of their access by others. This includes family and other household members when work is being done at home.

Phishing

A large proportion of successful cyber-attacks originate from someone clicking on a malicious phishing (or scam) email. The consequences of a successful cyber-attack can be far reaching and impact Artlink's ability to operate and can have long lasting damaging consequences to our reputation.

You must be vigilant for malicious emails such as 'phishing', messages, calls or other requests that might seek access to information or undermine the security of our IT systems. On no account should any information be provided to such requests. Any requests should be reported immediately to the Director.

11.5 Confidentiality

Confidential information includes, but is not limited to, any information relating to employees, customers, service users suppliers, research and development projects, designs, secret processes, trade secrets, product or services development and formulae, know-how, inventions, business plans, financial information, documents marked “confidential”, information an employee has been told is confidential, information which they might reasonably expect that Artlink would regard as confidential, or any information which has been given to Artlink in confidence by employees, customers or suppliers.

From the moment you start working with or for us you must observe strict confidentiality in respect of any and all confidential information. Such confidentiality relates to any and all transactions of Artlink except when required or authorised to disclose such information by Artlink or by law.

You are prohibited from removing or copying documents or computer records from Artlink’s premises at any time without the proper advance authorisation, and you must return such items immediately upon request, and in any event, when you start working for or with us.

You must, if requested by Artlink, delete all confidential information from any reusable material and destroy any documentation which contains or refers to any confidential information which, is in your possession or under your control.

You should be aware that any breach of the above, is likely to lead to disciplinary action and may result in dismissal for gross misconduct.

Nothing in this policy prevents you from making a protected disclosure under Artlink’s whistleblowing procedure, in respect of any malpractice or unlawful conduct. Further details can be found in Artlink’s [Whistleblowing Policy](#).

11.6 Intellectual Property

Artlink owns intellectual property created in the course of your involvement with Artlink, or created using organisation resources. Intellectual Property includes any invention, know-how, improvement design, process, information, copyright work, database rights, domain names, product names, trademark, trade name or any other intellectual property (together the “Intellectual Property”) made, created or discovered by you during your involvement (whether capable of being patented or registered or not).

You have no rights, interest or claims, either during your involvement or after the termination of employment, in or to any such intellectual property and shall not use such Intellectual Property other than during the period of your employment and for the purpose of Artlink.

You should report any unauthorised use of organisation intellectual property to your line manager immediately.

Intellectual Property of Third Parties

You must get written permission to use a third party’s copyrights, patents, trademarks, or other intellectual property. If you wish to use intellectual property that belongs to someone else, Artlink may need to obtain a license to use the property or purchase the outright ownership of the property.

You should neither make copies of, nor publish any copyright protected materials until Artlink has obtained permission from the holder and determined that copying or publishing is legally permitted.

11.7 Whistleblowing

This policy applies to all involved with Artlink. Other individuals performing functions in relation to Artlink, such as agency employees and contractors, are encouraged to use it.

It is important to the business that any fraud, misconduct or wrongdoing by employees or officers of Artlink is reported and properly dealt with. Artlink therefore encourages all individuals to raise any concerns that they may have about the conduct of others in the business or the way in which the business is run. This policy sets out the way in which you may raise any concerns that they have and how those concerns will be dealt with.

The Public Interest Disclosure Act 1998 amended the Employment Rights Act 1996 to provide protection for employees who raise legitimate concerns about specified matters. These are called "qualifying disclosures". A qualifying disclosure is one made in good faith by an employee who has a reasonable belief that:

- a criminal offence;
- a miscarriage of justice;
- an act creating risk to health and safety;
- an act causing damage to the environment;
- a breach of any other legal obligation; or
- concealment of any of the above;

is being, has been, or is likely to be, committed. It is not necessary for you to have proof that such an act is being, has been, or is likely to be, committed - a reasonable belief is sufficient. You have no responsibility for investigating the matter - it is Artlink's responsibility to ensure that an investigation takes place.

When you make a protected disclosure, you have the right not to be dismissed, subjected to any other detriment, or victimised, because you have made a disclosure.

You are encouraged to raise your concerns under this procedure in the first instance. If you are not sure whether or not to raise a concern, you should discuss the issue with your line manager, director or Chair of the Board whoever is most appropriate to deal with your concern.

Principles

- Everyone should be aware of the importance of preventing and eliminating wrongdoing at work. Employees should be watchful for illegal or unethical conduct and report anything of that nature that they become aware of.
- Any matter raised under this procedure will be investigated thoroughly, promptly and confidentially, and the outcome of the investigation reported back to you.
- You will not be victimised for raising a matter under this procedure. This means that you can continue to work for or with us and opportunities for future work, promotion or training of (the employee) will not be prejudiced because they have raised a legitimate concern.
- Victimisation of anyone who works for or with us for raising a qualified disclosure will be a disciplinary offence.
- If misconduct is discovered as a result of any investigation under this procedure Artlink's disciplinary procedure will be used, in addition to any appropriate external measures.
- Maliciously making a false allegation is a disciplinary offence.
- An instruction to cover up wrongdoing is itself a disciplinary offence. If told not to raise or pursue any concern, even by a person in authority, you should not agree to remain silent.

Procedure

This procedure is for disclosures about matters other than a breach of your own contract of employment, volunteer agreement or service agreement. If you are concerned that your own contract has been, or is likely to be, broken, you should use Artlink's grievance procedure. For all other matters you should:

- In the first instance any concerns should be raised with your line manager.
- If you believe your line manager is involved, or for any reason does not wish to approach your line manager, then any concerns should be raised with the Director.
- If you believe the Director to be involved, or for any reason do not wish to approach the Director, then you should proceed straight to the Chair of the Board.

Depending on who you have contacted they will arrange an investigation of the matter. The investigation may involve you and other individuals involved giving a written statement. Any investigation will be carried out in accordance with the principles set out above. Your statement will be taken into account, and you will be asked to comment on any additional evidence obtained.

Artlink will take any necessary action, including reporting the matter to any appropriate government department or regulatory agency if necessary.

These could include:

- HM Revenue & Customs;
- the Financial Services Authority;
- the Office of Fair Trading;
- the Health and Safety Executive;
- the Environment Agency.

On conclusion of any investigation, you will be told the outcome of the investigation and any next steps. If no action is to be taken, the reason for this will be clearly articulated and recorded.

11.8 Conflict of Interest

This policy applies to all of Artlink's trustees, staff and volunteers. However, the main focus of this document is on our trustees, and it is written mainly from their point of view.

Legal basis for this policy

The law says that Artlink's trustees must act in the best interests of Artlink and in line with our Articles of Association and avoid situations where there is a possibility of conflicts of interest. Staff and volunteers have similar obligations.

What are conflicts of interest and Why Are They a Problem?

Conflicts of interest happen whenever someone's personal or business interests or loyalties, or those of their families or close connections are not the same as the interests of Artlink. When you act as a Trustee you must put Artlink's interests first and conflicts of interest are any situation where it is difficult or impossible for you to do this or to be seen to be doing this, because of such interests. They are often to do with money.

An example of a conflict of interest might be a trustee who uses Artlink's services making decisions about how we charge for those services. Another example might be a trustee who is an artist with a contract with Artlink making decisions about that contract. A third example might be a trustee who works for another organisation making a decision that affects that organisation.

Conflicts of interest can cause many problems. These include:

- Making it difficult for trustees to say what they really think about an issue;
- Result in trustees making bad decisions;
- Risk our reputation by making it look like we have acted improperly.

If you do have a conflict of interest, even if you do act completely scrupulously, whatever is done or decided, as well as your role in that will always be open to challenge. So the aim of this policy is to protect Artlink, our trustees, staff and volunteers from any appearance of wrongdoing by managing any real or possible conflicts of interest.

Declaring Conflicts of Interest

Trustees, staff and volunteers must declare any conflicts of interest as soon as they come up. Trustees must inform the Chair of the Board and staff and volunteers must inform their managers.

As well as this, trustees and senior staff will fill in a Declaration of Interests form at the start of each financial year, which will be recorded in the Register of Interests. If you have a significant change in your interests during the course of the year, you must make sure to update your entry in the Register of Interests as soon as you can.

It's better to be safe than sorry, so if you are not sure what to declare, or if your declaration needs to be updated, contact the Chair of the Board for guidance, or your manager in the case of staff or volunteers.

Who has access to the Register of Interests?

The Chair of the Board, Artlink's Director, our external auditors and statutory bodies including HMRC and OSCR will have access to the Register.

Data protection

Any information you give us will be dealt with in line with Artlink's Data Protection Policy. It will be used only to make sure that trustees, Staff and volunteers act in the best interests of Artlink and will not be used for any other purpose.

What to do if you face a conflict of interest

If you realise you have a conflict of interest or think you may have a possible conflict of interest, you must:

- Declare the interest as soon as you can. For example, if you realise that the Board is set to discuss something and you have a conflict of interest then you must declare your interest at the beginning of the meeting, or as soon as you become aware that you may have a conflict of interest.
- Not take part in any discussion or decision relating to the conflict.

Because of the kind of organisation Artlink is, there will always be trustees, staff or volunteers who also use our services, or care for someone who uses our services. This is a strength of our organisation and we deliberately encourage this.

So that we can manage these situations properly, we make a distinction between direct and indirect conflicts of interest.

A direct conflicts of interest, directly affects the service that you, or a person you care for, receives from Artlink. An indirect interest is one where the benefit is universal to all users, or where the benefit to you personally is not significant.

Even if your interest is only indirect, you must still declare it and the Chair, or your manager, will decide if it is going to be a problem and, if so, how to deal with it.

If you only have an indirect conflict of interest to do with something being discussed at a Board meeting, you may still be able to take part in discussions if the Chair agrees. If this is the case, then this must be minuted.

If you have a direct conflict of interest, the Chair may still ask you to contribute information. However, you cannot take part in discussions or votes or attempt to influence a decision the Board has to make. In particular, you must leave the meeting while any vote is taking place.

If the Board has to make a decision on a question in which a trustee or member of staff has an interest, the decision must be put to a vote. The Meeting must be quorate and no-one with an interest in the decision can count towards the quorum and they cannot take part in any discussion or vote. All decisions under a conflict of interest will be recorded by the person taking the minutes of the meeting. The minutes will record:

- What the conflict is and whether it is a direct or indirect conflict;
- An outline of the discussion;
- The actions taken to manage the conflict.

Where a trustee benefits from the decision, this will be reported in the annual report and accounts in accordance with the current Charities Statement of Recommended Practice.

All payments or benefits in kind to trustees will be reported in the charity's accounts and annual report, with amounts for each trustee listed for the year in question.

If a member of staff is connected to someone involved in the supply of a service or product to Artlink, this information will be fully disclosed in the annual report and accounts.

11.9 Anti-bribery

Artlink is committed to the highest standards of ethical conduct and integrity in its business activities in the UK and overseas. This policy outlines Artlink's position on preventing and prohibiting bribery, in accordance with the Bribery Act 2010. Artlink will not tolerate any form of bribery by, or of, its employees, agents or consultants or any person or body acting on its behalf. Senior management is committed to implementing effective measures to prevent, monitor and eliminate bribery.

Scope of this Policy

This policy applies to all employees, volunteers and officers of Artlink, and to temporary employees, consultants, contractors, agents and subsidiaries acting for, or on behalf of, Artlink ("associated persons") within the UK and overseas. Every employee and associated person acting for, or on behalf of, Artlink is responsible for maintaining the highest standards of business conduct. Any breach of this policy is likely to constitute a serious disciplinary, contractual and criminal matter for the individual concerned and may cause serious damage to the reputation and standing of Artlink.

Artlink may also face criminal liability for unlawful actions taken by its employees or associated persons under the Bribery Act 2010. All employees and associated persons are required to familiarise themselves and comply with this policy, including any future updates that may be issued from time to time by Artlink.

Bribery Act 2010

Artlink is committed to complying with the Bribery Act 2010 in its business activities in the UK and overseas.

Under the Bribery Act 2010, a bribe is a financial or other type of advantage that is offered or requested with the:

- intention of inducing or rewarding improper performance of a function or activity; or
- knowledge or belief that accepting such a reward would constitute the improper performance of such a function or activity.

A relevant function or activity includes public, state or business activities or any activity performed in the course of a person's employment, or on behalf of another organisation or individual, where the person performing that activity is expected to perform it in good faith, impartially, or in accordance with a position of trust.

A criminal offence will be committed under the Bribery Act 2010 if:

- an employee or associated person acting for, or on behalf of, Artlink offers, promises, gives, requests, receives or agrees to receive bribes; or
- an employee or associated person acting for, or on behalf of, Artlink offers, promises or gives a bribe to a foreign public official with the intention of influencing that official in the performance of their duties (where local law does not permit or require such influence); and
- Artlink does not have the defence that it has adequate procedures in place to prevent bribery by its employees or associated persons.

All employees and associated persons are required to comply with this policy, in accordance with the Bribery Act 2010.

What is prohibited?

Artlink prohibits employees or associated persons from offering, promising, giving, soliciting or accepting any bribe. The bribe might be cash, a gift or other inducement to, or from, any person or organisation, whether a public or government official, official of a state-controlled industry, political party or a private person or organisation, regardless of whether the employee or associated person is situated in the UK or overseas. The bribe might be made to ensure that a person or organisation improperly performs duties or functions (for example, by not acting impartially or in good faith or in accordance with their position of trust) to gain any commercial, contractual or regulatory advantage for Artlink in either obtaining or maintaining organisation business, or to gain any personal advantage, financial or otherwise, for the individual or anyone connected with the individual.

This prohibition also applies to indirect contributions, payments or gifts made in any manner as an inducement or reward for improper performance, for example through consultants, contractors or sub-contractors, agents or sub-agents, sponsors or sub-sponsors, joint-venture partners, advisors, customers, suppliers or other third parties.

Records

Employees and, where applicable, associated persons, are required to take particular care to ensure that all organisation records are accurately maintained in relation to any contracts or business activities, including financial invoices and all payment transactions with service users, suppliers and public officials.

Due diligence should be undertaken by employees and associated persons prior to entering into any contract, arrangement or relationship with a potential supplier of services, agent, consultant or representative.

Employees and associated persons are required to keep accurate, detailed and up-to-date records of all corporate hospitality, entertainment or gifts accepted or offered.

Corporate entertainment, gifts, hospitality and promotional expenditure

Principle

Artlink permits corporate entertainment, gifts, hospitality and promotional expenditure that is undertaken:

- for the purpose of establishing or maintaining good business relationships;
- to improve the image and reputation of Artlink; or
- to present Artlink's services effectively;

provided that it is:

- arranged in good faith, and
- not offered, promised or accepted to secure an advantage for Artlink or any of its employees or associated persons or to influence the impartiality of the recipient.

Artlink will authorise only reasonable, appropriate and proportionate entertainment and promotional expenditure.

This principle applies to employees and associated persons, whether based in the UK or overseas.

Procedure

Employees and, where relevant, associated persons should submit requests for proposed hospitality and promotional expenditure well in advance of proposed dates to your line manager.

Employees are required to set out in writing:

- the objective of the proposed service user entertainment or expenditure;
- the identity of those who will be attending;
- the company that they represent; and
- details and rationale of the proposed activity.

Artlink will approve business entertainment proposals only if they demonstrate a clear business objective and are appropriate for the nature of the business relationship. Artlink will not approve business entertainment where it considers that a conflict of interest may arise or where it could be perceived that undue influence or a particular business benefit was being sought (for example, prior to a tendering exercise).

Any gifts, rewards or entertainment received or offered from service users, public officials, suppliers or other business contacts should be reported immediately to the employee's line manager. In certain circumstances, it may not be appropriate to retain such gifts or be provided with the entertainment and employees and associated persons may be asked to return the gifts to the sender or refuse the entertainment, for example, where there could be a real or perceived conflict of interest. As a general rule, small tokens of appreciation, such as flowers or a bottle of wine, may be retained by employees.

If an employee or associated person wishes to provide gifts to suppliers, service users or other business contacts, prior written approval from their line manager is required, together with details of the intended recipients, reasons for the gift and business objective. These will be authorised only in limited circumstances.

Employees and, where applicable, associated persons must supply records and receipts, in accordance with Artlink's expenses policy.

Charitable and political donations

Artlink does not make donations to any political parties/charities. Employees and associated persons are not permitted to make any charitable and political donations to organisations on behalf of Artlink.

What practices are permitted?

This policy does not prohibit:

- normal and appropriate hospitality and entertainment with service users; and
- the use of any recognised fast-track process that is publicly available on payment of a fee.

Any such practices must be proportionate, reasonable and made in good faith. Clear records must be kept.

Risk management

Principle

Artlink has established detailed risk management procedures to prevent, detect and prohibit bribery. Artlink will conduct risk assessments for each of its key business activities on a regular basis and, where relevant, will identify employees or officers of Artlink who are in positions where they may be exposed to bribery.

Procedure

Artlink will identify high-risk areas, for example projects undertaken in high-risk countries, tenders for work and those working on high-value projects.

Artlink will:

- regularly monitor "at risk" employees and associated persons;
- regularly communicate with "at risk" employees and associated persons;
- undertake extensive due diligence of third parties and associated persons; and
- communicate its zero-tolerance approach to bribery to third parties, including actual and prospective customers, suppliers and joint-venture partners.

Reporting suspected bribery

Principle

Artlink depends on its employees and associated persons to ensure that the highest standards of ethical conduct are maintained in all its business dealings. Employees and associated persons are requested to assist Artlink and to remain vigilant in preventing, detecting and reporting bribery.

Employees and associated persons are encouraged to report any concerns that they may have to the Director as soon as possible.

Issues that should be reported include:

- any suspected or actual attempts at bribery;
- concerns that other employees or associated persons may be being bribed; or
- concerns that other employees or associated persons may be bribing third parties, such as service users or government officials.

Procedure

A form is available from the Administrative Coordinator to allow employees to record any incidents of suspected bribery. Any such reports will be thoroughly and promptly investigated by the Director in the strictest confidence. Employees and associated persons will be required to assist in any investigation into possible or suspected bribery.

Employees will also be required to comply with Artlink's whistleblowing policy.

Employees or associated persons who report instances of bribery in good faith will be supported by Artlink. Artlink will ensure that the individual is not subjected to detrimental treatment as a consequence of their report. Any instances of detrimental treatment by a fellow employee because an employee has made a report will be treated as a disciplinary offence. An instruction to cover up wrongdoing is itself a disciplinary offence. If told not to raise or pursue any concern, even by a person in authority such as a Board Member or Director, employees and associated persons should not agree to remain silent.

Action by Artlink

Artlink will fully investigate any instances of alleged or suspected bribery. Employees suspected of bribery may be suspended from their duties while the investigation is being carried out. Artlink will invoke its disciplinary procedures where any employee is suspected of bribery, and proven allegations may result in a finding of gross misconduct and immediate dismissal. Artlink may terminate the contracts of any associated persons, including consultants or other employees who act for, or on behalf of, Artlink who are found to have breached this policy.

Artlink may also report any matter to the relevant authorities, including the Manager or supervisor of Public Prosecutions, Serious Fraud Office, Revenue and Customs Prosecutions Office and the police. Artlink will provide all necessary assistance to the relevant authorities in any subsequent prosecution.

Review of Procedures and Training

Artlink will regularly communicate its anti-bribery measures to employees and associated persons. Artlink will set up training sessions where applicable.

Artlink will monitor and review the implementation of this policy and related procedures on a regular basis, including reviews of internal financial systems, expenses, corporate hospitality, gifts and entertainment policies.

Employees and those working for, or on behalf of, Artlink are encouraged to contact their line manager with any suggestions, comments or feedback that they may have on how these procedures may be improved.

Artlink reserves the right to amend and update this policy as required. For the avoidance of doubt, this policy does not form part of employees' contracts of employment.

12. Equality, Diversity and Dignity at Work

Artlink recognises that providing equality of opportunity, valuing diversity and promoting a culture of inclusion are vital to our success.

Artlink's commitment

Artlink is committed to creating a culture that respects and values each other's differences, that promotes dignity, equality and diversity and that supports you to develop and maximise your true potential.

Artlink is committed to providing equal opportunities for everyone who is involved with us.

Artlink is committed to creating a work environment free of harassment and bullying, where everyone is treated with dignity and respect.

This policy is intended to assist Artlink to put these commitments into practice. You are responsible for the promotion and advancement of this policy. Behaviour, actions or words that transgress the policy will not be tolerated and will be dealt with in line with Artlink's disciplinary policy.

The law

It is unlawful to discriminate directly or indirectly in recruitment or employment because of age, disability, sex, gender reassignment, pregnancy, maternity, race (which includes colour, nationality and ethnic or national origins), sexual orientation, religion or belief, or because someone is married or in a civil partnership. Artlink will not discriminate because of any other irrelevant factor and will build a culture that values meritocracy, openness, fairness and transparency.

Discrimination after someone has ceased to work with or for us may also be unlawful, e.g. refusing to give a reference for a reason related to one of the protected characteristics.

Subject to limited exceptions in some circumstances for religion or belief and sexual orientation, it is unlawful to discriminate directly or indirectly, harass or victimise a member of the public based on any of the protected characteristics in the provision of services or goods. It is unlawful to fail to make reasonable adjustments to overcome barriers to using services caused by disability. The duty to make reasonable adjustments includes the removal, adaptation or alteration of physical features, if the physical features make it impossible or unreasonably difficult for disabled people to make use of services. In this context, disability may not just be about a physical attribute but may take the form of making adjustments for dyslexic or autistic employees.

In addition, service providers have an obligation to think ahead and address any barriers that may impede disabled people from accessing a service.

Types of unlawful discrimination

Direct discrimination is where a person is treated less favourably than another because of a protected characteristic. An example of direct discrimination would be refusing to employ a woman because she is pregnant.

In limited circumstances, employers can directly discriminate against an individual for a reason related to any of the protected characteristics where there is an occupational requirement. The occupational requirement must be crucial to the post and a proportionate means of achieving a legitimate aim.

Indirect discrimination is where a provision, criterion or practice is applied that is discriminatory in relation to individuals who have a relevant protected characteristic (although it does not explicitly include pregnancy and maternity, which is covered by indirect sex discrimination) such that it would be to the detriment of people who share that protected characteristic compared with people who do not, and it cannot be shown to be a proportionate means of achieving a legitimate aim.

Associative discrimination is where an individual is directly discriminated against or harassed for association with another individual who has a protected characteristic (although it does not cover harassment because of marriage and civil partnership, and pregnancy and maternity).

Perceptive discrimination is where an individual is directly discriminated against or harassed based on a perception that they have a particular protected characteristic when they do not, in fact, have that protected characteristic (other than marriage and civil partnership, and pregnancy and maternity).

Victimisation occurs where you are subjected to a detriment, such as being denied a training opportunity or a promotion because you have made or supported a complaint or raised a grievance under the Equality Act 2010, or because you are suspected of doing so. However, you are not protected from victimisation if you acted maliciously or made or supported an untrue complaint. There is no longer a need for a complainant to compare your treatment with someone who has not made or supported a complaint under the Equality Act 2010. For example, if a blind employee raises a grievance that the employer is not complying with its duty to make reasonable adjustments, and is then systematically excluded from all meetings, such behaviour could amount to victimisation.

Failure to make reasonable adjustments is where a physical feature or a provision, criterion or practice puts a disabled person at a substantial disadvantage compared with someone who does not have that protected characteristic and Artlink has failed to make reasonable adjustments to enable the disabled person to overcome the disadvantage.

Equal opportunities in employment

Artlink will avoid unlawful discrimination in all aspects of employment including recruitment, promotion, opportunities for training, pay and benefits, discipline and selection for redundancy.

Person and job specifications will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment or promotion will be assessed objectively against the requirements for the job, taking account of any reasonable adjustments that may be required for candidates with a disability. Disability and personal or home commitments will not form the basis of employment decisions except where necessary.

Artlink will consider any possible indirectly discriminatory effect of its standard working practices, including the number of hours to be worked, the times at which these are to be worked and the place at which work is to be done, when considering requests for variations to these standard working practices and will refuse such requests only if Artlink considers it has good reasons, unrelated to any protected characteristic, for doing so. Artlink will comply with its obligations in relation to statutory requests for contract variations. Artlink will also make reasonable adjustments to its standard working practices to overcome barriers caused by disability.

Dignity at work

Some harassment is unlawful discrimination and serious harassment may be a criminal offence.

Bullying is offensive, intimidating, malicious or insulting behaviour, and/or an abuse or misuse of power that is meant to undermine, humiliate or injure the person on the receiving end. Examples of bullying would include picking on someone or setting them up to fail or making threats or comments about someone's job security without good reason.

Harassment is unwanted conduct related to relevant protected characteristics, which are sex, gender reassignment, race (which includes colour, nationality and ethnic or national origins), disability, sexual orientation, religion or belief and age, that:

- has the purpose of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person; or
- is reasonably considered by that person to have the effect of violating their dignity or of creating an intimidating, hostile, degrading, humiliating or offensive environment for them, even if this effect was not intended by the person responsible for the conduct.

A single incident can be harassment if it is sufficiently serious.

Service Users, Suppliers and other People not Employed by Artlink

Artlink will not discriminate unlawfully against individuals using or seeking to use goods, facilities or services provided by Artlink.

You should report any bullying, harassment or other inappropriate behaviour by service users, suppliers, visitors or others to your line manager who will take appropriate action.

Training

Artlink will provide training in equality and diversity to all likely to be involved in recruitment or other decision making where equality and diversity issues are likely to arise.

Artlink will provide training to all existing and new employees and others engaged to work at Artlink to help them understand their dignity at work and diversity rights and responsibilities. Artlink will provide additional training to managers to enable them to deal more effectively with complaints of bullying and harassment.

Management

The membership of the Board of Artlink will reflect Artlink's commitment to equal opportunities and seek representation relevant to the stated aims of Artlink. Any decision-making structure within Artlink will aim to ensure equal representation in keeping with Artlink's stated aims.

Your Responsibilities

You are required to assist Artlink to meet its commitment to provide equality in employment and avoid unlawful discrimination.

You can be held personally liable as well as, or instead of, Artlink for any act of unlawful discrimination. If you commit serious acts of harassment you may be guilty of a criminal offence.

Acts of discrimination, harassment, bullying or victimisation against colleagues and service users are disciplinary offences and will be dealt with under Artlink's disciplinary procedure. Discrimination, harassment, bullying or victimisation may constitute gross misconduct and could lead to dismissal without notice.

Grievances

If you consider that you may have been unlawfully discriminated against or have been bullied or harassed, you may use Artlink's grievance procedure to make a complaint. In the case of grievances about bullying or harassment, the normal grievance procedure is modified so that you can choose whether to raise your grievance with your line manager or with another manager. Artlink will take any complaint seriously and will seek to resolve any grievance that we uphold. You will not be penalised for raising a grievance, even if the grievance is not upheld, unless your complaint is both untrue and made in bad faith.

Use of Artlink's grievance procedure does not affect an employee's right to make a complaint to an employment tribunal.

Action Plan

Artlink aims to be an organisation which eliminates discrimination and encourages diversity and our Equalities and Diversity Policy states clearly our commitment to improving our equalities and diversity performance. The aim of the action plan is to outline the steps necessary to realise our policy goals. The action plan can be found at the Artlink office.

13. Business Etiquette

Artlink commits to building and maintaining a respectful workplace, where all employees, managers, service users, suppliers and any other contacts of Artlink can enjoy an environment in which the dignity and self-respect of every person is valued.

This requires the cooperation and support from all concerned and everyone has a responsibility to set a positive example and behave in a manner which will not offend, embarrass or humiliate others, whether deliberate or unintentional.

You can expect to be treated respectfully in the workplace. You have the responsibility to refrain from participating in behaviour that is, or could be perceived to be disrespectful in nature.

Individual Responsibilities

- Always maintain courteous conduct.
- Maintain mutual respect, fairness and equality.
- Establish and maintain positive communication between people.
- Establish and maintain collaborative working relationships.
- Recognise and refrain from actions that offend, embarrass or humiliate others, whether unintentional or deliberate.
- Do not make allegations of disrespectful behaviour that are frivolous or vindictive.
- Make every effort to resolve workplace issues, where possible in an informal and constructive manner.

Disrespectful Behaviour

- Offensive or inappropriate remarks, gestures, material or behaviour;
- Inappropriate jokes or cartoons including racial or ethnic slurs;
- Grouping or isolating (example: on race or ethnic origin);
- Yelling or swearing, being or perceived as being aggressive towards others;
- Belittling, "picking on" someone or setting them up to fail;
- Reprimanding in the presence of others;
- Aggressive or patronising behaviour;
- Embarrassing or humiliating behaviour;
- Discrimination as defined under human rights legislation;
- Sexual harassment;
- Damaging gossip or rumours;
- Unwarranted physical contact;
- Covert behaviour, i.e. inappropriately withholding information, deliberate undermining of a fellow employee, underhandedness;
- Sharing personal information without consent.

This policy applies to Artlink itself as well as to activities connected with Artlink such as travel, conferences or training courses, work related social gatherings etc. It applies to relationships and interactions between employees and service users, suppliers and other contacts of Artlink.

Management Responsibility

Managers are responsible for immediately acting upon any situation involving disrespectful behaviour and will:

- Recognise and address actions that offend, embarrass or humiliate others, whether deliberate or unintentional;
- Treat each situation as a serious matter;
- Manage the situation towards a resolution between the parties if possible, with a view to correcting behaviour and preserving long term working relationships;
- Safeguard against further incidents and will progress any serious issues via the appropriate disciplinary or grievance channels as necessary.

14. Disciplinary Procedure

Artlink need a disciplinary procedure to make sure that the work we do is safe and effective. We will follow this disciplinary procedure if we believe or suspect that you have done, or failed to do, something which affects our ability to work in this way.

This procedure is separate from procedures under Section 30 of this manual, which deals with capability.

These are some examples of things you may do, or fail to do, which may result in disciplinary action:

- persistent bad timekeeping;
- unauthorised absence;
- damage to our property;
- failure to follow our policies and procedures
- abusive behaviour;
- refusal to follow reasonable instructions
- poor attendance;
- data protection breaches or misuse of information that we hold.

The above are considered to be misconduct, but there are more serious actions which you may take, or fail to take which are considered to be gross misconduct. Whether we consider something you have done, or failed to do, to be misconduct or gross misconduct, will determine how we will apply this disciplinary procedure.

For further explanation of gross misconduct, see below.

Please note that this procedure contains a number of time limits. We may agree with you to vary any of these.

Investigation

If we believe or suspect that you have done, or failed to do, something which amounts to misconduct or gross misconduct, the first thing we will do is to hold an investigation. This will usually be carried out by your manager. You will be told that the investigation is taking place as soon as possible and we will also tell you when the investigation has been completed and the result of that investigation.

If the investigation clearly shows that there has been no misconduct, then the matter will end there.

As part of an investigation, we may need to interview you. This is separate from any eventual disciplinary hearing, and we will make that clear.

We may decide to suspend you, with pay, while the investigation is underway. This may be because of, for example, the nature or severity of the matter being investigated, or the possibility of evidence being contaminated.

Disciplinary Action

If, after investigation, we have reasonable grounds to believe that there has been misconduct or gross misconduct, you will be asked to attend a disciplinary hearing with your line manager or the Director.

If we decide to hold a disciplinary hearing, then we will:

- give you a minimum of five full working day written notice of the hearing;
- tell you the purpose of the hearing and explain the procedure;
- explain your right to be accompanied (see The role of chosen companion);
- give you written details of the nature of the alleged misconduct, or gross misconduct;
- not less than one working day before the hearing, provide you with all relevant information, including any statements we have taken from fellow workers or others which have a bearing on the matter.

If you are unable to attend a disciplinary hearing and provide a good reason for failing to attend, the hearing will be adjourned to another day. We will give a minimum of five working days above in respect of giving notice of the rearranged hearing. Unless there are special circumstances mitigating against it, if you are unable to attend the rearranged hearing, the rearranged hearing will take place in your absence. If this happens, with your agreement, your chosen companion may attend the hearing in your place. You may also make a written submission.

If your chosen companion is not available at the time proposed for a disciplinary hearing or appeal, you can propose an alternative time within five working days of the original date.

The Role of Chosen Companion

You have the right to be accompanied by a chosen companion. You are free to choose anyone who is willing to accompany you and who is not involved in the disciplinary in any other way. If you are a member of a recognised trade union, we will automatically notify your union representative if we initiate the disciplinary procedure against you.

If your chosen companion also works for us, then they will be given time off with pay for the disciplinary hearing and any appeal.

At any hearing or appeal your chosen companion can:

- address the hearing on your behalf;
- respond on your behalf to any view expressed in the hearing;
- confer with you during the hearing;
- sum up the case on your behalf.

What they cannot do is answer any questions put to you directly by the person conducting the hearing or appeal.

If your chosen companion is not available at the time proposed for the grievance hearing or appeal, you can propose an alternative time within five working days of the original date.

The Disciplinary Hearing

A disciplinary hearing will normally be conducted by your line manager and/or the Director.

You will be entitled to a full explanation of the case against you and be informed of the content of any statements provided by witnesses. You will be able to call your own witnesses. You will be able to set out your case and answer any allegations. You will be given a reasonable opportunity to ask questions, present evidence and call relevant witnesses. You will also be given the opportunity to raise points about any information provided by witnesses.

We will give you notice if we are going to call witnesses and you must give us notice if you intend to do the same.

We may decide that it is necessary to adjourn the hearing, for example, if it becomes clear that further investigation needs to take place.

If such further investigation discovers new relevant information, then we will make sure that you and your chosen companion have time to consider it before the hearing is reconvened.

We will inform you in writing of the decision as soon as possible after the disciplinary hearing. We will also inform you what disciplinary action, if any, we propose to take and your right of appeal.

Types of Disciplinary Action

If a disciplinary hearing decides that there has been misconduct, then we may take the following disciplinary actions:

Verbal Warning

If the misconduct was relatively minor, we may give you a written verbal warning.

The verbal warning will state how long the warning will remain "live." While the warning remains live, any further misconduct may lead to further disciplinary action, as outlined below.

First Written Warning

Where the misconduct is more serious, or if there has been further minor misconduct while a verbal warning is still live, we will give you a first written warning. This warning will:

- describe the misconduct;
- state that further misconduct by you is liable to result in further disciplinary action under this procedure;
- state the length of time the warning will remain live. Unlike the live period of a verbal warning, at the end of the live period of a written warning, the warning will be reviewed and we may decide to extend it; inform you of your right to appeal.

Final Written Warning

If you have been given a first written warning which remains live and there is further misconduct, or if the misconduct is so severe that it could lead to your instant dismissal (called gross misconduct), but after due consideration we decide that a lesser penalty is appropriate, we may give you a final, or combined first and final, written warning.

Such a warning will:

- describe the misconduct or gross misconduct;
- inform you that further misconduct is likely to result in your dismissal; and
- inform you of your right to appeal.

Dismissal

If you have been given a final written warning which remains live and a disciplinary hearing finds that you have committed further misconduct, not amounting to gross misconduct, it may decide to dismiss you with notice or with pay in lieu of notice.

If a hearing decides that you have committed gross misconduct, then it may decide to dismiss you without notice.

Other Types of Disciplinary Action

If a hearing decides to give you a final written warning, it may also decide that you are to be suspended without pay.

A hearing may also decide to suspend you as an alternative to dismissal.

Length of Time the Warning will Remain "Live"

The usual time limits will be:

- verbal warning 3 months.
- first written warning 6 months.
- final written warning 12 months.

When the time limit is reached, the warning will usually expire. However, we may decide that it is necessary to extend the time limit after review.

Expired Warnings

When a warning expires it will remain in your personnel record. It may be taken into consideration in the event of future misconduct, for example, to establish patterns of behaviour, or your awareness of particular policies and procedures.

We will not keep other documentation relating to the disciplinary proceedings after a warning has expired, unless there is good reason to do so.

Where an appeal lies against a dismissal, the decision to dismiss will have had immediate effect and, therefore, if the dismissal is by notice, the period of notice will already have commenced on the date that the decision was given. If the decision was to dismiss the employee summarily without notice, the organisation will be under no obligation to reinstate or pay the employee for any period between the date of the original dismissal and the appeal decision and the original date of termination will stand. In the event that the decision to dismiss is overturned, you will be reinstated with immediate effect and will be paid for any period between the date of the original dismissal and the successful appeal decision, and your continuous service will not be affected.

Appeal

You may appeal against any disciplinary sanction imposed against you with the exception of an informal verbal warning. The appeal will be heard by the Board of Directors and one other Board member who, will act impartially during the appeal process. We are obliged to consider any representations made by the employee and the employee's fellow employee or trade union official. We must decide on the basis of the representations made, together with any subsequent facts that may have come to light, whether or not to uphold the disciplinary sanction. In the event that Artlink finds for you we will allow the appeal and will remove all records of the disciplinary sanction from your record. In the event that Artlink does not accept the representations made by you or on your behalf they will uphold the disciplinary sanction.

When lodging an appeal, you should state:

- the grounds of appeal; and
- whether you are appealing against the finding that you have committed the alleged act or acts of misconduct, or against the level of disciplinary sanction i

You must make an appeal in writing within 5 working days of being informed of the decision of the hearing. The appeal should be submitted to the Board of Directors.

Wherever possible, we will hold appeal hearings within 10 working days of receipt of your written notice of appeal.

Following the appeal meeting, we will inform you in writing of its outcome within five working days.

The outcome of the appeal will be final.

Gross Misconduct

Gross misconduct is misconduct of such a serious and fundamental nature that it breaches the contractual relationship between the employee and the organisation. If you commit an act of gross misconduct, we will be entitled to terminate summarily your contract of employment without notice or pay in lieu of notice.

Matters that we view as amounting to gross misconduct include (but are not limited to):

- stealing from us, other workers, our service users, or members of the public;
- other offences of dishonesty;
- falsification of a qualification that is a stated requirement of your employment or results in your financial gain;
- falsification of records, reports, accounts, expense claims or absence forms, whether or not for personal gain;
- sexual misconduct at work;
- fighting with or physical assault on other workers, our service users, or members of the public;
- deliberate damage to or misuse of Artlink property.
- serious damage to Artlink property;
- drunkenness or being under the influence of illegal drugs while at work;
- possession, custody or control of illegal drugs on Artlink premises;
- serious breach of our policies and procedures, including, but not restricted to, health and safety rules and rules on computer use;
- gross negligence;
- conviction on a criminal offence that is relevant to your employment;
- conduct which could lead to considerable financial loss to Artlink;
- conduct that brings our name into disrepute; and
- discrimination or harassment of a fellow worker on the grounds of sex, sexual orientation, race, disability, age or religion or belief.

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

15. Capability – Performance Review

This procedure runs parallel with, but is not part of, the disciplinary procedure. Artlink recognises that poor job performance and incapability should not be treated as "disciplinary offences".

Supported Performance Improvement

Your line manager will investigate the cause of your poor performance. Causes could include lack of skills, inadequate training, lack of support staff, tools or other resources, lack of communication or problematic working relationships. The line manager carrying out these initial discussions will give you factual examples of your unsatisfactory performance and you will be asked for your explanation, which will subsequently be followed up and checked where appropriate.

Where the reason for unsatisfactory performance is lack of the required skills, you will, where practicable, be assisted through training and be given reasonable time to reach the required standard of performance. If it is a question of lack of support staff, tools or other resources or facilities, attention should be paid to this and assistance provided if appropriate.

Formal Warnings

Where, despite support, you are unable to reach the required standard of performance, the consequences of any failure to meet this standard will be explained to you in writing.

This will take the form of the following.

Stage one - recorded verbal warning

You will be fully informed of the precise nature of the poor performance, the level of improvement required and the time limit for achieving that improvement, review periods during the currency of the warning, the consequences of failure to achieve or maintain the improvement and the length of time the warning will remain "live" on your file.

Stage two - first written warning

If there is no improvement or insufficient improvement after a stage one warning, or if improvement is not maintained for the period stated in the stage one warning, you will be given a first written warning setting out the details as outlined above in the verbal warning.

Stage three - final written warning

If there is no improvement or insufficient improvement after a stage two warning, or if improvement is not maintained for the period stated in the stage two warning, you will be given a final written warning setting out the details as outlined above in the verbal warning. The stage three warning will include a statement that a failure to improve to the required standard is likely to result in dismissal.

Length of time the warning will remain "live"

Verbal warnings will normally have a time limit of 3 months, and first written warnings have a time limit of 6 months, while the time limit for a final written warning will normally be 12 months. After the relevant period of time, Artlink will disregard the warning but retain it on your record. In each case, Artlink will specify the length of time that the warning will remain "live", but reserves the right to extend the time period in appropriate circumstances.

Stage four - dismissal

If there is still no improvement or insufficient improvement after a stage three warning, or if improvement has not been maintained for the period stated above, you will normally be dismissed with notice or pay in lieu. Alternatively, at Artlink's entire discretion, alternative work elsewhere in Artlink may be offered to you if any suitable posts are available.

Appeal

The same appeals procedure as set out in Artlink's disciplinary procedure will be used.

Right to be accompanied at formal meetings

You have the right to be accompanied by a chosen companion. You are free to choose anyone who is willing to accompany you and who is not involved in the disciplinary in any other way. If you are a member of a recognised trade union, we will automatically notify your union representative if we initiate the disciplinary procedure against you.

If your chosen companion also works for us, then they will be given time off with pay for the disciplinary hearing and any appeal.

Internal promotions

Where you are promoted, the consequences of failing to meet the necessary standards of performance for the new post should be clearly and fully explained to you at the time the promotion is offered. In some cases, you will be promoted on the basis of a probationary period in the new job, with the condition that Artlink has the right to transfer or downgrade you should you fail to satisfy your immediate line manager that you are competent in the promoted post. In other cases, you will remain on the same grade and salary for the duration of the probationary period and will receive an "acting up" allowance during such time. If the probationary period is not confirmed, you will not transfer to the higher grade.

16. Grievance Procedure

We believe that we should treat everyone who works for or with us fairly and with due consideration and that this should be reflected in the general conditions in which you work and by the way you are managed or supervised.

However, situations can arise where something goes wrong, and it is in everyone's interests to address these quickly and effectively. This is what this grievance procedure is for.

Grievances can be about a wide range of issues, including how work has been allocated, your working environment or conditions, your opportunities for career development or the way in which you have been managed.

If you have a complaint about how one of your fellow workers has acted or is acting, this is not a grievance and can only be dealt with through the disciplinary procedure if it cannot be dealt with through support and supervision.

What to do when things have gone wrong

Your first recourse will be to raise any matter with your line manager or supervisor through support and supervision. This is called an informal grievance.

However, we recognise that it may not be possible to address issues through your normal support and supervision. Reasons for this may include:

- You have already tried to address an issue through support and supervision, and it has not worked.
- Your grievance may be with your manager, and you may not feel comfortable raising a particular issue with them.

If this is the case, then you can instead raise a formal grievance.

Mediation

We realise that a formal grievance procedure can be a stressful and upsetting experience for everyone involved. For this reason, if it seems to us that the best way to deal with your grievance would be mediation by a third party and you agree, then we will set this up.

You may also suggest mediation as an appropriate way of dealing with your grievance and, if we agree, we will set this up.

The mediator will discuss the content of your grievance with everyone involved and attempt to reach a solution.

If you are not satisfied with the results of mediation, then you may continue with your formal grievance.

The Various Stages of a formal Grievance

Raising a Formal Grievance

You must put your grievance in writing.

It is really important that you set out clearly what your grievance is about and what outcome you are looking for, because this will be the basis of the whole procedure. If your written statement is not clear, you may be asked to clarify some points before the procedure can continue.

You must head your written statement "formal grievance" and submit it to your line manager. If your line manager is the subject of the grievance, then submit your grievance to the Director. If the Director is themselves the subject of the grievance, then submit your grievance to the Chair of the Board of Directors.

Even at this stage it may be possible to deal with your grievance informally, but, if this happens and you are not satisfied with the outcome, you can insist on it being treated as a formal grievance.

Information gathering

We may need to investigate the facts surrounding your grievance before we can hold a hearing. You are entitled to have your grievance kept confidential, but you must understand that this may hamper our ability to investigate and, therefore, to deal with your grievance. We may still speak with other people who are involved, but we will do this without identifying you.

We will give you a copy of the findings of any investigation at least five working days before the date of the hearing.

In exceptional circumstances, the evidence given by some individuals may have to remain confidential. If this is the case, you will be told and you will be given a summary of the evidence gathered.

Grievance Hearing

The hearing will take place as soon as is reasonably practicable. This will be within five working days of us receiving your written grievance. If we need to carry out investigations before the hearing, then the five days will start running when the investigation is completed.

The person conducting the hearing will usually be the person to whom you submitted your grievance. A senior manager or Board member, as appropriate, may also take part.

You have the right to be accompanied at the meeting. This is explained at point 6 below.

At the meeting, you will be asked to explain the nature of your complaint and what action you feel should be taken to resolve it. At this point, we may need to adjourn the meeting to carry out further investigations.

You should make every effort to attend the hearing at the agreed time. If you do not attend and give no explanation, or if it appears that you have not made sufficient attempts to attend, the hearing may take place without you.

If you are unable to attend because of circumstances beyond your control, you should let the person conducting the hearing know as soon as possible and the hearing will be rearranged to another day. We will give a minimum of five working days in respect of giving notice of the rearranged hearing. Unless there are special circumstances mitigating against it, if you are unable to attend the rearranged hearing, the rearranged hearing will take place in your absence. If this happens, with your agreement, your chosen companion may attend the hearing in your place. You may also make a written submission. If your chosen companion is not available at the time proposed for hearing you can propose an alternative time within five working days of the original date.

While you will be given every opportunity to explain your case fully, the person conducting the hearing can only take into consideration matters which are relevant and timely. The person conducting the hearing will let you know if they think that the discussion is straying too far from the issue at hand.

Conclusion

Following the grievance hearing, we will do our best to let you know, in writing, the findings and any action we propose to take within seven working days.

Appeal

If you are not satisfied with the outcome, you may appeal.

You must appeal in writing. You should address your appeal to the Director, unless it was they who heard your initial grievance, in which case you should appeal to the Chair of the Board of Directors.

The appeal must state clearly the grounds of the appeal. The only grounds on which you can appeal are:

- You believe the decision made is not supported by the evidence.
- You believe that the action proposed to be taken is not adequate.

We will try our best to conduct appeal hearings within 10 working days of our receiving your written notice of appeal.

You should make every effort to attend the appeal at the agreed time. If you are unable to attend because of circumstances beyond your control, you should let the person conducting the hearing know as soon as possible. If you fail to attend without explanation, or if it appears that you have not made sufficient attempts to attend, the hearing may take place without you.

The appeal hearing will be conducted by the Chair of the Board and another Board member, who was not involved in the initial hearing.

Appeals are not a re-run of the original grievance. They can only look at whether the conclusions drawn were supported by the evidence presented and whether the actions proposed to be taken are appropriate.

Following the appeal hearing, we will do our best to let you know, in writing, the result within seven working days.

The outcome of the appeal will be final.

Withdrawing your Grievance

You may withdraw your grievance at any time. If you do so, you should be aware that we may need to investigate some, or all, of the issues you have raised outside of a formal grievance procedure in order to protect ourselves, your fellow workers or the people for whom we provide a service.

The right to be accompanied

You have the right to be accompanied by a chosen companion. You are free to choose anyone who is willing to accompany you and who is not involved in the grievance in any other way. If you are a member of a recognised trade union, we will automatically notify your union representative if we initiate the grievance procedure against you.

If your chosen companion also works for us, then they will be given time off with pay for the grievance hearing and any appeal.

At any grievance hearing or appeal your chosen companion can:

- address the hearing on your behalf;
- respond on your behalf to any view expressed in the hearing;
- sum up the case on your behalf.

What they cannot do is answer any questions put to you directly by the person conducting the hearing or appeal.

If your chosen companion is not available at the time proposed for the grievance hearing or appeal, you can propose an alternative time within five working days of the original date.

Relationship Between Grievance and Disciplinary Procedures

If you have a complaint about a disciplinary action against you, that must be dealt with as an appeal under the disciplinary procedure.

If you wish to raise a grievance while you are going through a disciplinary procedure, it will usually be dealt with when the disciplinary procedure has been completed. If the subject of your grievance is relevant to your disciplinary procedure, then of course you can raise any relevant issues during the disciplinary procedure.

17. Termination of Employment

17.1 Notice Period

This policy is issued by way of guidance on the application of notice periods. It does not form part of the terms and conditions of employment or otherwise have any contractual effect. This policy may be varied, withdrawn or replaced at any time by Artlink at our absolute discretion.

Notice periods

Subject to the terms and conditions of employment, which may set out a longer notice period, Artlink will give you one week's notice to terminate your contract of employment during their probationary period. Following the probationary period, Artlink will give you 4 weeks' notice to terminate your contract of employment, with an additional week's notice per completed year of service after 5 years' continuous service, up to a maximum of 12 weeks.

Subject to your terms and conditions of employment, which may set out a longer notice period, you are required to give Artlink one week's notice to terminate your contract of employment during their

probationary period. Following the probationary period, you are required to give 4 weeks' notice to terminate your contract of employment.

Artlink may agree to release you from the requirement to serve your full notice period. In these circumstances, Artlink will not pay you for the portion of the notice period that you are not working. You will be asked to sign a letter accompanying the agreement reached.

Resignation

If you wish to resign, you must give us notice in writing.

Type of Employee	Notice Period
Sessional Artist	1 week
Programme Producer, Coordinator, Assistant	1 month
Senior Manager	3 months

Unless otherwise agreed, if you resign, you must work your full contractual notice period.

If you do not work your full contractual notice period without prior authorisation from Artlink, you will not be paid for the portion of the notice period that you have not worked. Artlink may refer to this in any reference given for you.

Artlink may deduct from your final pay any costs incurred as a result of you failing to work your full notice period.

Dismissal

If you are dismissed, we will give you your full contractual period of notice and you will be expected to work this, unless otherwise agreed.

In certain circumstances, including dismissals for gross misconduct, Artlink may dismiss you without notice. If this is the case, Artlink will explain the reason(s) why.

Redundancy

If Artlink dismisses you by reason of redundancy, we will give you your full contractual notice and, unless otherwise agreed, will require you to work the full period of notice.

If you are made redundant, you will be given a reasonable amount of paid time off work to look for alternative employment. The arrangements for time off must be agreed in advance by your manager.

Rights and obligations during the notice period

During the notice period, your contract of employment will remain in force and you will receive full pay and benefits, excluding any organisational sick pay entitlement.

During the notice period, you remain bound by all the obligations and restrictions expressly set out or implied in your contract of employment, must act with good faith and fidelity towards Artlink and must not take up employment elsewhere. Artlink expects that you will conduct yourself in an entirely appropriate manner during the full period of notice and uphold the high standards of performance required of all employees. This applies no matter who gave notice to terminate the contract of employment and for whatever reason.

If your performance during the notice period falls below the required standards, Artlink may address this as a performance or disciplinary matter and may refer to this in any references given on your behalf.

During the notice period, Artlink may restrict your duties, contact with service users, colleagues and suppliers, access to information or resources and impose any other reasonable practices, to better facilitate a handover and/or to protect business interests.

Return of Artlink's property

You must hand back all property that belongs to Artlink on or before your final working day.

If you fail to return any property belonging to Artlink by the required date, Artlink will withhold the whole or any part of any pay due from Artlink to you up to the current market value of the property not returned, i.e. based on the value of the property at the time that it is not returned and not on a replacement cost basis. Artlink may issue civil proceedings against you for breach of contract and/or trespass to goods, to the extent that any outstanding pay withheld does not cover the current market value of the property not returned.

Pay in lieu of notice

Artlink may make a payment in lieu of notice for all or any part of your notice period on termination of your employment (rather than you working out your notice period). This is entirely at Artlink's discretion and applies whether the notice has been given by us or by you.

Holiday notice period

If you have given, or been given notice:-

We may require you to use any holidays you have accrued, but not taken, during the notice period.

We will pay you for any unused leave you have as at your date of termination.

If we have already approved holidays during what has now become your notice period, we may withdraw this approval for all or part of the holiday. This will only happen if it is absolutely necessary for the purposes of handing over, or completing a particular piece of work and, were we not to do so, this would seriously affect our work.

If you have taken more holidays than you have accrued as at your termination date, you will have to reimburse us. This will normally be by deduction from your final pay.

If you:-

- have not given us adequate notice
- leave before the end of your notice period,
- have been dismissed without notice as a result of gross misconduct.

You will lose your entitlement to pay in lieu of unused holidays.

Sickness during notice periods

Payment for any sickness absence during notice prior to leaving Artlink will be paid at the appropriate rate of statutory sick pay, provided eligibility guidelines are met.

Outstanding payments to Artlink

If, at the end of your employment you owe us money for any reason, we can deduct this from your final pay. This may include (but is not limited to):

- outstanding loans;
- expenses advances; and
- holiday taken but not yet accrued.

If your final pay is insufficient to cover the sums owed to Artlink, you will enter into a contract with Artlink for the repayment of all sums owed. If you refuse to do this, or default on any repayment agreement, Artlink may bring a civil claim against you to recover the monies (as a debt) and its costs of doing so.

Outstanding payments to the employee

If you wish to claim expenses properly incurred in the course of your duties you must do so before the end of your notice period.

17.2 Retirement

Artlink does not operate a compulsory retirement age for its employees.

Artlink is committed to equal opportunities for all. Artlink recognises the contributions of a diverse workforce, including the skills and experience of older people. We believe that you should, wherever possible, be permitted to continue working for as long as you wish to do so. Artlink operates a flexible retirement policy and you may voluntarily retire at a time of your choosing.

Retirement procedure

If you wish to retire, you should inform your line manager in writing as far in advance as possible and, in any event, in accordance with the notice period as set out in your contract of employment. This will assist Artlink with our succession planning.

Artlink will write to you acknowledging your notice to retire.

Artlink will arrange a meeting with you to discuss arrangements for retirement, including the intended retirement date, succession and handover plans, pension details and phased retirement, if applicable.

17.3 Redundancy

This policy sets out Artlink's approach to dealing with potential redundancies. It does not form part of your terms and conditions of employment and may be subject to change at the discretion of management.

Although Artlink's policy is to avoid redundancies wherever possible, the needs of the business may from time to time require a reduction in the overall number of staff employed or organisational changes that result in some employees being made redundant.

Where this is necessary, Artlink will ensure that:

- the total number of redundancies made is kept to a minimum;
- employees and, where appropriate, their representatives are fully consulted on any proposals and their implementation;
- selection for redundancy is based on clear criteria that will, as far as possible, be objectively and fairly applied;
- every effort is made to redeploy or find alternative work for employees selected for redundancy; and
- support and advice is provided to employees selected for redundancy to help them find suitable work when their employment has come to an end.

18. Environmental Policy

Artlink is committed to monitoring and managing its environmental impact. Artlink strives to become greener in its activities, and become part of a growing network of arts, culture and third sector

organisations trying to reduce their impact on the environment, improving their environmental performance and to operate more sustainably.

Environmental Impacts

Artlink is committed to reducing the negative environmental impacts of its own activities, in particular those relating to:

- The office – in particular energy use, water use and waste;
- Business travel and staff commuting – in particular energy use;
- Communications materials – in particular use of resources (mainly paper and inks) and transport for printed materials and use of energy for storage, downloading, streaming and/or online reading for digital communications;
- Events – in particular energy use, water use, food, waste, transport and travel;
- The goods and services Artlink chooses for its offices – notably stationery, ICT and electronic equipment, furniture and cleaning and;
- The business services Artlink uses – notably website, data and email server hosting and banking.

Environmental Commitments

Artlink is committed to understanding, measuring, improving and communicating its environmental performance and engaging management and you in this process. The key areas of focus for reducing Artlink's impacts are:

- At the main office in 13a Spittal Street and the Glasshouses, Royal Edinburgh Hospital to identify and implement actions to reduce energy and water use, reduce waste and increase recycling;
- At associated venues Artlink will endeavour to be actively engaged with partners to reduce energy and water use, reduce waste and increase recycling;
- To reduce the impacts of business travel and commuting: avoiding travel where possible by using webinars, Skype and teleconferences, and encouraging the use of zero or low-carbon travel modes, e.g. walking, cycling, journey sharing, travelling by public transport and train where possible for longer journeys and European travel and avoiding flying for journeys in England, Scotland and Wales;
- Integrating environmental and ethical considerations when choosing supplies and services.

For Artlink's business operations, especially stationery, equipment, furniture, cleaning, banking, website and email hosting;

- Working with suppliers and contractors to reduce the impacts of publications and events and;
- Reducing digital and ICT impacts.

Artlink is committed to working with you, suppliers, funders and external stakeholders to make sure that we understand and communicate the environmental impacts of our activities.

This policy is reviewed on an annual basis by the Board and updated as and when necessary. The policy is supported by an Environmental Action Plan. The action plan is informed by environmental monitoring and measurement, and feedback from engaging with Artlink's internal and external stakeholders. It is reviewed and updated on an annual basis and approved by the Board of Artlink.

Declaration

I confirm that I have read, understood and agree to the conditions as stated in the **Artlink Handbook** and understand that the version of this handbook that applies is the latest version issued.

Signed:

Date: / /

Declaration of Interests

I as employee/board member* [*delete as appropriate] of Artlink have set out below my interests in line with the organisation's conflicts of interest policy.

- a. Please give details of the interest and whether it applies to you, or a member of your immediate family, or a close connection:

- b. Current employment and any previous employment in which you continue to have a financial interest:

- c. Appointments (voluntary or otherwise) e.g. trusteeships, local authority membership, tribunals etc:

- d. Membership of any professional bodies, special interest groups or mutual support organisations:

- e. Investments in unlisted companies, partnerships and other forms of business, major shareholdings e.g. more 5% of issued capital and beneficial interests:

- f. Do you use, or care for a user of Artlink's services:

- g. Any contractual relationship with Artlink:

- h. Any other conflicts not covered by the above:

To the best of my knowledge, the above information is complete and correct. I undertake to update as necessary the information provided, and to review the accuracy of the information on an annual basis. I give my consent for it to be used for the purposes described in the conflicts of interest policy and for no other purpose.

Name:

Signed:

Position:

Date:

Register of Interests

As part of the conflict of interest process we are required to update our register of interest on an annual basis. Please complete the following so that this can be recorded.

Name:

Board Member

Staff

My business interests - e.g., Director or control held within Companies, Partnerships, LLPs, Trustee roles. If none, please state.

Related parties connected with me

Please detail below the related parties which are connected with you if you have not previously provided this information to us (for further details and a definition of related party please see the explanation below). It is important that the names of connected persons are recorded, even if they do not have any substantial interests or influences.

Relationship <i>e.g., spouse, children, parents, in-laws etc</i>	Names	Business Interests <i>e.g., Director or control held within Companies, Partnerships, LLPs, Trustee roles. If none, please state.</i>
Spouse, Civil Partner or Domestic Partner		
Children and Stepchildren of you or your spouse / civil partner (over the age of 18)		
Grandchildren and Step-grandchildren (over the age of 18)		
Parents (and in-laws)		
Grandparents (and in-laws)		
Siblings (brother / Sister / Stepbrother / Stepsister / in-laws)		