



Red Drivers Handbook

Version 1:



1. Introduction

1.1. About this Handbook

This Handbook applies to you if you are a Driver (on a contractor, self-employed or agency worker basis) and provide Driver services to us. Its contents have been specifically tailored to you.

This handbook is intended to outline the policies, working practices, and behaviours that are relevant to you if you provide services to us, or on our behalf.

This handbook should be read in conjunction with service agreement and if there is any conflict between the content of the two documents your service agreement will prevail.

1.2. Amendments and Changes

This document is not contractually binding, and the contents, policies and procedures outlined within it may change from time to time as required by the business. The Company reserve the right to modify or alter this handbook without consultation, although it will always aim to conduct itself in an open and transparent way ensuring Drivers are well informed of the impact of any changes on them.

Changes will not necessarily result in new copies of the handbook being printed however you will be able to request copies of the amendments from your manager.

1.3. Acceptance

You are required to sign and return the acceptance form of this handbook, to confirm that you have read, understand and accept the rules, policies, procedures contained within it. It must be returned prior to undertaking work for the Company.

Should you have any questions relating to the contents then please do not hesitate to ask your key contact.

2. Definitions

Company - Red South West

Manager - A representative of the management team of Red South West

Key Contract - The person you have key day to day contact with while providing services to the Company

Driver Services - Services provided to Red Ltd which include collection and delivery of parcels on behalf of Red Ltd.

Driver - Individuals who provide Driver Services to Red Ltd on a Self-Employed Contractor basis.

3. Working with the Company

3.1. Agreements

Prior to providing Drivers services to the Company you will be provided with a self-employment agreement. This must be signed and returned to the Company prior to undertaking work, together with relevant evidence and documentation.

3.2. Application

If at any time it is discovered that the information or evidence provided by you prior to commencing work with us was given incorrectly and, in the opinion of the Company, is in any way material the Company has the right to withdraw work without notice.

3.3. Proof of Eligibility to Work in the UK

All new Drivers are required to provide proof of their eligibility to work in the UK. This will mean providing original documents for inspection and copying by a Company representative. The documents that the Company require vary dependant on nationality, but typically it will mean a copy of a valid passport and work permit if applicable. Failure to provide proof of eligibility to work in the UK may result in the services ended with immediate effect.

3.4. Personal details and Data protection

The Company will collect and process information relating to the Driver in accordance with the privacy notice which is annexed to your service agreement. You are required to sign and date the privacy notice and return to your key contact prior to undertaking work with us.

You will be expected to comply with the Company Data Protection Policy, and related policies, when handling personal data in the course of service including personal data relating to any worker, contractor, customer, client, supplier or agent of the Company.

3.5. Breaks

You are in control of your own working time while providing services to Red. As such you must ensure an appropriate break is taken during your working day (30 minutes if working more than 6 hours) and that you have the necessary rest breaks between working periods.

3.6. Alternative work schedules

At certain times through the engagement you may be asked to provide services from another customer location, if this happens and is requested by the customer you will still receive the day rate as per the SLA, and may also be reimbursed for mileage at the rate prescribed by the customer.

Alternative working may and can happen as there is a requirement to the customer to fulfil the contract.

This does not include:

- Routine travel to and from place of work unless stated or agreed prior to travel.
- Unpaid rest breaks when no work is done.
- Time spent travelling outside normal working time
- Training such as non-job related evening or day courses
- Leave due to sickness, annual leave, maternity leave, accrued leave.

3.7. Absence from Work

If you after agreeing to a working period you are not able to provide service for any reason you should inform your key contact or OSM by telephone as soon as possible, explaining the reason for and likely length of the absence. Drivers are paid based on hours worked and therefore are not eligible for pay during any periods of absence.

4. General Rules/Code of Conduct

4.1. Introduction

We expect everyone who provides service to us to meet basic rules / codes of conduct, irrespective of their working status.

4.2. Company Rules / Code of Conduct

The following are intended to give contractors, self-employed or agency workers who provide Driver services to us a clear indication of the standards of conduct that the Company expects whatever their position or the nature of their work.

The rules will be reviewed from time to time and may, at the discretion of the Company be amended to ensure they remain relevant and fair. You will be advised in writing of any changes.

When providing service, you are expected to:

- follow your service agreement and this handbook.
- follow any other guidelines or manual connected with the agreement.
- Follow the training and instructions you are given during the agreement.
- Follow all proper instructions.
- Conduct yourself in accordance with appropriate standards of behaviour expected.

if you do not meet these standards further work may not be provided to you.

In addition, you should note that for some breaches, The Company reserves the right to deduct from monies owed to you any losses incurred through your negligence or failure to comply with the rules. These may include:

- Accident damage to or theft to Company and/or leased vehicles, property or product
- Loss of or unacceptable damage to Company equipment, e.g. mobile phone or laptop

4.3. Discrimination

Any form of discrimination or harassment of an individual at work, or of the general public will not be tolerated, and is considered a serious breach of the Company rules.

Further information regarding Equal Opportunities can be found later in this handbook

4.4. Drugs and Alcohol

We are committed to providing a safe, healthy and productive working environment for everyone who works with us, our customers and our visitors. This includes ensuring that everyone is fit to carry out their jobs safely and effectively in a working environment which is free from alcohol and drug misuse.

All Drivers are expected to arrive at work fit to carry out their jobs and able to perform their duties safely without any limitations due to the use or aftereffects of alcohol or drugs (whether prescribed, over the counter or illegal).

Misuse of alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making and increased health and safety risks, not only for the individual but also for others. Irresponsible behaviour or the commission of offences resulting from the misuse of alcohol or drugs may damage our reputation and, as a result, our business.

We adopt a Zero tolerance policy in relation to Drivers attending work under the influence of drugs / alcohol including legal highs. Such action will result in the immediate withdrawal of your SLA with the Company.

You will be deemed to be under the influence of alcohol or drugs where that is the reasonable opinion of a manager but Drivers may also be randomly tested for drugs or alcohol use on a random or specific basis.

We expect all our Drivers to comply with the drink-driving legislation at all times. Our reputation will be damaged if you are convicted of a drink/drug -driving offence. Committing a drink-driving offence outside or during working hours or while working with us, or loss of your licence due to such an offence will lead to the withdrawal of your SLA.

If you are prescribed medication you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job. If so, you must tell your supervisor without delay.

If you believe that you have an alcohol or drug-related problem you should seek specialist advice and support as soon as possible and inform your POC/ key contact of this so we can review the matter with you.

We reserve the right to conduct searches for alcohol or drugs, including, but not limited to, searches of lockers, filing cabinets and desks, vehicles, packages sent to our address which are on our premises.

Any alcohol or drugs found as a result of a search will be confiscated and would lead to withdrawal of your SLA.

4.5. Health and Safety

Drivers must read and adhere to The Company Health and Safety policy detailed within this handbook.

Safety is everyone's responsibility and as such you should ensure that you are conversant with your obligations under the Health and Safety at Work Act.

You should be aware that contravention of Health and Safety rules will render you liable to withdrawing of work and may also lead to civil or criminal prosecution.

Further information regarding health and Safety can be found later in this handbook

4.6. Changes in Personal Circumstances

You are responsible for advising the Company of any changes in your personal circumstances that may affect your Service. This includes changes in name, addresses, next of kin and driving license details.

4.7. Notification of Convictions

If you are convicted of any offence you must immediately advise your key contact of the details of the offence and penalty incurred. You should also notify the Company if any legal action is being taken against you involving money, offenses against a person or theft. This information will be kept securely and confidentially and will only be passed to those who have a genuine business requirement to know.

You are required notify the Company immediately if you are convicted of any driving offence.

Any convictions of criminal offences that impact the performance of your agreement with us may lead to withdrawing of work from you.

4.8. Outside Business Activities

You will be expected to devote your entire attention to the Company's business during the hours you are providing a service to us. You will not be permitted to use Company premises, vehicles or facilities in connection with any outside business activity.

4.9. Van use

You may use any Company vehicle on hire to you for personal mileage provided that it is within reason and within vehicle hire contract and that these trips are covered by yourself.

No vehicle is to be permitted under insurance to leave the UK without prior authorisation.

4.10. Personal Appearance and Attire

It is vital that you as a representative of our Company presents a professional appearance and a positive image. An important part of your responsibilities is to ensure that your personal appearance and dress are appropriate and do not portray the Company in a negative light.

If you are unsure what constitutes appropriate dress for your job please discuss this with your key contact who will be able to advise you.

All Drivers are required to meet the following requirements:

- Maintain a clean, neat and tidy appearance at all times whilst performing duties for and on behalf of the Company.
- You should not wear clothing that, in the opinion of the Company, could offend or insult others. (E.g. T-shirts with contentious slogans)
- You must wear relevant hi vis / PPE

Any Driver whose appearance whilst at work or on Company business, in the opinion of the Company is unsuitable or a hazard to health and safety will be sent home and asked to change. Work may not be provided to persistent offenders.

5. Personal Possessions

Unfortunately, the Company cannot accept any liability for loss or damage to personal possessions brought onto Company or customer premises. It is your responsibility to safeguard your belongings.

6. Confidentiality

In the course of providing services to us you may have access to confidential and commercially sensitive information about the business. Therefore, all Drivers are required to sign and adhere to the "Confidentiality and Non-Disclosure Agreement" at commencement at the end of this handbook prior to providing Driver services to us. Drivers may also be required to enter into separate agreements which may be requested by our customers.

7. Pregnancy and Adoption

If you become pregnant you should let us know at your earliest opportunity in order that we can carry out a risk assessment to identify any hazards that may present a risk to you or your unborn child.

We will seek, where we can, to make adjustments in order to protect you during your pregnancy. This may include looking into whether we can change the route you drive in order to minimise the amount of driving you do or so that you can avoid driving in more hazardous areas, and ensuring that you avoid lifting heavy packages where possible.

As your pregnancy progresses, we will continue to assess you regularly in case the risks and hazards change and make adjustments where we can.

Ultimately, however, it may not be possible to minimise or completely reduce the risks you may be exposed to and if this is the case and we cannot find alternative work for you under your contract, it may be necessary to withdraw the contract between us.

You will likely need to attend ante-natal appointments which you should make your line manager aware of any such dates with as much notice as possible. You will not receive any remuneration for time that you cannot work for such appointments.

As you are a self-employed contractor you are not entitled to receive statutory maternity pay from us and you will need to claim Maternity Allowance.

Similarly, you are not entitled to maternity leave or to return to work with us and when you finish work with us to take your maternity leave your contract will may come to an end or be cancelled by both parties. We will, of course, look as to whether we can use your services again once you are ready to return to work.

If you adopt a child, the same will apply in regard to leave and pay – you would not be entitled to either from us and Adoption Allowance should be claimed separately once a child is placed with you and you finish work to take leave.

8. Religious Observance

Red South West has an Equal Opportunities policy which applies to all, including Drivers, which details our commitment to ensuring that discrimination does not take place due to someone's religious beliefs or requirement to undertake religious observance. If you feel at any time that you are being bullied or treated less favourably due to your religious beliefs you should not hesitate to raise this with your manager.

If you require time off or a temporary adjustment due to a religious observance, we would request that you advise your key contact with as much notice as possible (at least one week) in order that we can look to cover any deliveries that would have been provided to you during that time period.

If you have a continuing need for time off for religious observance which significantly impacts on our operation and ability to meet our service requirements, it may be necessary for us to consider whether we can continue to engage you as a Driver.

9. Anti-Solicitation

In order to protect our business interests, Red South West requires that Drivers commit that during the period of your engagement with us and for a period of 6 months following the termination date, you agree that you will not directly or indirectly, solicit, assist in soliciting, accept, or facilitate the acceptance of, or deal with the business of any customer or prospective customer with whom you had personal contact or dealings during your period of Self-employment.

Furthermore, Red South West commit that we will not approach or pressure you to provide information in relation to prospective customers or Drivers in order to entice or encourage them to join us. We will ensure

that we source all Drivers and customers/business partners through fair means using established and appropriate recruitment procedures.

10. Disabilities and Health Conditions

Red South West has an Equal Opportunities policy which applies to all, including Drivers, which details our commitment to ensuring that discrimination does not take place due to someone's disability or long term/ongoing health condition that may be considered a disability under the Equality Act. If you feel at any time that you are being bullied or treated less favourably due to your health or disability you should not hesitate to raise this with your key contact.

If you require adjustments due to a disability or health condition in order to be able to fulfil your contract with us to undertake driving and deliveries, you should not hesitate to speak to your key contact. We will endeavour to make any such adjustments in order to ensure that your ongoing health is not put at risk whilst you are driving.

However, if we are unable to make the adjustments necessary or your disability or health significantly impacts on our operation and ability to meet our service requirements, it may be necessary for us to consider whether we can continue to engage you as a Driver.

11. Fair Treatment

Red is committed to ensuring all Drivers are treated with respect and dignity.

We do not, and do not permit our suppliers to:

- engage in physical, verbal, or psychological abuse or coercion, including threats of violence, sexual harassment, or unreasonable restrictions on entering or exiting facilities.
- discriminate on the basis of race, colour, national origin, gender, sexual orientation, religion, disability, age, political opinion, pregnancy, marital or family status, or similar factors in hiring and working practices such as job applications, promotions, job assignments, training, wages, benefits, and termination.
- subject Drivers or applicants to medical tests that could be used in a discriminatory manner.

Our work and the conditions associated with it are based on individual ability to do the job, not on personal characteristics or beliefs.

Our Anti-Harassment and Bullying Policy and Equal Opportunities & Diversity Policy (enclosed within this handbook) detail our approach in these areas.

12. Complaints

It is our aim to ensure that Drivers have access to a process to help deal with any complaints relating to the Company fairly and without unreasonable delay.

Most complaints can be resolved quickly and informally through discussion with key contact, and therefore all concerns should be raised to your key contact in the first instance.

If you feel unable to speak to your key contact, for example, because the complaint concerns him or her, then you should speak informally to a more senior manager. If this does not resolve the issue, you should provide your complaint formally, in writing to the Company.

We aim to investigate any formal complaint you raise, hold a meeting to discuss it with you, inform you in writing of the outcome, and give you a right of appeal if you are not satisfied.

Our aim is to deal with complaints sensitively and with due respect for the privacy of any individuals involved.

Written complaints will be retained with a record of any decisions taken and any notes or other documents compiled during the complaint process. These will be processed in accordance with our Data Protection Policy.

ANTI-HARASSMENT AND BULLYING POLICY

1.1 Policy statement

The purpose of this policy is to ensure that all Drivers are treated and treat others with dignity and respect, free from any kind of harassment and bullying. All Drivers should take the time to ensure they understand what types of behaviour are unacceptable under this policy.

This policy covers harassment or bullying which occurs both in and out of the workplace, such as on business trips or at events or work-related social functions. It covers bullying and harassment of and by all persons who work with the business including Drivers and also by third parties such as customers, suppliers or visitors to our premises.

All Drivers must treat colleagues and others with dignity and respect and should always consider whether their words or conduct could be offensive. Even unintentional harassment or bullying is unacceptable.

We will take allegations of harassment or bullying seriously and address them promptly and confidentially where possible. Harassment or bullying by an employee/IC contractor will be investigated internally.

Harassment or bullying by a Driver will lead to withdrawal of their SLA.

We may amend this policy at any time or depart from it where we consider appropriate.

1.2 What the law says

The Equality Act 2010 prohibits harassment related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. For more information see our Equal Opportunities Policy.

The Protection from Harassment Act 1997 also makes it unlawful to pursue a course of conduct which you know or ought to know would be harassment, which includes causing someone alarm or distress.

Under the Health and Safety at Work Act 1974 all Drivers are entitled to a safe place and system of work.

1.3 Who is covered by the policy?

This policy covers all individuals working with us or at any of our own, or customer premises irrespective of their status, level or grade. It therefore includes all Drivers, managers, directors, officers, consultants, contractors, trainees, homeworkers, casual and agency Drivers and volunteers.

1.4 What is harassment?

Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.

It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.

Harassment may include, for example:

- unwanted physical conduct or "horseplay", including touching, pinching, pushing, grabbing, brushing past someone, invading their personal space, and more serious forms of physical or sexual assault;
- unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless), and suggestions that sexual favours may further a career or that a refusal may hinder it;
- continued suggestions for social activity after it has been made clear that such suggestions are unwelcome;
- sending or displaying material that is pornographic or that some people may find offensive (including e-mails, text messages, video clips and images sent by mobile phone or posted on the internet);
- offensive or intimidating comments or gestures, or insensitive jokes or pranks;
- mocking, mimicking or belittling a person's disability;
- racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender;
- outing or threatening to out someone as gay or lesbian; or
- ignoring or shunning someone, for example, by deliberately excluding them from a conversation or a workplace social activity.

A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if they create an offensive environment for him.

1.5 What is bullying?

Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority but can include both personal strength and the power to coerce through fear or intimidation.

Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:

- shouting at, being sarcastic towards, ridiculing or demeaning others;
- physical or psychological threats;
- overbearing and intimidating levels of supervision;
- inappropriate and/or derogatory remarks about someone's performance;
- abuse of authority or power by those in positions of seniority; or
- deliberately excluding someone from meetings or communications without good reason.

Legitimate, reasonable and constructive criticism of a person's performance or behaviour, or reasonable instructions given to individuals in the course of their service with us, will not amount to bullying on their own.

1.6 Informal steps

If you feel you are being bullied or harassed, you should initially consider raising the problem informally with the person responsible, if you feel able. You should explain clearly to them that their behaviour is not welcome or

makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your manager, who can provide confidential advice and assistance in resolving the issue formally or informally.

If you are not certain whether an incident or series of incidents amount to bullying or harassment, you should initially contact your manager informally for confidential advice.

If informal steps have not been successful or are not possible or appropriate, you should follow the formal procedure set out below.

1.7 Raising a formal complaint

If you wish to make a formal complaint about bullying or harassment, you should submit it in writing to your manager, whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. If the matter concerns that person, you should refer it to another Senior Manager.

Your written complaint should set out full details of the conduct in question, including the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

As a general principle, the decision whether to progress a complaint is up to you. However, we have a duty to protect all Drivers and may pursue the matter independently if, in all the circumstances, we consider it appropriate to do so.

1.8 Formal investigations

We will investigate complaints in a timely and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint. The investigation should be thorough, impartial and objective, and carried out with sensitivity and due respect for the rights of all parties concerned.

We will arrange a meeting with you, usually within one week of receiving your complaint, so that you can give your account of events. You have the right to be accompanied by a colleague or a trade union representative of your choice, who must respect the confidentiality of the investigation. You will be given a provisional timetable for the investigation. The investigator will arrange further meetings with you as appropriate throughout the investigation.

Where your complaint is about an employee, we may consider suspending them on full pay or making other temporary changes to working arrangements pending the outcome of the investigation, if circumstances require. The investigator will also meet with the alleged harasser or bully who may also be accompanied by a colleague or trade union representative of their choice to hear their account of events. They have a right to be told the details of the allegations against them, so that they can respond.

Where your complaint is about someone other than an employee, such as another Driver, a contractor, customer, service user, supplier, or visitor, we will consider what action may be appropriate to protect you and anyone involved pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, we will attempt to discuss the matter with the third party.

We will also seriously consider any request that you make for changes to your own working arrangements during the investigation. For example, you may ask for changes to your duties or working hours so as to avoid or minimise contact with the alleged harasser or bully.

It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance will be emphasised to them.

At the end of the investigation, the investigator will submit a report to the person nominated to consider the complaint. They will arrange a meeting with you, usually within a week of receiving the report, in order to discuss the outcome and what action, if any, should be taken. You have the right to bring a colleague or a trade union representative to the meeting. A copy of the report and the findings will be given to you and to the alleged harasser.

1.9 Action following the investigation

If it is considered that harassment or bullying has occurred, prompt action will be taken to address it.

Where the harasser or bully is an employee the matter will be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Procedure.

Where the harasser or bully is a third party, appropriate action might include putting up signs setting out acceptable and unacceptable behaviour; speaking or writing to the person and/or their superior about their behaviour; or, in very serious cases, banning them from the premises or terminating a contract with them.

Whether or not your complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the alleged harasser or bully. It may be appropriate to arrange some form of mediation and/or counselling, or to change the duties, working location or reporting lines of one or both parties.

Any Driver who deliberately provides false information or otherwise acts in bad faith as part of an investigation may be subject to removal from contract.

1.10 Appeals

If you are not satisfied with the outcome you may appeal in writing to the person referred to in your outcome letter stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.

We will hold an appeal meeting, normally within one week of receiving your written appeal. This will be dealt with impartially by a manager who has not previously been involved in the case (although they may ask anyone previously involved to be present). You may bring a colleague or trade union representative to the meeting.

We will confirm our final decision in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

1.11 Protection and support for those involved

Drivers who make complaints or who participate in good faith in any investigation conducted under this policy must not suffer any form of retaliation or victimisation as a result.

If you believe you have suffered any such treatment you should inform your manager. If the matter is not remedied you should raise it formally using our complaints Procedure or this procedure if appropriate.

Anyone found to have retaliated against or victimised someone for making a complaint or assisting in good faith will be subject to an investigation.

1.12 Confidentiality and data protection

Confidentiality is an important part of the procedures provided under this policy. Everyone involved in the operation of the policy, whether making a complaint or involved in any investigation, is responsible for observing the high level of confidentiality that is required. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis.

Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Data Protection Policy.

Breach of confidentiality may give rise to removal from contract.

1.13 Who is responsible for this policy?

All managers have a specific responsibility to operate within the boundaries of this policy, ensure that all Drivers understand the standards of behaviour expected of them and to take action when behaviour falls below its requirements.

Drivers should disclose any instances of harassment or bullying of which they become aware to their manager.

ANTI-CORRUPTION AND BRIBERY POLICY

1. Policy statement

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery and corruption.

We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. However, we remain bound by UK laws, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

The purpose of this policy is to:

- set out our responsibilities, and of those working with us, in observing and upholding our position on bribery and corruption; and
- provide information and guidance to those working with us on how to recognise and deal with bribery and corruption issues.

It is a criminal offence to offer, promise, give, request, or accept a bribe. Individuals found guilty can be punished by up to ten years' imprisonment and/or a fine. As Delivery service provider if we fail to prevent bribery, we can face an unlimited fine, exclusion from tendering for public contracts, and damage to our reputation. We therefore take our legal responsibilities very seriously.

In this policy, **third party** means any individual or organisation you come into contact with during the course of your work, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

2. Who must comply with this policy?

This policy applies to all persons working with us or on our behalf in any capacity and level, including Drivers, directors, managers, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, wherever located (collectively referred to as **individuals** in this policy).

3. What are bribery and corruption?

Bribery is offering, promising, giving or accepting any financial or other advantage, to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage.

An **advantage** includes money, gifts, fees, hospitality, services, discounts, the award of a contract or anything else of value.

A person acts **improperly** where they act illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust. The improper acts may be in relation to any business or

professional activities, public functions, acts in the course of Services provided, or other activities by or on behalf of any organisation of any kind.

Corruption is the abuse of entrusted power or position for private gain.

Examples:

Offering a bribe

You offer a potential client tickets to a major sporting event, but only if they agree to do business with us.

This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business for us. It may also be an offence for the potential client to accept your offer.

Receiving a bribe

A supplier gives your nephew a job but makes it clear that in return they expect you to use your influence in our organisation to ensure we continue to do business with them.

It is an offence for a supplier to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage.

Bribing a foreign official

You arrange for the business to pay an additional "facilitation" payment to a foreign official to speed up an administrative process [, such as clearing our goods through customs].

The offence of bribing a foreign public official is committed as soon as the offer is made. This is because it is made to gain a business advantage for us. We may also be found to have committed an offence.

4. What you must not do

It is not acceptable for you (or someone on your behalf) to:

- give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- give or accept a gift or hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence the outcome;
- accept a payment, gift or hospitality from a third party that you know or suspect is offered with the expectation that it we will provide a business advantage for them or anyone else in return;
- accept hospitality from a third party that is unduly lavish or extravagant under the circumstances.
- offer or accept a gift to or from government officials or representatives, or politicians or political parties, without the prior approval of your manager;
- threaten or retaliate against another person who has refused to commit a bribery offence or who has raised concerns under this policy; or
- engage in any other activity that might lead to a breach of this policy.

5. Facilitation payments and kickbacks

We do not make, and will not accept, facilitation payments or "kickbacks" of any kind.

Facilitation payments, also known as "back-handers" or "grease payments", are typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official).

They are not common in the UK but are common in some other jurisdictions.

Kickbacks are typically payments made in return for a business favour or advantage.

Everyone must avoid any activity that might lead to a facilitation payment or kickback being made or accepted by us or on our behalf, or that might suggest that such a payment will be made or accepted. If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with your manager.

6. Gifts, hospitality and expenses

This policy allows reasonable and appropriate hospitality or entertainment given to or received from third parties, for the purposes of:

- a) establishing or maintaining good business relationships;
- b) improving or maintaining our image or reputation; or
- c) marketing or presenting our products and/or services effectively.
- d) The giving and accepting of gifts is allowed if the following requirements are met:
- e) it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- f) it is given in our name, not in your name;
- g) it does not include cash or a cash equivalent (such as gift certificates or vouchers);
- h) it is appropriate in the circumstances, taking account of the reason for the gift, its timing and value. For example, in the UK it is customary for small gifts to be given at Christmas; and
- i) it is given openly, not secretly;
- j) it complies with any applicable local law.

Promotional gifts of low value such as branded stationery to or from existing customers, suppliers and business partners will usually be acceptable.

Reimbursing a third party's expenses or accepting an offer to reimburse our expenses (for example, the costs of attending a business meeting) would not usually amount to bribery. However, a payment in excess of genuine and reasonable business expenses (such as the cost of an extended hotel stay) is not acceptable.

We appreciate that practice varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift, hospitality or payment is reasonable and justifiable. The intention behind it should always be considered.

7. Donations

We do not make contributions to political parties.

We only make charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of a Company Director.

8. Your responsibilities

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

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working with us or under our control. Everyone is required to avoid any activity that might lead to, or suggest, a breach of this policy.

You must notify your manager as soon as possible if you believe or suspect that a conflict with this policy has occurred or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us or indicates to you that a gift or payment is required to secure their business. Further "red flags" that may indicate bribery or corruption are set out in 14.

We reserve our right to withdrawal our relationship with any Driver if they breach this policy.

9. Record-keeping

We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.

You must declare and keep a written record of all hospitality or gifts given or received, which will be subject to managerial review.

You must submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.

All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

10. How to raise a concern

You are encouraged to raise concerns about any issue or suspicion of bribery or corruption at the earliest possible stage.

If you are offered a bribe, or are asked to make one, or if you believe or suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify your manager **or** report it in accordance with our Whistleblowing Policy as soon as possible.

If you are unsure about whether a particular act constitutes bribery or corruption, raise it with your manager.

11. Protection

Anyone who refuses to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or

other corruption offence has taken place or may take place in the future. Detrimental treatment includes removal from contract, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform your manager immediately. If the matter is not remedied, you should raise it formally using the complaints procedure.

12. Communication

This policy will be issued to all persons who join or work with the Company.

Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

13. Who is responsible for the policy?

The Company director(s) have overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

Management at all levels are responsible for ensuring those reporting to them are made aware of and understand this policy and are given adequate and regular training on it.

14. Potential risk scenarios: "red flags"

The following is a list of possible red flags that may arise during the course of you working with us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these red flags while working with us, you must report them promptly to your manager:

- a) you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
- b) you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;
- c) a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;
- d) a third-party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- e) a third-party request that payment is made to a country or geographic location different from where the third party resides or conducts business;
- f) a third party requests an unexpected additional fee or commission to "facilitate" a service;
- g) a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- h) a third-party request that a payment is made to "overlook" potential legal violations;
- i) a third-party request that you provide self-employment or some other advantage to a friend or relative;
- j) you receive an invoice from a third party that appears to be non-standard or customised;
- k) a third party insists on the use of side letters or refuses to put terms agreed in writing;
- l) you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- m) a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us;
- n) you are offered an unusually generous gift or offered lavish hospitality by a third party.

15. Monitoring and review

We will monitor the effectiveness and review the implementation of this policy, regularly considering its suitability, adequacy and effectiveness. Any improvements identified will be made as soon as possible. Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption.

DATA BREACH NOTIFICATION POLICY

1. Aim and scope of policy

The Company is fully aware of its obligations under the General Data Protection Regulation (GDPR) to process data lawfully and to ensure it is kept securely. We take these obligations extremely seriously and have protocols in place to ensure that, to the best of our efforts, data is not susceptible to loss or other misuse.

The GDPR incorporates a requirement for a personal data breach to be notified to the Information Commissioners Office (ICO) and in some cases to the affected individuals. This policy sets out the Company's stance on taking action in line with GDPR if a breach were to occur.

2. Personal data breach

A personal data breach is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or processed. A 'breach', for these purposes, is identifiable as a security incident which has affected the confidentiality, integrity or availability of personal data.

As indicated above, a data breach for these purposes is wider in scope than the loss of data. The following are examples of data breaches:

- access by an unauthorised third party
- deliberate or accidental action (or inaction) by a data controller or data processor
- sending personal data to an incorrect recipient
- computing devices containing personal data being lost or stolen
- alteration of personal data without permission
- loss of availability of personal data.

3. Notifiable breaches

For the purposes of this policy, a data breach will be notifiable when it is deemed by the Company as likely to pose a risk to people's rights and freedoms. If it does not carry that risk, the breach is not subject to notification although it will be entered on the Company's breach record.

A risk to people's freedoms can include physical, material or non-material damage such as discrimination, identity theft or fraud, financial loss and damage to reputation.

When assessing the likelihood of the risk to people's rights and freedoms, the Company will consider:

- the type of breach
- the type of data involved including what it reveals about individuals
- how much data is involved
- the individuals involved e.g. how many are involved, how easy it is to identify them, whether they are children etc
- how bad the consequences for the individuals would be and
- the nature of the Company's work and the resultant severity of a breach.

4. Actions upon identification of breach

When the Company is made aware of a breach, it will undertake an immediate investigation into what happened and what actions must be taken to restrict any consequences. A determination will be made at that point whether the breach is deemed a notifiable breach and whether it is deemed as resulting in a high risk to the rights and freedoms of individuals.

5. Timescales for notification to ICO

Where a notifiable breach has occurred, the Company will notify the ICO without undue delay and at the latest within 72 hours of it becoming aware of the breach. If notification is made beyond this timeline, the Company will provide the ICO with reasons for this.

If it has not been possible to conduct a full investigation into the breach in order to give full details to the ICO within 72 hours, an initial notification of the breach will be made within 72 hours, giving as much detail as possible, together with reasons for incomplete notification and an estimated timescale for full notification. The initial notification will be followed up by further communication to the ICO to submit the remaining information.

6. Content of breach notification to the ICO

The following information will be provided when a breach is notified:

- a description of the nature of the personal data breach including, where possible:
 - the categories and approximate number of individuals concerned and
 - the categories and approximate number of personal data records concerned
- the name and contact details of the Privacy Officer where more information can be obtained
- a description of the likely consequences of the personal data breach and
- a description of the measures taken, or proposed to be taken, to deal with the personal data breach, including, where appropriate, the measures taken to mitigate any possible adverse effects.

7. Timescales for notification to affected individuals

Where a notifiable breach has occurred that is deemed to have a high risk to the rights and freedoms of individuals, the Company will notify the affected individuals themselves i.e. the individuals whose data is involved in the breach, in addition to the ICO. This notification will be made without undue delay and may, dependent on the circumstances, be made before the ICO is notified.

A high risk may be, for example, where there is an immediate threat of identity theft, or if special categories of data are disclosed online.

8. Content of breach notification to the affected individuals

The following information will be provided when a breach is notified to the affected individuals:

- a description of the nature of the breach
- the name and contact details of the Privacy Officer where more information can be obtained
- a description of the likely consequences of the personal data breach and
- a description of the measures taken, or proposed to be taken, to deal with the personal data breach, including, where appropriate, the measures taken to mitigate any possible adverse effects.

9. Record of breaches

The Company records all personal data breaches regardless of whether they are notifiable or not as part of its general accountability requirement under GDPR. It records the facts relating to the breach, its effects and the remedial action taken.

DATA PROTECTION POLICY (PRIVACY STANDARD)

1. POLICY STATEMENT

- 1.1. Everyone has rights with regard to how their personal information is handled. During the course of our activities we will collect, store and process personal information about our Drivers, suppliers and customers and any others we communicate with, and we recognise the need to treat it in an appropriate and lawful manner.
- 1.2. The types of information that we may be required to handle include details of current, past and prospective Driver, suppliers, customers, and others that we communicate with. The information, which may be held on paper or on a computer or other media, is subject to certain legal safeguards specified in the EU General Data Protection Regulation (GDPR) and other UK data protection law. These laws impose restrictions on how we may use that information.
- 1.3. We have a commitment to ensuring that personal data is processed in line with GDPR and relevant UK law and that all our Drivers conduct themselves in line with this and other related policies. Where third parties process data on our behalf, we will ensure that the third party takes the necessary measures to maintain our commitment to protecting personal data.
- 1.4. This Data Protection Policy, also known as a Privacy Standard, does not form part of any Driver's SLA and it may be amended at any time. Any breach of this policy will be taken seriously and may result in withdrawal of a SLA.

2. STATUS OF THE POLICY

- 2.1. This policy sets out our rules on data protection and the legal conditions that must be satisfied in relation to the obtaining, handling, processing, storage, transportation and destruction of personal information.
- 2.2. Our Privacy Officer is responsible for ensuring compliance with GDPR and with this policy. Your manager can advise you who our Privacy Officer is. Any questions or concerns about the operation of this policy should be referred in the first instance to the Privacy Officer.
- 2.3. If you consider that this policy has not been followed in respect of personal data about yourself or others you should raise the matter with your manager or the Privacy Officer.

3. DEFINITION OF DATA PROTECTION TERMS

- 3.1. **Data** is personal information about an individual who can be directly or indirectly identified from that information. Data can be factual (such as a name, address or date of birth) or it can be an opinion (such as a performance appraisal). This personal information is referred to as 'Data' in the remainder of this policy.
- 3.2. **Data Subjects** for the purpose of this policy include all living individuals about whom we hold Data. A Data Subject need not be a UK national or resident. All Data Subjects have legal rights in relation to their Data.
- 3.3. **Data Controllers** are the people who or organisations which determine the purposes for which, and the manner in which, any Data is processed. They have a responsibility to establish practices and policies in line with relevant laws. We are the Data Controller of all Data used in our business.
- 3.4. **Data Users** include all Drivers whose work involves using Data. Data Users have a duty to protect the Data they handle by following our data protection and security policies at all times. All Drivers have a responsibility, when using Data, to comply with any security safeguards and procedures we put in place.

- 3.5. **Data Processors** include any people who or organisations which process Data on behalf of a Data Controller. Drivers of Data Controllers are excluded from this definition, but it could include third party suppliers which handle Data on our behalf.
- 3.6. **Processing** is any activity that involves use of Data. It includes obtaining, recording or holding Data, or carrying out any operation or set of operations on Data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transferring Data to third parties.
- 3.7. **Special Categories** of Data are sensitive categories of Data about a person's racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health or condition, sexual life, or sexual orientation. It also includes genetic and biometric Data (where used for ID purposes). Special Categories of Data can only be processed under strict conditions and may require the explicit consent of the person concerned.
- 3.8. **Criminal Offence** Data is Data which relates to an individual's criminal convictions and offences. It can only be processed under strict conditions and may require the explicit consent of the person concerned.
- 3.9. **Data Breach** is any act or omission which compromises the security, confidentiality, integrity or availability of Data, or the safeguards that we or a third party put in place to protect the Data, including losing the Data or disclosing it to unauthorised people.

4. DATAPROTECTION PRINCIPLES

- 4.1. Anyone processing Data must comply with the eight enforceable principles of good practice. These provide that personal data must be:
 - (a) Processed fairly, lawfully, and in a transparent manner. (Fairness, Lawfulness and Transparency)
 - (b) Processed for specified, explicit and legitimate purposes and in an appropriate way. (Purpose Limitation)
 - (c) Adequate, relevant and limited to what is necessary for the stated purpose. (Data Minimisation)
 - (d) Kept accurate and up to date (Accuracy)
 - (e) Not kept longer than necessary for the stated purpose. (Storage Limitation)
 - (f) Processed in a manner that ensures appropriate security of Data, including protection against unauthorised or unlawful processing, accidental loss, destruction or damage, by using appropriate technical or organisational measures. (Security, Integrity and Confidentiality)
 - (g) Not transferred to another country without appropriate safeguards being in place. (Transfer Limitation)
 - (h) Processed in line with Data Subjects' rights. (Data Subject's Rights and Requests)
- 4.2. We are responsible for and need to demonstrate compliance with the data protection principles listed above (Accountability).

5. FAIRNESS AND LAWFULNESS

- 5.1. The purpose of GDPR and UK data protection laws is not to prevent the processing of Data, but to ensure that it is done fairly and without adversely affecting the rights of the Data Subject. The Data Subject must be told who the Data Controller is (in this case the Company), who the Data Controller's representative is (in this case the Privacy Officer), the purpose for which the data is to be processed by us and the legal basis for doing so, and the identities of anyone to whom the Data may be disclosed or transferred.

5.2. GDPR allows processing of Data for specific purposes, which are where it is needed:

- (a) for the performance of a contract, such as an self-employment contract
- (b) to comply with a legal obligation
- (c) in order to pursue our legitimate interests (or those of a third party) and where the interests and fundamental rights of the Data Subject do not override those interests
- (d) to protect the Data Subject's vital interests
- (e) in the public interest, or
- (f) in situations where the Data Subject has given explicit consent.

5.3. We, as Data Controller, will only process Data on the basis of one or more of the lawful bases set out in 5.2 above. Where consent is required, it is only effective if freely given, specific, informed and unambiguous. The Data Subject must be able to withdraw consent easily at any time and any withdrawal will be promptly honoured.

5.4. Special Categories of Data and Criminal Convictions Data will only be processed with explicit consent of the Data Subject, unless the Data Controller can rely on one or more of the other lawful bases set out in 5.2 above, and any additional legal bases for processing specific to these types of data, details of which have been set out in an appropriate Privacy Notice issued to the Data Subject.

6. TRANSPARENCY

6.1. We will provide all required, detailed and specific information to Data Subjects about the use of their Data through appropriate Privacy Notices which will be concise, transparent, intelligible, easily accessible and in clear and plain language.

7. PURPOSE LIMITATION

7.1. Data may only be processed for the specific purposes notified to the Data Subject via the Privacy Notice. This means that Data must not be collected for one purpose and then used for another. If it becomes necessary to change the purpose for which the Data is processed, the Data Subject must be informed of the new purpose via a new or amended Privacy Notice before any processing occurs.

8. DATA MINIMISATION

8.1. Data should only be collected to the extent that it is required for the specific purposes notified to the Data Subject in the Privacy Notice. Any Data which is not necessary for those purposes should not be collected in the first place.

9. ACCURACY

9.1. Data must be accurate, complete and kept up to date. Information which is incorrect is not accurate and steps should therefore be taken to check the accuracy of any Data at the point of collection and at regular intervals afterwards. Inaccurate or out-of-date Data should be amended or destroyed.

10. STORAGE LIMITATION

- 10.1. Data should not be kept longer than is necessary to carry out the specified purposes. This means that Data should be destroyed or erased from our systems when it is no longer required, and in accordance with our Data Retention Policy.

11. SECURITY, INTEGRITY AND CONFIDENTIALITY

- 11.1. We will ensure that appropriate technical and organisational security measures are taken against unlawful or unauthorised processing of Data, and against the accidental loss of, or damage to, Data. Data Subjects may apply to the courts for compensation if they have suffered damage from such a loss.
- 11.2. We will put in place procedural and technological safeguards appropriate to our size, scope and business, our available resources and the amount of Data we hold, to maintain the security of all Data from the point of collection to the point of destruction.
- 11.3. We will consider and use, where appropriate, the safeguards of encryption, anonymisation and pseudonymisation (replacing identifying information with artificial information so that the Data Subject cannot be identified without the use of additional information which is kept separately and secure).
- 11.4. We will regularly evaluate and test the effectiveness of these safeguards. Drivers have a responsibility to comply with any safeguards we put in place.
- 11.5. Maintaining data security means guaranteeing the confidentiality, integrity and availability of the Data, defined as follows:
 - (a) Confidentiality means that only people who are authorised to use the Data can access it.
 - (b) Integrity means that Data should be accurate and suitable for the purpose for which it is processed.
 - (c) Availability means that authorised users should be able to access the Data if they need it for authorised purposes.
- 11.6. Failure to follow rules on data security may be dealt with via the removal of contract.

12. TRANSFER LIMITATION

- 12.1. We will not transfer Data to any recipients outside the European Economic Area (EEA)

13. DATASUBJECT'S RIGHTS AND REQUESTS

- 13.1. Data must be processed in line with Data Subjects' rights. Data Subjects have the following rights which apply in certain circumstances:
 - (a) The right to be informed about processing of Data
 - (b) The right of access to their own Data
 - (c) The right for any inaccuracies to be corrected (rectification)
 - (d) The right to have information deleted (erasure)
 - (e) The right to restrict the processing of Data
 - (f) The right to portability

- (g) The right to object to the inclusion of Data
- (h) The right to regulate any automated decision-making and profiling of Data
- (i) The right to withdraw consent when the only legal basis for processing Data is consent
- (j) The right to be notified of a Data Breach which is likely to result in high risk to their rights and freedoms
- (k) The right to make a complaint to the Information Commissioner's Office or other supervisory authority.

13.2. A formal request from a Data Subject for details of Data that we hold about them must be made in writing (Data Subject Access Request). Any Driver who receives such a written request should forward it to their manager immediately. Please see the Subject Access Request Policy for full details.

14. DIRECT MARKETING

14.1. We are also subject to further rules and privacy laws about the processing of Data when marketing to our customers.

14.2. You must comply with any separate guidelines we issue on direct marketing to customers.

15. BREACH NOTIFICATION

15.1. Where a Data Breach is likely to result in a risk to the rights and freedoms of the individual(s) concerned, we will report it to the Information Commissioner's Office within 72 hours of us becoming aware of it, and it may be reported in more than one instalment.

15.2. Individuals will be informed directly if the breach is likely to result in a high risk to their rights and freedoms.

15.3. If the breach is sufficient to warrant notification to the public, we will do so without undue delay.

15.4. If you know or suspect that a Data Breach has occurred, do not attempt to investigate the matter yourself but contact your manager or the Data Privacy Officer immediately. You should preserve all evidence relating to the potential Data Breach. Please see the Data Breach policy for full details.

16. TRAINING

16.1. New Drivers must read and understand this policy as part of their induction. All Drivers are required to protect individuals' Data to which they have access, to ensure data security and to understand the consequences to themselves and us of any potential breaches of the provisions of this policy.

17. RECORDS

17.1. We will keep full and accurate records of all our data processing activities.

18. MONITORING AND REVIEW OF THE POLICY

18.1. We will continue to review the effectiveness of this policy to ensure it is achieving its stated objectives.

DATA PROTECTION – SUBJECT ACCESS REQUEST POLICY

1.0 Introduction

Under the General Data Protection Regulation (GDPR), you have a right to receive confirmation that an organisation processes your personal data, and also a right to access that data so that you may be aware of it and are able to verify the lawfulness of the processing. The process for doing so is called a subject access request and this policy sets out the procedure to be undertaken when such a request is made by you regarding data processed about you by the Company.

2.0 What is personal data?

“Personal data” is any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier, including your name.

“Special categories of personal data” includes information relating to:

- race
- ethnic origin
- politics
- religion
- trade union membership
- genetics
- biometrics (where used for ID purposes)
- health
- sex life or
- sexual orientation.

3.0 Information you are entitled to

When you make a subject access request, you will be informed of:

- whether or not your data is processed and the reasons for the processing of your data
- the categories of personal data concerning you
- where your data has been collected from if it was not collected from you
- anyone who your personal data has been disclosed to or will be disclosed to, including anyone outside of the EEA and the safeguards utilised to ensure data security
- how long your data is kept for (or how that period is decided)
- your rights in relation to data rectification, erasure, restriction of and objection to processing
- your right to complain to the Information Commissioner if you are of the opinion that your rights have been infringed
- the reasoning behind any automated decisions taken about you.

4.0 Making a subject access request

Subject access requests must be made in writing and can be made in either hard copy format or electronically. Your line manager can provide you with a form for making a request though making a request in this format is not a requirement. Including specific details of the data you wish to see in your request will enable a more efficient response from the Company. We may need to contact you for further details on your request if insufficient information is contained in the original request.

Requests may be made by you personally or by a third party e.g. a solicitor acting on your behalf. We will request evidence that the third party is entitled to act on your behalf if this is not provided at the same time as the request is made.

5.0 Upon receiving a subject access request

The Company will comply with your request without delay and at the latest within one month unless one of the following applies:

- in some cases, we will be unable to supply certain pieces of information that you have requested. This may be because it is subject to legal privilege or relates to management planning. Where this is the case, the Company will inform you that your request cannot be complied with and an explanation of the reason will be provided
- we require extra time because the requests are complex or numerous. In these circumstances, the Company will write to you within one month of receipt of your request to explain why an extension is required. Where an extension is required, information will be provided within three months of the request.

Before supplying the data (where appropriate) we may contact you asking for proof of identity. You must produce this evidence for your request to be complied with.

Your request will normally be complied with free of charge. However, we may charge a reasonable fee if the request is manifestly unfounded or excessive, or if it is repetitive. In addition, we may charge a reasonable fee if you request further copies of the same information. The fee charged will be based on the administrative cost of providing the information requested.

6.0 Refusing a request

The Company may refuse to comply with a subject access request if it is manifestly unfounded or excessive, or if it is repetitive. In these circumstances, we will write to you without undue delay and at the latest within one month of receipt to explain why we are unable to comply. You will be informed of the right to complain to the Information Commissioner and to a judicial remedy.

7.0 Enforced subject access requests

Forcing anyone to obtain information via a subject access request, usually in relation to an individual's criminal record, is a criminal offence. No Director of the Company will be required to make a subject access request.

DATA RETENTION POLICY

1. POLICY STATEMENT

Everyone has rights with regards to how their personal information is handled. During the course of our activities we will collect, store and process personal information about our Drivers (Data), and we recognise the need to treat it in an appropriate and lawful manner. The provisions of the General Data Protection Regulation (GDPR) and UK domestic laws on data protection require us to establish appropriate time periods for holding various types of Data, to put in processes to manage the effective deletion of Data after those time periods have expired, and to make sure Drivers are aware of these provisions.

2. SCOPE OF THE POLICY

This policy sets out the different categories of Data that may be collected about Drivers who work with us, how long each category of Data will be retained by us, including after a Driver has ceased working with us, our business justification for holding each category of Data for those periods of time, and how the Data will be deleted at the end of those retention periods. Retention periods are based on business need and takes into account any relevant professional guidelines.

This policy should be read alongside the Privacy Notice and the Company's Data Protection Policy, where rights, in certain circumstances, to object to the holding of Data, or to require erasure of Data are explained.

3. PERSONNEL RESPONSIBLE FOR IMPLEMENTING THE POLICY

Data processing of personal information is carried out by us (as Controller of that information) and by In-sync our 'Processor'. Data may potentially be shared with our 3rd party customers and partners (who require personal information for Identification purposes under our contractual agreement with them), who will comply with this policy regarding the retention and deletion of required data.

If you have any questions about the implementation of this Policy, please refer to your Manager in the first instance.

4. DETAILS OF DATA HELD, RETENTION PERIODS, AND METHODS OF DATA DELETION

In line with data protection principles, we only keep your data for as long as we need it for, which will be at least for the duration of your engagement with us though in some cases we will keep your data for a period after your engagement has ended. Retention periods can vary depending on why we need your data, as set out below:

Type of personal Data	Details of personal Data	Data retention period	Business case/need for data retention	Method of data deletion
Recruitment Documents	<ul style="list-style-type: none"> • Speculative enquiries • CVs of rejected applicants • CVs of individuals offered SLA's but not accepted • Interview notes • Any written test/assessment related to the recruitment activity 	6 months after date of SLA offer, except if any claim is made within that time, in which case the claimant's data will be held until completion of the claim.	An applicant may make a discrimination claim during or after the selection process. Information may therefore be required to defend a claim.	<p>Any hard copy files will be shredded confidentially by the data processor/person/s responsible for handing the data.</p> <p>Any electronic data will be manually deleted by the data processor.</p>
Contact / Personal Data	<ul style="list-style-type: none"> • Full name • Personal home and work contact details • Email address • Emergency Contact details of next of kin • Date of Birth • ID Photo 	While engagement / SLA continues and for 12 months from the date engagement ceases, except if any claim is made within that time in which case the claimant's data will be held until completion of the claim.	<p>To allow for contact to be made in the first year after an SLA ends to deal with any immediate issues arising.</p> <p>ID Photo required for security purposes.</p>	As Above
General Engagement Contract Data	<ul style="list-style-type: none"> • CV's of current Drivers • Application forms of current Drivers • SLA's • SLA data including details of work, job location, working hours, 	While engagement /SLA continues and for 6 years after the last day of the last complete tax year during which they worked, except if any claim is made within that time, in which case the claimant's data will be held until completion of the claim.	As there is the possibility that any documents relating to a Driver could be relevant to a County Court, High Court claim, or tribunal, we are following current ICO guidance to keep Driver	As Above

	<ul style="list-style-type: none"> • Extra payment / incentives data / bonuses • Rotas • Privacy notices and data processing consent records • Working time data based on customer requirements 		details for 6 years following the end of engagement.	
Immigration checks	<ul style="list-style-type: none"> • Identification records • Details of right to work in UK including any work permit 	Whilst engagement/SLA continues and for 2 years after the termination date of engagement	Legal obligation based on Home Office guidance issued under Immigration, Asylum and Nationality Act 2006, to retain copies of right to work documents during engagement and for 2 years after they stop working.	Manually deleted two years after the last day of engagement
Health Data	<ul style="list-style-type: none"> • New starter Medical information (i.e. information provided by you about your physical, mental health or disability status). 	While engagement /SLA continues and for 6 years after the last day of the last complete tax year during which they worked, except if any claim is made within that time, in which case the claimant's data will be held until completion of the claim	As there is the possibility that health data relating to a Driver could be relevant to a County Court, High Court claim, or tribunal, we are following current ICO guidance to keep Driver details for 6 years following the end of engagement.	As Above
Performance and training records complaints	<ul style="list-style-type: none"> • Performance measures • Complaints investigation 	While engagement /SLA continues and for 6 years after the last day of the last complete tax year during which they worked, except if any claim is made	As Above	Manually deleted 6 years after the last day of the last complete tax year during which Driver worked, unless any claim is still outstanding in which case the claimant's

	<ul style="list-style-type: none"> • Training and briefing records • Qualification and skills documents, including professional certificates and driving licence copies 	within that time, in which case the claimant's data will be held until completion of the claim.		<p>data will be deleted on completion of the claim.</p> <p>Any hard copy files will be shredded confidentially by the data processor/person/s responsible for handing the data.</p> <p>Any electronic data will be manually deleted by the data processor.</p>
Pay and Benefits records	<ul style="list-style-type: none"> • Payment data • In synch will hold tax and vat returns under separate cover • Date of birth • Gender • Nationality / Ethnic origin • National Insurance number • UTR number • agreements / deposit / advent of pay agreements • Bank Account details • Fuel allowance records 	While engagement continues and for 6 years after the last day of the last complete tax year during which they worked, except if any claim made within that time, in which case the claimant's data will be held until completion of the claim.	Statutory retention period under the Taxes Management Act 1970 of 6 years after the last day of the last complete tax year during which they worked.	As above
Leavers records	<ul style="list-style-type: none"> • Engagement termination letters • Reason for end of SLA 	6 years after the last day of the last complete tax year during which they worked, except if any claim made within that time, in which case the claimant's data will be held until completion of the claim.	As there is the possibility that any documents relating to a Driver could be relevant to a County Court, High Court claim, or tribunal, we are following current ICO guidance to keep Driver	As above

			details for 6 years following the end of engagement.	
CCTV	<ul style="list-style-type: none"> CCTV recordings may be made by held by 3rd parties on their site under separate notice from that party. <p>We may hold specific clips of CCTV footage where it has been supplied to us as part of a performance, conduct, complaints, or health and safety investigation process</p>	While engagement continues and for 6 years after the last day of the last complete tax year during which they worked, except if any claim is made within that time, in which case the claimant's data will be held until completion of the claim.	As there is the possibility that any documents / footage relating to a Driver could be relevant to a County Court, High Court claim, or tribunal, we are following current ICO guidance to keep Driver details for 6 years following the end of engagement.	As above
Health and Safety records	<ul style="list-style-type: none"> Records of any reportable accident, death or injury in connection with work 	While engagement continues and for 6 years after the last day of the last complete tax year during which they worked, except if any claim is made within that time, in which case the claimant's data will be held until completion of the claim.	As Above	As Above
Criminal convictions records	<ul style="list-style-type: none"> Disclosure and Barring Service (DBS) checks Disclosures of criminal records during engagement DBS periodic updates 	1A. Pre-engagement checks for SLA's not accepted or withdrawn will be deleted 3 months after offer of engagement, except if any claim is made within that time, or notification received on an ongoing dispute, in which case the	1. Pre-engagement checks or disclosure during engagement need to be carried out or held if the Driver is dealing with large amounts of sensitive data, or	Pre-recruitment checks for job offers not accepted or withdrawn – will be manually deleted 3 months after offer date, except if any claim is made within that time, or notification received of an ongoing

	<ul style="list-style-type: none"> Self-declaration Forms while DBS is pending. 	<p>claimant's data will be deleted on completion of the claim.</p> <p>1B. Pre-recruitment checks for current Drivers will be deleted in accordance with the General Engagement Contract Documents retention period above.</p> <p>2. Where DBS check or disclosure of convictions is necessary for the purposes of carrying out engagement, it will need to be kept during engagement and will need to be regularly updated, and any update will replace the previous DBS check which should then be deleted.</p> <p>3. On termination of engagement, a current DBS check or disclosure during engagement will be held for 6 years after the last day of the last complete tax year during which the Driver last worked, except if any claim is made within that time, in which case the claimant's data will be held until completion of the claim.</p>	<p>if otherwise necessary for the purposes of carrying out engagement.</p> <p>1B. These checks or disclosures may be a document relevant to any tribunal, County Court or High Court claim, and therefore to be retained for up to 6 years after termination of engagement.</p> <p>2. Where replacement DBS checks are provided on a regular basis, the old check will be kept on the system whilst it is established whether any potential claim for which the DBS check may be relevant will be made in relation to that previous period.</p> <p>3. These checks or disclosures may be a document relevant to any tribunal, County Court or High Court claim, and therefore to be retained for up to 6 years after termination of engagement.</p>	<p>dispute, in which case the claimant's data will be deleted on completion of the claim.</p> <p>Where DBS check is necessary for the purposes of carrying out engagement rights and obligations an old DBS check will be deleted 12 months after storing of new updated DBS check unless any claim is still outstanding, in which case the claimant's data will be deleted upon completion of the claim.</p> <p>Where DBS check or disclosure during engagement is necessary for the purposes of carrying out engagement rights and obligations, a current DBS check or disclosure will be manually deleted 6 years after the last day of the last complete tax year during which they worked, unless any claim is still outstanding in which case the claimant's data will be deleted on completion of the claim.</p> <p>Any hard copy files will be shredded confidentially by the data processor/person/s responsible for handing the data.</p> <p>Any electronic data will be manually deleted by the data processor.</p>
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<p>File Notes</p>	<ul style="list-style-type: none"> Any data included in File notes in the form of memos, training briefs etc 	<p>While engagement continues and for 6 years after the last day of the last complete tax year during which they worked, except if any claim is made within that time, in which case the claimant's data will be held until completion of the claim.</p>	<p>As there is the possibility that any documents relating to a Driver could be relevant to a tribunal, County Court or High Court claim, we are following current ICO guidance to keep Driver data for 6 years following the end of engagement.</p>	<p>Manually deletion 6 years after the last day of the last complete tax year during which they worked, unless any claim is still outstanding in which case the claimant's data will be deleted on completion of the claim.</p> <p>Any hard copy files will be shredded confidentially by the data processor/person/s responsible for handing the data.</p> <p>Any electronic data will be manually deleted by the data processor.</p>
<p>Tracking Data</p>	<ul style="list-style-type: none"> Vehicle Tracking data gathered via Red South West vehicles Vehicle Tracking data and working time data collected by Tracking App Data collected by handheld technology by customer 	<p>Red Tracking data and data held by tracking app is held for xx days before it is deleted unless it relates to an investigation / claim in which case it will be held while engagement continues and for 6 years after the last day of the last complete tax year during which they worked, except if any claim is made within that time, in which case the claimant's data will be held until completion of the claim.</p> <p>We may be supplied specific tracking where it has been supplied to us by a 3rd party as part of a performance, conduct, complaints, or health and safety investigation process. In this case it is kept in accordance with the timeframes noted above.</p>	<p>As Above</p>	<p>As Above</p>



5. DATA DELETION METHODS

- Any hard copy files will be shredded confidentially by the data processor/person/s responsible for handing the data.
- Any electronic data will be manually deleted by the data processor to ensure data is irretrievable.

6. BACK UP DATA

In addition, back-up copies of all our Data are made and stored securely at the end of every working day to safeguard against losing Data. Backups are made onsite and online and are all back-up copies are encrypted. Only the Company's IT Systems Administrator has access to encrypted backups and access to the encryption key. All back-up copies of data are deleted after eight months.

EQUAL OPPORTUNITIES & DIVERSITY POLICY

1.1 Policy statement

The Company is committed to promoting equality of opportunity for all Drivers and potential Drivers. We aim to create a working environment in which all individuals are able to make best use of their skills, free from discrimination or harassment, and in which all decisions are based on merit.

We do not discriminate against Drivers on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (**protected characteristics**).

The principles of non-discrimination and equality of opportunity also apply to the way in which Drivers treat visitors, clients, customers, suppliers and former Drivers members.

All Drivers have a duty to act in accordance with this policy and treat colleagues with dignity at all times, and not to discriminate against or harass other members of Drivers, regardless of their status. Your attention is drawn to our separate Anti-harassment and bullying policy.

This policy does not form part of any contract and may be amended at any time.

1.2 Who is covered by the policy?

This policy covers all individuals working at all levels and grades, including senior managers, officers, directors, Drivers, consultants, contractors, trainees, homeworkers, volunteers, casual workers and agency.

1.3 Who is responsible for this policy?

The Company Directors have overall responsibility for the effective operation of this policy and for ensuring compliance with discrimination law. Day-to-day operational responsibility has been delegated to the managers.

All managers must set an appropriate standard of behaviour, lead by example and ensure that those they manage adhere to the policy and promote our aims and objectives with regard to equal opportunities. Managers will be given appropriate training on equal opportunities awareness and equal opportunities recruitment and selection best practice when necessary.

1.4 Scope and purpose of the policy

This policy applies to all aspects of our relationship with Drivers and to relations between Driver members at all levels. This includes job advertisements, recruitment and selection, training and development, opportunities for promotion, conditions of service, pay and benefits, conduct at work, complaints procedures, and termination of engagement.

We will take appropriate steps to accommodate the requirements of different religions, cultures, and domestic responsibilities.

1.5 Forms of discrimination

Discrimination by or against a Driver is generally prohibited unless there is a specific legal exemption. Discrimination may be direct or indirect and it may occur intentionally or unintentionally.

Direct discrimination occurs where someone is treated less favourably because of one or more of the protected characteristics set out above. For example, rejecting an applicant on the grounds of their race because they would not "fit in" would be direct discrimination.

Indirect discrimination occurs where someone is disadvantaged by an unjustified provision, criterion or practice that also puts other people with the same protected characteristic at a particular disadvantage. For example, a requirement to work full time puts women at a particular disadvantage because they generally have greater childcare commitments than men. Such a requirement will need to be objectively justified.

Harassment related to any of the protected characteristics is prohibited. Harassment is unwanted conduct that has the purpose or effect of violating someone's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.

Victimisation is also prohibited. This is less favourable treatment of someone who has complained or given information about discrimination or harassment or supported someone else's complaint.

1.6 Disability discrimination

If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you as appropriate.

If you experience difficulties at work because of your disability, you may wish to contact your manager to discuss any reasonable adjustments that would help overcome or minimise the difficulty. Your manager may wish to consult with you and your medical adviser(s) about possible adjustments. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable, we will explain our reasons and try to find an alternative solution where possible.

We will monitor the physical features of our premises to consider whether they place disabled workers, job applicants or service users at a substantial disadvantage compared to other Drivers. Where reasonable, we will take steps to improve access for disabled Drivers and service users.

1.11 Breaches of this policy

If you believe that you may have been discriminated against you are encouraged to raise the matter through our complaints Procedure. If you believe that you may have been subject to harassment you are encouraged to raise the matter through our Anti-harassment Policy. If you are uncertain which applies or need advice on how to proceed you should speak to your manager.

Allegations regarding potential breaches of this policy will be treated in confidence and investigated in accordance with the relevant procedure. Drivers who make such allegations in good faith will not be victimised or treated less favourably as a result. False allegations which are found to have been made in bad faith will, however, be dealt with under removal of contract.

Any member of Drivers who is found to have committed an act of discrimination or harassment will be subject to (or investigation and potential termination of engagement in the case of contractors/self-employed Drivers). We take a strict approach to serious breaches of this policy.

HEALTH AND SAFETY POLICY

1. Policy statement

We are committed to ensuring the health and safety of Drivers, customers and anyone affected by our business activities, and to providing a safe environment for all those attending our premises.

In particular we are committed to maintaining safe and healthy working conditions through control of the health and safety risks arising from our work activities, ensuring the safe handling and use of substances, consulting with Drivers and providing appropriate information, instruction, training and supervision and taking steps to prevent accidents and cases of work-related ill health.

1.1.1. What is covered by this policy?

In accordance with our health and safety duties, we are responsible for:

- a) Assessing risks to health and safety and identifying ways to minimise them.
- b) Providing and maintaining a healthy and safe place to work including emergency procedures for use when needed.
- c) Providing information, instruction, training and supervision in safe working methods and procedures.
- d) Ensuring that equipment is safe and has all necessary safety devices installed, that equipment is properly maintained and that appropriate protective clothing is provided.
- e) Promoting co-operation through the business to ensure safe and healthy conditions and systems of work by discussion and effective consultation.
- f) Regularly monitoring and reviewing the management of health and safety at work, making any necessary changes and bringing those to the attention of all Drivers.

1.1.2. Personnel responsible for implementation of this policy

The Company Director(s) have overall responsibility for health and safety and the operation of this policy. They will ensure that adequate resources are available for the effective implementation of this Policy

All must also recognise that everyone shares responsibility for achieving healthy and safe working conditions. You must consider your acts and/or omissions the health and safety implications of your acts and/or omissions and take reasonable care for your health and safety and that of others.

Any health and safety concerns should be reported to your POC or a Company Director.

1.1.3. Standards of workplace behaviour

You must co-operate with colleagues, supervisors/POC and customers on health and safety matters and comply with any health and safety instructions. We welcome ideas to improve business performance and safety at work.

You must take reasonable care of your own health and safety and that of others by observing safety rules applicable to you and following instructions for the use of equipment (including safety equipment and protective clothing).

Any health and safety concern, however trivial it might seem, including any potential risk, hazard or malfunction of equipment, must be reported to your manager.

You must co-operate in the investigation of any accident or incident that has led, or which we consider might have led, to injury.

Failure to comply with health and safety rules and instructions or with the requirements of this policy may be treated as misconduct and dealt with under with removal of contract.

1.1.4. Information and consultation

We are committed to providing information, instruction and supervision on health and safety matters for all Drivers as well as consulting with them regarding arrangements for health and safety management.

1.1.5. Equipment

All Drivers must use equipment in accordance with operating instructions, instructions given by managers and any relevant training. Any fault with, damage to or concern about any equipment or its use must be reported immediately to your manager.

Drivers must not interfere with anything provided in the interests of health and safety and that any damage is immediately reported.

No member of Drivers should attempt to repair equipment unless trained and designated to do so. Failure to report damage to or a fault with equipment or failure to use it as directed may result in removal of contract

1.1.6. Accidents and first aid

Any accident at work involving personal injury or damage to property must be recorded in the Accident Book, which is available via your manager. All Drivers must cooperate with any resulting investigation.

Details of first aid facilities and any trained first aiders are displayed on the notice board.

We are also keen to learn of incidents that had the potential to cause injury etc. (near misses) are also recorded; the difference between no injury and serious injury can be chance – we may not be lucky next time.

1.1.7. National health alerts

In the event of an epidemic or pandemic alert we will organise our business operations and provide advice on steps to be taken by Drivers, in accordance with official guidance, to reduce the risk of infection at work as far as possible. Any questions should be referred to your manager.

It is important for the health and safety of all our Drivers that you comply with instructions issued in these circumstances. Failure to do so will be dealt with under removal of contract.

1.1.8. Emergency evacuation and fire precautions

Through our Fire Risk Assessment, we aim to

- minimise the likelihood fire in our premises
- ensure that in the event of fire we will suffer no casualties, and

- minimise potential effects on the business.

You should familiarise yourself with the instructions about what to do in the event of fire or the alarm sounding; these will be explained to you during your induction. You should also know where the fire extinguishers are, ensure that you are aware of your nearest fire exit and alternative ways of leaving the building in an emergency.

Regular fire drills will be held to ensure that our fire procedures are effective and to ensure you are familiar with them. These drills are important and must be taken seriously.

You should notify your manager as soon as possible if there is anything (for example, impaired mobility) that might impede your escape in the event of a fire.

If you discover a fire you should not attempt to tackle it unless you have been trained and feel competent to do so. You should operate the nearest fire alarm, close doors etc. to contain the fire and inform the person in charge of the location and details of the fire.

On hearing the fire alarm, you should remain calm and walking quickly, not running, evacuate the building immediately. Do not stop to collect personal possessions, do not use the lifts, and do not re-enter the building until you are told that it is safe to do so. The 'senior person present' will take control of the situation and may ask you for assistance such as preventing others from entering the building.

1.1.9. Risk assessments

Risk Assessment is at the core of managing health & safety; assessments will be undertaken for all activities with significant risk to our Drivers and anyone else who may be affected by our work. Where the Risk Assessments identify the need for changes to the workplace and working practices these will be considered by the Director.

Assessments will be developed and reviewed as a result of the identification of additional hazards, potentially unsafe working practices, accidents/incidents and, as a matter of routine, annually.

1.1.10. Manual Handling, hazardous materials and electrical equipment.

All Drivers will be given information about lifting and carrying loads through the induction process, the provision of printed information and in the course of Drivers meetings/briefings. It is essential that Drivers adopt safe handling techniques and know their own limits – think first.

All Drivers will be given information about basic hazardous material and electrical equipment use as part of their induction process and the provision of printed information and in the course of Drivers meetings/briefings. It is essential that Drivers work in keeping with the guidance provided. Detailed information will be provided when the role undertaken necessitates regular use.

1.1.11. Especially vulnerable people

We will undertake specific risk assessments to ensure especially vulnerable people are appropriately protected as we recognise that they potentially face increased risks in the workplace. Especially vulnerable people in our workplace may be new and expectant mothers, and those with disabilities or restricted mobility.

WHISTLEBLOWING POLICY

1. Policy statement

We are committed to conducting our business with honesty and integrity, and we expect all Drivers to maintain high standards. However, all organisations face the risk of things going wrong from time to time, or of unknowingly harbouring illegal or unethical conduct. A culture of openness and accountability is essential in order to prevent such situations occurring or to address them when they do occur.

The aims of this policy are:

- To encourage Drivers to report suspected wrongdoing as soon as possible, in the knowledge that their concerns will be taken seriously and investigated as appropriate, and that their confidentiality will be respected.
- To provide Drivers with guidance as to how to raise those concerns.
- To reassure Drivers that they should be able to raise genuine concerns in good faith without fear of reprisals, even if they turn out to be mistaken.
-

This policy takes account of the Whistleblowing Arrangements Code of Practice issued by the British Standards Institute and Public Concern at Work.

This policy does not form part of any contract and it may be amended at any time.

2. Who is covered by this policy?

This policy applies to all individuals working at all levels of the organisation, including managers, officers, directors, consultants, contractors, trainees, homeworkers, casual and agency, volunteers and Drivers.

3. What is whistleblowing?

Whistleblowing is the disclosure of information which relates to suspected wrongdoing or dangers at work. This may include:

- criminal activity;
- miscarriages of justice;
- danger to health and safety;
- damage to the environment;
- failure to comply with any legal [or professional] obligation or regulatory requirements;
- bribery;
- financial fraud or mismanagement;
- negligence;
- the deliberate concealment of any of the above matters.

A **whistle-blower** is a person who raises a genuine concern relating to any of the above. If you have any genuine concerns related to suspected wrongdoing or danger affecting any of our activities (a **whistleblowing concern**) you should report it under this policy.

This policy should not be used for complaints relating to your own personal circumstances, such as the way you have been treated at work. In those cases, you should use the Complaints Procedure or Anti-harassment and Bullying Policy as appropriate.

4. Raising a whistleblowing concern

We hope that in many cases you will be able to raise any concerns with your manager. You may tell them in person or put the matter in writing if you prefer. They may be able to agree a way of resolving your concern quickly and effectively. In some cases, they may refer the matter to a Company Director or external advisor.

However, where the matter is more serious, or you feel that your manager has not addressed your concern, or you prefer not to raise it with them for any reason, you should contact a Company Director.

We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

We will take down a written summary of your concern and provide you with a copy after the meeting. We will also aim to give you an indication of how we propose to deal with the matter.

5. Confidentiality

We hope that Drivers will feel able to voice whistleblowing concerns openly under this policy. However, if you want to raise your concern confidentially, we will make every effort to keep your identity secret. If it is necessary for anyone investigating your concern to know your identity, we will discuss this with you.

We do not encourage Drivers to make disclosures anonymously. Proper investigation may be more difficult or impossible if we cannot obtain further information from you. It is also more difficult to establish whether any allegations are credible and have been made in good faith. Whistle-blowers who are concerned about possible reprisals if their identity is revealed should come forward to a Senior Manager and appropriate measures can then be taken to preserve confidentiality. If you are in any doubt you can seek advice from Public Concern at Work, the independent whistleblowing charity, who offer a confidential helpline. Their contact details are at the end of this policy.

6. External disclosures

The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.

The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. It will very rarely if ever be appropriate to alert the media. We strongly encourage you to seek advice before reporting a concern to anyone external. The independent whistleblowing charity, Public Concern at Work, operates a confidential helpline. They also have a list of prescribed regulators for reporting certain types of concern. Their contact details are at the end of this policy.

Whistleblowing concerns usually relate to the conduct of our Drivers, but they may sometimes relate to the actions of a third party, such as a customer, supplier or service provider. The law allows you to raise a concern in good faith with a third party, where you reasonably believe it relates mainly to their actions or something that is legally their responsibility. However, we encourage you to report such concerns internally first. You should contact your manager for guidance.

7. Investigation and outcome

Once you have raised a concern, we will carry out an initial assessment to determine the scope of any investigation. We will inform you of the outcome of our assessment. You may be required to attend additional meetings in order to provide further information.

In some cases, we may appoint an investigator or team of investigators including Drivers with relevant experience of investigations or specialist knowledge of the subject matter. The investigator(s) may make recommendations for change to enable us to minimise the risk of future wrongdoing.

We will aim to keep you informed of the progress of the investigation and its likely timescale. However, sometimes the need for confidentiality may prevent us giving you specific details of the investigation/action taken as a result. You should treat any information about the investigation as confidential.

If we conclude that a whistle-blower has made false allegations maliciously, in bad faith or with a view to personal gain, the whistle-blower will be subject to removal of contract.

8. If you are not satisfied

While we cannot always guarantee the outcome you are seeking, we will try to deal with your concern fairly and in an appropriate way. By using this policy, you can help us to achieve this.

If you are not happy with the way in which your concern has been handled, you can raise it with the Managing Director. Alternatively, you may contact the independent whistleblowing charity, Public Concern at Work for further advice. Contact details are set out at the end of this policy.

9. Protection and support for whistle-blowers

It is understandable that whistle-blowers are sometimes worried about possible repercussions. We aim to encourage openness and will support Drivers who raise genuine concerns in good faith under this policy, even if they turn out to be mistaken.

Drivers must not suffer any detrimental treatment as a result of raising a concern in good faith. Detrimental treatment includes removal of contracts, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform your manager immediately. If the matter is not remedied you should raise it formally using our complaints Procedure.

Drivers must not threaten or retaliate against whistle-blowers in any way. Anyone involved in such conduct will be subject to removal of contract.

10. Responsibility for the success of this policy

The Company Directors have overall responsibility for this policy, and for reviewing the effectiveness of actions taken in response to concerns raised under this policy.

All Drivers are responsible for the success of this policy and should ensure that they use it to disclose any suspected danger or wrongdoing. Drivers are invited to comment on this policy and suggest ways in which it might be improved.

11. Contacts

Public Concern at Work (Independent whistleblowing charity)	Helpline: (020) 7404 6609 E-mail: whistle@pcaw.co.uk Website: www.pcaw.co.uk

Personally identifiable information (PII) policy

In accordance with the General Data Protection Regulation (GDPR), Red SW have implemented this privacy policy to inform all IC's of the types of data we process about you. Red SW also include within this policy the reasons for processing your data, the lawful basis that permits us to process it, how long we keep your data for and your rights regarding your data

This policy applies to current and former IC's (individual contractors, self-employed drivers).

A) Data protection principles

Under GDPR, all personal data obtained and held by us must be processed according to a set of core principles. In accordance with these principles, Red SW will ensure that:

- Processing is fair, lawful and transparent
- Data is collected for specific, explicit and legitimate purposes
- Data collected is adequate, relevant and limited to what is necessary for the purposes of processing
- Data is kept accurate and up to date. Data which is found to be inaccurate will be rectified or erased without delay
- Data is not kept for longer than is necessary for it's given purpose
- Data is processed in a manner that ensures appropriate security of personal data including protection against unauthorised or unlawful procession, accidental loss, destruction or damage by using appropriate technical or organisation measures

B) Types of data held

Red SW keep several categories of personal data from IC's (self-employed drivers) in order to carry out effective and efficient process. We keep this data in a Personnel file relation to each IC and we also hold the data within our computer system, for example, our rota system, our Dropbox.

Specifically, we hold the following types of data:

- Personal details such as name, address, address history, phone numbers
- Your photograph
- Your gender, marital status, information of any disability you have or other medical information
- Right to work documentation
- Signed contractor and health and safety forms
- Insurance certificates including goods and transit and public liability certificates
- Proof of address
- Mother's first and maiden name
- Email addresses
- National insurance numbers
- Bank account details
- Tax and VAT codes
- Driving licence
- Criminal convictions
- Drug and alcohol test results
- Information relating to your work with us, including: performance related data, pay rates, planned/ historical work, details of formal and informal proceeding involving you from contract worked on, external training modules undertaken
- CCTV footage
- IT equipment use including telephones and internet access

C) Collecting your data

You provide several pieces of data to us directly during the recruitment period and subsequently upon the start of your contracted work and on-going.

In some cases, we will collect data about you from third part, such as contractors you are conducting work for, DVLA, Abbot, Accurate Background.

Personal data is kept in files or within the Company's HR and IT system.

D) Lawful basis for processing

The law on data protection allows us to process your data for certain reasons only. In the main, Red SW process your data in order to comply with a legal requirement or in order to effectively manage the contract we have with you, including ensuring you are paid correctly.

The information below categorises the type of data procession we undertake and the lawful basis we rely on.

<i>Activity requiring your data</i>	<i>Lawful basis</i>
Carry out the contract that Red SW have entered into with you e.g. using your name, contact details, address history and information involving you (DVLA checks, accurate background, drug and alcohol tests) to assess on-going eligibility to work on the contract	Performance of the contract
Ensuring you are paid	Performance of the contract
Carrying out checks in relation to your right to work in the UK	Legal Obligation
Making reasonable adjustments for disable contractors	Legal obligation
Making decisions about pay rates	Our legitimate interests
Ensuring efficient administration of contractual benefits to you	Our legitimate interests
Effectively monitoring both your conduct, including timekeeping and attendance, and your performance and to undertake procedures where necessary	Our legitimate interests
Maintaining comprehensive up to date records about you to ensure, amongst other things, effective correspondence can be achieved and appropriate contact points in the event of an emergency are maintained	Our legitimate interests
Assessing training needs	Our legitimate interests
Dealing with legal claims made against you	Our legitimate interests
Preventing fraud	Our legitimate interests
Ensuring our administrative and IT system are secure and robust against unauthorised access	Our legitimate interests
Sharing with third parties to support/assess your on-going work with us	Performance of contract

E) Retention Periods

Red SW only keep your data for as long as we need it for, which will be at least for the duration of your work with us though in some cases we will keep your data for a period after your work has ended. Some data retention periods are set by the law. Retention periods can vary depending on why we need your data, as set out below:

<i>Record</i>	<i>Statutory Retention Period</i>
Pay rates (including bonuses)	6 years
Worked hours	2 years after they made

<i>Record</i>	<i>Recommended Retention Period</i>
Assessments under health and safety regulations and record of consultation with safety representatives and committees	Permanently
HMRC approvals	Permanently
Drivers files, training record (personal data, ID records, application forms, contracts)	6 years after end of end of work
Drivers drug and alcohol test results	6 years after end of end of work
CRB checks	6 years after end of end of work
Performance data	6 years after end of end of work
Payment/invoicing and data worked record	6 years after end of end of work
Van hire records/ insurance documents	6 years after end of end of work

F) Automated decision making

Automated decision-making means making decision about you using no human involvement e.g. using computerised filtering equipment. No decision will be made about you solely on the basis of automated decision making (where a decision is taken about you using an electronic system without human involvement) which has a significant impact on you.

H) Individual Contractor rights

You have the following rights in relation to the personal data we hold on you:

- The right to be informed about the data we hold on you and what we do with it
- The right of access to the data we hold on you.
- The right for any inaccuracies in the data we hold on you, however they come to light, to be corrected. This is also known as ‘rectification’
- The right to have data deleted in certain circumstances. This is also known as ‘portability’
- The right to object to the inclusion of any information
- The right to regulate any automated decision making and profiling of personal data

More information can be found on each of these rights in our separate policy on rights under GDPR.

I) Consent

Where you have provided consent to our use of your data, you also have the right to withdraw that consent at any time. This means that we will stop processing your data.

Personal Protective equipment (PPE) Policy

This policy identifies the equipment required to meet the customer requirement for deliveries daily

Any independent contractor (IC) who engages with us for service is expected to wear at all times the relevant PPE while providing service.

Steel toe safety shoes -this will protect the drivers/OSM while operating within the customer warehouse and or yard area whilst waiting and loading vehicle. And moving within the customer premises. (Note) No driver will be allowed to load vehicles or walk around the yard areas at the customer premises without wearing the correct footwear, this is the driver's responsibility to provide their own.

High-Viz jackets – All drivers/OSM are required to wear a visible clean high visibility jacket whilst on site at customer premises, and while on the road delivering, this will protect the driver on the customer site while operating vehicles and machinery to load vehicles, and to allow the drivers to remain safe and visible while on road delivering.

No drivers will be allowed to exit the vehicle whilst on a customer site to load vehicles without wearing a high visibility jacket. Wearing the jacket on delivery will also protect the driver and make the driver visible especially on darker morning and evening.

The driver is responsible for making sure they are wearing their jacket daily.

Key Chains – All drivers are required to use a key chain on a daily basis, this is to make sure the vehicle be it leased/hired or owned and the customers products are protected, the key chain is to be used to prevent keys being left in vehicles and vehicles left with the engine running, this will prevent vehicles being stolen, drivers found not to be using key chains or leaving vehicles in vehicles are at risk of being removed from the contract under the customer compliance requirements.

Confidentiality and Non-Disclosure Agreement -Drivers

1. Purpose and Scope

This Confidentiality and Non-Disclosure Agreement is by and between the Company (Red South West) and the Driver as undersigned below and shall be deemed to be made on the date as undersigned below. The aforementioned will be referred to collectively as the "Parties".

The Driver will or may be receiving from the Company Confidential Information (as defined below) of a non-public nature for their use for the purposes of conducting the day to day operations of their service.

2. Confidential Information

The Parties acknowledge that, in the course of the day to day operations, the Driver will receive certain non-public, sensitive, private and proprietary information from or about the Company or its customers and/or clients including (without limitation) computer software and applications, source code, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications. All such information supplied by the Company to the Driver, is hereinafter called "Confidential Information".

The term "Confidential Information" also includes:

- the fact that the Confidential Information has been made available to or is being inspected, evaluated or used by the Driver;
- any information, intellectual property, data, correspondence made electronically or by any other means including verbally, work papers, analyses, compilations, projections, studies, documents, terms, conditions or other materials derived or prepared on the basis of Confidential Information the Company.

Any Confidential Information supplied by the Company to the Driver prior to the execution of this Confidentiality and Non-Disclosure Agreement shall be considered in the same manner and subject to the same treatment as the Confidential Information made available after the execution of this Confidentiality and Non-Disclosure Agreement.

3. Exclusions from Definition of Confidential Information

The term Confidential Information does not include any data or information that:

- has become generally known to the public other than through disclosure by the Company or its Representatives;
- has been approved for release with written authorisation by the Company; or
- is independently developed by the Driver without use, directly or indirectly, of the Confidential Information received from The Company.

4. Obligations

The Driver agrees that they will use any Confidential Information solely for the purpose of providing Driver services to the Company, as defined within the Driver handbook and SLA and for no other purpose whatsoever.

No commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other proprietary rights are granted by the Company to the Driver or by any disclosure under this Agreement.

The Driver shall keep the Confidential Information disclosed to it by the Company confidential and shall not disclose such Confidential Information, in whole or in part, to any person other than its Representatives who need to know such Confidential Information in connection with the business activities of the Company.

The Driver agrees not to prepare any derivative works based on the Confidential Information.

The Driver agrees that any Confidential Information which is in the form of computer software, data, and/or databases shall be used on a computer system(s) that is owned or controlled by the Company.

5. Shared Protection

For the purpose of complying with the obligations set forth herein, the Driver shall use reasonable efforts to protect highly sensitive information and trade secrets.

6. Compliance and Legal Processes

The Driver agrees that if they are requested or required in connection with any legal proceeding or investigation to disclose any Confidential Information, the Driver will:

- promptly notify the Company Directors;
- consult with the Company on the advisability of taking steps to resist or narrow such request or requirement; and
- if disclosure is required or deemed advisable, reasonably cooperate with the Company in any attempt that the Driver may make to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of Confidential Information.

The Driver agrees that if, in the absence of a protective order or receipt of a waiver, the Driver is nevertheless compelled to disclose any Confidential Information to any court, tribunal or other person with jurisdiction over them or else stand liable for contempt or suffer other censure or penalty, the Driver may disclose such Confidential Information, but only such Confidential Information, as in the written opinion of counsel, that they are legally required to disclose.

The Driver shall exercise reasonable efforts to preserve the confidentiality of the Confidential Information, including seeking a protective order or other assurance of confidential treatment to such tribunal or other person without liability under this Confidentiality and Non-Disclosure Agreement, unless such disclosure to such tribunal was caused by or resulted directly or indirectly from a previous disclosure by the Driver was not permitted by this Confidentiality and Non-Disclosure Agreement.

7. Ownership- Return of Confidential Information

All Confidential Information (including tangible copies and computerised or electronic versions thereof) disclosed by the Company to the Driver shall remain the property of the Company.

Within 48 hours (2 days) following the earlier of the withdrawal of the Drivers SLA or expiration of the Confidentiality and Non-Disclosure Agreement, the Driver shall:

- deliver to the Company all tangible materials containing or embodying the Confidential Information furnished to the Driver; and
- either deliver to the Company any other material containing or prepared on the basis of Confidential Information.

The Driver shall not assert, directly or indirectly, any right with respect to the Confidential Information which may impair or be adverse to the Company ownership thereof.

8. Remedies for Breach

Each Party understands and agrees that money damages alone would not be a sufficient remedy for any breach of this Confidentiality and Non-Disclosure Agreement.

The Company shall be entitled to seek injunctive or other equitable relief to remedy or forestall any such breach or threatened breach. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Confidentiality and Non-Disclosure Agreement but shall be in addition to all other rights and remedies available at law or in equity.

Furthermore, any breaching Driver shall be responsible for and immediately reimburse the Company for all costs and expenses, including legal fees and expenses, incurred in connection with enforcing this Confidentiality and Non-Disclosure Agreement.

9. Term- Termination

This Confidentiality and Non-Disclosure Agreement shall remain in force for the entire duration of the Driver's service with the Company. The obligations of the Driver to maintain the confidentiality of the Confidential Information it has received under this Confidentiality and Non-Disclosure Agreement shall continue after any termination of their SLA.

10. No Waiver

No failure or delay by any of the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

11. Severability of Provisions

This Confidentiality and Non-Disclosure Agreement constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof. If any of the provisions of this Agreement are determined to be invalid under applicable law, such provision shall, to that extent, be deemed omitted. The invalidity of any portion of this Agreement shall not render any other portion invalid.

12. Amendment

This Confidentiality and Non-Disclosure Agreement may not be modified, supplemented, or amended orally, but only in writing and signed by all Parties.

13. Applicability of Associated Parties

Any Confidential Information disclosed to the Driver by any of the Company's customers and / or clients and/or a party participating with the Company in any consortium, partnership, business association joint venture or similar business combination, shall also constitute Confidential Information under this Confidential and Non-Disclosure Agreement.

The businesses and interest of Robert Express Delivery Ltd (RED Ltd) are specifically noted as being an associated party and therefore any information belonging to them constitutes Confidential Information under this Confidential and Non-Disclosure Agreement.

Any rights of the Company may be enforced by any such affiliate, customer, client or other entity of the Company in addition to the Company itself with respect to any violation relating to the Confidential Information disclosed by such affiliate, customer, client or other entity, as if such entity were also a party to this Confidentiality and Non-Disclosure Agreement.

14. Governing Law

This Confidentiality and Non-Disclosure Agreement shall be governed by and construed and enforced in accordance with the laws of England and Wales.

15. Notices

Any notices given pursuant to this Agreement shall be made in writing and shall be deemed given when received by the other Party.

16. Agreement

Signed (Diver)

Print Name

Date

Signed (Company Representative) for and on behalf of Red Ltd

Print Name

Date

Please ensure this Agreement is returned to Magda Loznicerui via email magda@reddelivery.co.uk

Drivers' Handbook Receipt & Acceptance Form

I confirm that I have received my own copy of Red's Driver handbook, and that I have read, understood and accepted the rules, policies and procedures contained within it.

Signed

Print Name

Date

Please ensure this form is returned to Magda Loznicerui via email magda@reddelivery.co.uk to indicate your acceptance of the Driver handbook