



UNIHAVEN

The Gateway to Opportunity

EMPLOYEE HANDBOOK

Introduction

On behalf of all at UniHaven Limited (Hereafter referred to as UniHaven Limited) we would like to welcome you to our team. The success of UniHaven Limited depends very largely on the employees themselves, and so we look to you to play your part, as we shall continue to play ours.

The following policies and procedures outline the responsibilities of our relationships: company to employee, employee to company, employee to employee, and that most important relationship of all, our interaction with the customer.

The information contained in this employee handbook has been gathered to help us work together in a spirit of cooperation, understanding and mutual respect.

We are delighted to have you here and look forward to working together to deliver success in both company objectives and personal careers.

Signed:

Brian McDonald
CEO

We ask that you carefully study the contents of this Employee Handbook as, in addition to setting out our policies and procedures, it also contains a great deal of helpful information. If you have any questions about anything discussed in the employee handbook, please feel free to contact us for clarification.

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SECTION 1: INTRODUCTION

1.1 PURPOSE OF THE EMPLOYEE HANDBOOK

The purpose of the handbook is to provide you with some information on a range of subjects related to the Company and your employment. It is not intended to be the sole resource on these issues, rather it sets out the key aspects of terms and conditions and employment policies and procedures. Clarification on any issue should be sought from Elaine Flynn.

This handbook should be read in conjunction with your *Contract of Employment* as both documents constitute your employment contract.

Note:



The presence of this icon in the employee handbook denotes a section where you are asked to think of a real life or hypothetical situation, or scenario linked to the topic being discussed.

This is a confidential document for UniHaven Limited employees only.

1.2 ABOUT UNIHAVEN LIMITED

UniHaven Limited hereinafter is referred to as 'the Company' unless the context otherwise requires.

We are committed to the long-term growth of the Company through meeting our customer's needs. We value all employees within the Company and endeavour to create a safe and positive environment where all are treated with dignity and equality. We acknowledge the need for flexibility with our operations dictated by the ever-changing economy and other political, legal, and environmental conditions. We believe that all our employees, as ambassadors of the Company, should be honest, trustworthy, and loyal and embrace being an integral part of a growing team and company.

1.3 CONFIDENTIALITY AGREEMENT

All employees are required to acknowledge receipt and acceptance of the terms of this handbook, and it constitutes a written agreement not to disclose to third parties, any confidential information, technical or otherwise about the Company, its Customers its services or its members.

SECTION 2: TERMS & CONDITIONS OF EMPLOYMENT

2.1 AMENDMENTS AND ADDITIONS

You will be notified in writing of any changes to your terms and conditions of employment within one month of the changes taking place. This written notification will include the nature and date of the change. This written notification does not apply if the change is as a result of a change in legislation.

2.2 EMPLOYMENT OFFER

Our offer has also been made on the basis of information you have given on your curriculum vitae and during your interviews. If it subsequently transpires that any of this information is false or misleading, the Company reserves the right to withdraw its offer or, if applicable, terminate your employment.

2.3 CONDITIONS PRECEDENT

It is a condition precedent of this offer of employment that the company receives satisfactory references and evidence of your qualifications. The company will request references from previous employers. These references must be on file prior to your commencing employment with the company.

You may also be required to undergo a medical examination with the company's doctor prior to an offer of employment. Confirmation of appointment will be dependent on the doctor confirming you are fit for employment.

2.4 PROBATIONARY PERIOD

You will be required to satisfactorily complete a six-month probationary period of employment. During the probationary period, employment may be terminated at the Company's absolute discretion. In such case, you will be entitled to 1 weeks' notice, after the completion of 13 weeks' service.

The Company reserves the right to extend the probationary period, but in any case, it will not be extended beyond an additional three-month period. The company may if it wishes pay salary in lieu of notice and require that during such notice period you do not carry out any duties or attend at the workplace. During the probationary period, your performance will be evaluated and if successful the company will confirm the cessation of the probationary period. During the probationary period, the provisions of the disciplinary procedure will not apply.

2.5 INDUCTION AND EMPLOYEE TRAINING

On commencement of your employment, you will receive an induction into Company policies and procedures, health and safety procedures, cash and money handling procedures and customer service ethos as deemed pertinent to your role.

Training specific to the job role will be provided on commencement if required also.

2.6 PERFORMANCE REVIEW

It is Company policy to monitor your work performance on a continuous basis to provide you with every opportunity for maximum personal development within your role. The performance review plan serves as a communications tool between you and your Manager to set performance goals and is comprised of job elements and performance standards. Job elements state your major job responsibilities and are based on the major duties in your position description. Performance standards are based on your job elements and are designed to let you know what is expected of you in terms of the quality, quantity, timeliness, and priority of your work.

2.7 JOB FLEXIBILITY

It is an express condition of your employment that you are prepared, whenever necessary, to transfer to alternative branches or duties within the business. This flexibility is essential as the type and volume of work is always subject to change and allows us to operate efficiently and to provide unrivalled service to our valued customers.

2.7.1 Travel Allowance

In the event you are requested to carry out your duties in a company location outside of the principal location specified on your contract of employment you will be allowed to claim for mileage expenses at current company rates. Arrangement regarding mileage expenses must be confirmed with your line manager in advance.

2.8 CONFLICT OF INTEREST

It is a condition of your employment that whilst you are an employee, you do not have any outside financial interests, or engage in any outside business or financial activity, which conflicts with, or might conflict with, the interests of the company.

Your acceptance of an offer of employment with the Company will be taken as confirmation that you do not have any such conflicts of interest. If a conflict of interest should subsequently arise, you should discuss the issue with your line manager.

All employees are required to act in the best interests of UniHaven Limited.

Outside interests extends to devoting Company time to personal social media campaigns to generate followers, likes, etc on personal projects, personal business concepts or private events.

Where you require time off for a registered charitable venture or event, please bring this to the attention of your line manager to see if local agreement can be reached on same.

2.9 LAY OFF/SHORT – TIME

While it is UniHaven Limited's intention to provide continuity of employment, there may be circumstances outside of the Company's control which necessitate short-time working or periods of lay-off. In order to avoid such circumstances, employees must be prepared to accept reasonably alternative work, which could include tasks not normally undertaken / completed by employees.

Should the need arise to put staff on short time or to lay them off, the Company will give as much notice as is reasonable in the circumstances. Employees will be paid only for actual hours worked during such periods.

2.10 GIFT'S, ENTERTAINMENT & SPONSORSHIP

Our intention is to ensure that we in UniHaven Limited promote the highest ethical behaviour standards in the conduct of its business. Employees are responsible for ensuring that they maintain the highest standards in all interactions and communications with;

- Colleagues
- Consultants
- Contractors
- Business Partners
- Universities
- Sponsors
- Agents

- Third – Party Representatives
- Seconded Workers
- Interns
- Agency Workers
- Casual Workers
- Volunteers
- Any other person or organisation associated with us.

Therefore, all employees of UniHaven Limited should never petition or accept personal gifts, from the list above which is not intended to be exhaustive. When such a situation accrues you must speak with your line manager immediately for assistance and guidance in resolving the situation.

2.11 OTHER EMPLOYMENT

It is a condition of your employment that whilst employed by the Company, you do not enter into employment with another company or undertake work on a freelance basis without the prior written permission of the Company. Your total aggregate hours of all employment cannot exceed the legal limitations set out in Organisation of Working Time Act 1997.

2.12 HOURS OF WORK AND SHIFT REQUIREMENTS

Your hours of work are set-out in the terms in your Contract of Employment. Any permanent changes to your working hours or the conditions of your employment will be noted in your employee file.

2.12.1 Breaks

In accordance with working time legislation the Company is committed to the welfare of its employees regarding the amount of time they spend at work. All employees whether full-time, part-time or flexi-hours are covered by the Organisation of Working Time Act 1997. The Company acknowledge that exceptional seasonal demands place additional onus on staff to meet customer needs. The cumulative hours worked by any individual will be closely monitored and a necessary compensatory rest periods required will be arranged in due course.

Daily Break Period All employees must take a break of at least 15 minutes if working more than four and a half hours or a break of at least 30 minutes if working more than six hours (this may be inclusive of the initial 15 minutes break).

Daily Rest Period Employees affected by this legislation must take a rest period of 11 hours consecutively in each 24-hour period.

Weekly Rest Periods All employees must take a rest period of at least 24 consecutive hours in each period of seven days.

All offices and Colleges will remain fully operational between the hours of 08:00 – 18:00 hrs Monday to Friday. Breaks and lunch breaks must be staggered so there is no disruption to student and stakeholder service and teaching.

2.13 PAYMENT TERMS

The Company aims to maintain a compensation (wages/salary, employee benefits, annual leave, etc.) system that is fair and internally equitable. Rates of pay are determined based on National Agreements, job requirements, the competencies required to do the job, the performance of the Company and the economic and commercial environment within which it operates.

Your remuneration is specified in your *Contract of Employment*. Pay reviews in the Company are based

on four main principles, 1) National Wage Agreement, 2) Ability to pay, 3) Performance of employee during the year, 4) position against market. A review, where applicable, will only be conducted for those employees who have successfully completed their probation periods and who are not subject to the company's disciplinary procedure.

2.13.1 Payment of Wages Act Consent

This Agreement constitutes your prior written consent in writing to all deductions or payments under the Payment of Wages Act, 1991 as are contemplated by your contract of employment or this Employee Handbook.

2.13.2 Overtime

The company must be responsive to the needs of our customers. Consequently, employees may be required to work a reasonable amount of overtime. Such overtime working must not conflict with the Organisation of Working Time Act 1997, in particular legislation on working hours and rest periods. The principles of the Act must carry through into our work practices. All overtime must be worked in accordance with the principles of the Organisation of Working Time Act 1997.

The Company continues to look at ways and means of improving the work/life balance of our employees, bearing this in mind we need to ensure that the legislation of working hours and rest periods are applied.

Overtime is scheduled at Manager's discretion and is subject to their authorisation. Management reserves the right to determine the duration of overtime and the number of employees required to work same. It is recognised that overtime working is not compulsory, but employees agree to co-operate in working reasonable amounts of overtime as deemed necessary by management to meet business and customer requirements.

For all other staff members (part-time, fixed-hours, flexi-time and weekend staff) any overtime hours worked will be paid at the normal rate of pay as stated on the contract of employment.

2.13.3 Pay Periods

All employees are required to register their start and end times and break times on a daily basis using the relevant local system/procedures.

Your pay period and whether you are paid weekly in arrears or monthly at month end is determined by your class of employment within the Company (full-time, part-time, flexi-hours, etc.) and is stated on your Contract of Employment.

2.13.4 Public Holidays

See Section 4.1.5 of this handbook.

2.13.5 Sick Pay

See Statutory Sick Pay (SSP) 2.13.6.

2.13.6 Statutory Sick Pay

In June 2021, Ireland decided to establish a Statutory Sick Pay (SSP) scheme. On the 13th of July 2022, the Bill was passed by the Oireachtas, becoming law on the 20th of July 2022 and is in effect from the 1st of January 2023.

All employees are entitled to 3 days of paid sick leave in 2023; then, in 2024, this rises to five days

before increasing again in 2025 (seven days) and 2026 (10 days).

UniHaven Limited will introduce SSP as per the legislation in the coming years.

Under the scheme, SSP entitlements apply to both full and part-time employees.

Employees will be entitled to a rate of 70% of usual daily earnings up to €110 a day for three days.

The eventual 10 days, or two working weeks, of sick pay per year, will be in addition to other leave entitlements, including annual leave, parental and maternity leave, and all public holidays.

The Act sets out the conditions under which employees can take statutory sick leave:

- Employees must have completed 13 weeks of continuous service before taking statutory sick leave.
- The employee must provide their employer with a certificate from a registered medical practitioner and the certificate must state that the employee named is unfit to work due to their illness or injury.
- The leave must be in relation to a day or days when an employee would ordinarily work but is incapable of working due to illness or injury.
- The leave can be taken on consecutive days or non-consecutive days.

When employees have availed of their entitlement to paid statutory sick leave and are still unfit to return to work may qualify for Illness Benefits. Employees must contact the Department of Employment Affairs and Social Protection directly to apply for Illness Benefits.

If an employee is absent from work due to illness or accident. In that case, the Company may, at its absolute discretion, pay the employee their remuneration for a maximum aggregate period of 6 working days (pro rata) of such absence in any period of 12 months. Only two uncertified sick days can be taken at any time, as a medical certificate for a qualified practitioner is required on the third day of any absence. It should be noted that where absence is frequent or repetitious, the Company reserves the right to refer the sick employee (even if the sickness is certified) to a doctor nominated by the Company.

2.13.7 Personal Retirement Savings Account

UniHaven Limited will facilitate through payroll any employee who chooses to set up a PRSA.

N.B.: If you wish to start a PRSA, you do not have to use the nominated Company provider, you can make contributions, to another provider directly from your private Bank account.

UniHaven Limited recommends that you receive independent advice before entering any PRSA or Pension scheme.

2.13.8 Bonus

Where the awarding of a bonus payment forms part of your terms and conditions of employment the following will apply:

- The payment of bonus is not a guaranteed payment and
- Will be awarded to eligible employees as per the criteria which sets out the awarding of bonus payments.

No bonus awards will be paid to employees in the following circumstance:

- You are not in employment with the company at the time when bonus payments are been made to eligible employees.

- You are subject to disciplinary action during the review period, of any bonus payments as per your contract of employment.
- In the event that the company is not in a position to pay a bonus, due to insufficient funds, where the payment of bonus would, jeopardise the financial position of the company, the company may not award or defer bonus payments to eligible employees.
- Periods of unpaid leave will be deducted on a pro rata basis from any bonus payments to eligible employees.

2.13.9 Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause difficulties to you personally, arrangements may be made with Brian McDonald, in certain circumstances, for the overpayment to be recovered over a longer period but not exceeding two months.

2.14 ATTENDANCE AND ABSENTEEISM

Maintaining our reputation for a quality service depends upon your punctual and full attendance at work. The importance the Company places on full attendance and punctuality is reflected in the fact that these are important criteria for consideration at salary and performance reviews and internal promotions or transfers. Failure to comply with the absence procedure will be dealt with under the disciplinary procedure.

2.14.1 Absence from Work – Notification Requirements on the Day

If you are unable to attend work, for whatever reason (apart from approved leave), you must ring your line manager.

- within an hour of your start time if your start time is 09:30am on your first day of absence to explain the circumstances. You must give sufficient details about the nature of your illness and, if possible, you should indicate how long your absence is likely to last.
- Within four hours of your start time if your start time is later than 09:30am on your first day of absence to explain the circumstances. You must give sufficient details about the nature of your illness and, if possible, you should indicate how long your absence is likely to last.
- The Company will deduct 0.5 day's leave for lateness after 10:15am any day and for leaving before 3pm any day.
- Failure to abide by these policies may lead to disciplinary action.

You personally, must make every effort to speak with line manager; only in very exceptional circumstances should you either-

- Leave a message with anyone else, as leaving a message with another colleague is not acceptable.
- Have anyone else call in on your behalf. You personally need to contact your line manager rather than a friend/girlfriend/boyfriend/mother etc.
 - **Text messages, emails, WhatsApp messages etc., are not an accepted form of communication.**

Please note that if you are absent for more than 3 days the Social Welfare entitlements for the period that you are absent will be deducted from your salary at the next and subsequent payrolls.

2.14.2 Punctuality

You are expected to be at your workstation at your agreed start time. If you arrive late, you must report to your Manager before starting work.

If you anticipate being more than fifteen minutes late for work, you must ring your line manager.

The appropriate stage of the Disciplinary Procedure will be instigated if an employee is persistently late. Persistent lateness is defined as:

- More than three occasions late in a four-week period; and
- More than 150 minutes late in four-week period

2.14.3 Doctor/Dentist Appointment

If, for reasons such as a doctor's/dentist's appointment, you need to request time off, you must agree the time in advance, with your line manager so that he/she can arrange the necessary cover. Such time off is at your own expense. Where possible, appointments should be made outside your normal working hours.

2.14.4 Sickness Whilst at Work

If you fall ill at work, you should get authorisation from your line manager to leave work.

2.14.5 Absence due to Sickness

In the case of absence due to sickness, you must also advise your line manager of the nature of your illness and your expected date of return.

Before returning to work from sickness absence, you may be required to provide a doctor's verification/certificate that it is safe for you to do so. The company may, at any time, require an employee to submit to a medical examination by a doctor nominated by the company regardless of the length of absence.

2.14.6 Medical Certificates

All staff must provide medical certificate as per legislation regarding Statutory Sick Pay (SSP) see Sick Pay see Sick Pay 2.13.6 (Pg 17).

If you are absent from work due to sickness on the third working day of absence, you must submit a medical certificate to your line manager so that it is received on or before the fourth day of absence. Where this is not possible, you must contact him or her to explain the reason. All medical certificates must state the nature and expected duration of your illness.

In the case of ongoing sickness or illness you must telephone your line manager every Monday, advising that the absence is going to continue. Medical certificates must also be submitted on a weekly basis.

Note: that any misrepresentation on medical certificates may lead to instigation of disciplinary proceedings.

2.14.7 Illness while on annual leave

If an employee should fall ill while on annual leave you should inform your line manager. The Company will treat the holiday leave as sick leave if medical certification is provided.

2.14.8 Absence adjacent to holiday leave

If an employee should fall ill adjacent to approved holiday leave it is at the company's discretion to withdraw approval for that holiday leave. Should approval be withdrawn, your line manager will inform you of this.

2.14.9 Referral to the Company Doctor

The Company will be entitled, at its expense, to require you to be examined by an independent medical practitioner of the Company's choice at any time (whether or not you are absent by reason of sickness or injury) and you agree that the doctor carrying out the examination may disclose to and discuss with the Company the results of the examination.

An employee will always be given at least 48 hours' notice to attend the company appointed Doctor, Employees will be asked to inform their Manager of any problem with attendance at the appointment as failure to notify your Manager results in an additional cost to the Company.

2.14.10 On Your Return to Work

Immediately on your return to work from sick leave, you must report to your line manager to discuss with you the reason for your absence and complete the return-to-work interview with you.

2.14.11 Short-term Persistent Sickness Absence

In cases where you are consistently absent, whether medically certified or not, the Company reserves the right to initiate disciplinary procedures. This will also apply where your absence shows an unacceptable pattern or failure to meet contractual obligations i.e. attend work.

2.14.12 Excessive Sickness Absence

Due to possible impacts to your contractual obligations or your capability to carry out your role any unacceptable pattern or high level of sickness absence will lead to a formal interview with your line manager. After each instance of absenteeism your line manager will conduct a return-to-work interview with you. On the third return to work interview in as many months, your manager will explain to you that you are now in a formal counselling session. Failure to improve attendance can lead to disciplinary action being taken.

The formal counselling session will aim to:

- Identify the frequency and reason for the absence and ensure that the employee is aware that the absence record is giving cause for concern.
- Advise the employee to seek medical attention if there is an underlying medical problem. The company can request a medical report, if appropriate.
- Inform the employee that the persistent short-term absences are unacceptable and put continued employment at risk.
- Consider the employee's personal problems within reason.
- Agree a reasonable time period over which the employee's attendance can be assessed.
- Indicate what the next step will be if the employee fails to reach the standard required. These standards or targets should be specified.

After the counselling session a letter will be drafted confirming the facts, the action to be taken and specifying what will happen if attendance is not improved. If, after further reviews, it is still not possible for you to achieve the level of attendance set out, then you may be dismissed on the grounds of incapability. The Company reserves the right to terminate an employee's employment in the event of repeated short-term absences.

2.14.13 Long-term Sickness Absence

The Company will treat all employees who are seriously ill for a prolonged period of time with sensitivity and care. Each case will be dealt with individually whilst following company policy.

In the case of prolonged absence due to sickness or injury (i.e., 2 consecutive weeks or more sickness absence in any 12-month period) the Company reserves the right to ask you to attend the Company doctor and/or to ask for a medical report from your GP, to advise us on your fitness for work. The results of any such examination will, of course, be confidential and the Company will meet any cost.

You are required to maintain regular contact with your line manager for the duration of your illness. In the case of ongoing sickness or illness you must telephone your line manager every Monday, advising that the absence is going to continue and your expected return date if known. Medical certificates must also be submitted on a weekly basis.

The capacity in which an employee can return to work will be discussed with you. If you are capable of returning to work but not to the same job, the Company will assess at its discretion, the situation with a view to finding suitable alternative employment (if any). In some instances, a dismissal due to incapacity with notice will arise.

2.14.14 Attendance during Adverse Weather and Red Weather Alerts

In developing this policy, account was taken of the 'Be Winter Ready' booklet produced by the Office of Emergency Planning and developed in association with other organisations including the Department of Education & Skills, the RSA, An Garda Síochána, the Health & Safety Authority, and Met Éireann.

RED Weather Warnings are defined as heavy snow or ice accumulations, flooding, hurricane, or tornado damage that can seriously impact on employees and affects the normal operations of the Company. Most adverse weather warnings are issued in advance, and adequate time is provided for all employees to take preventative and corrective measures.

The Company will keep itself up to date, with local and national weather forecasts and will advise all its staff by way of email, text, or phone as to its plans regarding what action and procedures must be taken.

Employees will not be paid for days off during periods of Red Weather Alerts, should such a scenario occur. If a Red Weather Alert is issued during the course of a normal working day, Management reserve the right to assess the hazard and risks before issuing an instruction. In this instance you will be paid for the hours worked up to the Management deciding to close the business premises or for the entire day if the decision is made after 3pm.

The 3 different type of warning all depicted by colour and actions.

Yellow: Be aware. Severely bad weather is possible over the coming days.

Amber: Be prepared. There is an increased likelihood of severely or extremely bad weather.

Red: Take action. Extremely bad weather is expected.

Employees shall not decide to take any action including refusing to attend work, refusing to perform their duties while at work, leave without permission or refuse to follow instruction that serves to secure their safety and that of fellow colleagues or company property.

2.15 RETIREMENT

Normal retirement occurs on your 66th birthday. It is our policy for employees to retire at the end of the week in which their 66th birthday falls. Changes to the age at which you are eligible for the state pension can be discussed should such changes be introduced. In certain circumstances consideration may be given to continued employment being offered to you and/or fresh employment offered after retirement. Such offers will be totally at the discretion of the Company.

2.16 INTRODUCTION OF NEW WORKING PRACTICES

Our business is a highly competitive one and one where we are constantly striving to find new and better ways of working. Change, whether initiated by market demands or by the introduction of new technologies, will be an integral part of your employment with the Company. Your co-operation in the change process is vital to our success. In turn, and where possible, we will make every effort to discuss any material changes with you in advance and to minimise the degree of disruption.

2.17 PERMIT TO WORK (non-EU nationals)

It is a condition precedent of this offer of employment that the Company receives satisfactory evidence of your permission to work in Ireland. For example, you may need to provide some or all of the following documents:

- Current Passport
- Garda National Immigration Bureau (GNIB) Registration Card
- Original employment permit

If you are likely to have difficulty in producing the documents as specified above, please let the Company know as soon as possible.

2.18 CAPABILITY AND COMPETENCE

2.18.1 Introduction

We recognise that during your employment with us your capability or competence to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

2.18.2 Job Changes

- If the nature of your job changes, we will make every effort to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. If we have concerns regarding your capability these will be discussed in an informal manner and you will be given time to improve.
- If your standard of performance is still not adequate you will be invited to a formal meeting and may be issued with a verbal warning. Failure to improve and to maintain the performance required could lead to further warning in writing.
- If your standard of performance is still not adequate you will be invited to a subsequent formal meeting and the outcome could be a warning in writing that a failure to improve and to maintain the performance required could lead to a further final warning. We will also consider the possibility of a transfer to more suitable work if possible.
- If there is still no improvement after a reasonable time, you will be issued with a final warning

that you will be dismissed unless the required standard of performance is achieved and maintained if we cannot transfer you to more suitable work.

- If such improvement is not forthcoming after an agreed period of time, you will be dismissed.
- Every effort will be made in between meetings to set out achievable targets and objectives and you will be fully aware of the level of performance expected of you.
- We reserve the right to take into account an employee's length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any formal warnings before dismissal. However, you will retain the right to a formal disciplinary hearing, the right of representation and the right to appeal.

2.18.3 Personal Circumstances

- Personal circumstances may arise in the future which do not prevent you from attending for work, but which prevent you from carrying out your normal duties (e.g., lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to cooperate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
- There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances, we will need to know when we can expect your attendance record to reach an acceptable level and again this can usually be most easily obtained by asking your doctor for a medical report. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

SECTION 3: EMPLOYMENT POLICIES AND PROCEDURES

3.1 DISCIPLINARY PROCEDURE

Our reputation is maintained by the high standards of work and general conduct of our employees. The required standards and company rules and policies will be discussed with you at induction, during your training and in the course of your work.

This document details the procedure, which would be followed in the event of it proving necessary to take action of a disciplinary nature against an employee. The intention is that potential disciplinary cases be dealt with at an early stage with a view to resolving problems as quickly and fairly as possible. The Company wishes to emphasise and encourage improvements in individual conduct.

3.1.1 Procedure

The procedural steps set out below are a guide and will not be followed in full in every case. The point at which the procedure is entered or the omission of any of the stages will depend entirely on the seriousness of the offence from the Company's perspective. Thus, a series of minor offences or a repetition of one such offence may involve the entire procedure whilst a more serious offence may well call for a final warning or dismissal as the initial sanction.

It should be recognised that informal reprimands given by an employee's Manager are part of their working relationship and are outside the scope of the disciplinary procedure.

- Stage 1** Verbal Warning - (For Minor Offences). In the case of minor offences, the employee will be given a formal verbal warning. This warning will be confirmed in writing. If the employee makes satisfactory progress, the verbal warning will cease to be live after six (6) months, that is, it will then be disregarded for future disciplinary purposes.
- Stage 2** First Written Warning - If a second or subsequent minor offence occurs after the issue of a formal verbal warning, or if a more serious offence occurs, the employee will be given a first written warning. The written warning will be confirmed to the employee in writing and a copy will be placed in the employee's personnel file for a period of 12 months, after which time it will be disregarded for disciplinary purposes, subject to satisfactory conduct and performance.
- Stage 3** Final Written Warning - If a second or subsequent offence occurs after the issue of a first written warning, or if there is a first offence, which the Company considers warrants it, a final written warning will be given to the employee. The final written warning will be confirmed to the employee in writing and a copy will be placed in the employee's personnel file for a period of 12 months, after which time it will be disregarded for disciplinary purposes, subject to satisfactory conduct and performance.
- Stage 4** Dismissal - is regarded as the ultimate sanction and will only be used as a first sanction in cases other than minor offences. Dismissal will be used in relation to minor offences where the employee on a former occasion has been issued with a final written warning in respect of previous complaint for the same type of, or different offence. Demotion or redeployment may be considered as an alternative to dismissal in appropriate cases.

Where a decision to dismiss has been taken the employee will be informed that they will receive a formal written notice of this decision, together with a clear statement of the reasons for dismissal.

3.1.2 Procedure appropriate at each stage

At each stage, the complaint against the employee shall be notified to the employee and they shall be interviewed and given the opportunity to state their case accompanied by a representative.

Where relevant, and in circumstances where a sanction is applied short of Dismissal, the employee shall be informed of:

- Their alleged shortcoming/misdemeanour.
- What, in the view of the Company, needs to be done by way of improvement.
- The period of time during which such improvement is to be shown.
- The consequences of there being no improvement.

If any assistance or training is to be provided this will be detailed in writing after any stage within the procedure. If a verbal warning is given, then written record of this warning will be made in the employee's file.

As each warning is given the Company and the employee shall agree (or in default of agreement between the Company and employee, the Company shall specify), the period of time to be allowed for improvement not only to be achieved but also to be sustained.

3.1.3 Role of Representative

At all formal disciplinary meetings, including appeals, the employee may choose to be accompanied by another employee of the Company.

The representative may;

- a) Put the employee's case.
- b) Sum up the employee's case.
- c) Respond on the employee's behalf to any view expressed at the hearing.
- d) Confer with the employee but may not answer questions on the employee's behalf.

3.1.4 Offences involving Gross Misconduct

The Company may summarily dismiss any employee who is guilty of gross misconduct. Before any disciplinary action is taken the employee shall be interviewed and informed of the allegations against them. The employee is to be given ample opportunity to state their case. They shall be told that a Representative can accompany them. When a decision in respect of the matter has been made the employee will be informed and where this decision is to dismiss the employee will be informed that he/she will receive formal written notice of this decision. The following list includes (but is not confined to) examples of the circumstances, which will be regarded as 'Gross Misconduct.' Please note that this list is not exhaustive.

- Failure or refusal to carry out duties as set out in your terms and conditions of employment, or failure to carry out a reasonable management instruction.
- Persistent poor time-keeping or absence from work.
- A serious breach of the Company Privacy and Data Protection Policy.

- Gambling or money lending on the company premises.
- Unauthorised use of computer terminals/systems or unauthorised entry into files.
- Misuse or misappropriation of the firm's property or equipment.
- Action or behaviour likely to bring the company into disrepute.
- Fraud or dishonesty.
- Disclosure of confidential information or documents unless expressly authorised to do so.
- Violence, threatening or grossly offensive behaviour towards another employee, a client or member of the public.
- Extreme or persistent negligence in duties as laid down in your terms and conditions of employment.
- An act that endangers the safety of others.
- Abuse of alcohol or drugs during the course of work.
- Conviction of an offence which is inconsistent with your position or renders you unacceptable to other members of staff.
- Falsification of timesheets or expense claims.
- Acceptance of financial or other rewards from any third party without disclosure to or approval from the company.
- Serious breach of your terms and conditions of employment.

3.1.5 Suspension

At each stage, the Company reserves the right to suspend the employee without pay for a period not exceeding three days and for a longer period with pay should further suspension be necessary in circumstances where:

- The action complained of requires the immediate removal of the employee from their place of work pending a decision concerning any disciplinary action to be taken and/or
- The action complained of/alleged requires investigation and it is considered by the Company that it is undesirable for the employee to remain on duty.
- During the period of suspension, the employee will not be entitled to access to any of the Company's premises except with the prior consent of the Company and subject to such conditions as the Company may impose.

For the avoidance of doubt, by the signing of your written contract of employment and/or the signing of this Handbook, you hereby give your prior consent and authority in writing for any deduction from your remuneration of whatever nature to be made pursuant to the terms of your employment contract whether such term or terms be oral, written, express, or implied, pursuant to Section 5 of the Payment of Wages Act, 1991, and in particular for a deduction consisting in whole or in part of a deduction of wages or other remuneration by reason of your suspension without pay.

3.1.6 Appeals

The employee has the right to appeal against any disciplinary action taken against him/her. An employee wishing to appeal should lodge a Notice of Appeal in writing within 5 working days after the date of effective termination of their employment or receipt of written warning or disciplinary action, stating whether or not they wish to be represented at the hearing and giving the name of their representative and also naming any witnesses who they wish to call, and no disciplinary sanction shall take effect until after the time for lodging an Appeal has expired, or until after the Appeal has been determined as the case may be.

Appeals will be heard by a Manager or (at the Company's election) by any other suitable person who has had no previous involvement in the case. Within 5 days of the receipt of such a notice of appeal the Company will write to the employee and his/her representative, giving not less than 3 working days' notice of the hearing.

The proceedings will normally take the following form:

- The Company representative who sanctioned or dismissed the employee shall briefly outline the grounds for the sanction or dismissal. They will then submit any documentary evidence and call any witnesses necessary in support of his/her action, and after questioning them, the employee and person conducting the proceedings may question them further.
- The employee or their representative will briefly state the grounds of appeal.
- The employee will submit any documentary evidence and call any witnesses necessary to support their appeal.
- The Company representative will summarise the evidence for disciplinary sanction.
- The employee will summarise the grounds for their appeal.
- The person conducting the proceedings will consider their conclusions and write to the employee to convey the Company's decision, following the hearing.

An appeal can be made on the following grounds;

- a) Where the employee believes that the disciplinary decision is unjust or;
- b) Where the employee contends that a matter of fact has been omitted or, if referred to at the disciplinary meeting, that fact has not been properly taken into account in reaching the decision or;
- c) Where the employee contests the appropriateness of the type of disciplinary action decided upon.

3.1.7 Disciplinary Rules

The disciplinary rules set out hereunder are provided to indicate the standards of performance and behaviour at work, which can reasonably be expected from employees. It is impossible to list all possible acts of indiscipline, which could occur in any employment, and it should therefore be noted that the rules indicated below are not exhaustive and can serve only as a guide.

3.1.8 Misconduct

Except in trivial cases which will be treated as misdemeanour's the following are examples of actions which constitute misconduct and may lead to summary dismissal:

- Refusal to carry out reasonable instructions from a Manager.
- Theft, either from the Company, its employees, clients, students, universities, or agents, including the unauthorised possession of any of the Company's goods, materials, products or produce.
- Fraud: any deliberate falsification of records or any deliberate attempt to defraud the Company or fellow employees. Fraud can include falsification of time sheets, travel claims, self-certification forms, etc.
- Violence: any fighting or violence or threats thereof, involving any fellow employee or any

other person which takes place on the Company's premises or while on the Company's business.

- Indecency, which is related to employment with the Company.
- Deliberate damage to Company's property, or to the property of fellow employees.
- Use of Company vehicles and/or commercial vehicles without authorisation.
- Carrying unauthorised goods or passengers in Company commercial vehicles.
- Intoxication on the Company's premises or the bringing of intoxicants or illegal drugs onto the Company's premises at any time.
- Carelessness or negligence: including any action or failure to act which threatens the health or safety of any fellow employee or member of the public including any disregard of safety rules which jeopardises the safety of those on the Company's premises.
- Loss of driving license where driving on public roads forms an essential part of an employee's duties.
- Failure to comply with the provisions of the Company's Health and Safety Policy.
- Failure to observe the confidential nature of information concerning the Company and the Company's clients.
- Undertaking private work on the Company's premises and/or working hours without express permission.
- Working in competition with the Company.
- Any conduct, which does or may bring the Company's business into disrepute.
- Breach of contract of employment: any fundamental breach of contract, which renders continuation of employment impossible including failure to meet statute, related provisions.
- Sleeping during working hours.
- Harassment of other employees or of others, whether the harassment is sexual, racial or of any other kind.
- Discrimination against other employees, applicants for employment or others which is on grounds of gender, race, colour, ethnic origin, membership of the Travelling community, marital status, family status, disability, religion, sexual orientation, age, nationality, part-time or fixed term status or any other serious breach or non-observance of the Company's Equality Policy.
- Obtaining unauthorised access to, making unauthorised use of, or making unauthorised amendments to information stored on computers, computer software or computer hardware.
- Sexist or racist conduct or behaviour of any kind.
- Failure to comply with the provisions of the Company's electronics communications policy-
 1. wilfully and knowingly introducing a virus on to the Company's computer system;
 2. using an unauthorised software on the Company's computer equipment;

3. sending email of a malicious, fictitious, defamatory, or pornographic nature or downloading material of a malicious, fictitious, defamatory, or pornographic nature onto the Company's computers;
4. In this regard employees should note that persons reporting suspected child abuse in good faith will not be penalised in any way and are afforded the protections contained in the Protection for Persons Reporting Child Abuse Act, 1998.

3.1.9 Minor Offences

The following are examples, which may be regarded as action warranting disciplinary action amounting to less than summary dismissal, and for which dismissal may be appropriate if corrective action is not taken after the issue of a verbal and/or written warning:

- Unauthorised absence.
- Poor standard of work; or inadequate attention to work.
- Poor timekeeping or attendance: every employee is required to give constant and regular attendance within the terms of their contract of employment.
- Provocative, abusive, or truculent behaviour.
- Failure to abide by the general environmental rules and procedures.
- Failure to immediately report any damage to property or premises caused by you.
- Failure to report an incident whilst driving Company vehicles, whether or not personal injury or vehicle damage occurs.
- Using the Company's computer system for unauthorised personal use.

3.2 GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to enable any employee who feels they have a grievance or concern about any matter concerning their employment to be able to raise that matter with management in an endeavour to resolve the issue.

The Company takes pride in its "Open Door" policy and actively encourages employees to talk to their line manager and discuss issues that affect them and their working environment. The grievance procedure, set out below, exists to enable any complaint or problem which is work related and which you are unable to resolve informally - to be handled in a fair and consistent manner. It is important that such issues are dealt with as quickly as possible. In all issues, the aim of the procedure is to settle a grievance as near as possible to the point of origin.

In this respect, the Company's policy is to encourage free communication between employees and their managers to ensure that questions and problems arising during the course of employment can be aired, and where possible, resolved quickly, to the satisfaction of all concerned. To this end, the following procedure should be followed where an employee has a grievance arising from their employment.

3.2.1 Stage 1

The initial complaint must be made on a one-to-one basis with the employee's line manager. Where an employee feels that they are unable to state the problem or their case properly, they may ask a representative to accompany them. The line manager will have a discussion with the employee and will attempt to resolve the issue. The line manager shall prepare a summary of the employee's complaint and solutions proposed following the interview, a copy of which will be given to you. If the matter has been satisfactorily resolved, the summary of discussions will be placed on the employee's personnel file for possible future reference.

3.2.2 Stage 2

When the job-related problem is not satisfactorily resolved, at line manager Level or when the problem relates to your immediate superior's conduct, you may raise the matter in writing with the next level of management. The line manager will acknowledge receipt of the grievance, in writing, where practicable within 5 working days. The line manager will meet with the employee concerned to discuss the grievance. Where an employee feels that they are unable to state the problem or their case properly, they may ask a representative to accompany them. The Management shall prepare a summary of the employee's complaint and solutions proposed following the interview, a copy of which will be given to all concerned. If the matter has been satisfactorily resolved, the summary of discussions will be placed on the employee's personnel file for possible future reference. The aim is to reach a satisfactory solution.

3.2.3 Stage 3

This is the final stage. If the matter is still unresolved you should raise the matter in writing with the line manager who will acknowledge receipt of the grievance, in writing, where practicable within 5 working days. Where an employee feels that they are unable to state the problem or their case properly, they may ask a representative to accompany them. A full investigation into the job-related problem will be conducted. The line manager shall prepare a summary of the employee's complaint and solutions proposed following the interview, a copy of which will be given to all concerned. This decision will be final and there will be no further consideration of the grievance within the Company. Should the employee wish to pursue the matter further they may refer the issue to an appropriate external forum.

In the event of issues arising, which cannot be immediately resolved, and in order that the Company may investigate the matter fully and without prejudice in accordance with the above procedure, it may be necessary and appropriate to suspend employees with pay during the period of investigation. All employees involved in the investigation are expected to respect the need for confidentiality. Failure to do so will be considered a disciplinary offence. In all stages of the grievance procedure confidentiality is essential.

3.2.4 Grievances during disciplinary procedures

If an employee raises a grievance, where the reason for the grievance is actual disciplinary action by the Company, we will hear the grievance as part of a disciplinary appeal hearing (see 3.1.6 Appeals). In the event that the Company is notified of the grievance after an appeal hearing has been held, a separate grievance meeting will be held.

3.3 HARASSMENT AND SEXUAL HARRASSMENT

The Company fully supports the right of all employees to seek, obtain and hold employment without discrimination. The Company is therefore committed to ensuring that the workplace is free from sexual harassment, harassment and bullying. All employees should be aware of the provisions of this policy.

Harassment is a form of discrimination. It is usually unlawful behaviour contrary to the Employment Equality Acts, 1998-2015, or the Equal Status Act, 2000, and may also constitute Defamation at Common Law, or under the Defamation Act, 1961 or Article 40.3.2 of the Constitution and it is also improper and inappropriate behaviour, which lowers morale and interferes with work effectiveness.

Harassment will not be permitted or condoned within the working environment. Appropriate disciplinary action, including dismissal for serious offences, will be taken against any person who violates this policy.

3.3.1 Definition (Harassment)

Harassment is defined as any form of unwanted conduct related to a person's relevant characteristic as defined by the Employment Equality Acts, 1998-2015 being conduct which has the purpose or effect of violating a person's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment for the person.

3.3.2 Behaviour that may constitute harassment.

Many forms of behaviour may constitute harassment including: -

- Verbal harassment - jokes, comments, ridicule, or songs.
- Written harassment - including faxes, text messages, e-mails, social media postings or notices.
- Physical harassment - jostling, shoving or any form of assault.
- Intimidatory harassment - gestures, posturing or threatening poses.
- Inappropriate use on on-line social media platforms and/or forums.
- Visual display such as posters, emblems or badges or on-line content posted to social media platforms.
- Isolation or exclusion from social activities.
- Pressure to behave in a manner that the employee reasonably thinks is inappropriate, for example, being required to dress in a manner unsuited to a person's ethnic or religious background.

3.3.3 Definition (Sexual Harassment)

Sexual harassment is defined as unwanted verbal, non-verbal or physical conduct of a sexual nature being conduct which has the purpose or effect of violating a person's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment for the person.

3.3.4 Behaviour that may constitute sexual harassment.

Many forms of behaviour may constitute sexual harassment including:

- Unwelcome acts of physical intimacy.
- Unwelcome requests for sexual favours.
- Any other act or conduct including spoken words, gestures, or the production, display or circulation of written words, pictures or other material that is unwelcome and which has the purpose or effect of violating a person's dignity and creating an Intimidating, hostile, degrading, humiliating or offensive environment for the person. This may include jokes, pin ups, comments about a particular sex in general or about someone's sexuality in particular. A single incident may constitute sexual harassment.

3.3.5 Duty of those responsible for employees

All supervisory personnel are responsible for eliminating any harassment or bullying of which they are aware. Failure to take appropriate steps will be considered failure to fulfil all the responsibilities of the position and may be dealt with under the Company's disciplinary procedure.

3.3.6 Sanctions and Miscellaneous matters

All employees have the right to be treated with dignity and respect and complaints by employees will be treated with fairness and sensitivity and in as confidential a manner as possible. Sexual harassment, harassment and bullying by the Company, its employees, clients, students, universities, or business

contacts will not be tolerated and may lead to disciplinary action (in the case of employees) and other sanctions, for example, the suspension of contracts or services or exclusions from premises (in the case of non- employees).

The protection afforded by the policy extends to sexual harassment, harassment and bullying by co-workers, clients, universities, students, or other business contacts either in the workplace or beyond the workplace including conferences and training and may extend to work related social events. It includes the different treatment of an employee because he/she has rejected or accepted the sexual harassment, harassment, or bullying, and further includes persons working with the Company who are working through employment agencies or on vocational training.

It is a matter for the recipient of the behaviour to decide whether that behaviour is unwelcome, irrespective of the attitude of others to the matter.

Employees who make a complaint or who give evidence at proceedings will not be victimised by the Company in any way. The Company in particular expects its senior employees to have a particular responsibility to ensure that sexual harassment, harassment, and bullying do not occur and that complaints are addressed speedily. Company managers therefore will provide good example by treating all in the workplace with courtesy and respect, promote awareness of company policy and complaint procedures, be vigilant for signs of harassment and take action before a problem escalates, respond sensitively to an employee who makes a complaint of harassment, explain the procedures to be followed if a complaint of sexual harassment or harassment is made, ensure that an employee making a complaint is not victimised for doing so, and monitor and follow up the situation after the complaint is made so that the sexual harassment or harassment does not recur.

Employees of the Company are expected to contribute to the achieving of a sexual harassment free and harassment free environment through co-operation with strategies to eliminate sexual harassment and harassment and that sexual harassment and harassment by employees constitutes misconduct and may lead to disciplinary action.

Sexual harassment and harassment by non-employees such as clients, students and business contacts may lead to termination of business contracts, suspension of services or the exclusion from premises or the imposition of other appropriate sanctions.

A company sexual harassment policy is to be communicated to all those potentially affected by it. For employees this is by means of a company handbook. For other parties this may be by way of newsletter, UniHaven Limited, e-mail or notice board. All employees are required to sign their acceptance of this handbook and by so doing they signify that they have read this policy.

The Company will keep a record of all complaints of sexual harassment and harassment and a note of the outcome or resolution. The Company will monitor this information at regular intervals to evaluate the success of the policy.

The Company may require staff to attend training on issues of sexual harassment, harassment and bullying. Employees are referred to the detailed complaints procedure set out hereafter. This sexual harassment, harassment and bullying policy will be reviewed at regular intervals in line with changes in the law, relevant case law or other developments.

3.3.7 Complaints Procedure

Employees need not fear that they will be victimised for forwarding a complaint of harassment or sexual harassment. Retaliation against an employee for complaining about or giving evidence about harassment or sexual harassment is a disciplinary offence. Wherever possible an employee who believes that they have been the subject of harassment should in the first instance ask the person responsible to stop the harassment or sexual harassment, and if any person suffers adverse employment consequences or any detriment, a complaint under the procedure should be made as follows:

- a) The employee who believes they have been the subject of harassment should report the alleged act to the Manager. If the employee would find this embarrassing, or the complaint is about the immediate line manager, the report should be made to a colleague.
- b) All complaints will be handled in a timely, confidential, and sensitive manner and employees will receive a fair and impartial hearing.
- c) If possible, the employee who believes they have been the subject of harassment should confirm in writing:
 - The name of the alleged harasser.
 - The date of the incident/incidents.
 - The nature of the conduct complained of;
 - The names of any persons present.
- d) If the investigation reveals the complaint is valid, prompt attention and action designed to stop the harassment immediately and prevent its recurrence will be taken and the Company's disciplinary procedure will be used as appropriate. In such circumstances if relocation is appropriate every effort will be made to relocate the harasser and not the recipient.

3.4 BULLYING

SI 17 of 2002 (Code of Practice Detailing Procedures for Addressing Bullying in the Workplace) defines bullying as per 3.4.1 below.

3.4.1 Definition (Bullying)

"Workplace Bullying is repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment, which could reasonably be regarded as undermining the individual's right to dignity at work. An isolated incident of the behaviour described in this definition may be an affront to dignity at work but, as a once off incident, is not considered to be bullying".

3.4.2 Behaviour that will be considered to be bullying.

For the avoidance of doubt the following non-exhaustive list gives examples of behaviour that will be considered to be bullying:

- Repeated aggressive behaviour.
- Repeated verbal or physical harassment.
- Repeated personal insults and name calling.
- Repeatedly setting impossible deadlines.

- Repeated and unnecessary work interference.
- Repeatedly refusing reasonable requests without good reasons.
- Repeated public or private humiliation.
- Persistent criticism.
- Persistent singling out of a person for the butt of jokes, horseplay.
- Uncomplimentary remarks or other behaviour likely to cause offence.
- Unfair delegation of duties and responsibilities.
- Repeated requests for loans.

3.4.3 Informal Procedure

While in no way diminishing the issue or the effects on individuals, an informal approach can often resolve matters. As a general rule therefore, an attempt will be made to address an allegation of bullying as informally as possible by means of an agreed informal procedure. The objective of this approach is to resolve the difficulty with the minimum of conflict and stress for the individuals involved.

(a) Any employee who believes he or she is being bullied should explain clearly to the alleged perpetrator(s) that the behaviour in question is unacceptable. In circumstances where the complainant finds it difficult to approach the alleged perpetrator(s) directly, he or she should seek help and advice, on a strictly confidential basis, from a contact person. A contact person could, for example, be one of the following: -

- A work colleague.
- A supervisor or line manager where applicable.
- Any Manager in the workplace.
- Human resource/personnel officer where applicable.
- Employee representative.

In this situation the contact person should listen patiently, be supportive and discuss the various options open to the employee concerned.

(b) Having consulted with the contact person, the complainant may request the assistance of the contact person in raising the issue with the alleged perpetrator(s). In this situation the approach of the contact person should be by way of a confidential, non-confrontational discussion with a view to resolving the issue in an informal low-key manner.

(c) A complainant may decide, for whatever reason, to bypass the informal procedure. Choosing not to use the informal procedure will not reflect negatively on a complainant in the formal procedure.

3.4.4 Formal Procedure

If an informal approach is inappropriate or if after the informal stage, the bullying persists, the following formal procedures will be invoked:

- (a) The complainant will make a formal complaint in writing to the line manager or other business manager. The complaint will be confined to precise details of actual incidents of bullying.
- (b) The alleged perpetrator(s) will be notified in writing that an allegation of bullying has been made against them. They will be given a copy of the complainant's statement and advised that they shall be afforded a fair opportunity to respond to the allegation(s).
- (c) The complaint will be subject to an initial examination by a designated member of management, who can be considered impartial, with a view to determining an appropriate course of action. An appropriate course of action at this stage, for example, could be exploring a mediated solution or a view that the issue can be resolved informally. Should either of these approaches be deemed inappropriate or inconclusive, a formal investigation of the complaint will take place with a view to determining the facts and the credibility or otherwise of the allegation(s).

3.4.5 Investigation

The investigation will be conducted by either a designated member or members of management or, if deemed appropriate, an agreed third party. The investigation will be conducted thoroughly, objectively, with sensitivity, utmost confidentiality, and with due respect for the rights of both the complainant and the alleged perpetrator(s).

The investigation will be governed by terms of reference, preferably agreed between the parties in advance.

The investigator(s) will meet with the complainant and alleged perpetrator(s) and any witnesses or relevant persons on an individual confidential basis with a view to establishing the facts surrounding the allegation(s). Both the complainant and alleged perpetrator(s) may be accompanied by a work colleague or representative if so desired.

Every effort will be made to carry out and complete the investigation as quickly as possible and preferably within an agreed timeframe. On completion of the investigation, the investigator(s) will submit a written report to management containing the findings of the investigation.

Both parties will be given the opportunity to comment on the findings before management decides upon any action.

The complainant and the alleged perpetrator(s) will be informed in writing of the findings of the investigation.

3.4.6 Outcome

Should management decide that the complaint is well founded, the alleged perpetrator(s) will be given a formal interview to determine an appropriate course of action. Such action could, for example, involve counselling and/or monitoring or progressing the issue through the disciplinary and grievance procedure of the employment.

If either party is unhappy with the outcome of the investigation, the issue may be processed through the normal employment relations' mechanisms.

3.4.7 Confidentiality

All individuals involved in the procedures referred to above must maintain confidentiality on the

subject.

3.5 EQUAL OPPORTUNITIES POLICY

The Company positively encourages a culture of equality for all, where employees are recruited, developed, remunerated and promoted on the basis of their skills and suitability for the work performed.

The Company is committed to making full use of the talents and resources of all its employees, and to ensuring that no employee receives objectively unjustified less favourable treatment on the grounds of their gender, race, colour, ethnic origin, membership of the travelling community, marital status, family status, disability, religion, sexual orientation, age, nationality, part-time or fixed term status. All employees will be made aware of the provisions of this policy and are required to ensure that the policy is carried out in its entirety.

There are 3 forms of discrimination:

- Direct discrimination: When a person is treated less favourably than another person would be treated in the same circumstances.
- Indirect discrimination: When a person is obliged to comply with a condition of employment, with which a substantially greater proportion of one group than another group can comply and when a requirement that is the same for everyone has an unfair effect on some people because of gender, marital status, family status, sexual orientation, age, disability, race, religion, or membership of the Traveller community.
- Discrimination by Association: When a person is associated with another person who falls into one of the categories listed above and is then treated less favourably because of that association.

3.5.1 Recruitment and Promotion

The Company will ensure that information about vacant posts is circulated as widely as possible in the circumstances to ensure that it reaches all sections of the community.

No recruitment literature or advertisements will imply a preference for any one group of applicants, unless there is a genuine occupational qualification which limits the post to a particular group, in which case this will be clearly stated.

Recruitment and employment decisions will be made on the basis of fair and objective criteria.

3.5.2 Job Descriptions and Working Patterns

Job descriptions and/or person specifications will include only those requirements, qualifications and characteristics that are essential or desirable for the effective performance of the role. It will be made clear which items are essential and which are only desirable.

Whilst it is permissible to indicate the standard hours of a job and/or that it is full time, if an employee or applicant wishes to propose some other pattern of work, this will be carefully considered.

3.5.3 Selection

All selection interviews and short listing will be conducted on an objective basis and deal only with the individual's suitability for the job, taking into account their skills and experience. Questions will only be asked during interview about a candidate's personal and domestic circumstances or plans if they relate to the job requirements and will then be asked of all candidates for the post.

3.5.4 Training

Employees will be provided with appropriate training (depending on the needs of the business) to

enable them to improve their performance and to achieve the performance standards and targets set for them by the Company.

Special responsibility for the practical application of the Company's equal opportunities policy falls upon managers and those individuals involved in the recruitment, selection, promotion and training of employees, and/or conducting the Company's grievance and disciplinary procedures. These special responsibilities give rise to training needs for which provision will be made.

3.5.5 Disabilities

The requirements of job applicants and existing members of staff who have a disability will be reviewed to ensure that whatever possible reasonable adjustments are made to enable them to perform as well as possible during the recruitment process and while employed by the Company. Opportunities for promotion, access to benefits and facilities of employment will not be unreasonably limited and all reasonable adjustments will be made. All reasonable measures will be taken to ensure that disabled staffs are given the opportunity to participate fully in the workplace, in training and career development opportunities.

3.5.6 Harassment

The Company will take all possible reasonable measures to ensure that employees, contractors, suppliers, universities and students are not subjected to harassment on any grounds.

3.5.7 Responsibilities

The Company will ensure that all its policies and procedures are kept regularly under review to ensure that they operate within this equality policy. The line managers have particular responsibility for the implementation of this policy, but all employees are required to ensure that the policy is maintained and implemented. Any employee who fails to observe the principles of this policy will be subject to the Company's disciplinary policy. Serious breaches of this policy, including sexual or racial harassment, may result in the summary dismissal of the perpetrator.

3.5.8 Complaints

In the first instance, if you have any complaints relating to equality you might prefer to raise the matter informally, either directly with the individual concerned, or with your manager or with another member of management. Alternatively, or if your complaint has not been resolved informally, your complaint should be reported formally in writing to your manager or another member of management who will investigate the matter in accordance with the Company's grievance procedure. Complaints of harassment should be dealt with in accordance with the Company's separate harassment policy.

3.6 TRAINING AND DEVELOPMENT POLICY

The Company recognises that continuous training for employees at all levels is essential to ensure its efficiency and profitability, and the personal development of every employee.

3.6.1 Objectives

The main objectives of our training policy are as follows:

To provide an effective induction programme for each employee ensuring an understanding of the Company, his or her campaign, role and individual duties.

- To provide introductory and on-the-job training to enable new employees to reach the required performance standards in the established time.
- To recognise that the best form of development is self-development and therefore designing training plans to help employees improve their own performance.

Training is approved on the basis of:

- A. Nature and purpose of business.
- B. Expected benefits for employee and the Company.
- C. Estimated cost and available funding.
- D. Potential time or performance impacts while employees participate in training.

Prior to receiving training, objectives should be identified, which clearly state what the participants are expected to know and/or to do afterwards. These objectives will be agreed upon through interactions between the employee and their Manager.

Training records, identifying the following information, participants, subjects, objectives, training provider, date, costs and acknowledgement receipt of training will be retained on employees' personnel files. Employees should also keep a summary of their training records for tracking, reporting and planning purposes.

Training is generally conducted during paid working hours. Overtime for training time will be paid, where applicable, under the following conditions:

- When an employee is eligible for paid overtime and is required to receive training during non-regular working hours and the training is 100% related to the current job/task or future identified job/task.
- Training is conducted with prior approval and involvement of the participant's Manager.

3.6.2 Responsibilities

Employees are responsible for meeting the training objectives by becoming actively involved during training and providing evaluation immediately afterwards.

Managers are responsible for completing training and development needs together with the employee. They are also responsible for planning and budgeting to meet individual learning needs. The Manager is responsible for seeking the agreed upon training, either through internal or external resources.

3.6.3 Continuing Professional Developments (CPD)

All employees must undertake a minimum of 15 hours (pro rata) of CPD and training appropriate to their current role(s) within the Company, subject to the needs of the Company, operational and budgetary considerations.

All members of staff have the responsibility to identify appropriate CPD and keep their own personal record of all CPD activities that they have undertaken, including reflections on the CPD activities.

3.6.4 Eligibility for training

To be eligible for training, employees must;

- a. Be a Company employee for the duration of the training.
- b. Have completed their probationary period, unless waived by a Manager.
- c. Not be under disciplinary action during training, unless waived by a Manager.
- d. Maintain job standards or minimum of average performance, unless waived by a Manager.
- e. Participate in a regular review during and/or after training with

Manager Inductions and Health and Safety Training are excluded from the above criteria.

3.6.5 Allowable Expenses (Training)

- a. Must be supported by records and receipts.
- b. Course fees and/or tuition, examination fees, textbooks, Company purchased textbooks become Company property after course completion.

- c. Travel by public transport or personal transportation based on mileage over shortest route, parking when necessary.
- d. Lodging and meals where necessary and reasonable.

3.6.6 Conditions

Training and development is considered an investment with an expected return to both the employee and the Company. When an employee does not receive the required standard, the Company may discontinue any further planned training.

The Company reserve the right to deduct the cost of approved courses in instances where an employee chooses to leave the employ of the Company within two years of the completion date of that course. When an employee participates in training without prior approval, approval and reimbursement is not automatic.

All participants attending approved courses must complete and return the relevant documentation to their manager.

3.7 MAKING A PROTECTED DISCLOSURE

The company is committed to ensuring that employees are aware of their rights and responsibilities in relation to disclosures.

In line with legislation, all employees who make a protected disclosure of relevant information will have legal protection from being penalised as a result of making that disclosure. In order to benefit from this legal protection, the employee must show that they had a reasonable belief that a relevant wrongdoing had occurred, or was likely to occur, and that this relevant wrongdoing came to their attention during the course of their employment.

3.7.1 Relevant Wrongdoings

Certain disclosures afford employees some protection under law, definitions of relevant wrongdoings for the purpose of this are;

- a) That an offence has been, is being or is likely to be committed.
- b) That a person has failed, is failing or is likely to fail to comply with any legal obligation, other than one arising under the workers contract of employment or other contract whereby the worker undertakes to do or perform personally any work or services.
- c) That a miscarriage of justice has occurred, is occurring or is likely to occur.
- d) That the health and safety of any individual has been, is being or is likely to be endangered.
- e) That the environment has been, is being or is likely to be damaged.

3.7.2 Disclosure Criteria

The disclosure must be where the employee believes:

- a) That the disclosure relates to a relevant wrongdoing as defined in 3.8.1 above
- b) That the information disclosed, and any allegation contained in it, are substantially true.

If these criteria are fulfilled, the employee is not liable for damages by making a disclosure and nor shall they be penalised by their employer for having done so.

If the protected disclosure procedure has not been invoked in good faith (for example for malicious purposes or in pursuit of a personal grudge), then it will make you liable to immediate termination of employment or such lesser disciplinary sanction as may be appropriate in the circumstances.

3.7.3 Procedure for Making a Disclosure

If you so wish you must in the first instance report any concerns you may have to the Manager who will treat the matter with complete confidence, and your identity will remain protected.

Only where you reasonably believe that the relevant wrongdoing which the disclosure tends to show relates solely or mainly (a) to the conduct of a person other than your employer, or (b) to something for which a person other than your employer has legal responsibility should you raise the matter with a person not affiliated with the Company such as the Gardai, a Legal Advisor, the Minister, Revenue, Health and Safety Authority or Social Services Department.

3.8 JURY SERVICE

If you are called for jury service, you will be granted paid leave from work. You should advise your line manager as soon as you know when you are required to attend court. Your jury service summons must be given to your line manager. You must also submit evidence of attendance when the jury service has been completed.

If, on the day, you are not called by the court, you will be required to report for work immediately afterwards. In addition, it is expected that employees will return to work during any portion of the day that they are not required in court.

Attendance in court on a personal matter does not qualify for paid leave and employees would normally be expected to take annual leave or unpaid leave.

3.9 PRIVACY AND DATA PROTECTION



The information in this section is intended to give you an indication of your duties and responsibilities with regard to your own privacy and the privacy of individuals.

3.9.1 Definitions

'Data Protection Acts' refers to the General Data Protection Regulation (GDPR). Those who keep data about individuals, including employers, must comply with data protection principles.

'Data' means information in a form which can be processed. It now includes both automated data and manual data.

'Personal data' means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of the data controller.

'Data Subject' is an individual who is the subject of personal data.

'Sensitive personal data' relates to specific categories of data which are defined as data relating to a person's racial origin; political opinions or religious or other beliefs; physical or mental health; sexual life; criminal convictions or the alleged commission of an offence; trade union membership.

'Subject Access Request' is a right that individuals have to obtain from any company the information that is held about them by that company.

'Automated data' means, broadly speaking, any information on computers, or information recorded with the intention of putting it on computer.

'Manual data' means information that is kept as part of a relevant filing system, or with the intention that it should form part of a relevant filing system.

'Relevant filing system' means any set of information that, while not computerised, is structured by reference to individuals, or by reference to criteria relating to individuals, so that specific information relating to a particular individual is readily accessible.

'Data Controller' is a person who, either alone or with others, controls the contents and use of

personal data

'Data Processor' is a person who processes personal information on behalf of a data controller but does not include an employee of a data controller who processes such data in the course of his/her employment.

'Processing' means performing any operation or set of operations on data, including:

- Obtaining, recording or keeping the data
- Collecting, organising, storing, altering or adapting the data
- Retrieving, consulting or using the data
- Disclosing the data or information by transmitting, disseminating or otherwise making it available
- Aligning, combining, blocking, erasing or destroying the data

3.9.2 Practical Steps to Protect Data and Privacy



Data protection is everyone's responsibility and listed below are some practical steps to protect data and an individual's right to privacy.

Practical steps for data protection;

- Personal information should not be deliberately or inadvertently viewed by uninvolved parties.
- Staff should operate a clear desk and counter policy at the end of each working day and when away from the desk or the office for long periods
- Personal and sensitive records held on paper and/or on screens must be kept hidden from students and visitors to counters, branches and offices. Remember -
- Records (customer; client or employee files) containing personal information must never be left unattended where they are visible or maybe accessed by unauthorised staff or members of the public.
- If computers or VDUs are left unattended, staff must ensure that no personal information may be observed or accessed by unauthorised staff or members of the public.
- The use of secured screen savers is advised to reduce the chance of casual observation.
- Rooms, cabinets or drawers in which personal records are stored should be locked when unattended. A record tracing system should be maintained of files removed and/or returned.
- It is important to ensure that service user and/or staff information is not discussed in inappropriate areas where it is likely to be overheard including conversations and telephone calls.

Never leave information/data unattended in company vans or private cars

- Staff must not leave laptops/portable electronic devices and/or files containing personal information unattended in cars.
- All files and portable equipment must be stored securely. If files containing personal information must be transported in a car, they should be locked securely in the boot for the minimum period necessary.

3.9.3 How long does the Company keep personal information?

The time period for which we retain information varies according to the use of that information, in some cases there are legal requirements to keep data for a minimum period. Unless specific legal requirements dictate otherwise, the Company will retain information no longer than is necessary for the purposes for which the data were collected or for which they are further processed.

The following is a guideline as to how long information of certain types is kept once you are no longer an employee of the Company;

- Terms and Conditions of Employment - 3 years.
- Data Protection - 1 year.
- Equality- 6 years.
- Health and Safety records, accident, and incident reports - 10 years.
- Leave of Absence - 8 years.
- Termination of Employment - 3 years.
- Transfer of Undertakings - 1 year.

3.9.4 What Personal Information does the Company hold on employees?

As an employee you will be requested to provide the following information for payroll and your personal file:

Personal Data

- Identification Data - Name, Address etc.
- Company Account
- PPSN
- Emergency contacts
- Prior work experiences (CV)
- Company property/equipment
- Email Addresses
- Marital status
- Phone numbers
- The death of an employee
- Contract of employment and commencement details
- Interview notes
- Disciplinary issues
- Health and Safety information

Business Processes

- Changing salary
- Changing Department/Job skill
- Changing working hours
- Terminating an employee

We may use personal information to:

- Carry out research and analysis.
- To track your performance and keep records of your development for the purposes of performance reviews for example.
- Communicate with you about access to or use of the human resource services or any changes to that service.
- Communicate any changes in our policies, procedures or to your contract of employment (including changes to salary etc.).
- Contact you or your dependants if there are any health and safety or absence issues (including long term illness and maternity leave etc.).
- To calculate any changes in your salary, bonus or over-time.
- To retain contact information for the purposes of returning company property e.g., company vehicles, mobile phones, etc. once you have left the company.

3.9.5 Does the Company disclose information about me to anyone else?

We may provide information, in response to properly made requests, for the purpose of the prevention and detection of crime, and the apprehension or prosecution of offenders. We may also provide information for the purpose of safeguarding national security. In either case we do so in accordance

with the General Data Protection Regulation (2016).

We also provide information when required to do so by law, for example under a court order, or in a response to properly made demand under powers contained in legislation.

If there is any change in the ownership of the Company or any of its assets, we may disclose personal information to the new (or prospective) owner. If we do so, we will require them to keep it confidential.

3.9.6 How does the Company protect data about me if it is transferred out of Europe?

Countries in the European Economic Area (EEA) are required to have a similar standard of protection of personal data. This is not always the case outside that area. If we are required to

transfer data outside the EEA, before doing so we will take the necessary steps to ensure that there is adequate protection, as required by the GDPR.

3.9.7 How can I find out what personal information the Company holds about me and change it if inaccurate?

If you want to know what personal information the Company holds about you, you can obtain it by making your specific request in writing to your line manager.

We will confirm your request within 72 hours of receipt and process your request within one-month of receipt. If the information we hold about you is inaccurate, please let us know and we will make the necessary amendments and confirm that these have been made.

3.10 ELECTRONIC COMMUNICATIONS POLICY

The Company is committed to the correct and proper use of its electronic communications, email, and internet services.

The inappropriate use of electronic communications, email or internet could expose the organisation to risks ranging from virus attacks, theft and disclosure of information, disruption of network systems and services and litigation. The purpose of this policy is to define acceptable use of the Company's electronic communications, email, internet and intranet services.

This policy is mandatory and by using any of the Company's electronic communications, email or internet, employees are agreeing to abide by the terms of this policy.

This policy applies to:

- All electronic communications, email, internet and intranet services provided by the Company;
- All Information Technology (I.T.) resources provided by the Company;
- All user (employees, students, contractors, sub-contractors and authorised third-party commercial service providers) of the Company's electronic communications, email and internet facilities;
- All use (both personal and Company business related) of the Company's electronic communications, email and internet facilities;
- All connections to (locally or remotely) the Company's email, internet and intranet facilities;
- All connections made to external networks through the Company's broadband network.

Acceptable Use:

The acceptable use of the Company's electronic communications, email and internet and services is based on the following principles:

- Access to the Company's email and internet facilities should be regarded as a business requirement and not an automatic entitlement.
- Users have a responsibility to ensure that they use Company's email, internet and intranet facilities at all times in a manner which is lawful, ethical and efficient.
- Users are expected to respect the rights and property of others, including privacy, confidentiality and intellectual property.
- Users are expected to respect the integrity and security of the Company's email, internet, and intranet facilities.

Monitoring:

The Company reserves the right to routinely monitor, log and record any and all use of its electronic communications, email and internet facilities for the purpose of:

- Helping to trace and resolve technical faults.
- Protecting and maintaining network and system security.
- Maintaining system performance and availability.
- Ensure the privacy and integrity of information stored on the Company's network.
- Investigating actual and suspected security incidents.
- Preventing, detecting and minimising inappropriate use.
- Protecting the rights and property of the Company, its employees, students and clients.
- Ensuring compliance with Company policies, current legislation and applicable regulations.
- While the Company does not routinely monitor an individual user's use of its electronic communications, email and internet activity it reserves the right to do so when a breach of its policies or illegal activity is suspected.
- In the process of dealing with computer support calls, if necessary, the Company's selected ICT provider, may need to access a user's computer to resolve the support call. In such circumstances ICT provider staff must respect the privacy of the individual user and not access information, documents, or emails of a personal nature without the user's permission or unless they need to in order to resolve the support call. In some cases, the ICT provider may use remote control software to connect and take control of a user's computer remotely. In such circumstances the ICT staff will not use this software to connect to the user's computer without first attempting to contact the user of the computer first.

Personal Use

The Company's electronic communications, email and internet services are to be used for business-related purposes only. Under no circumstances can access to Company Wi-Fi be afforded to any non-member of staff.

Email and Messenger Services

The primary purpose of the Company's email and messenger system is to promote effective communication on Company business matters. Authorised users may be granted access to email services subject to the requirements of their role within the Company.

- Users must respect the privacy of others at all times and only use email accounts that have been issued to them.
- Users who use the email system for personal use must ensure they present their

communications in such a way that it is clear to the recipient that the email is of a personal nature and is not a communication on behalf of the Company.

- Users should be careful when using their Company email account to send personal messages that their words or actions do not have a negative impact on the Company in anyway.
- Only email facilities provided by the Company may be used in connection with an individual user work for the Company. The use of third-party web-based email services for the transmission of Company confidential or restricted information is strictly prohibited.
- Access to third party web-based email servers is not allowed using the Company network. However, email messages can be sent from the Company network to third party web-based email servers, but it should be noted that this is not a secure method of sending information.
- For security reasons users who regularly receive Company confidential or restricted information via email must not forward their Company email messages to their own personal third-party web-based email account.
- Users should ensure they keep their personal email messages separate from their Company business related email messages.
- All email accounts maintained on the Company's email system are the property of the Company.
- Users leaving the employment of the Company must ensure they forward on all important business-related email messages to their line manager or work colleagues before they leave so that there is no disruption to service delivery after they leave. They should also ensure they remove or delete all personal email messages (i.e. email messages which are of a personal nature and are not Company business related) from their mailbox before they leave as it may not be possible to get a copy of these once they have left the Company.
- During planned periods of absence such as career breaks, holidays or on training courses users should ensure where practical, their mailbox is put on divert to one of their colleagues so that there is no disruption to service delivery.
- Email carries the same legal status as other written documents and should be used with the same care.
- Email is capable of forming or varying a contract in the same way as a written letter. Users must be careful when wording an email, so it cannot be construed as forming or varying a contract when this is not the intention.

Guidelines for Email Use

UniHaven considers email as an important means of communication and recognises the importance of proper email content and speedy replies in conveying a professional image and delivering good student service. Users should take the same care in drafting an email as they would for any other communication. Therefore, UniHaven wishes users to adhere to the following rules.

- UniHaven's name is included in the heading carried with every message sent by a UniHaven staff member. Emails reflect on our image and reputation. Therefore, email messages must be appropriate and professional.
- It is strictly forbidden to use UniHaven's email system for anything other than legitimate business purposes. Therefore, the sending of personal emails, chain letters, junk mail, and jokes is prohibited. All messages distributed via the company's email system are UniHaven's property.

- All emails will carry a disclaimer stating that the email is intended only for UniHaven use and if used for any other purpose a named person should be contacted immediately within UniHaven.
- Particular care should be taken when sending confidential or commercially sensitive information. If in doubt, please consult your line manager.
- Company confidential messages should be distributed to company staff only. Forwarding to locations outside is prohibited.
- Great care must be taken when attaching documents or files to an email. Letters, files, and other documents attached to emails may belong to others. By forwarding this information, without permission from the sender to another recipient you may be liable for copyright infringement. Again, if in doubt, please consult your line manager.
- Only send emails of which the content could be displayed on a public notice board. If emails cannot be displayed publicly in their current state, consider rephrasing them, using other means of communication, or protecting information by using a password.
- Subscription to electronic services or other contracts on behalf of UniHaven is prohibited unless you have the express authority from an authorised manager to do so.
- If you receive any offensive, unpleasant, harassing, or intimidating messages via email or intranet you are requested to inform your line manager or the People Officer immediately. It is important that we trace such emails as quickly as possible.
- A hard copy of any important or potentially contentious communication which you have received via email should be printed and filed appropriately (e.g., confirmation of order, etc.). Where important to do so you should obtain confirmation that the recipient has received your email.
- Documents prepared by UniHaven for students may be attached via the email however information received from a student may not be issued without prior consent of the original sender. If in doubt consult your line manager.
- Users must spell check all mails prior to transmission.
- UniHaven reserves and intends to exercise the right to review, audit, intercept, access and disclose all messages created, received, or sent over the electronic mail system for any purpose. All computers pass codes must be provided to your line manager and /or the IT provider. No pass code may be used that is unknown to the company.

Notwithstanding the company's right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other staff and accessed only by the intended recipient. Staff are not authorised to retrieve or read any email messages that are not sent to them. Any exception to this policy must receive prior approval from your line manager. However, the confidentiality of any message should not be assumed. Even when a message is erased it is still possible to retrieve and read that message. If any breach of our email policy is observed, then disciplinary action

up to and including dismissal may be taken.

If any staff member does not comply with this policy, they may be subject to discipline, including loss of access to UniHaven's facilities. They may also be subject to legal action for damages or indemnification.

Social Media:

- Access to social media, on-line gaming and live streaming sites is blocked automatically by the Company. However, users who have a legitimate Company business reason may with the approval of their line manager apply to their manager to gain access to these sites.
- Users should be aware that all use of social media, either in a personal or when communicating on behalf of the Company must be in accordance with the Social Media Policy.
- Confidential or restricted information regarding business practices and procedures or personal information about any clients or employees must not be posted or discussed on any social media sites.

3.11 SOCIAL AND DIGITAL MEDIA POLICY

The Social and Digital Media Policy provides guidance and direction to all employees when utilising all types of online social media sites and networks. This policy applies to all employees either participating personally, or communicating on behalf of the Company, while online.

Misuse or abuse of social and digital media can cause significant injury to third parties and can also impact negatively on the credibility of the Company.

The Company is potentially vicariously liable for injury caused by misuse or abuse of social and digital media channels by its employees.

Consequently, the Company takes any misuse or abuse of social and digital media by employees very seriously and misuse or abuse can lead to significant disciplinary and legal actions.

As with all employee policies, it is the responsibility of management to address any issues that arise in relation to breach of these policies and regulations. There is also a significant personal responsibility placed on each employee.

Each user is responsible for respecting and protecting the privacy and confidentiality of the information they process at all times.

The Company reserves the right to take such action as it deems appropriate against users who breach the conditions of these policies or Data Protection regulations. Employees who breach these policies may be denied access to the organisation's information technology resources, and may be subject to disciplinary action, including suspension and dismissal as provided for in the disciplinary procedure.

There is an implied term of mutual trust and confidence between employer and employee in all employment contracts. A very negative, defamatory or damaging posting or communication by an employee may entitle the employer to proceed with the disciplinary process, including investigation, and discipline up to dismissal if warranted. If defamatory material is posted on a social networking site, defamation claims may arise against the employee.

Employees must not improperly disclose, during or following termination of employment, information gained in the course of their work.

3.11.1 Guidelines for Social Media Use

Social media refers to websites and applications that enable users to create, share content and participate in social networking, and includes all means of communicating or posting information or content of any sort on the Internet, including to an official UniHaven platform, any staff member's own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site such as Facebook, Twitter, Instagram, Pinterest, WhatsApp, LinkedIn, YouTube, TikTok and Google+, web bulletin board or a chat room, as well as any other form of electronic communication.

Social media is a valuable tool for providing information, sharing views, and engaging with stakeholders and the public and is becoming increasingly common. It can help build the UniHaven Group brands and support its business strategies. There is an expectation that, when using social media, staff conduct themselves in a manner consistent with their function and role as UniHaven Group staff and in line with workplace values and rules.

The following rules apply, whether staff use company owned or personal social media channels and whether for official, employment-related, or personal purposes. Official social media use refers to the use of social media for the purpose of publicly communicating on behalf of UniHaven and as authorised by the company as employer. Employment-related social media refers to the use of social media as part of job responsibilities by staff and as authorised by the company. Personal social media use refers to an staff's use of social media for social, educational, professional development, or other purposes unrelated to their employment at UniHaven and in their personal capacity.

Consider all communications as public.

- All conversations on social media networks should be considered public rather than private. Any post, photo, comment, etc. posted on any social media may be permanent, despite efforts to delete them. Staff must thus avoid posting any communications that may cause embarrassment, harm or liability to themselves or UniHaven.

Always be respectful.

- Staff must always be fair and courteous to fellow colleagues, students, suppliers or any other third party when using social media.
- When posting, staff should avoid using statements, photographs, video, audio, or other media that reasonably could be viewed as malicious, obscene, threatening or intimidating, or that might constitute harassment or bullying. These include offensive posts meant to intentionally harm someone's reputation or posts that could constitute unfair discrimination based on race, gender, pregnancy, marital status, family responsibility, ethnic or social origin, colour, sexual orientation, age, disability, religion, HIV status, conscience, belief, political opinion, culture, language, birth and/or any other arbitrary ground.
- Although not an exclusive list, other examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libellous, or that can create a hostile work environment.
- Be honest and accurate.

- Staff must always be honest and accurate when posting information or news. Staff must refrain from posting any information or rumours that s/he knows to be false and/or misleading.
- Always maintain confidentiality.
 - Staff must, always, maintain the confidentiality of trade secrets and/or private and/or confidential information relating to UniHaven, its staff, students and/or suppliers. Trades secrets and confidential information may include information regarding the development of systems, processes, products, know-how and technology, marketing campaigns, supplier lists, student information, financial statements and the like.
 - Staff are not allowed to post confidential information, including internal reports, policies, procedures, or other internal business-related confidential communications, on any social media platform unless pre-approved to do so as part of our legal and/or regulatory requirements.
 - Staff should not comment on company-related financial topics, forecasts or legal matters.
- Act as a UniHaven brand ambassador
 - Staff can associate themselves with UniHaven when posting, but they must clearly brand their online posts as personal and purely their own. UniHaven should and will not be held liable for any repercussions the staff content may generate.
 - Any links created to the UniHaven website(s) and social media platforms, should be of a positive nature, relevant and strive to further the our business interests and reputation in the marketplace. Comments and postings must strive to enhance brand awareness and build relationships with fellow staff, suppliers and students.
 - Disciplinary action will be taken against any person who acts with malice or brings UniHaven's social reputation into disrepute with any inappropriate posting.
 - Staff must be aware that others will associate them with UniHaven as employer, when they identify themselves as such. They must thus ensure that Facebook, LinkedIn, and the like as well as related content are consistent with how they wish to present themselves to fellow staff, students and the public at large.
- Express only personal opinions
 - Staff may never represent themselves as a formal spokesperson for UniHaven on official or employment-related social media, unless expressly authorised to do so. All media inquiries should be directed to the office of the CEO.
 - If UniHaven and/or its products or services is the subject of the content any staff is creating in a personal capacity, staff must be clear and open about the fact that their views do not represent those of UniHaven, its directors, fellow staff, students,

suppliers or other people associated with UniHaven. It is best to include a disclaimer such as *“The postings on this site are my own and do not necessarily reflect the views or opinions of UniHaven and its brands and/or that of its directors, staff and/or agents”*.

- Staff must be aware that personal thoughts they publish online, even through use of a personal account during or outside of working hours, may be misunderstood as expressing the positions or opinions of UniHaven. Staff are thus advised to exercise caution and to check with their line manager prior to posting online if they are unsure whether an intended communication is appropriate.
- Staff may never publish any derogatory comments about UniHaven, its directors, staff, students, or suppliers that can cause harm or bring the employer into disrepute.
- Staff should be aware that UniHaven may observe content and information made available by staff through social media, even when posted in their personal capacity during and/or after working hours.
- Staff should be aware that UniHaven may observe content and information made available by staff through social media, even when posted in their personal capacity during and/or after working hours.
- UniHaven reserves the right to take appropriate action when staff private posts, including photos, inappropriately associate them with the UniHaven brand and/or brings the employer into disrepute.
- Do not use social media at work for personal purposes.
 - Staff must refrain from using social media during working hours or on equipment provided by UniHaven for personal purposes. Online activities should never interfere with staff performing their job responsibilities and commitments. The appropriate and relevant use of social media to promote our business and to engage with our students are encouraged, within the framework set in this document.
- Refrain from using employer e-mail addresses.
 - Staff must not use UniHaven e-mail addresses to register on social networks, blogs or other online tools utilised for personal use.
- Avoid tagging.
 - Staff must not tag others in pictures or posts, unless they have been designated as official spokesperson and/or permission was obtained from the person involved. If tagged inappropriately by others, staff must take steps to have the tag removed.
- Respect other people’s rights.
 - Staff should get appropriate permission before they refer to or post images/photos of current or former staff, students, or suppliers.

- Additionally, staff should get appropriate permission to use a third party's copyrights, copyrighted material, trademarks, service marks or other intellectual property on social media and/or appropriately acknowledge their sources, if already in the public domain.
- Add value.
 - UniHaven's brand is best represented by its people and everything staff publish online on social media reflects upon it. Blogs and social networks that are hosted on UniHaven-owned channels should be used in a way that adds value to its business. Official and employment-related social media posts should reflect UniHaven's values and Code of Conduct. All immaterial property on social media platforms vest in the company.
- Use appropriate channels to voice workplace concerns.
 - Staff should resolve work-related complaints and/or grievances by speaking directly with their line manager, rather than by posting complaints to any social media outlet, whether personal or company owned.
- Take remedial actions, if required;
 - If a mistake was made, intentionally or negligently, it must be corrected as quickly as reasonably possible. Staff must be open about any previous posts that have been altered or deleted. The Internet archives almost everything and even deleted postings can be searched. Remedial actions must be taken, as appropriate in the circumstances.
 - If staff encounter a situation while using social media that threatens to become antagonistic, staff should disengage from the dialogue in a polite manner and seek the advice of their line manager.
- Report potentially inappropriate content
 - Staff are obliged to report to their line manager any potential inappropriate content on social media channels related to UniHaven that comes to their attention for investigation and remedial actions, where necessary.
- Responsibility and accountability.
 - Ultimately staff are solely responsible for what they post online. Conduct that adversely affects staff job performance, the performance of fellow staff or otherwise adversely affects students, suppliers, or any other third parties' legitimate interests, may result in disciplinary action up to and including termination, even when using a disclaimer. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct and/or posts that bring or potentially brings UniHaven's reputation into disrepute, will not be tolerated.

- UniHaven prohibits retaliation or taking negative action against any fellow staff and/or student and/or supplier and/or third party for reporting a possible deviation from this policy or for cooperating in an investigation. Any staff who retaliates against another party for reporting a possible deviation from this policy or for cooperating in an investigation, will be subject to disciplinary action, up to and including termination.
- UniHaven will not be held liable for any repercussions that staff inappropriate or unlawful posts on social media may have and staff remain solely liable.

3.11.2 Personal Social Media Profiles

At present over 2 million people in Ireland have a personal Facebook profile, and most use it on a weekly or daily basis. This is merely one of a range of sites that allows visitors to establish a profile and enter into debate, comment and conversation online, like Youtube, Twitter, Facebook, Instagram, Snapchat, Pinterest, news sites like the Journal.ie, joe.ie and many more.

Everyone is entitled to explore and engage in social media communities in a personal capacity, at a level at which they feel comfortable. As time passes, more and more people tend to link together in this way, and many social media sites will continue to allow you to register personal information like your hometown, education, likes, interests - and details of your employer.

If you choose to identify yourself as an employee of UniHaven Limited on social media profiles, or in your commentary on personal topics within social media sites, it is important to use common sense and be aware of the nature of your comments and their possible consequences. It is important that all our employees are aware of the implications of engaging in forms of social media and online conversations that reference the Company or your association with the Company. Customer and fellow employee privacy, Data Protection requirements, defamation law and basic duty of care all still apply in comments that are made while off-duty and online. If an employee comments online in a personal capacity while identified as a Company, these comments can be attributed or perceived as the official position of the Company.

Personal blogs created by Company employees, including microblogs like Twitter accounts, should have a clear disclaimer that the views expressed by the author in the blog are the author's alone and do not represent the views of their employer. Authors should write clearly and in the first person, to clarify that the views or comments are personal.

Social media activities should not interfere with your UniHaven Limited work commitments, and employees should remind themselves of the Company's Policy on same. UniHaven Limited logos and trademarks may not be used without the prior written consent of the Director.

Remember, when using social media in personal time:

1. All UniHaven Limited employees are the public face of the Company. Be respectful of all individuals, races, religions and cultures; how you conduct yourself in the online social media space not only reflects on you – it is a direct reflection on your professionalism, our clients and students and the Company as a whole.
2. Always think before you post. Anything you post that is inaccurate, unfair, or breaking patient privacy standards will ultimately be your responsibility and may lead to disciplinary action.
3. Should you come across negative posts about the Company, you should avoid responding yourself. Please notify your line manager about the presence of the post and they will handle matters from there.

4. Always be conscious when mixing your business and personal lives. Online, your personal and business profiles are likely to intersect. The Company respects the privacy of all employees, but you must remember that clients and colleagues may have access to the online content you post. Keep this in mind when publishing information online that can be seen by more than friends and family, and please know that information originally intended just for friends and family can be forwarded on very easily.
5. Please be aware that the internet is permanent and the although the GDPR may enhance your 'right to be forgotten'; once information is published online; it is essentially part of a permanent record, even if you "remove/delete" it later or attempt to make it anonymous.
6. Be aware of both compliments and criticism of the Company. Even if you are not an official spokesperson for the Company, you can be a vital asset in monitoring the social media landscape. If you come across positive or negative remarks about the Company online that you believe are important, consider sharing with your line manager.

3.11.3 Protecting Employees from online abuse

Given the nature of and the high levels of participation in social media sites and on-line forums in Ireland, UniHaven Limited employees may from time to time become the victim of abuse or defamation by members of the public through comments made and published on the internet or on social networks.

Where this occurs, Company management will work to support its employees in every way possible.

Where staff are notified of or are concerned about an abusive or defamatory post, profile, comment or page relating to a Company employee or service, this should be reported immediately to your line manager. The Manager should arrange for the post to be reviewed, and where possible or appropriate, the post should be reported as abuse with the relevant site's existing reporting process. A screenshot should be recorded of the comment.

3.11.4 Policy Review

This policy will be reviewed and updated annually or more frequently if necessary, to ensure that any changes to the Company structure and business practices are properly reflected in the policy.

3.12 DRIVING LICENCE, INSURANCE & PENALTY POINTS SYSTEM

3.12.1 Driving License

If the Company requires an employee to drive a Company vehicle, under any circumstances, they must hold an appropriate current valid driving licence. For insurance purposes all employees who drive a Company vehicle will be requested to furnish a copy of their current driving licence on an annual basis.

The employees referred to above must notify the Company immediately if they should cease to hold a valid driving licence whether by disqualifications or by revocation on medical grounds. Loss of driving licence may result in employment being terminated. Any endorsement must be notified to the Manager immediately.

Employees using their own vehicle for Company business (not including travel to another company location) must provide the Company with evidence of adequate insurance cover for business use.

3.12.2 Penalty Points System Policy - The Law

Under the system a driver accumulating 12 penalty points within a 3-year period will automatically lose their driving licence for 6 months. The number of penalty points imposed at any one time will depend on the severity of the offence.

This policy applies to all Company employees who drive a Company vehicle or for whom driving is an essential requirement of the job.

3.12.3 Cost

The Company will not under any circumstances cover the cost of road traffic offences including fines received under the Penalty Point System. These costs will be borne by the employee concerned regardless of whether the vehicle was being used for private or business use at the time the offences occurred.

3.12.4 Disciplinary Action

An employee of the Company who has been disqualified from driving for any reason may be subject to disciplinary action, up to and including dismissal. In addition, any breach of this policy may result in disciplinary action, up to and including dismissal.

The Company reserves the right to reconsider the allocation of Company vehicles where a breach of this policy occurs or where employees who are disqualified from driving for any reason and/or there is a significant increase in Insurance Premiums. The Company reserves the right to insist on the immediate return of a Company vehicle if such an offence occurs.

3.12.5 Employee Responsibilities

The Company insists that all employees:

- a. Exercise reasonable care when driving.
- b. Maintain their vehicles in a clean, roadworthy condition and in good operating order.
- c. Adhere to all motoring regulations and conditions.
- d. Adhere to the regulations covered under the Road Traffic Act, 2002.
- e. Familiarise themselves with the Penalty Points System and the Road Traffic Act, 2002.

Any employee who wishes to appeal an imposition under the Penalty Points System should inform the Manager before any appeal is lodged with the relevant authorities/court.

It is the responsibility of employee's assigned Company vehicles to maintain necessary records in order to identify other drivers of their car who may have been responsible for a road traffic offence affecting them or their vehicle. It is the employee's duty to inform their Manager immediately of any accidents, which occur including any penalty points endorsed on their driving licence. Any driver who loses their driving licence or receives an endorsement must immediately advise their line manager, as this may have to be disclosed to the Insurance Company.

3.13 COMMUNICATIONS

We believe that it is essential that you are kept informed about any Company matter, including its plans for the future, which may directly affect you. We also expect and welcome feedback from you, and we have a variety of communication channels to encourage a two-way exchange of information.

3.13.1 One-to-Ones

Individual issues concerning employment conditions will be handled individually by your line manager on a one-to-one basis, as part of normal day-to-day work.

3.13.2 Staff Meetings

Sharing business info, planning together etc. apply to all employees and are held on a continuous basis.

3.13.3 E-Mails

If you have access to Company email remember to check for e-mail on a regular basis and as appropriate to your role. Information on Company business may be disseminated in this way.

3.14 ALCOHOL AND DRUGS

Alcohol, except that used for Company-organised social events, is not allowed on Company premises. Employees believed to be under the influence of alcohol or where the smell of alcohol is detectable from an employee's breath whilst on Company premises will be subject to disciplinary action.

Drugs (apart from those prescribed by a Medical Practitioner) are not allowed on Company premises or at Company functions. If there is a reasonable belief that an employee is in possession of, or under the influence of illegal drugs, he or she will be liable to suspension and/or dismissal. An Garda Siochana will also be notified.

3.15 COLLECTIONS

If you wish to take up a collection, sell raffle tickets etc. within the Company, for whatever purpose, you must first obtain the approval of the CEO.

3.16 NOTICES/POSTERS

Notices or posters may not be displayed on or within Company premises without the prior permission of the CEO. Similarly, documents or notices, which are not directly relevant to work, may not be circulated without prior permission.

3.17 EXPENSES

If you incur any expenditure on behalf of the Company, you will be reimbursed, provided that the expenditure has been wholly, exclusively and reasonably incurred on Company business and has been approved by your line manager. Any claims for reimbursements of business expenses should be made as soon as possible, such claims must be accompanied by VAT receipts. Original receipts should be attached to the claim (i.e., credit card receipts are not acceptable). VAT receipts are expected for all expenditure.

3.18 LEAVING THE COMPANY

3.18.1 Notice Periods

Notice must be given in writing to your line manager, and contractual notice periods must be observed. For the majority of employees, this will be one week if you are still in probation and the minimum statutory notice periods apply once you have passed your probation.

3.18.2 Leaving Date

Your letter must state your last date of employment and, if different, your last actual working day. The Company reserves the right not to allow holiday to be offset against the notice period.

3.18.3 Return of Company Property

All Company property should be returned on or before your last day of employment. Failure to return such items may result in the cost of the items being deducted from any monies outstanding to you.

3.18.4 Holidays

Holidays, which you have accrued but not taken, will be paid for in your final salary. If, when you leave the Company you have taken holiday for which you have not accrued sufficient service, the amount owed will be deducted from your final salary.

3.18.5 Repayment of Loans/Expenses

Any outstanding loans, expenses, advances etc. will be deducted from your final salary.

3.18.6 Exit Interview

As a matter of policy, all employees serving notice shall have an exit interview. The purpose of the

interview will be to establish reasons for leaving.

3.18.7 References

If a prospective employer requires a reference, they should be requested to write to the Company. Any reference supplied to another employer is given in complete confidence. The Company reserves the right not to supply references.

3.18.8 Cessation of Benefits

All Company benefits will cease on the last day of employment unless written notification to the contrary is given.

3.19 REDUNDANCY POLICY

Should circumstances arise where redundancy is determined to be a possibility the Company will ensure it complies with relevant legislation and look where possible to

- a) Reduce overtime to a workable minimum; and
- b) Investigate measures, such as short-time working, reduced working week and/or lay off (without pay), as a means of avoiding redundancies.

If redundancies cannot be avoided, consideration may be given to applications for voluntary redundancy, where appropriate. It may not be possible to accept every application for voluntary redundancies depending on the requirements of the business. If the selection of employees for redundancy becomes necessary, any criteria for selection will be discussed with you at the time where possible. At all times, the overriding consideration will be the future viability of the business and we reserve the right to deviate from this policy where deemed necessary.

3.20 MEDIA

All enquiries from members of the media including but not limited to press, radio and television, in relation to the Company or otherwise should be passed to the CEO. No comments should be made to the Media on behalf of the Company unless authorised to do so by the CEO.

3.21 RELATED POLICIES

- Grievance Procedure (3.2).
- Harassment and Sexual Harassment policy (3.3).
- Bullying policy (3.4).
- Equal Opportunities policy (3.5).
- Training and Development policy (3.7).
- Making a Protected Disclosure (3.8).
- Maternity (5.1), Parent's (5.2) Parental (5.3), Paternity (5.4) Carer's (5.6) and Adoptive (5.7) Compassionate (5.7) and Force Majeure (5.8) Leave Policies.
- Smoke-Free Policy (6.1).
- Breaks and rest periods (2.12.1).
- UniHaven Limited Safety Statement.

SECTION 4: BENEFITS

4.1 ANNUAL LEAVE

Unless greater holiday provision is made in your individual contract of employment, you will be entitled to 22 days holidays on an annual basis (excluding public holidays) or as outlined below. All employees must retain 2 days annual leave for Good Friday and Christmas Eve as all branches will be closed on these days.

4.1.1 Calculation of Holiday Entitlement

Where employees have worked less than a full year or less than 1,365 hours in that leave year, the employee will be entitled to one-third of a working week for each month in the leave year in which he or she works at least 117 hours, or 8 per cent of the hours actually worked in a leave year (subject to a maximum of four working weeks leave).

All employees who have worked for eight months or more, working at least 117 hours per month, will be entitled to an unbroken period of two weeks holidays.

All Annual Leave will be approved at the Company's discretion. However, the Company will agree holidays with the employee bearing in mind work/operational requirements, opportunities for rest and recreation and family responsibilities of the employee.

4.1.2 Illness during Annual Holiday

If you fall ill during a holiday and submit a medical certificate covering the day(s) in question, you will be granted alternative days off in lieu.

4.1.3 Applying for Annual Leave

To apply for holiday leave, you must:

- Complete an Annual Leave Request.
- Discuss the matter with your line manager as far in advance as possible. Ideally, you should give six weeks' notice of your request to take annual leave.
- Annual Leave is granted on a first come first served basis while also reviewed on the basis of the operational requirements of the business.
- Should be aware that at certain peak trading times it may be necessary to limit the number of people taking holidays at any one time.
- Should any employee who has had their leave denied due to operational requirements then go on unauthorised absence this will be treated as a disciplinary offence and the employee may be subject to disciplinary proceedings.
- Only two weeks holidays are to be taken at any one time. The line manager has the authority to approve holidays for a period longer than two weeks. A minimum of six weeks' notice must be given for all holiday requests the dates of which are to be requested and approved by prior arrangement with the company.

4.1.4 Carrying over Holidays into the following holiday year

Holiday entitlement for one year may not be carried forward to the following year, unless otherwise agreed in writing with the CEO.

4.1.5 Accruing Annual Leave During Periods of Certified Sickness

Statutory annual leave may be accrued during a period of certified sick leave. Employees on long-term sick leave can retain annual leave they could not take due to illness for up to 15 months after the end of the year in which it is accrued. Workers who leave their employment within 15 months of the end

of the year in which this annual leave was accrued, are entitled to payment in lieu of this leave which was untaken due to illness.

4.1.6 Public Holidays

You may be required to attend for work on a public holiday. Qualifying employees will be entitled to all ten public holidays but subject to seasonal demand, which are as follows:

- New Year's Day (1st of January).
- St Brigid's Day (First Monday in February, or the 1st of February if the date falls on a Friday).
- St. Patrick's Day (17th of March).
- Easter Monday.
- First Monday in May.
- First Monday in June.
- First Monday in August.
- Last Monday in October.
- Christmas Day (25th of December).
- St. Stephen's Day (26th of December).

Please note that Good Friday and Christmas Eve are not Public Holidays.

Part-time or casual employees must have worked at least 40 hours in the five weeks ending on the day before the public holiday in order to qualify for the public holiday.

In respect of each public holiday an employee's entitlement is either:

- (a) A paid day off on the public holiday; or
- (b) A paid day off within a month; or
- (c) An extra day's annual leave; or
- (d) An extra day's pay.

The Company reserves the right to determine which of the above options is chosen. If an employee is absent from work immediately prior to the public holiday for one of the following reasons, then they will not be entitled to that public holiday:

- a. 52 consecutive week's absences for occupational injury.
- b. 26 weeks absence for illness or injury other than occupational injury.
- c. 13 weeks absence as authorised by the employer, including lay off.
- d. Any unauthorised absence.

SECTION 5: FAMILY FRIENDLY LEAVE

5.1 MATERNITY LEAVE AND MATERNITY BENEFIT

The following sections describe the Company's policy on maternity leave, maternity pay and paternity leave/pay. The Company offers leave in line with the statutory maternity scheme. If you have any questions about this policy or about any other aspect of maternity rights, you should contact your Manager.

5.1.1 Time off for Ante - Natal Classes

A pregnant employee is entitled to time off from her work to the equivalent of the duration of the class and not including travel time, without loss of pay to attend one set of antenatal classes (other than the last 3 classes). In addition, an employee who is an expectant father of a child is entitled to time off from work, without loss of pay to attend the last 2 antenatal classes in a set before the birth. This is a once off entitlement for fathers in relation to one birth only.

In order to avail of this right a pregnant employee or an expectant father must:

- a) notify their Manager in writing, of the location, date, and times of each class as soon as practicable and in any event not later than 2 weeks before the date of the relevant class; and
- b) Produce on request an appropriate document indicating the dates and time of the classes or the date and time of the relevant class.

If you through no fault of your own do not comply with (a) and (b) above, you must, not later than 1 week after the date of the class concerned provide your Manager with evidence of your having attended the class and indicate the circumstances which caused you not to be able to comply with the requisite notification. If you are unable to attend one full set of classes (other than the last 3) during a pregnancy due to circumstances beyond your control, including:

- miscarriage;
- the premature birth of the baby concerned; or
- illness.

You are entitled during a subsequent pregnancy to such time off from work without loss of pay, as is necessary to attend the class.

5.1.2 Time off for antenatal and postnatal care

You are entitled to take paid time off during your normal working hours for medical or related appointments (defined as appointments for the purpose of an examination or test under the direction of a registered medical practitioner) and you are also entitled to take paid time off for medical or related appointments up to 22 weeks after the birth of your child (at least two weeks of your minimum period of maternity leave of twenty six weeks must be taken before, and four weeks taken after the birth of your child), although wherever possible you should arrange your appointments at the start or end of your working day to minimise disruption to the Company.

5.1.3 Qualifying Conditions

In order to avail of paid time off as specified above, you must notify the Company of the appointment as soon as practicable, and in any event not later than two weeks before the date of the appointment unless this is not possible through no fault of your own.

You should advise your Manager that you will be absent as far in advance of your appointment as possible and you may be asked to produce your appointment card.

5.1.4 Minimum maternity leave

You are entitled to a 26-week period of minimum maternity leave irrespective of your length of service or the number of hours you work each week. During this minimum maternity you may be entitled to Maternity Benefit (MB) from the Department of Social and Family Affairs. The Company does not pay any additional maternity benefit.

5.1.5 Extension of maternity leave

Where your date of confinement occurs after the expected date of confinement (as defined in the Social Welfare (Consolidation) Act, 1993 the minimum period of maternity is extended, if necessary, by up to four weeks to ensure that you have four weeks of maternity leave after the birth of your child.

5.1.6 Additional maternity leave

You are also entitled to take a further period of 16 weeks' unpaid maternity leave, irrespective of whether you have taken an extension of maternity leave, but this period is not covered by maternity benefit either from social welfare or from the company.

5.1.7 Health and Safety Leave

If due to the Provisions of the Safety, Health and Welfare at Work Act, 2005 and the Safety, Health & Welfare at Work (General Applications) (Amendment) Regulations 2016 it is necessary to place you on Health and Safety leave on grounds of pregnancy, recently giving birth or breast feeding you will be paid for the first 3 days. Thereafter you may be entitled to Social Welfare Benefits.

5.1.8 Father's entitlement to maternity leave

Fathers are only entitled to maternity leave if the mother dies within 24 weeks of the birth. In these tragic circumstances, the father may be entitled to a period of leave, the extent of which depends on the actual date of the mother's death. Where a father qualifies for leave under these circumstances, he also has an optional right to the additional maternity leave.

5.1.9 Paternity Leave and Paternity Benefit

The Paternity Leave and Benefit Act 2016 provides for statutory paternity leave of 2 weeks from employment or self-employment.

Paternity Benefit is a payment for employed and self-employed people who are on paternity leave from work and covered by social insurance (PRSI). It is paid for 2 weeks and is available for any child born or adopted on or after the 1st September 2016. You can start paternity leave at any time within the first 6 months following the birth or adoption placement.

You should apply for the payment 4 weeks before you intend to go on paternity leave (12 weeks if you are self-employed). Paternity leave days must be taken consecutively, and all dates must be agreed with David or Christine Daly in advance.

If you are already on certain social welfare payments, then you may get half-rate Paternity Benefit.

You must also satisfy the PRSI contribution conditions.

5.1.10 When can employees start their maternity leave?

You can start your maternity leave up to 14 weeks before the end of the expected week of confinement, but it must not be later than two weeks before the end of the expected week of confinement and you must not take less than four weeks after the end of the expected week of confinement.

5.1.11 Reduction of Working Hours to Facilitate Breast feeding.

An employee who is breastfeeding will be entitled to reduce her hours by 1 hour per day for the purposes of breastfeeding other than in the workplace, if the Company has not requested her to utilise facilities provided by the Company. For the purposes of the 2004 Act "breastfeeding" means breastfeeding a child or expressing breast milk and feeding it to a child immediately or storing it for the purposes of feeding it to a child at a later time. This entitlement may be availed of for up to 26 weeks after the date of birth of the child. Such a reduction of hours will comprise of one 60-minute period, two 30-minute periods, or three 20-minute periods as agreed with your Manager. Part time employees will be entitled to a pro-rata benefit to that provided to full-time employees.

To avail of this benefit, the employee must inform their Manager of the intention to avail of this reduction in hours when advising the company that she will be returning to work, i.e., not later than four weeks before the intended return to work date. The employee should include a copy of the child's birth certificate with such an application. The employee will remain on full pay during the period that hours are reduced for the purposes of breastfeeding.

5.1.12 Provision of Breastfeeding Breaks

An employee who is breastfeeding will be entitled to work breaks equivalent to 1 hour per day for the purposes of breast-feeding in a designated area in the workplace. For the purposes of the 2004 Act "breastfeeding" means breastfeeding a child or expressing breast milk and feeding it to a child immediately or storing it for the purposes of feeding it to a child at a later time. This entitlement may be availed of for up to 26 weeks after the date of birth of the child. Breastfeeding breaks may be taken as one 60-minute break, two 30-minute breaks, or three 20-minute breaks per day as agreed with your Manager. Part time employees will be entitled to a pro-rata benefit to that provided to full-time employees.

If required, the Company will provide appropriate facilities for breastfeeding mothers including;

- A clean and hygienic private room with power points and a lockable door.
- A comfortable chair, table.
- A refrigerator for storage of expressed breast milk.
- A storage area for equipment such as an electric breast pump.

To avail of this benefit, the employee must inform their Manager of the intention to avail work breaks when advising the company that she will be returning to work, i.e., not later than four weeks before the intended return to work date. The employee should include a copy of the child's birth certificate with such an application. Availing of such breaks will not result in any reduction of pay for the employee.

5.1.13 Notification Requirements

Before your maternity leave begins

As soon as reasonably practicable but not later than 4 weeks before the start of your Minimum maternity leave, you must notify your Manager in writing of the date on which you will commence your maternity leave together with a medical certificate confirming the expected week of confinement.

Notification by you for an Extension of maternity leave must be given as soon as practicable.

Notification by you for Additional maternity leave shall be given not later than 4 weeks prior to what would have been your expected date of return if you had not taken additional maternity leave.

Returning from maternity leave

Please note that you must provide at least four weeks written notice of your intention to return to

work after maternity leave. Please note that if you do not provide the proper notice of return to work this may affect your right to return to work. The notice should specify the date of your return.

Further extending maternity leave on medical grounds

If you are too ill to return to work at the end of your maternity leave period, the normal Company rules on sick leave will apply.

5.1.14 Maternity Benefit (MB)

NOTE It is a matter for the employee to deal with the Department of Social and Family Affairs, but for the assistance of the employee we provide the following information which is up to date as of the 1st of May 2008.**

To qualify for MB (paid by the Department of Social and Family Affairs) you must have:

- at least 39 weeks PRSI paid in the 12-month period before the first day of your maternity leave; or
- at least 39 weeks PRSI paid since first starting work and at least 39 weeks PRSI paid or credited in the relevant tax year (the second last complete tax year before the calendar year in which your maternity leave starts); or
- 26 weeks PRSI paid in the relevant tax year and 26 weeks PRSI paid in the tax year prior to the relevant tax year.
- Only PRSI at classes A, E and H count.

If you are self-employed you must have:

- 52 weeks PRSI contributions paid at Class S in the relevant tax year before the year in which your claim is made; or
- 52 weeks PRSI contributions paid at Class S in the tax year prior to the relevant tax year before the year in which your claim is made; or
- 52 weeks PRSI contributions paid at Class S in the tax year later than the relevant tax year (applicable from April 2002)

If you are now self-employed but you were in insurable employment before you became self-employed, the PRSI contributions (Class A, E and H) paid by you in that employment may help you qualify for Maternity Benefit if you do not satisfy the self-employment conditions as stated above.

MB is not taxable. MB is payable whether or not you intend to return to work and is not repayable if you do not return for any reason.

MB is payable for a maximum of 26 weeks and is only payable if you are absent from work. The standard rate for MB is €262 per week, however, your personal circumstances or those of a spouse or dependent others may affect this rate.

- MB is payable to you by Direct Payment on a weekly basis into an approved current or deposit savings account. Approved institutions are:
 - ACC Bank
 - AIB Bank
 - Bank of Ireland
 - Ulster Bank
 - EBS d.a.c
 - Permanent TSB
 - Credit Union

To claim MB, you must give a minimum of 6 weeks' notice by completing Form MB10 (which must

also be stamped and completed by your employer and your Doctor not earlier than 16 weeks before your child is due) and returning it to:

Maternity Benefit Section,
Department of Social Protection,
McCarter's Road,
Buncrana,
Donegal,
Ireland.

5.1.15 Contractual benefits

When you are absent on minimum maternity leave (i.e., the 26-week period) or extended maternity leave (but not additional maternity leave or father's leave), providing you have given the required notice as detailed above, you will be entitled to the following:

- You will continue to accrue holiday entitlement under the Organisation of Working Time Act, 1997. Other contractual benefits except the right to remuneration will also be continued.
- When you are absent on additional maternity leave or fathers leave your employment law entitlements will cease (except as to reckonable service).
- During minimum maternity leave, extended leave, additional maternity leave and father's leave, you are required to comply with all of the Company's terms and conditions of employment and remain subject to the Company's rules, policies, and procedures during their absence.

5.1.16 Continuity of Employment

For both statutory and contractual purposes, continuity of employment is not broken by minimum, extended or additional maternity leave or father's leave. This means that the full period of leave counts for calculating continuous employment for statutory and contractual purposes except for accrual of remuneration and holiday entitlement (see above).

Your contract of employment will continue during minimum, extended, or additional maternity leave or father's leave, although, of course, you will not be obliged to work nor, will the Company be obliged to provide you with work. If for any reason you fail to return to work or fail to give the appropriate notification of your return to work, at the end of the relevant period of leave you will be treated as having resigned from your employment and your employment and contract will come to an end as a result of your resignation.

5.1.17 Health and Safety

In accordance with the Company's legal obligations the Company has carried out an assessment of the risks to all pregnant employees, new mothers and breast-feeding mothers who work for the Company. You should advise your Manager as soon as possible that you are pregnant, have given birth in the last 6 months or are breast feeding to allow adequate protection to be provided to you.

If your job is identified as carrying any risk for you or your unborn child, you will be notified immediately, and arrangements will be made to remove you from those risks. This may mean that your working conditions are altered or that you are offered another more suitable job for the duration of your pregnancy. If neither of these options is possible the Company is obliged to suspend you on full pay until you are no longer at risk. If you have any concerns about your own health and safety at any time you should speak to your Manager immediately.

5.2 PARENT'S LEAVE

The Company offers Parent's Leave as provided under The Parents Leave and Benefit Act 2019. The Company provides seven weeks statutory leave to employees within the first two years of a child's life, or in the case of adoption, within two years of the placement of the child with the family. Parent's leave is available to each parent.

The leave period remains the same in the case of multiple births, for example, if you have twins or adopt 2 or more children at the same time.

Parents Leave must be applied for a minimum of 4 weeks in advance and will be refused if you are not entitled to it.

Parent's leave is unpaid by the company.

Please note under the legislation the Company can postpone your application for parent's leave for up to 12 weeks. The Company will advise you of the reason why a postponement is being sought and discuss and agree when you can take your Parent's Leave.

Where enough PRSI contributions have been made the parent will be entitled to a payment from the Department of Employment Affairs and Social Protection. If you qualify for Parent's Benefit, you may get €262 each week, if you are to receive a "top up" while on parents leave, this will be specified in your contract of employment. The employee must apply directly to the Department of Social Protection for this benefit.

5.2.1 Entitlement to leave as a relevant parent.

The following are employees who qualify for Parents Leave:

- A parent of the child.
- A spouse, civil partner, or cohabitant of the parent of the child.
- A parent of a donor-conceived child as provided for under section 5 of the Children and Family Relationships Act 2015.
- The adopting parent or parents of a child.
- The spouse or civil partner of the adopting parent of the child (if the parents have not adopted the child together).
- Each member of a married couple of the same sex, a couple that are civil partners of each other, or a cohabiting couple of the same sex.

5.2.2 Taking leave

Employees can take parents leave, either one week at a time or take the two weeks together. All proposed leave must be discussed with your Manager to allow for business operations and planning.

5.2.3 Making an application

Employees must make their request in writing to their Manager six weeks before the date the employee intends to start their leave, and:

- indicate the expected start date and how long the leave will be.
- In the situation where the employee spouse / partner is the parent taking maternity or adoptive leave then our employee must include appropriate certification confirming pregnancy and the expected date of confinement, or in the case of adoption the certificate of placement.

5.2.4 Parent's Leave and Maternity Leave

Parent's leave is separate to maternity leave. Parent's leave cannot start while employees are on maternity leave but can start from the day maternity leave ends. Employees must make a separate application for parent's leave.

5.2.5 Postponed parent's leave

The company may seek to postpone parents leave under the following headings:

- The seasonal variations in the volume of work.
- The unavailability of another person to carry out the duties of the employee during the leave Period.
- The nature of the duties referred to in (b)
- Staffing levels over the period of the requested leave.

If an employee's parent's leave is to be postponed, the employee's Manager will consult with the employee. The company will inform the employee in writing no later than 4 weeks before the intended start date of the leave, the reason why the leave is being postponed will be included in this letter. The company is aware that parents leave cannot be cancelled more than 12 weeks after the start of the requested parents leave, and the purposed new date for parents must be agreed with the employee.

5.2.6 While on parents leave

- This leave will be treated as being in employment and you are entitled to return to your job after parent's leave. (Exactly as all other types of statutory leave for parents).
- Annual leave – you can build up annual leave while you are on parent's leave.
- Public holidays – you are entitled to any public holidays that occur during your parent's leave.
- PRSI contributions – you can get credited PRSI contributions while you are on parent's leave.

5.2.7 Hospitalisation of a child

If the employee's child is hospitalised and the parents leave has already started or before it starts, and the employee would like to postpone the parents leave, the employees must put the request in writing to their Manager. All requests will be review and the employee notified as soon as possible of the decision.

5.2.8 Death of a child

The death of the child does not affect the entitlement of the parent to parents leave (once within the timeframe and they qualify as a relevant parent) even where notice in writing of the intention to take the leave was not given.

5.2.9 Transferring Parents Leave

Where a relevant parent dies, a surviving parent is entitled to leave (referred to as transferred parent's leave) to provide or assist in providing care for the child for a period of two weeks or for the amount of leave the deceased parent did not take.

5.2.10 Applying for transferred parent's leave

The employee must inform their Manager in writing no later than six weeks before the intended start date of the transferred parent's leave.

Please, mention in your letter:

- The death of the relevant parent.
- Your intention to take transferred parent's leave.
- The length of leave you are entitled to.

The company may request, a copy of the death certificate of the relevant parent, to retain in the employees file.

5.2.11 Where to apply

Parent's Benefit Section

Department of Employment Affairs and Social

Protection McCarter's Road

Buncrana,

Donegal,

Ireland

F93 CH79

Tel: (01) 471 5898

Locall: 1890 690 690 (Note: the rates charged for using 1890 (Lo-call) numbers may vary)

Homepage: <https://www.gov.ie/en/service/b321b1-parents-benefit/>

5.3 PARENTAL LEAVE

The company offers 26 weeks unpaid Parental Leave from the 1st of September 2020 for the purposes of caring for each qualifying child. In general, you will have the right to parental leave if you have one year's continuous employment and:

- You are the natural or adoptive parent of a child who will be under the age of twelve at the end of the period of Parental Leave; or
- You are the parent of a child with a disability who will be under the age of sixteen at the end of the period of Parental Leave; or
- You have adopted a child who was aged between six years and eight years at the date of the adoption order and the period of Parental Leave will end less than two years after the date of the order.

The Company offers up to 18 continuous* weeks unpaid Parental Leave for the purposes of caring for each qualifying child. In general, you will have the right to parental leave if you have one year's continuous employment and:

- You are the natural or adoptive parent of a child who will be under the age of eight at the end of the period of Parental Leave; or
- You are the parent of a child with a disability who will be under the age of sixteen at the end of the period of Parental Leave; or
- You have adopted a child who was aged between six years and eight years at the date of the adoption order and the period of Parental Leave will end less than two years after the date of the order.

The employee may take their leave in one continuous period or in two separate blocks of a minimum of six weeks each. However parental leave may not be broken up;

*unless the Company agrees to allow you "Broken Leave" (blocks of leave broken into individual days or weeks or taken in the form of reduced hours at work**).

**Broken Parental Leave If the Company agrees to grant same shall be calculated as follows: -

(a) Your initial entitlement will be the equivalent of the total number of hours worked by you in the 14 weeks period ending immediately before the week in which you propose to commence your first period of leave.

(b) On the second and subsequent occasions that you take your leave your entitlement will be the equivalent of the hours worked during the 14 weeks period ending immediately before you take that period of leave averaged with any previous 14-week periods ending immediately prior to any leave previously taken less the total number of hours leave already taken.

5.3.1 Notification

You must give at least six weeks written notice prior to taking the Parental Leave.

The notice must include the following details: -

- The date on which you intend to commence the leave.
- The duration of the leave.
- The manner in which you propose to take the leave.
- The notice must be signed by you.
- You may revoke the notification at any time before the signing by both you and the Company of a Confirmation document (see below).

5.3.2 Confirmation

No later than 4 weeks before the leave is due to begin the Company will agree with you the details of the leave and execute a confirmation document signed by both you and the Company specifying:

- The date on which the leave will commence.
- The duration of the leave.
- The manner in which the leave will be taken.
- Signed by both the Company and you.
- Once the confirmation document has been signed both by the Company and by you, it cannot be altered without the agreement of both parties.

If you will not have completed one year's continuous employment with the Company on the last day that you would otherwise be entitled to Parental Leave, and you have completed 3 months continuous employment on the latest day that you would otherwise be entitled to commence Parental Leave then you are entitled to one weeks leave for every complete month of continuous employment with the Company.

5.3.3 More than one qualifying child

If you have more than one qualifying child, you may not take more than 18 weeks Parental Leave in any 12-month period, unless the Company agrees otherwise. This restriction does not apply in the case of multiple births including twins.

5.3.4 Postponement of Parental Leave by the Company

The Company may postpone the parental leave (prior to the signing of a confirmation document) if the Company is satisfied that granting the leave would have a substantial adverse effect on the operation of the business. Any such postponement will be for no greater than 6 months, and the Company will consult with you prior to giving notice of the postponement to agree an alternative suitable date. The Company will notify you of its intention to postpone (giving grounds for such postponement) at least 4 weeks before the proposed date of commencement of Parental Leave.

The Company may only postpone the leave once in respect of any particular child, save and except that if the reason for the postponement is a seasonal variation in the volume of work, the Company may postpone the leave up to twice in respect of any particular child.

5.3.5 Abuse of Parental Leave

You must use any Parental Leave granted to take care of the qualified child.

If the Company has reasonable grounds to believe that the leave is being used other than to take care of the qualified child, and after allowing you 7 days in which you may make representations on the matter, the Company may terminate the leave on 7 days' notice (such notice to specify the grounds for the termination of leave, and the date of termination).

5.3.6 Refusal of Parental Leave

If the Company believes on reasonable grounds that you are not entitled to the Parental Leave, the Company may notify you of its intention to refuse the leave, allowing you 7 days in which to make representations on the matter. If the Company after considering your representations (if any), decides to refuse the Parental Leave it will specify the reasons for such refusal.

5.3.7 Terms and Conditions of Employment

Your contract of employment will continue during parental leave as to the Company's duty of trust and confidence to you, terms as to notice of termination, redundancy payments, disciplinary and grievance procedures.

- You will remain bound by your duty of good faith to the Company and your duty not to disclose confidential information relating to the Company, accept gifts or other benefits or participate in any other business.
- You will remain employed during the Parental Leave and continue to accrue continuity of service.
- You will continue to accrue holidays during Parental Leave.
- Any Parental leave will be unpaid.
- Any period of probation, training or apprenticeship may be suspended by the Company at its discretion whilst you are on Parental Leave.
- On your return you will be entitled to return to your previous job or position, or if that previous job or position is not your usual job or position, you will be entitled to return to work either to that job or your usual job or position as soon as practicable.
- If because of an interruption or cessation of work at the date of expiry of Parental Leave it is unreasonable to expect you to return at that date, you may return to work as soon as reasonably practicable after the resumption of work.
- If it is not practicable to allow you to return to work the Company will offer you suitable alternative work on terms or conditions of employment, which are not substantially less favourable to you.

5.4 PATERNITY LEAVE

The company offers Paternity Leave for a 2-week period as per the Paternity Leave and Benefit Act 2016 to fathers following the birth or adoption of a child, in the first 6 months after the birth or adoption of the child. The company will not pay employees on Paternity Leave; however, employees may qualify for Paternity Benefit.

5.4.1 Rules about Paternity Leave

The following are deemed the Relevant Parents under the legislation:

- The father of the child
- The partner (spouse, civil partner, or cohabitant) of the mother of the child
- The parent of a donor-conceived child

For an adopted child, the relevant parent is:

- The nominated parent in the case of a married same-sex couple, or
- The partner of the adopting mother, or
- A man adopting alone.

If more than one child is born or adopted at the same time (such as twins), you can take only one single period of 2 weeks' paternity leave.

Employees who apply for Paternity Leave may qualify for Paternity Benefit from the Department of Employment Affairs and Social Protection (DEASP).

5.4.2 Taking Paternity Leave

Paternity leave can be taken any time in the 26 weeks after the birth or adoption. The employee must notify their Manager in writing that you plan to take paternity leave and specify the dates at least 4 weeks before the start date of the paternity leave. The employees must provide a certificate from your partner's doctor stating when your baby is due or stating the baby's actual date of birth if you apply for leave after the birth.

In the case of adoption, the employee must provide a certificate of placement showing the date when the child was placed with the employee.

5.4.3 Postponing Paternity Leave

Employees can postpone paternity leave if, for example, the birth is later than expected or if there is a delay in the placement of an adopted child. If the employee is sick before their paternity leave starts, paternity leave can be postponed until after you recover from illness. The employee must notify their Manager in writing and provide a medical certificate, for the period the paternity leave had been granted.

If the employee's baby/child is hospitalised, the employee must contact their Manager in writing, asking if it is possible to postpone all or part of your paternity leave, until the baby/child has recovered.

5.4.4 Public holidays and Annual Leave

While on parental leave your annual leave entitlement is not affected, and employees are entitled to leave for public holidays.

5.4.5 Record keeping

Under the legislation, the company is required to record all paternity leave employees take. These records must include how long the employee has been employed by the company and the dates and times of the leave taken. The company must keep these records for 8 years.

5.5 CARERS LEAVE

You may avail of temporary unpaid leave in order to personally provide full time care for a person who has been medically certified to require full-time attention. You must have at least 12 months continuous service to avail of this. This entitlement is subject to receipt of a decision from a deciding officer of the Department of Employment Affairs and Social Protection that the person whom you propose to provide full time care for a relevant person within the meaning of the Social Welfare (Consolidation) Act, 1993 as amended.

You are entitled to take a maximum of 104 weeks. This can be taken as a continuous period or in separate blocks (this must be agreed with your Manager). Should you so choose you can work a maximum of 18.5 hours a week while on carer's leave provided your income from employment is less than a weekly income limit of €332.50. You can only take carer's leave for one person at a time unless the people you are intending on taking care of live together. This choice can only be exercised once.

You should apply to a social welfare-deciding officer at least eight weeks before you intend to take the leave. You must give the Company six weeks' written notice and provide the deciding officer's written decision. Carers Leave cannot be agreed until the Company receives a copy of the deciding officer's letter/decision.

5.5.1 Employment Rights

All your employment rights are protected while on this leave with the exception of pay and benefits. You are entitled to return to the same work or alternative work where conditions are not less favourable than that of previous employment.

5.5.2 Refusals & Postponements

The Leave can be refused if its duration is less than 13 weeks if the Company has reasonable grounds for the refusal and specifies the reasons for refusal to you in writing. Leave can be postponed, curtailed, or varied pending agreement between you and your employer.

5.5.3 Social Welfare Benefits

You are not entitled to pay from the Company for carer's leave, but you may be entitled to Carer's Benefit from social welfare. The benefit is subject to certain conditions.

5.6 ADOPTIVE LEAVE

Adoptive leave is available to an employed adopting mother, an employed sole male adopter, and an employed adopting father where the adopting mother has died. The leave consists of a minimum of 24 weeks-unpaid leave ("Adoptive Leave") commencing on the day of placement of the child and an additional 16 weeks' unpaid leave ("Additional Adoptive Leave"). You must give at least 4 weeks' notice to the employer prior to the date of placement. For additional adoptive leave at least 4 weeks' notice must be given before the end of the twenty-four-week adoptive leave period. This additional leave is optional. In the case of foreign adoptions, some or all of the 16 weeks' additional leave may be taken immediately before the placement date. From the 30th of January 2006, if the adopted child is hospitalised, the period of leave or additional leave may be postponed. The company will discuss all options with you and support you in your decision.

5.6.1 Before the Adoption

Adopting parents are entitled to paid time off work to attend preparation classes and pre-adoption meetings with social workers or Health Service Executive (HSE) officials required during the preadoption process.

5.6.2 During the Leave

All employment rights other than remuneration are preserved during the 24-weeks adoptive leave.

Employment rights during the 16-weeks additional adoptive leave will be frozen, i.e., the period of employment before the leave will be regarded as continuous with the period of employment following the leave. The employee has the right to return to work after the adoptive leave and additional leave. An employee must give 4 weeks written notification to the employer before the end of the leave.

5.6.3 Social Insurance Benefit

You may also be entitled to social insurance benefit for adoptive leave paid by the Department of Employment Affairs and Social Protection, and you should contact the Department in this regard.

This table explains the differences between the types of leave for parents.

Leave	Who gets it?	How long?	Payment	Notice Time
Maternity Leave	Female employees	26 weeks	Maternity Benefit is for 26 weeks. Paid by DSP, if you have enough PRSI contributions	In writing at least 4 weeks before the date you intend to start Maternity Leave.
Additional Maternity Leave	Female employees	Up to 16 weeks	No, this is unpaid leave	At least 4 weeks written notice if you intend to take the 16 weeks Additional Maternity Leave before the end date of your

				Maternity Leave.
**Please inform your Manager and HR Department as soon as possible that you are pregnant so that the Company can arrange for a Risk Assessment to be completed so that the Company can provide all assistance and support.				
Adoptive Leave	One parent of the adoptive couple, or a parent adopting alone	24 weeks	Adoptive Benefit is for 24 weeks. Paid by DSP, if you have enough PRSI contributions	In writing at least 4 weeks before you intend to start Adoptive Leave.
Additional Adoptive Leave	One parent of the adoptive couple, or a parent adopting alone	Up to 16 weeks	No, this is unpaid leave	In writing at least 4 weeks before you intend to take Additional Adoptive before the end date of your Adoptive Leave.
Paternity Leave	New parents of children under 6 months of age (usually the father or the partner of the mother, or in the case of adoption, the parent who is not taking adoptive leave)	2 weeks	Paternity Benefit is for 2 weeks. Paid by DSP, if you have enough PRSI contributions	In writing at least 4 weeks before the date you intend to start Paternity Leave.
Parental Leave	Parents and guardians of children under 12	26 weeks	No, this is unpaid leave	In writing at least 6 weeks before the date you intend to start Parental Leave.
Parent's Leave	Parents of children under 2 years of age Parents of adopted children in the first 2 years of the placement of the child	7 weeks	Parent's Benefit is for 7 weeks. Paid by DSP, if you have enough PRSI contributions	In writing at least 6 weeks before the date you intend to start Parent's Leave.
Carer's Leave	The person you care for does not have to be a family member or spouse but can be a friend or colleague. However, The person you will be caring for must need full-time care and attention.	Minimum of 13 weeks and up to a maximum of 104 weeks	If you do not have enough PRSI contributions, you can apply for a means-tested Carer's Allowance	In writing at least 6 weeks before you intend to start Carer's Leave.

N.B. The Department makes all benefit payments of Social Protection, and the amount employees receive in these payments is subject to the Department of Social Protection qualifying criteria. Therefore, employees who wish to apply for any of the above leave entitlement should contact the Department of Social Protection directly to establish if they qualify for the benefit associated with the leave they intend to take.

5.7 COMPASSIONATE LEAVE

The Company will endeavour to grant time off with pay for bereavement. Approval of bereavement leave rests with a Manager. Each situation will be considered individually but, as a general guideline, the Company will grant up to 3 days paid leave in the case of death of immediate family members and

1 day for relatives outside the immediate family.

Member of the 'immediate family' is defined as the husband/wife, spouse/life partner, parent, brother or sister, son or daughter of the employee and the spouse/life partner, son, daughter, of the employee or any relative living in the immediate household of the employee.

The Company fully appreciates that employees may need more time off, particularly in the case of a close family member. Exceptional cases will be looked at individually and additional leave may be granted at Management's discretion.

5.8 FORCE MAJEURE

You have a right to take paid leave, pending approval of a Manager (of up to 3 days in any 12 consecutive months, providing same does not exceed 5 days in any 36 consecutive months and absence for part of a day is counted as one day of force majeure leave) for urgent family reasons owing to the injury or illness of:

- Your spouse.
- Your child or adopted child.
- A person for whom you are In Loco Parentis.
- Your parent.
- Your brother or sister.
- A person who is living with you as husband or wife.
- Your grandparent.
- Persons in a relationship of domestic dependency, including same sex partners.

Entitlement to Force Majeure leave is limited to circumstances where the immediate presence of the employee, at the place where the ill or injured person is situated, is indispensable.

5.8.1 Notification of Force Majeure Leave

As soon as practicable while on Force Majeure leave you must: -

Confirm to the Company that you require the force majeure leave.

Failure to properly inform Management could lead to disciplinary action under the Company's disciplinary procedure for absence without leave or taking leave when not entitled.

5.8.2 Terms and Conditions of Employment

Your contract of employment will continue during parental leave in its entirety and during your absence on Force Majeure Leave you shall be regarded as being in continuous employment. Any Force Majeure leave will be paid.

SECTION 6: HEALTH AND SAFETY

UniHaven Limited recognises its duties under the Safety, Health and Welfare at Work Act 2005 and [Safety, Health and Welfare at Work \(General Application\) Regulations 2007 \(S.I. No. 299 of 2007\)](#).

6.1 Purpose

This section lays out the policy and procedures of the organisation in relation to the health, safety and well-being of its staff and members while on organisation premises.

6.1.1 Scope

This policy is applicable to all members of staff and extends to members and third parties who enter organisation premises.

6.1.2 Policy

- The organisation places the greatest importance on issues relating to health, safety and welfare and undertakes to conduct its operations in such a way as to ensure, in so far as is reasonably practicable, that its employees, contractors and members of the public are protected from risks to health and safety. We will therefore endeavour to create and develop a working environment in which there is an awareness of the vital importance of health, safety and welfare.
- The organisation's Policy on safety, health and welfare will be administered as follows:
 - by providing and maintaining a working environment that is, as far as possible, safe, healthy and without risks.
 - by ensuring that plant and machinery on the organisation's premises are safe, and without risk to the health and safety of all people on the premises.
 - by providing information, training and supervision in the use of equipment.
 - by ensuring that the use, handling, storage and transport of articles and substances are as far as possible safe and without risk to all.
 - by ensuring that adequate and suitable protection, clothing and equipment is available when appropriate and that it is used.
- The organisation operates a "No Smoking" policy throughout the organisation.

6.1.3 Employee Responsibilities

- All employees are reminded that the Safety, Health and Welfare at Work Act 2005 imposes a duty upon them while at work to:
 - Take reasonable care of their own safety at work and that of any other person and in particular but without limitation fellow employees, who may be affected by their acts or omissions.
 - to co-operate with the organisation to enable them to comply with statutory provisions e.g., evacuation during a fire drill.
 - to familiarise themselves with and conform to the organisation's health, safety and welfare policies and procedures. On joining the organisation, all new employees will be informed about health, safety and welfare issues in the new employee orientation and by the distribution of this employee handbook. Head Office and Branch offices must also have a copy of the organisation's Health and Safety Statement on file, readily available for all staff.
 - to use any suitable equipment, protective guards or protective clothing that the organisation deems necessary.

- to report, without reasonable delay, any defects in plant, machinery, place, or system of work which might endanger safety, health or welfare of which the employee becomes aware. Each employee has a responsibility to prevent an injury to themselves, colleagues or others. This will include the reporting of any unsafe conditions as soon as you become aware of them.
- Failure to observe the organisation's Health and Safety policies and procedures will result in disciplinary action, up to and including dismissal.
- Note: Responsibility for the safety of visitors to branches and ensuring that they are aware of the organisation's Health and Safety Policy, including emergency procedures, rests with the staff member who acts as host to the visitor(s).

6.2 GUIDELINES FOR SAFETY

The attention of staff is drawn to the following:

'DO's:

- Keep the workplace, especially your own desk, clean and tidy.
- Make sure approaches/corridor areas are free from clutter (i.e., not blocked by boxes and stationery).
- Ensure the floor area is kept clear of obstructions and safe.
- Make sure that all staff are aware of exits.
- See that the first-aid box is properly maintained, and accessible.
- Check that the fire extinguishers are regularly serviced, and fire alarms maintained.
- Make sure that carpets are not frayed and dangerous.
- Display first-aid notices, if possible.
- Keep all plugs and wiring in good order.
- Ensure that lighting in the office is effective and in full working order.
- Make sure that staff know how to turn off the main power supply if it becomes necessary.
- Relief staff should be briefed when working in the branch about location of keys, etc.
- Complete accident report if necessary.

DO NOT:

- Store out of date stationery or unnecessary boxes in the branch.
- Hang coats, etc. on fire extinguishers.
- Cover heaters with towels.
- Overload sockets with electrical appliances.
- Position telephones and computers on desks in such a way as to leave trailing wires across public passageways.

It is in your own interests to make your own working environment safe for all concerned. Please let common sense prevail.

6.3 ACCIDENTS AT WORK

If an employee has an accident or near miss at work, they must complete an Incident Report Form and forward it to your line manager. Incident Report Forms are held on-line.

If an employee identifies a situation that may cause an accident, however minor, they must advise the line manager who will ensure the accident is logged in the organisation's Accident Book/log and also ensure that procedures are put in place to eliminate or reduce the risk of an accident occurring.

All accidents at work will be investigated and, where appropriate, corrective action will be taken to prevent a recurrence.

6.4 FIRST AID

- Under the Safety, Health & Welfare at Work Act 2005, it is necessary that a properly stocked First Aid box be available in every office. First Aid boxes are located in the office/kitchen.
- Always ensure that your First Aid Box is adequately stocked. Each First Aid box should have a list of supplies included with it. If the first aid kit is not fully stocked with all the items on this list, employees should contact their line manager.
- Please refer to your safety statement for more information.

6.5 EMERGENCY EVACUATION PROCEDURES

- These procedures are to apply in all cases of emergencies (e.g., fire, bomb threat, flooding) which may constitute danger to life or safety or to the working or local environment at Head Office premises.

Emergency Procedures

What to do if you discover an emergency situation:

- Immediately activate the nearest fire alarm. Do not investigate - raise the alarm.
- If there are casualties, await assistance from trained first aid personnel. Non-walking casualties should not be moved unless it is necessary to remove them from immediate danger. Be careful - do not endanger yourself.
- If possible, let others nearby know. Call the nearest person's attention to the location and cause of the emergency.
- If safe to do so - and only if safe to do so and if quick action may resolve or alleviate the cause of the emergency - you may then tackle the cause of the emergency directly. (For example, use appropriate fire extinguisher to attack localised fire, or in case of localised flooding turn off supply at tap/mains. In all emergency situations, beware of damaged electricity/circuitry.
- Do not take risks. If in danger or in doubt, err on the side of caution and leave the immediate area. Always make certain that your own escape route is not cut off.
- Expect the a manager to arrive immediately to investigate the cause and extent of the emergency and to determine if a false alarm has been raised. State the situation and any action already taken quickly and clearly. In the case of there being casualties, be sure to report this at once.
- Try to carry out the actions detailed above in the sequence indicated.

What to do when you hear the alarm bell:

- The alarm bell you will hear first should be an intermittent bell. Prepare to evacuate the building.
- Inform customers, members of the public and all persons present that are not staff members that the bell is an alarm bell and that they will need to leave the premises. If in a public area, direct them immediately to the nearest exit; otherwise, they should be evacuated along with staff.
- If time allows, place important documents and items of value in safes, fireproof or secure storage cabinets, close drawers, presses, and filing cabinets, log off personal computer terminals, switch off electrical equipment / appliances, and pick up any important records that you have been pre- designated to take with you in such an event.

- If time allows, close any windows and doors (other than those which will be needed for the evacuation) in your vicinity. [Open windows and doors can fuel flames and hinder containment of the cause of the emergency, in particular fire, smoke, and fumes.]
- If time allows, take with you any portable personal belongings (such as jackets, bags). [This is particularly important in the case of bomb scares, where their removal will cut down on the number of items which may need to be treated as suspicious and investigated.] Do not take with you anything which may hinder your or others' evacuation.
- Make your way towards the exits (indicated with the green running man exit signage). Wait for a change in the alarm bell to continuous ringing, or further instruction from an authoritative source. Authoritative sources in cases of emergency are members of the emergency services, and managers.
- If the alarm bell changes to a continuous ringing, **evacuate the premises immediately:**
 - Leave the building at once - by the nearest exit, unless otherwise indicated by an announcement from an authoritative source.
 - Listen for and follow any instructions from the emergency authoritative sources. (If told not to use a particular evacuation route, it may be because the route has been rendered dangerous or is blocked.)
 - Do not run.
 - Do not use the lifts.
 - Do not use revolving doors or other mechanisms reliant on the power supply. Do not go to the cloak-area or anywhere else off your evacuation route.
 - Do not push. You should expect that others will be using the same evacuation route. Do not linger.
 - Do not return to your workstation for any reason.
 - Do not attempt to remove your car from the parking area of the premises.
- Leave by going directly downstairs and out through the street exit/s - unless your route is found to be blocked or dangerous or has been so indicated by authoritative source/s. If such is the case, use the most direct alternative evacuation route.
- Go directly to your designated emergency assembly point. Take account of directions issued by the manager at the assembly point.
- Report as soon as possible to the manager. (You should be at the assembly point before or with your manager.) Report any visitors evacuated with you to the manager. Report any injuries or casualties at once.
- Keep off the road at the Assembly Point. Spread out as much as possible along the pavement rather than spilling into the road.
- Do not return to the building once you are out. Your managers will let you know when and if it is safe to do so.
- If a safe return to the building cannot be indicated, Business Continuity procedures may need to be activated. Do not leave the assembly point. Await information and / or instructions from your manager.
- Avoid making statements to press / media representatives or passers-by, or which may be overheard by these. If questioned, try to give the impression of being helpful, but say no more than that an emergency situation has occurred and that there should be an official statement from the organisation shortly. Do not be dismissive (e.g. never use 'No comment').

6.6 NEW EMPLOYEES

On joining the Company all new employees will be informed about health safety and welfare issues during their induction.

6.7 VISITORS/CONTRACTORS AND STUDENTS

Responsibility for the safety of visitors, contractors and students ensuring that they are aware of the Company's Health Safety Policy, including the fire evacuation policy, rests with the Manager.

6.8 EMPLOYEE WELL-BEING, WELFARE AND SAFETY

UniHaven Limited is committed to sustaining an engaged and agile workforce. The Company aims to support staff to take more responsibility for their own health and wellbeing so that they can reach their full potential in the workplace and live healthy and balanced lives. This includes mental and physical health, financial, family, and personal growth.

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SECTION 7: FACILITIES

7.1 ENCLOSED WORKPLACE SMOKE-FREE POLICY

Second-hand smoke, also known as Environmental Tobacco Smoke (ETS) or passive smoke is a cause of disease, including lung cancer and heart disease, in third parties. Neither the simple separation of smokers and non-smokers within the same air space, nor the provision of ventilation, can eliminate exposure to second-hand smoke and the consequent health effects of such exposure.

This policy follows the [Public Health \(Tobacco\) Act, 2002 \(Section 47\) Regulations 2003](#).

This policy has been developed to protect all employees, service users, students and visitors from exposure to second-hand smoke, to ensure compliance with legal obligations and to ensure a safe working environment.

It is the policy of the Company that smoking will be strictly prohibited inside and around all company premises (including canteen facilities and bathrooms, etc.) at all times. Employees are forbidden to smoke outside Company premises and shops as this contravenes our smoke free image.

This policy applies to all employees, contractors, students and visitors.

Overall responsibility for policy implementation rests with the manager or other person, for the time being, in charge of the premise. All employees' have an obligation to adhere to and facilitate the implementation of this policy.

The person in charge shall inform all existing employees and contractors of the policy and their role in the implementation and monitoring of the policy. All new and prospective employees and contractors shall be asked to review this policy during their induction.

Infringements by employees will be dealt with, in the first instance, under the Company's disciplinary procedures. Employees, contractors, students and visitors who contravene the law prohibiting smoking in the workplace are also liable to prosecution.

7.2 USE OF COMPANY EQUIPMENT AND STATIONERY

Stationery and other Company equipment must only be used for the purposes of your employment. Any use of stationery or equipment, which is not authorised or relevant to your job, may result in disciplinary action.

Company electronic equipment and devices are critical assets that are intended for business use. Electronic files and communications created, stored, sent, or received through company systems/equipment belong to the company. System users are expected to be responsible, considerate and ethical in using company systems, to protect valuable company information and to exercise prudent judgement. Misuse of company systems may result in restriction or termination of access privileges and other disciplinary action, up to and including termination.

SECTION 8: CODE OF CONDUCT

UniHaven Limited obeys the law and works within all applicable regulations. We are committed to conducting our business honestly and fairly. But we do much more than that. We act ethically and set out to create a respectful responsible culture that is underpinned by our Company Standards.

We strive to meet the highest standards in all our dealings with students and colleagues, and to be open, professional and accountable always.

We are operating in a period of unprecedented change and at a time when our business environment is becoming more highly regulated. In such circumstances, it is crucial that we are all clear about the standards we must apply to our conduct and behaviour.

This Code of Conduct, underpinned by more detailed policies and procedures, is our guide in this regard. It is designed to shape how we interact with each other and with students every day, and to establish the standards we should apply in all our decisions and actions. It is vital that we all familiarise ourselves with its requirements, both in terms of what we should always do and what we should never do.

In addition, managers have a responsibility to lead by example, setting standards for their teams and acting as custodians of our reputation.

It is the responsibility of each individual staff member to adhere to the spirit and the letter of this Code. Failure to follow the Code, or to apply the terms of the associated policies, guidelines, or procedures, will be taken seriously and may lead to disciplinary action, up to and including dismissal. This Code is a summary of the key standards for expected behaviour and conduct that apply to all Company staff. It is not a comprehensive rulebook and simply provides examples of situations which may arise. We are expected to exercise sound judgement, act honestly, fairly and with integrity in all our actions.

8.1 OUR BUSINESS

UniHaven Limited is a commercial organisation with responsibilities to shareholders and other stakeholders. Our criteria for making business decisions are primarily determined by economic risk and reward. Our decisions must also have a clear focus on the long-term future and prosperity of our business, our students, our universities, our environment, and our society as a whole.

In managing our business, we maintain the highest standards of integrity and compliance with all laws, regulations and codes of the jurisdictions in which we operate. We operate to stringent corporate governance and risk management principles, and each business area has established procedures for management, reporting and escalation which must be used appropriately.

We believe in open and fair competition. We do not engage in any form of bribery or collusive anticompetitive discussions or agreements. We do not abuse our position in any of our markets to gain unfair or unethical advantage.

We maintain high standards of physical security and information security to protect our customers, our staff and our shareholders, together with their data and records.

We do not support businesses where we have reason to believe these companies are acting illegally.

We cultivate a culture of accountability and in keeping with our Company Standards, it is expected that each of us demonstrates a sense of personal and collective responsibility for our actions.

Our individual responsibilities include:

- We must always meet legal requirements and regulatory obligations, and adhere to operating

procedures.

- We are alert to indications of fraud, money laundering and other financial crime.
- We report concerns or suspicions and act promptly using the procedures established by the company.
- We comply with the physical security and health and safety rules applying to our business. We ensure all work-related data and information is used appropriately and stored or communicated securely.
- We do not discuss our Company with the media without specific authorisation from the CEO.

8.2 OUR BUSINESS: SOME EXAMPLES OF OUR BUSINESS STANDARDS

8.2.1 Operating controls and procedures

We always comply with operating and control procedures. Should there be a legitimate reason to deviate from these procedures, we must have prior permission from the appropriate senior management. Deviations which do not conform to our legal and regulatory obligations are never permitted.

If we identify a weakness in controls or procedures, we must bring this to the attention of our line manager who is responsible to escalate this to the appropriate level.

We must also report any breach of controls, procedures or processes that come to our attention. This can be done through your manager or by approaching the CEO.

8.2.2 Preventing fraud, money laundering and other financial crimes

We must always be alert to indications of internal and external fraudulent activity, to potential money laundering and to terrorist financing, and must report any concerns or suspicions promptly.

Key requirements include the identification of the student and/or beneficial owner and retention of documentary evidence. In addition, we must obtain information on the nature of the relationship with the student as well as conduct on-going monitoring of that relationship and transactions for any suspicious activity.

8.2.3 Physical security, health and safety

Those of us working in sensitive areas of the Company, such as colleges, universities, or centres, should familiarise ourselves with and comply with the specific rules applying to our location. Strict rules apply for identification and access for all staff and visitors to all Company locations, which must be adhered to.

Concerns about security threats should be escalated to your manager or to the CEO.

8.2.4 Information Management

The relevant Data Protection provisions, including those related to usage, storage and access, must be complied with at all times when managing company information, whether that is business, students or staff-related information. We must never attempt to gain access to information for which we do not have a business/job role requirement.

8.2.5 Discussions with media

We should not discuss Company business with the media unless specifically authorised to do so by the CEO.

8.2.6 Conflicts of Interests

Conflicts of interests arise when there is a difference or clash between the interests of two parties in a transaction. A conflict of interests is the result of any activities, interests or relationships that might interfere with (or appear to interfere with) our ability to act in the best interests of the Company and or its stakeholders. Conflicts of interests can arise between the Company as a business and our stakeholders, between staff and the Company or staff and stakeholders, or between stakeholders.

We never knowingly create a situation which may give rise to a business conflict of interests. We must always take all reasonable steps to identify potential business conflicts of interests and avoid them.

Where a conflict of interests arises, directly or indirectly, we must disclose it to the stakeholder. We may undertake business with or on behalf of such a customer only where the stakeholder has acknowledged (in writing) their awareness of that conflict and their wish to proceed.

Certain Company businesses, which have been identified as requiring the operation of information barriers due to the type of student information they have access to, must ensure the ongoing effectiveness of such arrangements.

In situations where senior management of a business deem that existing conflicts of interest's arrangements may not be sufficient to resolve a conflict situation when dealing with transactions with listed companies, additional inter-and intra-business unit procedures to address those conflicts may be required.

This Code can only provide high level guidance and examples.

8.3 OUR STUDENTS

Our students are the heart of our business. Their interests are central to everything we do. Our job is to provide them with the right products and services at the right time and in the right way.

We strive to treat our students and stakeholders with fairness, respect and understanding at all times. We avoid situations where conflicts of interests may arise or appear to arise between the personal interests of our employees and the interests of our students or of the Company itself. Where a conflict of interests arises, we ensure it is disclosed to the relevant parties and we require written confirmation from them that they are aware of the conflict and still wish to proceed.

We maintain the highest standards of confidentiality in safeguarding information about our students.

Our individual responsibilities include:

- We treat students fairly.
- Authorised representations made on behalf of students are addressed appropriately and professionally.
- We provide professional advice to a student only if appropriately qualified and specifically authorised to do so on behalf of the Company.
- We ask the questions that elicit the student's real needs and fully disclose to them all information relevant to the programme, including all charges.
- We take special care to avoid any situation in which our personal interests may conflict with those of our students or of the Company, and we follow the appropriate procedures in any such cases, including but not exclusively:
 - We declare such an interest, if it arises, to management and take ourselves out of the

- decision-making process, unless otherwise agreed with the student.
- We accept or provide entertainment or gifts only if they are not intended to compromise independent decision making, are small in value and comply with applicable laws and regulations.
- We are actively discouraged, and in certain cases not permitted, to engage in any other business or outside employment or to act as a company officer in a personal capacity in an external commercial company.
- We ensure to contain and control access to confidential data both internally and externally on the basis of appropriate business needs.

8.4 OUR STUDENTS: SOME EXAMPLES OF OUR STUDENTS' STANDARDS

8.4.1 Treating students fairly

We act honestly, fairly and professionally with the best interests of our students in mind. This requires us to act with due skill, care and diligence, and within the boundaries of our limits and authority.

We never mislead our students about any product or service, nor will we ever exert undue pressure or influence on our students.

Student complaints are handled speedily, efficiently and fairly, according to the agreed procedures for our business area.

8.4.2 Dealing with authorised representations

From time to time, agents or individual students within the company may be contacted directly by public representatives in connection with student-related matters. It is important that we deal professionally, promptly and consistently with such contacts.

We must not, in any circumstances, disclose student or other confidential information without the appropriate authority. If there is any doubt as to how to address such contacts, we should refer the matter to our line manager.

8.4.3 Dealing with authorised representations

No one in the Company is permitted to provide professional advice to a student unless qualified and specifically authorised to do so.

8.4.4 Customer-related conflicts of interests

Conflicts of interests must be avoided wherever possible. Where they cannot be avoided, there are clear rules which establish reporting and escalation requirements or explicit permissions or authorisations to proceed. These rules are set out in detail in the Conflicts of Interests policy, which must be read in conjunction with this Code of Conduct.

All actual and potential conflicts of interests must be recorded in the Conflicts of Interests register.

Public representatives may include national or local political or public representatives, or persons carrying representative standing in the community.

8.4.5 Personal conflicts of interests

It is essential to ensure our personal interests do not conflict with the wider interests of the Company or its students. We must never misuse our position in the Company or use information obtained in the course of our employment to further our private interests or those of anyone with whom we have a

relationship. We are required to always inform our line manager about any relationship that may affect our work by creating a conflict or even a perception of a conflict of interests. We must always take ourselves out of the decision-making process where there is an actual or perceived conflict between our own interests (or those of a person with whom we have a relationship) and that of the Company or its students.

As employees, we may not become involved in business or financial transactions with students of the Company or transactions which could be perceived as being in competition with students of the Company. Neither may we avail of any financial opportunities that arise or come to our attention in the course of employment because our personal interests could conflict (or be perceived as conflicting) with those of the Company or its students.

There is a range of activities which are specifically forbidden or limited, or for which prior authorisation is required. These include but are not limited to:

- External employment or business activities
- Company directorships/officer positions (including acting as a shadow director)
- Acceptance or proffering of gifts, benefits, or inducements.
- Political activities/ holding public office.

8.5 OUR STAFF

Our success depends on our people and we strive to provide a stimulating workplace with a culture of openness and teamwork. We believe co-operation is key in maximising employee potential.

UniHaven Limited is an equal opportunity employer. We embrace diversity and oppose all forms of unlawful discrimination. We strive to create a safe working environment and seek to prevent any form of harassment or bullying. We make sure staff are treated with respect, dignity and fairness at all times. In summary, we treat others as we would like to be treated.

We act with integrity and professionalism. We are held to high standards of personal behaviour and conduct, acting responsibly and promoting accountability in all areas of our work. We will always avoid situations which may give rise to conflicts of interests.

Those of us in specific roles must meet defined standards of fitness and probity. Fitness means we must be competent and capable of performing the role and are authorised to carry out the function. Probity means behaving honestly and ethically and being financially sound.

Our individual responsibilities include:

- We treat colleagues with consideration, respect and fairness. We are supportive of management's commitment to prevent bullying and harassment in the workplace.
- We conduct ourselves professionally and responsibly at work, including as regards our appearance, attendance and behaviour.
- We accept our individual responsibility to keep our knowledge and skills up to date to enable us to properly discharge our professional responsibilities.
- We are each responsible to be aware of and comply with our relevant regulatory responsibilities.
- We are always accountable for the decisions we make and the documents we sign.
- We exercise common sense and good judgement when using any Company information and communication systems
- We always seek prior approval as required for activities such as outside business interests or the holding of public office.

- We always conduct our personal financial and tax affairs responsibly so as not to bring ourselves or the Company into disrepute. We report any issues to management.
- We never carry out any banking transactions or the transactions of a student of the company.
- We do not engage in alcohol or drug use that impairs our performance or affects the safety of colleagues and students or the security of the Company.
- We avoid excessive gambling which may lead to serious financial problems which in turn may undermine our fitness to carry out our role.
- We challenge others where we observe a material departure from the Company Standards, and we escalate to our line manager if appropriate or necessary.

8.6 OUR STAFF: SOME EXAMPLES OF OUR STANDARDS

8.6.1 Acting lawfully and ethically

Honesty and integrity are central to our daily work. We must always comply with all applicable legal and regulatory obligations, including statutory codes of conduct and voluntary codes to which the company subscribes.

We are required to inform our line manager if we are arrested or charged with a crime or offence that might impact on our role in the Company. Such offences include fraud, dishonesty, tax offences including aiding and abetting tax evasion, or failure to pay a debt under a court order.

8.6.2 Personal behaviour

We are required to attend work on time, minimise absences from work and maintain a professional image at all times.

At work, we are expected to behave courteously to colleagues and students, and to treat them with consideration and respect. We actively seek to prevent bullying and harassment in the workplace, on the part of employees, students or others. Managers have a specific responsibility to ensure complaints in this area are addressed speedily and fairly

While decisions on recruitment, promotion, training and development, performance appraisal and termination of employment criteria are the responsibility of management, we each play a part in ensuring that all employees are treated equally and fairly.

8.6.3 Personal accountability

In UniHaven Limited we believe it is essential that our employees make decisions, take action and own outcomes. Taking accountability is a key attribute we as employees are expected to demonstrate. Each of us is accountable for any tasks we undertake and decisions we make. We are accountable for any documents we sign, initial or witness, which we must ensure are true and correct to the best of our knowledge. We must never inappropriately alter or falsify information on documents or accept any documents that we know to contain altered or falsified information.

8.6.4 Confidentiality

Confidentiality is essential to our business. We all sign a Declaration of Secrecy/Confidentiality when joining the Company. This declaration continues to apply when we leave the Company. Information should be shared with other staff members only when a business need exists. Under no circumstances should company, student or employee information be shared with unauthorised third parties or recorded on social networking or publicly available media.

Any breaches of confidentiality must be reported immediately.

8.6.5 Use of electronic communication.

We must exercise common sense and good judgement when using the Company's information and communication systems. We may make personal use of these systems where it does not interfere with our job performance or breach any Company policies or standards. We must never use Company communication resources to visit inappropriate sites.

Only those authorised may access Company systems from non-company equipment and only using the full security protocols. Confidential information sent appropriately outside Company by e-mail must be fully encrypted.

The Company reserves the right to monitor, review, analyse and log all aspects of use of these systems.

8.6.6 Personal finances and tax

All of us must conduct our personal financial affairs responsibly so as not to bring ourselves or the company into disrepute. This includes guaranteeing or indemnifying the liability of others.

Should we experience financial difficulty, it is essential to promptly advise your line manager. If a judgement is registered against us or we are declared bankrupt (or there is a possibility of this happening), we must immediately inform our line manager.

We must all act diligently to ensure that our personal tax affairs are conducted strictly in accordance with the law. We must exercise judgement if entering into any tax planning arrangement to ensure this will not bring discredit on ourselves or the Company.

8.6.7 Alcohol, drugs, gambling

Unacceptable behaviour or impaired performance arising from alcohol or substance abuse is a serious matter and may result in disciplinary action. Similarly, excessive gambling may lead to serious financial problems which may make us unfit for work in certain roles. It is essential to ensure performance, safety, security and confidentiality are not compromised by any such behaviour.

8.7 CORPORATE SOCIAL RESPONSIBILITY

UniHaven Limited is committed to being a socially responsible organisation. This means doing the right things in the right way in our daily interactions with students, employees and the communities we serve, while taking into account the wider social and environmental impacts of our decisions and actions.

8.8 PROFESSIONAL CONDUCT AND APPEARANCE POLICY

8.8.1 Purpose

The purpose of the organisation's professional conduct and appearance policy is to set out standards for dealing with students and each other, accompanied by good professional grooming at all times.

8.8.2 Scope

This policy is applicable to all staff in the organisation.

8.8.3 Policy

The organisation has a clear expectation that for the duration of an employee's employment with the organisation, they will not engage in any activity that might compromise its reputation. Each employee is expected to deal with all students and fellow employees in a courteous and professional manner at all times.

8.8.4 Dress Code

UniHaven Limited believe that work attire should reflect an efficient, orderly and professional organisation. This policy is intended to define appropriate "business attire" during normal business.

Definition of Business Attire:

All front-line staff must always wear clothing that is clean, neat and freshly pressed/ironed.

General professional appearance guidelines:

- Hair should be neat and tidy. Non-traditional hair colours are not permitted.
- Male employees should be clean shaven. Sideburns, moustaches and beards should be neatly trimmed.
- Regular use of a deodorant is recommended.
- Appropriate standards of oral hygiene should be observed before commencement of work and after breaks. Further information on the health benefits of good oral hygiene can be found at www.dentist.ie.
- Other than for the wearing of traditional earrings, visible piercings or studs are not acceptable during work hours.
- Tattoos should be covered while at work.
- Jewellery should be kept to a minimum and should be appropriate to business attire.
- Where make-up is worn, it should not be to excess.
- Footwear should be clean, polished and well maintained.
- Managers have a responsibility to ensure that dress standards are met. When standards are not followed, and a staff member does not observe the accepted standard of dress, the manager should remind them of the acceptable standard of dress and personal appearance and why it exists.
- Management has the right to review the above as necessary.

8.9 UNIHAVEN LIMITED INFORMATION SECURITY SUMMARY POLICY

UniHaven Limited is committed to protecting information and information systems from unauthorised access, use, disclosure, disruption, modification, or destruction. The company's Information Security policy along with the Information Security Procedures document aims to formalise and document the processes within the Company for information security management.

Information security, within the company, is principally concerned with ensuring that:

- Information will be protected against unauthorised access. Employee authority to access information will be limited to the information that they need to fulfil their roles & responsibilities. Employees do not have authority to access information outside of their roles, even should such information be available.
- Integrity and confidentiality of information will be maintained. All inbound or outbound emails that contain sensitive data must be password protected.
- Internet and external email use is provided primarily for business purposes and its use will be monitored.
- Information Security regulatory and legislative requirements will be met.
- Business continuity plans will be produced, maintained and tested for all areas of the business.
- A clear desk policy will be maintained. All confidential and restricted information will be securely locked away at the end of each day.
- Information security training will be available to all employees.
- Business requirements for the availability of information and information systems will be met.
- Only spokespersons approved by UniHaven Limited Senior Management may make statements to the media on behalf of the company.

- Staff identity badges and visitor badges are worn visibly at all times inside the UniHaven Limited buildings.
- All breaches of information security, actual or suspected, will be reported to and investigated by the CEO. Any investigation that shows that a breach of confidentiality has occurred will result in disciplinary action.

Other security policy documents are developed for specific functions such as internet use; use of email; use of UniHaven Limited hardware, software and network functions etc.

8.9.1 Responsibilities

Overall responsibility for managing the information security policy will be performed by the CEO. This includes direct responsibility for maintaining the policy and providing advice and guidance on its implementation. All managers and agents are directly responsible for implementing the policy within their business areas and for adherence by their staff.

It is the responsibility of each employee to adhere to the policy and be familiar with the Information Security Procedures document and to inform management of known breaches of the policy. Failure to do so will be deemed misconduct and could result in disciplinary action up to and including dismissal for cases of gross misconduct. Your attention is drawn to specific breaches of the policy which will result in disciplinary action and these are identified in the procedures.

- Use of UniHaven Limited Facilities
- Voicemail
- USB Keys / Memory Sticks
- Removable Disks
- Remote Access Compliance
- Internet and Email Policy
- Password Management
- Software Compliance

8.9.2 Approval

The CEO ensures that s/he approves the security policies for Company use.

In addition, material changes to the Information Security Policy are Board approved on an annual basis.

8.9.3 Support documentation

The Information Security Policy is supported by a number of more detailed policy and procedures addressing specific risks which are attached below.

8.10 INFORMATION SECURITY SUPPORT POLICIES

8.10.1 Building Access Control

It is important that only authorised persons gain access to controlled areas within premises that UniHaven Limited own or rent and that such entry is recorded both from a security and health and safety perspective. To do otherwise could put at risk:

- the personal safety of individuals (especially in times of emergency),
- the property we own, (personal as well as company), and
- the information we hold and use (e.g., unauthorised disclosure, theft, denial of use of systems etc).

8.10.2 Visitor Controls

Visitors are defined as people who are not an UniHaven Limited employee. Agents, temporary

personnel and contractors must be treated as if they are visitors with regard to being granted access to premises either owned or rented by UniHaven Limited.

Personnel hosting the visitor(s) must:

- Collect / return your visitor(s) from / to the Security / reception desk.
- Escort the visitor(s) at all times whilst on UniHaven Limited premises.
- In the case of a building evacuation, look after the personal safety of your visitor(s) and account for the visitor(s) to your manager (listed in each department).

Under no circumstances is anybody from outside of UniHaven Limited allowed to connect their PC\Laptop to the UniHaven Limited's network. Any third parties requiring access will be provided with necessary UniHaven Limited configured IT systems. No visitor should connect or upload/download documents to Company IT systems without the approval of the CEO.

A breach of this control will be deemed misconduct and could result in disciplinary action up to and including dismissal for cases of gross misconduct.

8.10.3 Use of UniHaven Limited Facilities

Facilities such as PCs and email are to be used for UniHaven Limited related business purposes. While reasonable personal use is permitted, you must bear in mind that such use is monitored, and privacy is NOT guaranteed. Assets in this category include, but are not restricted to, the following:

- Email systems — both internal and external (Internet) email.
- Computer systems (hardware and software).
- Photocopiers.
- Fax.
- Phones.
- Personal Digital Assistants (PDAs).

Effective communication requires that facilities remain available for legitimate business use. Unauthorised personal uses of these facilities will not only incur unnecessary costs, could also lead to denial of business access to such services, may be deemed misconduct and could result in disciplinary action up to and including dismissal for cases of gross misconduct.

8.10.4 Clean Desk Guideline

Before leaving your place of work for the day you should ensure that your work area (i.e. work surfaces) is cleared of all papers, files and media, and that all Confidential and Restricted information is secured.

You should

- Remove all papers, folders, reference material and electronic media (e.g. diskettes, tapes etc.) from the top of your work area and place them in provided storage facilities (e.g. desk drawers and filing cabinets)
- Ensure that all sensitive information is locked away when not required for immediate use.
- Log off and power off PC's when you are leaving for the day.
- PC screen saver with password protection MUST be used where available.
- Ensure that other company assets (e.g. laptop PC's, mobile phones etc.) are securely locked away.
- Any paper documents for disposal and which might be confidential or carry personal student information should be disposed of in the confidential bins provided for paper. (The contents of all such bins are shredded).

At all times, and particularly outside normal working hours, it is essential that UniHaven Limited protect its information and that of its students and third parties from unauthorised disclosure and theft. This also applies to safeguarding against theft of company property.

An untidy work area poses potential risks to the health and safety. It is also a fire hazard and hinders cleaning of office areas.

Failure to comply with these procedures could harm UniHaven Limited's reputation and may damage our ability to retain and build our business.

8.11 EQUIPMENT SECURITY

8.11.1 Voicemail

Voicemail, like e-mail, is subject to monitoring by UniHaven Limited at any time, with or without prior notification. Authorised UniHaven Limited personnel may review any messages sent or received via the UniHaven Limited voice-mail system, whether of a business or personal nature, at any time. Any information contained in voice-mail messages may be used and revealed to the appropriate authorities, both inside and outside UniHaven Limited, to document employee misconduct or criminal activity.

You Must Not:

- Leave abusive, threatening, or inappropriate voicemails on either internal or external voicemail systems
- Leave a voicemail greeting which may be perceived as being offensive by people both within UniHaven Limited and those outside the company.

A breach of this policy will be deemed misconduct and could result in disciplinary action up to and including dismissal for cases of gross misconduct.

8.11.2 Mobile Phones

Be considerate of others when using your mobile phone in the office. Please

- Speak quietly at all times.
- Ensure the phone is switched to silent when in the office
- Do not answer the phone when attending meetings. Switch it off or divert calls to voicemail before the meeting begins.
- If the device is lockable with a pin number, use it. Also do not make the pin number something easy to crack (for example: 1 2 3 4).

You should Not:

- Use your phone camera in the office.
- Leave your phone unattended.
- Use your mobile phone when driving a car. This is illegal & dangerous both to you and those around you. If you have an emergency and need to use the phone, pull off the road, stop your vehicle, and if necessary, put your hazard lights on, and then make your call.

8.11.3 USB Keys / Memory Sticks / Removable Disks

These devices are very convenient for transferring data and files from one computer to another. They can store large amounts of data and files. They are also a prime source of virus infections and other malware which are programmed to run automatically as soon as they are connected to a computer.

NEVER connect these devices to an UniHaven Limited PC — even just for battery charging purposes -

unless prior approval has been received from your line manager. This will normally involve a scan of the device. Once the device has been used on a non- UniHaven Limited PC, the approval lapses and the process must be repeated.

You must not plug iPods or MP3 players into the USB port of an UniHaven Limited PC. You may think that you will only charge the batteries but once you connect them to an UniHaven Limited PC you may unwittingly upload a virus or other malware. This poses a serious threat to the integrity of the UniHaven Limited network and therefore any transgression will be treated as a serious breach of policy and will be dealt with accordingly. A breach of this policy will be deemed misconduct and could result in disciplinary action up to and including dismissal for cases of gross misconduct.

8.11.4 Use of Radio on UniHaven Limited premises

The Copyright Act, 1963 specifies that music cannot be publicly performed without the permission of the owners of the copyright. The courts in Ireland have deemed places of work to be public places. Therefore, playing music from a personal radio on UniHaven Limited premises (owned or rented) — unless confined to earphones — is an infringement of the copyright law and is regarded as a criminal offence. Personal radios must not be used on UniHaven Limited premises (owned or rented).

Clarification: Listening to radio broadcasts such as budget reports, election results etc. is not in breach of the law. But if music is being played for the benefit of staff and/or others, then it is regarded as a criminal offence. A breach of this policy will be deemed misconduct and could result in disciplinary action up to and including dismissal for cases of gross misconduct.

8.11.5 Personal care electrical appliances

Any portable appliance such as a hair curler/straightener or a toothbrush charger, etc should be approved before being used in any UniHaven Limited premises (owned or rented).

8.11.6 Sending and Receiving Faxes

When sending and receiving faxes, in or outside of the office, please follow these simple guidelines:

- All faxes should be sent with our standard cover sheet containing the confidentiality clause.
- Ensure that the correct fax number is dialled.
- Consider who may read the fax on receipt.
- Fax the document yourself, watch the whole transmission and wait for the transmission record (if available).
- Be aware that the telephone number you send to may be recorded by the recipient.
- Keep the original fax and transmission record.
- Be aware of the value of the information contained in the fax document. Agree a time with the sender of a fax and wait by the fax machine for receipt of the fax. If it has to be re-transmitted due to failure keep all copies. If necessary, wait until back at an UniHaven Limited office before disposing of unwanted pages.
- Check the location of the receiving fax machine; is it in an open area (e.g. general office, open plan environment).

It is essential that UniHaven Limited protect its information and that of third parties from unauthorised disclosure and theft. Failure to comply with this notice could harm the reputation of UniHaven Limited and may damage our ability to retain and build our business.

8.12 REMOTE ACCESS SECURITY POLICY

8.12.1 Scope

This policy and procedures required to minimise the security risks associated with staff use of

UniHaven Limited remote access devices. It also covers the use of personal laptops and desktop PCs used for the purpose of remotely connecting to UniHaven Limited systems.

Remote Access Devices are defined as any device that allows inside access to the UniHaven Limited Computer Network from a remote location using the public Internet. Such devices include UniHaven Limited Laptops/Desktop PC's or non UniHaven Limited Laptops/Desktop PCs. UniHaven Limited policy is to prevent unauthorised access to our network.

This policy applies to the following:

- Laptop computers owned by UniHaven Limited.
- Personal laptop/computers authorised for remote access to UniHaven Limited systems;
- Desktop computers issued by UniHaven Limited for the purpose of remote access; and
- Desktop computers issued by UniHaven Limited for the purpose of teleworking.

The policy applies to all UniHaven Limited Staff using both laptops owned by the UniHaven Limited and remote access enabled devices which are personally owned by UniHaven Limited personnel and authorised for access to UniHaven Limited systems.

User Responsibilities:

- Defines the policy statements to which the user must agree in order to be issued with an UniHaven Limited laptop.

IT Responsibilities:

- Defines the steps taken by IT to protect the company's asset — both physical and information — as well as restricting access to inappropriate material.

Peripheral devices are prohibited from connection to laptops and desktop PCs unless explicit approval has been received from your line manager.

8.12.2 Objectives

To protect the company's property and information assets.

To ensure that the UniHaven Limited staff member issued with a laptop assumes an appropriate level of responsibility of UniHaven Limited Property. Remote access enabled users must also ensure that their home laptops, desktop PCs etc. are appropriately secured.

To ensure laptop computers are maintained in a secure environment to minimise the threat level of loss or theft of the device itself and any sensitive information.

To ensure compliance with legal obligations, with data protection act, copyright, etc.

8.12.3 Remote Access Security Risks

There are a number of security risks associated with remote access, these include:

Confidentiality — This is concerned with the prevention of unauthorised access.

Integrity — Deals with the accuracy of data and prevents illicit modification. **Availability** — Ensures that data is backed up and available on demand.

There also exists the prevalent risk of theft of the portable device itself. For this reason, remote access tokens must be stored separately from the portable devices.

8.12.4 Remote Access Compliance

It is the responsibility of each remote access device user to adhere to this policy and to inform management of known breaches of the policy. Failure to do so will be deemed misconduct and could result in disciplinary action up to and including dismissal for cases of gross misconduct.

Where laptop / desktop PCs are provided with remote access to UniHaven Limited systems it is the user's responsibility to ensure that no data is copied between the shared drive and the local hard disk of the remote device. End users must operate from the network share drive only.

8.12.5 Stakeholders Responsibilities

The following are the key stakeholder responsibilities:

Senior Management

Senior line management must authorise the issue of all UniHaven Limited laptops. The purchase and issue of such laptop computers will only occur where a strong business case is made and approved for each individual case.

A log of all laptops and remote access devices must be maintained and monitored by the Company. A review of these remote access devices is required at least annually.

Employee Responsibilities

UniHaven Limited laptop usage is restricted to business purposes only. The information stored on the remote access device must be suitably protected at all times.

Where remote access devices are used to store or process sensitive information, they must be equipped with appropriate safeguards to maintain adequate security. These measures must include backup procedures and appropriate encryption/ password protection.

UniHaven Limited laptops, remote access devices must not be used to access the Internet except when authorised and through the UniHaven Limited firewall.

Health and Safety

Users of remote access devices must accept the fact that the company will not be liable for any health and safety issues pertaining to keyboard and display limitations on personally owned IT equipment.

Responsibility for Physical & Technical Security

Users must be aware of and accept the terms and conditions of use, including responsibility for the security of information held on such devices. Where personal laptops have been approved for remote access to UniHaven Limited systems, it remains the user's responsibility to ensure that up to date Anti-Virus / Anti Spyware software is in place. UniHaven Limited reserves the right to perform IT health checks on remote access devices and withdraw access where security is deemed to be inadequate.

Laptops issued to UniHaven Limited Staff members remain the property of the UniHaven Limited. When a laptop is issued to a staff member, the staff member assumes temporary custody of the laptop.

Should a staff member no longer require access to the laptop for a prolonged period of time (e.g. annual leave) they are advised to return the laptop to UniHaven Limited for secure storage.

Upon leaving the employment of the UniHaven Limited, the staff member must return the remote access device (where owned by UniHaven Limited), including any secure access tokens and/or peripheral devices, to the Company. This releases the staff member from the custody of the remote access device.

Travelling with UniHaven Limited Laptops

Persons who are using remote access enabled laptops and who travel for business purposes must be conscious of the information security issues relating to the laptop and implement the appropriate safeguards. At a minimum:

- The laptop must not be left unattended in a public place.
- When travelling the laptop must always be carried as hand luggage if so, permitted by the airline etc.
- The laptop must not be left unattended when powered on, except where the screen is 'locked' by password protection.
- Always enable power on password to provide an additional security control.

Backing up of Data

All high priority data should be saved to the user's remote desktop / document storage folder.

User authentication

Appropriate passwords and logon IDs are currently one of the principal means of validating a user's authority to access a computer system. Appropriate password protection is to be used as defined by this policy.

For those users in possession of an UniHaven Limited laptop if you think that your encryption password has become known to anyone outside the UniHaven Limited, you are required to inform your manager immediately.

8.12.6 Ownership of Laptops

UniHaven Limited laptops, associated peripherals and software are the property of UniHaven Limited and must be treated as such at all times by the custodian.

UniHaven Limited laptops must be returned for periodic inspection when requested by the Company. UniHaven Limited also reserves the right to perform IT health checks on personal laptops and desktop PCs which are used to connect to the UniHaven Limited network.

Use of the equipment must at all times comply with these policies.

Use of Non UniHaven Limited Laptops computers

- The use of laptops not issued by the UniHaven Limited for business purposes, including remote access, is only permitted where explicit authorisation has been received from your line manager.
- UniHaven Limited is responsible for implementing the remote access capability.
- The use of personal laptops not authorised by UniHaven Limited to connect to the UniHaven Limited network is also strictly prohibited.

8.12.7 Incident Notification

- It is the responsibility of each employee to adhere to the policy and to inform management of known breaches of the Policy. Failure to do so will be deemed misconduct and may result in an appropriate sanction under the disciplinary procedure.
- Loss or damage of a laptop must be reported to Management.
- Where UniHaven Limited laptops require maintenance / repair, the Company must be contacted directly. In circumstances where personal laptops / remote access devices require maintenance you must first confirm that no UniHaven Limited sensitive data resides on the

device before submitting it to any 3rd parties.

8.12.8 Remote Access for Third Parties

The UniHaven Limited policy for granting remote access to the UniHaven Limited IT Network to Third Parties is as follows:

Third Parties will only be allowed access to the UniHaven Limited Network under exceptional circumstances. The Third Party must apply for approval to the CEO.

A formal review of the Security Measures Imposed by the Third Party will be carried out by UniHaven Limited to ensure UniHaven Limited security standards are met in the areas of:

- Physical and Network security.
- Access and Administrative controls.
- Written Information Security Policy to cover controls.
- and the Company to regulate controls.

Approved access will be implemented by IT in a secure manner with access restricted tools. Third Party Access will be reviewed by Information Security on a regular periodic basis.

8.13 INTELLECTUAL PROPERTY

The Company is committed to a high level of legal and ethical standards in the conduct of our business. It is the policy of the Company to compete fairly in the marketplace. This commitment to fairness includes respecting the intellectual property rights of our staff, students, suppliers, business partners, competitors, and others, including original equipment manufacturers and other independent service organisations. No Company employee, independent contractor, or agent should steal or misuse the intellectual property rights owned or maintained by another.

The purpose of this Policy is to help maintain the Company's reputation as a fair competitor, ensure the integrity of the competitive marketplace in intellectual property, and comply with the laws regulating intellectual property and industrial espionage.

This Policy applies to all employees, independent contractors, agents, officers, and directors of the Company, its subsidiaries, business units, partnerships, and joint ventures where the Company has a majority ownership position or exercises management control.

8.13.1 The Company's Intellectual Property Intellectual Property and Proprietary Rights

"IPR" means all intellectual property rights including patents (including utility models and inventions), trade marks (including service marks, trade names and business names), design rights, copyright and related rights (including rights in respect of software), internet designations (including domain names), topography rights (including rights in respect of mask works and semiconductors), moral rights and database rights, (whether or not any of these is registered and including any application for registration of any such rights), know-how, confidential information and trade secrets for the full term of such rights and including any extension to or renewal of the terms of such rights and all rights or forms of protection of a similar nature or having similar effect to any of these which may exist anywhere in the world.

8.13.2 Discovery

Any discovery or invention or secret process or improvement in procedure or other IPR made, developed or discovered by you in whole or in part (whether or not in conjunction with any other person or persons), during the course of your employment with the Company, whether or not during normal working hours and using the company's premises or resources, and all documents and

materials embodying, recording or relating to it (“Relevant IPR”), shall forthwith be disclosed to the Company and shall automatically belong to and be the absolute property of the Company or other person, persons or company as the Company may nominate for the purpose to the fullest extent permitted by law.

8.13.3 Relevant IPR

To the extent that any Relevant IPR does not vest in the Company automatically pursuant to Clause [7.13.1.1] then, to the fullest extent permitted by law, you:

8.13.3.1 Agree and Assign

Hereby assign and agree to assign by way of future assignment to the Company all such Relevant IPR and any related rights and powers; and

8.13.3.2 Hold on Trust

Hereby agree to hold on trust for the benefit of the Company all such Relevant IPR until such time as they are assigned to the Company pursuant to Clause [7.3.1].

8.13.4 You agree:

8.13.5 Written Details

To give the Company full written details of all Relevant IPR immediately upon their creation.

8.13.6 Termination of Employment

at the Company’s request and in any event on the termination of your employment with the Company, to give to the Company all originals and copies of all documents and materials, howsoever created, compiled or stored, which embody, record or relate to any of the Relevant IPR.

8.13.7 Not to Attempt to Register any Relevant IPR

not to attempt to register any Relevant IPR nor patent any Relevant IPR anywhere in the world unless requested to do so in writing by the Company; and

8.13.8 To keep Confidential

To keep confidential the details of all Relevant IPR unless the Company has consented in writing to their disclosure by you.

8.13.9 To the Extent Permitted under the Applicable Laws.

To the extent permitted under the applicable laws, you waive all present and future moral rights and all equivalent or similar rights that may arise under the applicable legislation and in any other jurisdictions relating to any copyright works which forms part of the Relevant IPR now or in the future, and you agree not to support, maintain, or permit any claim for infringement of any such moral rights or any equivalent or similar rights.

8.13.10 Remuneration or Compensation

You acknowledge that no further remuneration or compensation other than that provided for in this Agreement is or may become due to you in respect of your compliance with this Clause. This Clause is without prejudice to your rights under applicable legislation.

8.13.11 Undertake to Execute all Documents

You undertake to execute all documents and do all acts both during and after your employment by the Company as may, in the opinion of the Board, be necessary or desirable to vest the Relevant IPR in the Company or other person, persons or company as the Company may nominate, to register them in the name of the Company or other person, persons or company as the Company may nominate and to

protect and maintain the Relevant IPR. Such documents may, at the Company's request, include future assignments of Relevant IPR and waivers of all and any statutory moral rights or any equivalent or similar rights relating to any copyright works which form part of the Relevant IPR. The Company agrees to reimburse your reasonable expenses of complying with this Clause [7.13.5].

8.13.12 Give all Necessary Assistance to the Company

You agree to give all necessary assistance to the Company to enable it to enforce its IPR against third parties, to defend claims for infringement of third-party IPR and to apply for registration of IPR, where appropriate throughout the world, and for the full term of those rights.

8.13.12.1 Irrevocably Appoint the Company to be your Attorney in your Name and on your Behalf

You hereby irrevocably appoint the Company to be your attorney in your name and on your behalf to execute and do any such instruments or things and generally to use your name for the purpose of giving to the Company or its nominees the full benefit of this Clause [7.13.8]. A certificate in writing signed by an executive or a director of the Company that any instrument or act falls within the authority conferred in this Clause [7.13.8] will be conclusive evidence that such is the case in favour of a third party.

8.13.13 Intellectual Property of Others

The Company also is committed to respecting the intellectual property of others. The rules with respect to intellectual property, including misappropriation of business information and trade secrets (e.g., computer systems, software, and related knowhow) and infringement of patents, trademarks and service marks, trade dress, and copyrights, are complex, so you should seek expert advice from the Company's attorneys to address specific issues that arise with respect to our business. In many instances the Company's solicitors can perform searches for pre-existing patents, trademarks or service marks, or copyrights and help you avoid infringing conduct. Company solicitors also can evaluate business information to help you avoid infringing conduct.

While collecting data on the Company's competitors, you are to use legal, ethical resources to prevent the tainting of Company operations with the improper introduction of the proprietary information of third parties. Substantial civil and criminal penalties may be levied against you and the Company for misappropriation of trade secrets that are avoidable through compliance with the Company's policies and consultation with the Company's attorneys.

It is not improper to accumulate information concerning competitors, and it is generally not unethical or illegal to make use of the information as part of our business. Indeed, the Company or any other business could hardly go on without being able to use information it has developed regarding its competitors in order to analyse the marketplace and make informed business decisions. But care must be taken by all Company employees, independent contractors, and agents to utilize only legitimate resources to collect information concerning competitors and to avoid those actions which are illegal, unethical, or which could cause embarrassment to the Company. When a situation is unclear, employees, independent contractors, and agents should consult with Company management. Company management may in its discretion wish to further consult with the Company's solicitors.

Company employees, independent contractors, and agents having confidential information from a former employer may be bound by a nondisclosure obligation to the former employer. The Company expects employees, independent contractors, and agents to fulfil this obligation. Company employees, independent contractors, and agents should refrain from giving their fellow employees, independent contractors, or agents or from using in the Company's business any confidential information belonging to any former employers. The Company does expect its employees, independent contractors, and agents to use all information, which is generally known and used by persons of their training and

experience and all information, which is generally known in the industry.

8.13.14 Illustrative Examples

The following are examples of the types of activities that might constitute a violation of the laws protecting intellectual property or the Company's policies. If you encounter a similar situation, you are encouraged to contact Company management for assistance.

8.13.15 Copyright Infringement

- Installing computer software on more than one computer system without a proper license.
- Making or maintaining additional copies of computer software, including providing such copies to students, without a proper license.
- Copying a third-party's documentation without permission.
- Downloading information from a subscription database without permission.

8.13.16 Trademark, Patent, or Trade Dress Infringement

- Adopting or using a slogan, name, or symbol for goods or services that is confusingly similar to a slogan, name, or symbol used by another.
- Making or using a process, product, or device that incorporates patented ideas or features belonging to another.
- Failing to act upon notice or information that the Company may be infringing a patent belonging to another.
- Using an overall look or design that is confusingly similar to the overall look or design of another's product or service and causing confusion in the minds of consumers as to who is the source of the product or service.

8.13.17 Trade Secret Infringement

- Disclosing to others any information received in confidence from or protected from disclosure by a supplier, contractor, customer, or other third party.
- Stealing, soliciting, or using the trade-secret information of another without written permission from the owner of the information.

DO NOT DIRECTLY OR INDIRECTLY SOLICIT, OBTAIN, OR USE TRADE-SECRET INFORMATION BELONGING TO OTHERS FROM JOB APPLICANTS, NEW OR EXISTING COMPANY EMPLOYEES, INDEPENDENT CONTRACTORS, OR AGENTS, ORIGINAL EQUIPMENT MANUFACTURERS, SUPPLIERS, VENDORS, STUDENTS, OR OTHER THIRD PARTIES. IF YOU BECOME AWARE THAT ANY COMPANY EMPLOYEE, INDEPENDENT CONTRACTOR, OR AGENT MAY BE USING OR DISCUSSING TRADE SECRETS OF HIS OR HER FORMER EMPLOYER OR ANOTHER THIRD PARTY IN HIS OR HER WORK FOR THE COMPANY, YOU MUST CONSULT WITH COMPANY MANAGEMENT IMMEDIATELY.

8.13.18 Company Trade Secrets

- Company officers, directors, employees, independent contractors, and agents should not disclose Company proprietary or confidential information to third parties with whom the Company is doing business, such as suppliers, licensees, or consultants, except as specifically needed for the third party to perform the services or task requested. Such third parties should be provided information only on a "need to know" basis to allow them to perform the specific services or task requested. All disclosure of Company proprietary or confidential information may be made only after a confidentiality agreement has been entered into with the third party.

SECTION 9: PUBLIC HEALTH EMERGENCIES

RETURN TO WORK & RESPONSES PLANS

9.1 INTRODUCON

This plan is designed to help UniHaven Limited minimize the risk that PUBLIC HEALTH EMERGENCIES pose to the health and safety of our employees, the stability of business operations, and the financial performance in the weeks and months following any alert. It is intended to provide the basic information required in preparing a continuity plan to mitigate the potential effects of PUBLIC HEALTH EMERGENCIES in our company.

In developing our plan, we are aware that there is no way to predict what may happen in the weeks and months after a PUBLIC HEALTH EMERGENCIES is declared. Therefore, our plan includes, in as far as possible, all the information currently available, and includes the World Health Organisation's advice that PUBLIC HEALTH EMERGENCIES are an immediate and very real risk to human health for the foreseeable future until vaccines or other measures are developed.

As with any risk that threatens the viability of our company's business operations, continuity planning is critical. In addition to the threat to human health, the economic impacts of Public Health Emergencies including absenteeism in the workplace, or the possible impacts to supply-chain links in addition to travel disruptions may be significant and widespread for the foreseeable future of the emergency.

UniHaven Limited will take immediate steps to develop continuity plans that protect employees and to minimize possible disruptions to our customers, our local communities, and the economy. We are aware that while our decisions and actions cannot stop Public Health Emergency, however proper preparation may reduce its impact on our employees, our customers, our local communities, and the economy.

This plan provides need-to-know information from the Health Service Executive, HSE site <https://www2.hse.ie/coronavirus/> (for Pandemics. *Please use this link as the foundation to develop your understanding of Public Health Emergencies*). The Health Service Executive have many links with information, and we would ask all employees to inform themselves by utilize these links. In addition to these links, the Health and Safety Authority's site <https://www.hsa.ie/eng/topics/covid-19/> (*As an example provides information to assist our understanding of the impact of Public Health Emergencies in the workplace*) links is also available to everyone. We would ask all employees to use these resources and familiarise themselves with this information, which demonstrates the need for individual responsibilities during PUBLIC HEALTH EMERGENCIES.

9.2 SCOPE OF THE PLAN

This Return to Work & Response Plan covers all employees of UniHaven Limited.

9.3 COMMUNICATION

Strong communication and a shared collaborative approach are essential for our company to protect each other, against the spread of viruses in the workplace when a Public Health Emergency is declared. In providing these links to the HSE and HSA websites, the company promotes open communications with our employees, to include up to date information essential in preventing the spread of viruses in the workplace. This is essential so that we can respond to the planned removal of restrictions if imposed by the Irish Government in the interest of public health due to any potential threats to Public Health.

9.4 Responding and Adapting to Challenges

As with any emergency we will do our utmost to adapt and learn from the reality of PUBLIC HEALTH EMERGENCIES.

UniHaven Limited will work with our employees as we seek to ensure their ongoing Health and Safety in

work, in line with Public Health guidance. Therefore, protocols may be supplemented by further guidance in line with changes advised by the HSE.

9.5 Workplace Engagement

In line with the guidelines from the HSE, it may be necessary to implement controls required to comply with prevention measures in this plan. Therefore, we will communicate and explain all measures introduced in our company to all our employees and visitors to our company. In addition, we will appoint an employee (*or additional appointments*) representative as required, who will assist with the implementation of measures and monitor adherence to the measures in order to prevent escalation of the crisis. The appointment of these representatives will be communicated to all employees and training needs will be provided by the company to these representatives.

9.6 Symptoms of Viruses (e.g.: COVID 19)

Infection from a virus that causes an illness can be identified by symptoms ranging from mild to severe, and in some cases, may be fatal. It may take anything from 2 days up to 14 days for symptoms of a virus to appear. However, they can be similar to the symptoms of cold's and flu.

Common symptoms of a virus include:

- A fever (high temperature – 38 degrees Celsius or above).
- A cough – this can be any kind of cough, not just a dry cough.
- Shortness of breath or breathing difficulties.

(For the complete list of symptoms, please refer to the HSE Website)

It is important to remember some people infected with viruses experience no symptoms at all and are called asymptomatic cases. *(It is extremely important that social distance is maintained at all times and this will be outlined later in the plan)*

9.7 Information on how a Virus can be transmitted in our Workplace

The virus that causes a PUBLIC HEALTH EMERGENCY is spread by infected people through fluid and droplets dispersed from the nose or mouth when the person with the Virus coughs, sneezes or speaks. The fluid or droplets land on objects and surfaces around the infected person. Colleagues will contaminate their hands by touching these objects or surfaces and then bring the virus into contact with their eyes, nose, or mouth by touching them with their contaminated hands. Viruses can also spread if droplets from an infected person lands directly on the mucous membranes of the eye, nose or mouth of a person standing close to them.

It is still not known how long a virus may survive on surfaces in different conditions. The period of survival may vary under different conditions (e.g., type of surface, temperature, or humidity of the environment). Studies indicate that a virus can persist on surfaces for hours and up to several days in the absence of effective cleaning. Therefore, thorough and regular cleaning of frequently touched surfaces is essential. If disinfection is required it must be performed in addition to cleaning, never as a substitute for cleaning.

While people are most likely to pass on the infection when they have symptoms, current information suggests that some infected people spread a virus to others prior to developing or displaying symptoms themselves.

At our discretion, or at the direction of outside authorities, we may require the isolation and quarantining of any employees showing symptoms of infection to our designated isolation room so that our emergency plans can be implemented safely.

UniHaven Limited would ask all our employees to familiar themselves with this information and remember the ways in which they as individuals are responsible for their behaviour.

9.8 Returning to Work and our Public Health Emergency Response Plan

UniHaven Limited as an employer will follow the guidelines as advised and will:

- Review and update our health and safety statement as required.
- If risks are identified associated with work activities due to any public health emergency, changes will be made as required.
- Develop a plan which will provide guidelines on how to respond if a suspected public health emergency is reported to our company.

9.9 Identification and Isolation - Viruses

In line with HSE guidelines when a colleague reports they may have contracted a virus, there is a requirement for them to isolate themselves immediately. This is a crucial step in protecting our colleagues, students and suppliers and we will:

- Keep a log of contact / group work to facilitate contact tracing.
- Inform our employees, students and suppliers as required as to the purpose of the log.
- Display information on signs and symptoms of the Virus.
- Provide up to date information on Public Health advice issued by the HSE and Gov.ie.
- Provide instruction for employees to follow if they should develop signs and symptoms of a Virus during work.

Under the HSE guidelines employees are required to:

- Make themselves aware of the signs and symptoms of a Virus and monitor their own wellbeing.
- Self-isolate at home before coming into work and contact their GP or the GP out of hour's services for their area promptly for further advice if they display any signs or symptoms. Report to their line managers immediately if any symptoms develop while at work.

Employee must report to their Manager immediately if they experience any symptoms associated with a virus while at work.

9.10 Measures to Minimise Risks to Colleagues

Before returning to work, the following pre-return to work steps should be put in place and completed by both UniHaven Limited and our employee.

UniHaven Limited will:

- Issue a pre-return-to-work form for employees to complete at least 3 days in advance of the return to work. This form will seek confirmation that our employee, to the best of their knowledge, have no symptoms of a Virus and also confirm that our employee is not self-isolating or awaiting the results of a Virus test.
- It is necessary to include the following questions on this form. If an employee answers Yes to any of them, they are advised to follow the medical advice they receive or seek medical advice before returning to work:
 - You have symptoms of cough, fever, high temperature, sore throat, runny nose, breathlessness, or flu like symptoms now, or in the past 14 days? Yes/No
 - Have you been diagnosed with a confirmed virus infection or of having a suspected Virus infection in the last 14 days? Yes/No
 - Have you been in close contact with a person who is either a confirmed or suspected case of contracting a Virus in the past 14 days (i.e., within 2 metres for more than 15 minutes accumulative in 1 day)? Yes/No
 - Have you been advised by a Doctor to self-isolate at this time? Yes/No
 - Have you been advised by a Doctor to cocoon at this time? Yes/No.

Employees must:

- Complete this form before they return to work.
- Inform their line manager if there are any other circumstances relating to a Virus. *(the employee must include information which may be needed to be disclosed to allow their safe return to work in the interests of Public Health Safety).*
- Self-isolate at home and contact their GP or the GP out of hour's services for their area promptly for further advice if they have any Virus symptoms.
- Stay out of work until all symptoms have cleared following self-isolation.
- Participate in any induction training provided on their return to the work.

When employees return to work, they are required to request any updates on:

- What an employee should do if they develop symptoms of a Virus
- Details of how the workplace is organised to address the risk from Viruses
- An outline of the Virus response plan
- Arrange for the putting in place of the necessary controls identified in the risk assessment to prevent the spread of Viruses in the workplace.

9.11 Dealing with a Suspected Case of a Virus in the Workplace

In line with HSE guidelines, employees should not attend work if displaying any symptoms of a Virus. In the event that a suspected case of a Virus is reported during the course of work the following are the steps outlined by the HSE as to how to respond:

- The employee must contact their line manager.
- The employee must proceed to the designated isolation area, keeping at least 2 metres away from other employees and also making sure that colleagues maintain a distance of at least 2 metres at all times from them.
- If face masks are available in the isolation area, the employee is to wear the face mask provided, particularly in a common area with colleagues or while exiting the premises.
- In the event that the employee is able to go home they should do so after discussion with their line manager. When the employee arrives home, they must call their doctor or out of hours GP service or the HSE and follow medical advice which could include continuing self-isolation at home.
- If the employee is unable to go home, they must contact their doctor or out of hours GP service or the HSE and follow medical advice. As long as the employee remains in work, they must avoid contacting or touching colleagues, surfaces, and objects.
- While leaving or waiting to leave their workplace, it is necessary for employees to cover their mouth and nose with the face mask and use disposable tissues provided when they cough or sneeze and put the tissue in the waste bag provided.
- Arrange transport home or to a hospital after receiving medical advice. Under HSE guidelines, the use of public transport of any kind should not be used.
- Before the employee leaves the isolation area, they should inform their line manager if they have been in contact with colleagues or touched surfaces and objects. This is essential information so that appropriate cleaning of the isolation area and work areas involved can be undertaken and completed.
- The employee must provide any assistance if contacted by the HSE, so that the UniHaven Limited can assist the HSE in contact tracing of any employees who may have been in contact with them.

Additional advice on dealing with a suspected virus case is available from the NSAI: <https://www.nsai.ie/images/uploads/general/NSAI-Guidelines-for-COVID-19-2020-04-09.pdf>

The best way to prevent person-to-person spread of a Virus is to use proper hand hygiene and respiratory etiquette and practice social and physical distancing. The current recommended distance to be maintained between people to minimise risk of transmission is 2 metres.

9.12 Hand Hygiene

Regular hand washing with soap and water is effective for the removal of most viruses. This is a link to HSE guidelines on Hand Hygiene:

<https://www2.hse.ie/wellbeing/how-to-wash-your-hands.html>

UniHaven Limited would ask all employees to ensure they are familiar with and follow hand hygiene guidance and advice and remember to wash their hands before and after:

- Coughing and sneezing
- Eating
- Preparing food
- Being in contact with someone who is displaying any virus symptoms.
- Being on public transport (if using it)
- Being in a crowd
- Arriving and leaving the workplace/other sites
- Having a cigarette or vaping
- Toilet use.

9.13 Respiratory Hygiene

In addition to hand hygiene, good respiratory hygiene and etiquette is also essential:

- Adopt good respiratory hygiene and cough etiquette.
- Ensure you are familiar with, and follow, respiratory hygiene guidance.

Note: Wearing of masks is not a substitute for other measures outlined above. However, if masks are worn, they should be clean, and they should not be shared or handled by other colleagues. Employees should keep up to date with the latest Public Health advice issued in regard to masks by Gov.ie/NPHET.

9.14 Social / Physical distancing

Social and Physical distancing is recommended to reduce the spread of infection. The current recommended distance to be maintained between people to minimise risk of transmission is 2 metres. Under HSE guidelines the following must be followed in the workplace so as to reduce the risk of transmitting Viruses.

Under physical distancing requirements, employees may be asked to refrain from shaking each other's hands. This includes students and suppliers.

- Maintain the required 2 metre distance at work-stations including office desks.
- Maintain the required 2 metre distance when on breaks.
- It may be required to change break times' during a Public Health Emergency and employees must follow any changes designed to prevent the spread of a Virus.
- Maintain the required 2 metre distance from students and suppliers.
- Arrange meetings where possible using services such as Video Conferencing for example. Where face to face meetings are absolutely necessary, the length of the meeting and the numbers attending should be kept to a minimum and participants must maintain physical distancing at all times.
- Where one-way systems that ensure physical distance can be maintained while working or when entering or leaving work, these paths must be followed where practicable.

- Employees must not congregate together in numbers above the HSE guidelines. All employees must follow this protocol at all times of the day. (e.g.: break times, clocking in or out, changing rooms, washrooms, and showers)

9.15 At Risk/Vulnerable Employees

We would ask all employees who are in the 'vulnerable' or 'at-risk' categories to work from home where practical, please discuss and agree all arrangements with your manager. Where an employee who is in the vulnerable or at-risk categories and cannot work from home, they must advise their manager immediately. All practical supports will be made available in the workplace and they are to maintain the physical distance of the 2 metres requirements.

The following HSE website will provide details on vulnerable' or 'at-risk' categories: <https://www2.hse.ie/conditions/coronavirus/people-at-higher-risk.html>

9.16 Working from home

Office work should continue to be carried out at home, where practicable along with non-essential work. Advice on working from home on a temporary basis is available from the Health and Safety Authority using this (*link by way of example*) and within the Company Working from Home Policy.

https://www.hsa.ie/eng/topics/covid19/covid19_fags_for_employers_and_employees_in_relation_to_homeworking_on_a_temporary_basis/fags_for_employers_and_employees_in_relation_to_ho_m_e-working_on_a_temporary_basis_covid-19_.html

9.17 Business travel

The restrictions on movement require employees to plan and schedule business trips in line with HSE guidelines so therefore:

- All face-to-face interactions should be reduced to the absolute minimum and, as far as is reasonably practicable, technological alternatives should be made available (e.g., telephone or video conferencing).
- Where work-related trips are necessary, the use of the same vehicles by multiple employees is not encouraged. The number of workers who share a vehicle – simultaneously or consecutively – should be kept to a minimum as far as is reasonably practicable.
- All employees are encouraged to travel alone if using their personal cars for work or at a maximum be accompanied by one passenger who shall be seated in adherence with physical distancing guidance.
- Employees using company vehicles are required to have hand sanitisers and cleaning equipment for their work vehicle. They should speak with their manager to ensure they are provided with all supplies they require. (*All employees must be aware, when the company provides hand sanitisers and cleaning equipment, these suppliers are from work related activities only*)
- Employees visiting students or other sites must follow restrictions designed to reduce the risk of spreading the Virus and should follow the site infection prevention and control measures in place. In addition, we would ask employees to follow public health advice around preventing the spread of a Virus, where there is no plan in place at a customer or other sites to prevent the spread of the Virus.

9.18 Personal Protective Equipment (PPE)

In the event that employees are provided with Personal Protective Equipment (PPE), this equipment is for work activities only. Any introduction of PPE may be required to address health and safety risks, for example, exposure to hazardous chemicals. In the context of a Virus the following PPE may be issued:

- Overalls and protective aprons.
- Protective headgear - safety helmets.

- Safety glasses or goggles.
- Gloves.
- Respirators or masks.

(Where gloves are used, they must not be considered a substitute for hand hygiene and hands must be washed when gloves are removed in line with HSE guidelines).

When PPE is supplied to employees it must be used in line with the training provided and must be regularly inspected, cleaned, maintained, and replaced as required. Further information on PPE is available at: https://www.hsa.ie/eng/Topics/Personal_Protective_Equipment_-_PPE/.

In the introduction it was stated this plan is designed to help UniHaven Limited minimize the risk that the PUBLIC HEALTH EMERGENCIES pose to the health and safety of our employees, the stability of business operations, and the financial performances of UniHaven Limited.

The plan cannot possibly cover every business situation, but it should help employees think and understand the issues that they must be aware of and issues that requires each individual to take responsibility for their own actions.

UniHaven Limited asks all employees to read this document and familiarise themselves with the these plans' provisions and requirements as Public Health and Employee Safety are of primary concern.

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SECTION 10: CHILD LABOUR and FORCED LABOUR

10.1 Policy Overview

The protection of human rights and fundamental freedoms is a top priority for UniHaven and is enforced through the company's Code of Conduct and the UniHaven's Social Standards. UniHaven will therefore not tolerate any form of Child Labour or Forced Labour.

10.2 Policy Statement

UniHaven and its employees do not (i) tolerate, engage in or support Child Labour or Forced Labour of any kind through UniHaven's activities, including in its supply chain, or (ii) assist clients or any other party in doing so. UniHaven respects its employees' rights to agree to terms and conditions of employment voluntarily without coercion, and freely terminate their employment on appropriate notice. UniHaven may recover a portion of training or other employment costs incurred by UniHaven from individual employees who leave within a defined period (subject to any local laws and international labour standards). UniHaven ensures that its employees are of legal working age for their position and complies with local laws for youth employment or student work, such as internships or apprenticeships.

10.3 Child Labour and Forced Labour Policy

10.3.1 Introduction

According to the International Labour Organization (ILO), approximately 218 million children between the ages of 5 and 17 are in employment worldwide. Of these, some 152 million work under conditions that violate their rights and deprive them of their childhood. It is estimated that 12 million people worldwide, half of which are children, are forced to perform work that they would not otherwise engage in, voluntarily under threat of punishment.

The elimination of Child Labour and Forced Labour is a central challenge for the international community and is promoted by international organisations such as the United Nations. Nonetheless, due to the lack of comprehensive national and international mechanisms, the massive violation and curtailment of elementary human rights cannot be prevented. UniHaven takes an active stand against Child Labour and Forced Labour.

UniHaven's Child Labour and Forced Labour Policy unconditionally prohibits and condemns both Child Labour and Forced Labour and at the same time contains procedural rules for addressing instances of child or forced labour.

10.3.2 Relationship between the Child Labour and Forced Labour Policy and UniHaven's Social Standards

UniHaven is committed to compliance with all UniHaven's Social Standards and requires the same level of commitment from its business partners. These Standards set out the basic rights of employees and guidelines for environmental stewardship based on internationally recognised standards.

The purpose of this Child Labour and Forced Labour Policy is to address the issue of child labour and forced labour in greater depth than in the Social Standards and provide background information. It entails no further obligations for business partners.

10.3.3 Application of this Policy:

This Policy applies to all companies and undertakings in UniHaven.

Compliance is mandatory for all employees.

10.3.4 Partners

The Child Labour and Forced Labour Policy complement UniHaven Social Standards, which are mandatory for companies that currently do business with UniHaven. Acceptance of the UniHaven Social Standards and as a result, this Policy by potential business partners is also a mandatory prerequisite for entering into new business relationships. UniHaven expects its business partners to fulfil their duty of care and advises subcontractors and sub-suppliers on their obligation to comply with the UniHaven Social Standards.

The duties and obligations arising from these Social Standards apply for all employees of our suppliers, whether they are directly, indirectly, permanent or so-called homeworkers, suppliers must inform their employees of their rights and obligation under the Social Standards and applicable domestic law in an appropriate manner. They must also designate a company representative to oversee compliance with the requirements contained in the UniHaven Social Standards. The name of this company representative, who will be the point of contact for UniHaven, must be communicated to UniHaven.

10.3.5 Child Labour in General

The distinction between Child Labour and Young Workers.

In keeping with internationally recognised standards, UniHaven makes a distinction between child labour and young workers. UniHaven will not tolerate child labour under any circumstances. The employment of young workers, i.e., minors who have reached the minimum age of employment and completed compulsory schooling is allowed under strict conditions and in compliance with Irish Employment Law.

The distinction between child labour and young workers is based upon socioeconomic factors. In countries in which the educational system and the economy are not sufficiently developed, the existence of families can be jeopardised if minor children who have reached the minimum age of employment are not allowed to work.

10.3.6 Child Labour Definition.

In Ireland, under the Child Care Act 1991, the Children Act 2001 and the United Nations Convention on the Rights of the Child, a child is defined as anyone under the age of 18. Unless you are or were married, you cannot enter a legally binding contract until you are aged 18, except for specific contracts such as for apprenticeships or for necessities like food. What a child can do is restricted by his/her age.

Accordingly, child labour is in the first instance, work that deprives children of their childhood, their potential and their dignity and is harmful to their physical and mental development. In keeping with the ILO standards, UniHaven defines child labour as:

- Work that is mentally, physically, socially, or morally dangerous and harmful
- Work that fails to take into account compulsory schooling
- Work that prevents children from attending school
- Work that makes it necessary for children to leave school prematurely.
- Work that requires children to combine school attendance with long and heavy work

The worst forms of child labour involve enslavement, separation of children from their families and exposure to hazardous conditions.

10.3.7 Prohibition of Child Labour

UniHaven is a nationally active business that has accepted its responsibility for adopting standards as defined in Irish Law and the wider Irish society and actively seeks to ensure that its business partners act in line with Irish Law and the norms of Irish Society's Social Standards. Where activities are identified and practised by business partners that fail to comply with Irish Law or Irish Society's Social Standards, UniHaven will require its business partner to correct its practice immediately.

10.3.8 Preventive Strategy

Reliable control mechanisms will be implemented at the level of recruitment and selection procedures to prevent child labour. Within the recruitment and selection process, UniHaven, therefore, will seek to confirm the age of applicants, where the age of the applicant is subject to examination. It is necessary to verify the age of applicants for employment by requiring the presentation of valid identification issued by an official Irish authority prior to employment. A copy of such identification and all other legally required documentation must be kept on file during the entire period of employment. In the event, it should prove impossible to present such identification, further legal proof of age such as a diploma, birth certificate or official document from the place of residence of the applicant may be accepted.

In cases in which the physical appearance of an applicant does not seem to be consistent with the documents presented, medical records from a reliable source may be required as proof of age.

UniHaven will, through dialogue with its business partners, seek to ensure that their recruitment and selection process is robust to prevent the hiring of children, under the age of employment in line with Irish Employment Law.

10.3.9 Dealing with Violations/Procedure

In this Policy, UniHaven has included a set of rules that cover procedural and investigatory measures to be adopted where a child is found to be employed by UniHaven. UniHaven will advise business partners of these sets of rules as required. The rules are set out below:

- The child must cease work immediately.
- UniHaven will provide the child with appropriate compensation for the loss of employment.
- UniHaven will safeguard and promote the welfare of the child, which will include, for example, verification of continuation of compulsory education and financial assistance for the family of the respective child.

UniHaven will take it upon itself to monitor implementation of these measures. Where a business partner has identified a child in their employment, the business partner may turn to UniHaven for advice.

UniHaven will also require proof of implementation of all the necessary measures to ensure that hiring processes are designed to preclude child labour in the future through careful examination of documents. Proof of age must be kept on file for all employees.

UniHaven will also require formal confirmation to the effect that all possible actions have been taken and implemented. UniHaven also reserves the right to verify the implementation of such actions on site. In the event a business partner should refuse to cooperate, UniHaven reserves the right to terminate the business relationship as a last resort.

10.3.10 Young Workers. Definition.

The Protection of Young Persons (Employment) Act 1996 is designed to protect the health of young workers and ensure that work carried out during school years does not put young people's education at risk. The Act sets minimum age limits for employment, rest intervals and maximum working hours and prohibits the employment of anyone under 18 on late-night work. The Act also requires employers to keep specified records for workers under 18.

The Act generally applies to employees under 18 years of age. It defines children as being aged under 16, and the young person refers to those aged 16 and 17. You can read more information in our document on working hours and rest breaks for children and young people.

10.3.11 Children.

Under the Act, UniHaven cannot employ children aged under 16 in regular full-time jobs. Children aged 14 and 15 may be employed as follows:

- Doing light work during the school holidays – they must have at least 21 days off work during this time.
- As part of an approved work experience or educational programme where the work is not harmful to their health, safety, or development
- In film, cultural, advertising work or sport under licences issued by the Minister for Business, Enterprise and Innovation

Children aged 15 may do 8 hours a week of light work in school term time. The maximum working week for children outside school term time is 35 hours, or up to 40 hours if they are on approved work experience.

10.3.12 Young People

The maximum working week for young people aged 16 and 17 is 40 hours, with a maximum of 8 hours a day. If a young person under 18 works for more than one employer, the combined daily or weekly hours of work cannot exceed the maximum number of hours allowed. Young persons are only permitted to work between 6 am and 10 pm. UniHaven will seek to confirm with any employee within the age group as outline above if they hold additional employment. Where their combined working pattern is above the terms of the act, UniHaven will contact the employees' parent or guardian. UniHaven will then, through discussion with the employees' parent or guardian, place the interest of the employee to the fore in any solution to the continued employment of the young employee.

10.3.13 Evidence of age and the written permission of parents

UniHaven must see a copy of the young person's birth certificate, or other evidence of their age, before employing them. If the young person is under 16, UniHaven will contact the applicant's parent or guardian.

10.3.14 Payment of wages

All employees are entitled by law to a payslip. The payslip will detail the total pay before tax and all details of any deductions from the pay of the young employee. Since 1 February 2020, the national minimum wage is €10.10 per hour. This does not mean that everyone is automatically entitled to receive this. Young people aged under 18 are only guaranteed up to 70% of the national minimum wage, which is €7.07 per hour. Where EDFS employees a young person as identified in the legislation, UniHaven will pay the young employee the full national minimum wage as valid throughout the period of employment of the young employee.

UniHaven will advise all young employees that EDFS has a strict no-tolerance position on tips/gratuities being offered to employees of UniHaven by customers. In the case of young employees, as identified in the legislation, UniHaven will consistently advise young employees of this position, in order to prevent young employees from being exploited by customers in any way.

10.3.15 Records to be kept by UniHaven

UniHaven must keep records for every employee under 18 that contain the following information:

- The employee's full name
- The employee's date of birth
- The employee's starting and finishing times for work
- The wage rate and total wages paid to the employee.

UniHaven must retain these records for at least 3 years.

10.3.16 Summary of the Act

UniHaven will provide all young employees aged under 18 years a copy of the official summary of the Protection of Young Persons (Employment) Act, along with other details of their terms of employment, within one month of commencing their employment with UniHaven. UniHaven will also display the official summary of the Act at a place in their workplace where it can be easily read.

10.3.17 Strategy for the Avoidance of Non-Compliance with Rules for the Protection of Young Workers.

In order to ensure compliance with rules for the protection of young workers, EFFE expects all minor workers to be properly registered with the responsible authorities.

10.3.18 Dealing with Violations/Procedure

UniHaven will work to prevent any violation of rules pertaining to the employment and protection of young workers, with UniHaven or with its business partners.

UniHaven will take it upon itself to monitor implementation of these measures. Where a business partner has identified a young person in their employment, the business partner may turn to UniHaven for advice.

UniHaven will also require proof of implementation of all necessary measures to ensure that hiring processes to recruit young people is in line with Irish Employment Legislation in the future through careful examination of documents. Proof of age must be kept on file for all employees.

UniHaven will also require formal confirmation to the effect that all possible actions have been taken and implemented. UniHaven also reserves the right to verify the implementation of such actions on site. In the event a business partner should refuse to cooperate, UniHaven reserves the right to terminate the business relationship as a last resort.

10.4 Forced Labour.

Prohibition on Forced and Compulsory Labour

The primary legislation in Ireland on Forced Labour is Criminal Law (Human Trafficking) Act 2008 and its further amendment in 2013. The Act(s) prohibit sexual and labour exploitation among other exploitative practices.

Labour exploitation is:

- subjecting the person to forced labour (including forcing him or her to beg).
- Forcing the person to render services to another person; or
- Enslavement of the person or subjecting him or her to servitude or a similar condition or state.

The forced labour provisions are equally applicable to children. Forced labour means "work or service which is exacted from a person under the menace of any penalty and for which the person has not offered himself or herself voluntarily. The Acts prescribe long imprisonment terms and fine at the discretion of the court for trafficking a person to exploit his/her labour.

Section 23 of the Employment Permits Act 2006 makes it an offence for employers to retain workers' passports, identity papers, qualification documents, driving licences or to make deductions from their wages to pay recruitment fees, travelling expenses or other fees related to obtaining a job in Ireland.

UniHaven will ensure that forced labour in all its versions will not be tolerated in any way within UniHaven and will also be available to business partners may turn to UniHaven for advice on this issue.

10.4.1 Prohibition of Forced Labour

UniHaven is a national company that takes an active stand against all forms of forced labour. UniHaven strictly prohibits the use of forced labour and expects the same of its business partners. The freedom of workers may not be restricted and must always be ensured.

10.4.2 Preventive Strategy

UniHaven will not tolerate or condone any form of forced labour and expects the same of its business partners. Acceptance of the UniHaven's Social Standards, which condemn and prohibit all forms of forced labour, is a fundamental prerequisite for establishing a business relationship with business partners.

UniHaven also provides its employees with annual training as regards the values and rules embodied in its Social Standards. Special attention is devoted to the Standards to recognition of forced labour and related practices. This enables employees to recognise and report violations.

10.4.3 Dealing with Violations/Procedure

Any violation of the rules contained in the UniHaven Social Standards must be remedied immediately. Measures must then be taken to prevent the repetition of the violation of the Social Standards. UniHaven also expects the parties affected to receive appropriate compensation.

UniHaven sees it as its duty to monitor the implementation of these measures. Information regarding implementation of the measures will therefore be requested from business partners as required. In the case of difficulties during the implementation of such measures, business partners may turn to UniHaven for advice. UniHaven also reserves the right to verify the implementation of such actions on site. In the event, a business partner should refuse to cooperate.

UniHaven reserves the right to terminate the business relationship as a last resort.

10.4.4 Point of Contact in the Case of Violation

Violations of the UniHaven's Social Standards, whether actual or potential, may be reported directly to UniHaven Head Office.

UniHaven will treat all reports of child labour or forced labour to it, in confidence and following a review of the information provided to it, UniHaven will pass on this information to An Garda Síochána. All employees of UniHaven and third parties such as, for example, customers, business partners, are free to contact An Garda Síochána at any time with their concerns.

10.4.5 Making a complaint

If UniHaven is informed/notified of any issue where Child Labour or Forced Labour is suspected, UniHaven follows its policy as outlined above. UniHaven will contact the appropriate local or national authorities and provide all assistance necessary to support these organisations in any decisions actions these authorities may undertake.

10.4.6 Questions

We hope this statement has explained any issues that might arise. If you have any queries about this Privacy Statement, please email dpo@unihaven.ie.

10.5 Changes to our Child Labour or Forced Labour Policy

UniHaven ensures its Child Labour and Forced Labour Policy is under regular review and places any updates on this web page.

We will review this policy and its operation in practice, at least on an annual basis

SECTION 11: Human Rights Policy

11.1 Policy Overview

UniHaven is committed to the highest standards of business and ethical behaviour, including compliance with all applicable laws and regulations, as well as company policies, practices, and procedures. UniHaven respects internationally recognised Human Rights as established in the Universal Declaration on Human Rights and the International Labour Organisation's Core Conventions.

In line with the UN Guiding Principles on Business and Human Rights, UniHaven recognises the corporate responsibility to respect these principles and commit to 'know and show' this through on-going human rights due diligence. Furthermore, our efforts include on-going robust engagement with our business and significant supply chain partners where possible to mitigate potential human rights impacts beyond our direct control.

Our support of internationally recognised Human Rights is consistent with our dedication to enriching our workplace, partnering with our supply chain, preserving the environment and supporting the communities where we conduct business.

It is the commitment of UniHaven to conduct its business in a manner that respects the rights and dignity of all people.

11.1.1 Our Commitment to Human Rights

We're deeply committed to continually assessing our progress and building the lessons we learn into everything we do. We've worked hard to embed respect for human rights across our company—in the education services we provide, in the way we deliver education services, and in how we treat people.

11.2 Policy Statement

The objective of UniHaven's documented policies as set out in UniHaven's Code of Conduct for Employees is to provide an overview of expectations for employees and business partners.

In line with the UN Guiding Principles on Business and Human Rights, we base our human rights policy commitment on the International Bill of Human Rights (consisting of the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights) and the principles concerning fundamental rights set out in the International Labour Organization's Declaration on Fundamental Principles and Rights at Work. We follow the OECD Guidelines for Multinational Enterprises and are a founding signatory to the United Nations Global Compact. We are committed to respecting all internationally recognised human rights as relevant to our operations.

In addition, the Human Rights policy exists to:

- Inform employees, business partners and customers of UniHaven's commitment to human rights.
- Establish UniHaven's commitment to 'know and show' its respect for human rights through on-going human rights due diligence.
- Maintain UniHaven's high ethical standards.
- Contribute to the realisation of human rights globally.

Our principle is that where national law and international human rights standards differ, we will follow the higher standard; where they are in conflict, we will adhere to national law, while seeking ways to respect international human rights to the greatest extent possible.

In our business dealings, we expect our partners to adhere to business principles consistent with our own. We prohibit discrimination, forced, trafficked and child labour and are committed to safe and healthy working conditions and the dignity of the individual, also the right to freedom of association

and collective bargaining and effective information and consultation procedures.

11.2.1 Addressing Human Rights Impacts

We recognise that we must take steps to identify and address any actual or potential adverse impacts with which we may be involved, whether directly or indirectly through our activities or our business relationships. We manage these risks by integrating the responses to our due diligence into our policies and internal systems, acting on the findings, tracking our actions, and communicating with our stakeholders about how we address impacts.

We understand that human rights due diligence are an on-going process that requires particular attention at certain stages in our business activities, such as when we form new partnerships or our operating conditions change, as these changes may create new potential or actual impacts on human rights.

In certain countries where we operate, there are incredibly high, systemic risks of human rights abuses. We understand that this means that we must put in place additional due diligence to assess these risks and address them effectively, where appropriate, using our leverage to work either in one-to-one relationships or in broad-based partnerships.

We recognise the importance of dialogue with our employees, workers and external stakeholders who are or could potentially be affected by our actions. We pay particular attention to individuals or groups who may be at greater risk of adverse human rights impacts due to their vulnerability or marginalisation and recognise that women and men may face different risks.

11.2.2 Empowering Women through Rights, Skills and Opportunities

Around the world, many women face discrimination and disadvantage, lack access to skills and training, and face roadblocks to their active participation in the economy. They often lack the protection of basic rights and laws. Poverty, discrimination and violence against women are significant barriers to opportunity.

Women are integral to our business model and growth ambitions. We seek to manage and grow socially responsible businesses where women participate on an equal basis. We believe that women's rights and economic inclusion are priorities to win long-term.

Our approach starts with the respect of the rights of women and extends to their promotion as well as helping to develop skills and open up opportunities, both in our operations and our value chain.

11.3 Policy Scope

UniHaven's Human Rights Policy applies to all UniHaven employees, anyone doing business for or with UniHaven and others acting on UniHaven behalf. This applies to all locations where UniHaven conducts business and to all company-sponsored events.

This policy applies globally to the management, employees and contract workers of all entities in UniHaven and all its accessioned.

Where UniHaven participates in joint ventures as a non-controlling shareholder, the other shareholder(s) shall be explicitly made aware about the significance to UniHaven of this policy and shall be encouraged to apply the same policy or a similar standard to the joint venture. For contemplated new minority joint venture cooperations, UniHaven will strive to commit the other shareholder(s) to adopt the policy or a similar standard for the joint venture.

11.3.1 Human Rights in the Workplace

UniHaven respects the rights of our workers and recognises that the way we treat our employees reflects our core values. We work to foster a positive work environment that treats employees and contractors with respect and dignity. As an employer, we strive to be a preferred place to work, to be respectful and supportive of our workforce, and to provide an inclusive culture. We believe the differing viewpoints that we each bring to the workplace challenge us collectively to think more broadly and allow us to serve our customers better. We realise that the world we serve is diverse in its social custom and cultural traditions, and we respect and embrace those differences. As a company doing business internationally, we seek to live up to the highest standards of ethics, integrity and responsibility in our operations and with our suppliers.

11.3.2 Workplace Standards:

- UniHaven treats its employees and contractors with respect and dignity.
- We are committed to paying competitive, fair and equitable wages.
- Freely-chosen employment: we do not employ modern slavery, including forced, slave and illegal child labour, or prison labour
- Anti-discrimination: we do not engage in or tolerate unlawful harassment or discrimination, consistent with applicable law, based on race, colour, religion, national origin, gender, sexual orientation, gender identity, age, disability, citizenship, marital status, military status, or veteran status.

11.3.3 Environment

In UniHaven, we recognise the threat that climate change poses to the communities we serve and us. We believe that climate change creates serious environmental issues and amplifies human rights concerns, especially for the world's most vulnerable populations. We're using the power of our network to create a better, more environmentally sustainable world that can help limit the environmental and human rights concerns from climate change.

11.3.4 Freedom of the Press

The role of a free press is fundamental to ensuring the security of human rights. At UniHaven, we consider the commitment to a free press to be a core value that is central to our mission. We will safeguard editorial independence, and we will support efforts to ensure and advance freedom of expression across our platforms around the world.

11.3.5 Supply Chain

UniHaven takes issues relating to human rights and labour practices in our supply chain seriously. We require suppliers to adhere to our Principles of Conduct for Suppliers, which sets out requirements for sustainable business practices, supplier diversity, ethics, and labour practices and human rights.

We engage suppliers on sustainability issues, including human rights, through credible third-party assessment tools. Additionally, UniHaven engages recognised, independent third-party assessors to audit select suppliers' manufacturing facilities and human rights practices.

11.3.6 Child Safeguarding

UniHaven is committed to helping to safeguard children online, including from the evolving risks of online predators and exploitation, in our role as an education services provider.

We also train our consumer-facing employees on our Reporting Child Pornography, so they are equipped to recognise and report child sexual abuse material in case they encounter it on the job.

In addition to oversight from the Executive Management Team, issues related to online safety are

managed by our Executive Management Team. The Executive Management Team meets regularly and is comprised of managers from across our operating companies.

11.3.7 Rights of Indigenous Peoples

We respect the rights of indigenous communities, including land rights, in our operations, in accordance with the [UN Declaration on the Rights of Indigenous Peoples](#).

11.3.8 Anti-Corruption

UniHaven is committed to acting with honesty and integrity. As stated in our Anti-corruption Policy, we use ethical business practices in our dealings with public officials, other companies and private citizens. We do not seek to influence them through the payment of bribes, kickbacks or any other unethical payment or practice.

11.3.9 Due Diligence

UniHaven identifies, mitigates and manages potential human rights risks in connection with our products, services and technologies through implementation and management of our Code of Business Conduct, Principles of Conduct for Suppliers and Privacy Policies. These policies apply to our domestic and international operations.

Additionally, we conduct a robust privacy and cybersecurity review when developing new products or services, and in connection with our entrance into new markets. We also work to prevent and mitigate the adverse effects of our operations, including by conducting human rights impact assessments.

11.3.10 Human Rights Governance

This policy was approved by UniHaven's Executive Management Team, which is comprised of senior executives from across the business who are responsible for overseeing its implementation. This policy will apply to all operations that are under the majority control of UniHaven.

11.3.11 Definitions

Human rights are basic rights inherent to all human beings, regardless of nationality, place of residence, sex, sexual orientation, national or ethnic origin, colour, religion, language, or any other status.

11.4 Policy

UniHaven conducts its business in a manner that respects the rights and dignity of all people, complying with all applicable laws and regulations. Our policies reflect our commitment to respecting the protection of internationally recognised Human Rights.

- All employment with UniHaven is voluntary. We do not use child or forced labour in any of our operations or facilities. We do not tolerate any form of unacceptable treatment of workers, including but not limited to the exploitation of children, physical punishment or abuse, or involuntary servitude. We fully respect all applicable laws establishing a minimum age for employment, in order to support the effective abolition of child labour worldwide.
- UniHaven abides by all laws and regulations regarding pay practices and the classification of employment according to job level and status.
- We respect our employees' right to choose to join or not join a trade union or to have recognised employee representation in accordance with local law.
- Diversity is embraced at UniHaven. We recognise that a diverse mix of backgrounds, skills and experiences drives new ideas, products, and services and provides us with a sustained competitive advantage.:
- We believe everyone should be treated with respect regardless of their background. We are committed to the elimination of discrimination based on gender, race, class, economic status,

ethnic background, sexual orientation, age, political beliefs, veteran status, marital status or any other protected class.

- The Supply Chain Management includes the requirement for all suppliers, vendors, contractors, consultants, and agents to adhere to UniHaven's standards and Code of Conduct policies.

In addition to this, UniHaven is committed to the following principles:

- UniHaven respects all human rights.
- UniHaven commits to conducting on-going human rights due diligence to assess and mitigate potential human rights infringements.
- UniHaven expects those with whom it does business to respect all human rights.

11.4.1 Responsibility

The Human Rights policy is owned and maintained by UniHaven's Human Resources function. Human Resources is responsible for the creation, administration, updating and communication of the policy.

11.4.2 Compliance

Employees and suppliers are expected to comply with this and all applicable UniHaven policies. Violation of this policy or the refusal to cooperate will result in disciplinary action, up to and including termination and referral to the appropriate authorities, where we have sound reason to believe that our partner organisations infringe Human Rights, we reserve the right to cease those relationships as warranted.

Specific to this policy, employees and suppliers are expected to:

(a) Never infringe on human rights.

(b) Be alert to any evidence of human rights infringements in our direct operations or the operations of our business partners and report any situation in which a human rights infringement is suspected.

This policy must be regularly reviewed in order to ensure its continued adequacy and relevance. It may be amended at any time with the approval of the Executive Management Team.

11.5 Procedures and Forms

This policy reinforces UniHaven's other relevant policies, including:

- Child Labour and Forced Labour Policy

For further information regarding human rights, please refer to:

Universal Declaration of Human Rights:

<http://www.un.org/en/documents/udhr/>

International Labour Organisation's Core Conventions:

<http://ilo.org/global/standards/introduction-to-international-labourstandards/conventions-and-recommendations/lang--en/index.htm>

International Covenant on Economic, Social and Cultural Rights (ICESCR)

<https://www.ohchr.org/en/professionalinterest/pages/cescr.aspx>

The United Nations Guiding Principles on Business and Human Rights (UN Guiding Principles)

http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf

SECTION 12: Anti-Slavery and Anti-Human Trafficking Policy

12.1 Policy Overview

As a company UniHaven is committed to upholding the rights of all workers. Modern slavery and human trafficking are unacceptable practices that exploit some of the most vulnerable people around the world. UniHaven supports all efforts to eradicate these and other human rights abuses from international business and global supply chains.

12.2 Policy Statement

At UniHaven, we adopt a zero-tolerance approach towards the use of forced, bonded, indentured or involuntary labour in our operations or any activities connected with the company. Our mission statement guides our business activities and sets out our commitment to acting responsibly and in the interest of all our stakeholders. We are committed to the highest standards of business and ethical behaviour, to fulfilling our responsibilities to the communities which we serve and to the creation of long-term value for all stakeholders on a socially and environmentally sustainable basis. To ensure clarity on the issue of labour standards, there are a number of critical policies that set out the requirements of those within the organisation and those whom we seek to do business with.

These include the following:

- UniHaven's Code of Conduct sets out the high ethical standards which we demand from all colleagues in carrying out our day to day operations.
- Our Human Rights Policy is informed by the UN declaration on human rights and affirms our commitment to upholding internationally recognised human rights.
- Our 'Child Labour' or 'Forced Labour Policy' explicitly prohibits the use of child or forced labour within our operations or those of anyone connected with UniHaven.
- UniHaven's Supplier Code of Conduct informs our supplier community of the ethical standards which UniHaven demands from those who seek to do business with UniHaven and embeds the requirements of many of our policies within the business relationship.

12.3 Target Audience

The Executive Management of UniHaven will implement this policy with the CEO having the principal responsibility for the implementation and ongoing review of the policy.

This policy applies to all employees of UniHaven. UniHaven will discuss with all suppliers to UniHaven the importance of adhering to the values and ambition of UniHaven in promoting a zero-tolerance to Slavery and Human Trafficking.

The Republic of Ireland primary legislation in this area is, the Criminal Law (Human Trafficking) Act 2008, as amended by the Criminal Law (Human Trafficking) (Amendment) Act 2013.2.

12.3.1 Supply Chain

We recognise that our firm is exposed to greater slavery and human trafficking risk when dealing with suppliers of products and services, particularly those who have operations and suppliers in other territories. As a national and international organisation, UniHaven sources goods and services from independent suppliers around Ireland and in countries where we operate. One of the critical priorities of UniHaven is to ensure that our suppliers conduct their business responsibly and ethically.

From a risk management perspective, we have identified areas we need to develop in conjunction with our supply chain, and a risk-based approach is under development. This approach is to include identifying and reviewing suppliers and vendors that fall within industries and/or countries that can carry higher risk, including in respect of modern-day slavery and human trafficking. UniHaven has developed measures to assist in the review and management of these areas of risk, including an

enhanced supplier and vendor take-on review and ongoing monitoring process, which is handled by the Executive Management Team.

This review and monitoring process is to consider the relevant risk factors and resources to assist in identifying slavery and human trafficking in Ireland and are as follows:

- The Anti-Human Trafficking Unit (AHTU) in the Department of Justice and Equality.
- The Human Trafficking Investigation and Co-ordination Unit (HTICU) in An Garda Síochána
- The specialised Human Trafficking Legal Team in the Legal Aid Board (LAB) established in 2009, providing legal aid and advice to victims.
- The Anti-Human Trafficking Team in the Health Service Executive (HSE), established in 2010, provides an individual care plan for each potential or suspected victim of human trafficking.

In pursuit of our responsible sourcing goals, we have a detailed supplier Code of Conduct which outlines the minimum standards we expect from providers of goods and services. UniHaven robustly protects the rights of workers within our sphere of business, and this document is explicit in directing that forced or involuntary labour shall not be permitted. Where business partners are found to have contravened the requirements set out in this Code, UniHaven reserves the right to terminate any associated agreement or business relationship.

If UniHaven is made aware of slavery or human trafficking in countries or territories in which it operates, UniHaven will contact the bodies named in this policy. UniHaven will seek assistance and guidance from these bodies in reporting such violations to the relevant authorities in the country or territories where such violations occur.

12.4 Policy

The policy of UniHaven is to conduct all of our business honestly and ethically and to comply with all applicable legislation. We strive to ensure that neither modern slavery nor human trafficking supports our supply chain or our businesses; this objective is implicit in our policies and procedures. We aim for a zero-tolerance approach to violations of anti-slavery and human trafficking laws.

If breaches of these laws are found within our supply chain, we will look to support organisations in their efforts to comply with the applicable legislation. UniHaven will review the continuation of business with individuals and organisations found to be involved in slavery, human trafficking, forced or child labour and retains the right to cease business with such individuals and organisations on this basis.

UniHaven is committed to acting professionally and with integrity in all its business dealings and relationships, whether in Ireland or abroad.

In this context, UniHaven has created a dedicated Anti-Slavery and Human Trafficking Policy.

12.4.1 Reporting knowledge or suspicion of Slavery or Human Trafficking

All employees and partners within the firm have a statutory obligation to report knowledge or suspicion of slavery or human trafficking. Any genuine suspicion or knowledge of slavery or human trafficking is to be immediately reported to your manager, who will report all concerns to the Executive Management Team, who will decide what further action, if any, is deemed necessary. In addition, the UniHaven's Whistleblowing Policy provides for alternative avenues for reporting, including in respect of suspicion or knowledge of slavery or human trafficking.

Partners and employees who raise concerns of slavery or human trafficking in good faith may do so without fear of discrimination or reprisal.

These provisions do not replace any legal reporting or disclosure requirements. Where statutory reporting requirements and procedures exist, these must be fully complied with by Clients.

UniHaven's clients must accept the need for ongoing monitoring procedures include detailed risk assessments of each client from slavery and human trafficking and wider risk perspective. These include a review of all potential publicly available where possible and indications of previous or current involvement with criminality, including modern slavery and human trafficking.

UniHaven has included appropriate anti-slavery and human trafficking provisions into our Ireland terms of business with clients.

12.5 Application of this Policy

12.5.1 Monitoring and Compliance

As a Company, we have the relevant structures in place across our business to appropriately manage employee and labour issues. We use internal assessments in our selection and recruitment process to ensure that forced, or involuntary labour does not exist. Our policies are communicated and available to all employees, and we would request that employees who have concerns would not be hesitant in reporting their concerns to their manager.

12.5.2 Communication and Training

UniHaven makes its policies available online to employees and communicates about any relevant changes or updates that take place. We also offer and provide training for all employees on the Company's Code of Conduct and continue to revise our training through our sustainability programme. This statement is made pursuant to section 54(1) of the Modern Slavery Act 2015.

We will review this policy and its operation in practice, at least on an annual basis.

END



UNIHAVEN

The Gateway to Opportunity

Employee Handbook Acceptance Form

I have received and read the Employee Handbook V March 2023. When reading the Employee Handbook, anything I was unsure of / or needed explaining I have asked my Manager, to discuss and explain to me.

(Employee Name)

Date: / /

Singed Employee Handbook Acceptance Form received and added to Employee's File.

(Manager's Name)

Date: / /