

Flashbay Pty Ltd



AUSTRALIAN Employee Handbook

Welcome to the Flashbay Employee Handbook

We are delighted that you are part of the Flashbay team and hope that you will find your job challenging, enjoyable and rewarding.

The business we founded in 2003 has retained the vigour and excitement of a start-up company through our sustained growth. Flashbay embraces an extraordinary range of businesses, territories and customers and continues to be the World number one business to business supplier of customised USB sticks.

We believe that through our values of Performance, Perseverance, Innovation, Integrity and Agility our employees can contribute to our continued success.

We wish you a successful career at Flashbay.

James Roberts & Phillip Schlosstein,
Directors of Flashbay Ltd



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1.0 Purpose and scope of this handbook

1.1 Purpose

This handbook is designed to ensure you have easy access to all the general aspects of working in our Australian business. Of course, all employees have a contract detailing terms and conditions relating to their own particular role. So this handbook has been designed to give additional important and useful information about employment with us; our expectations of you and your colleagues and the benefits we provide.

It should be used as a quick reference guide as all the topics are described in summary form. Underlying policies can be found here:

http://wiki.flashbay.com/index.php/Wiki_Home

The provisions of this handbook and any underlying policies do not form part of your contract of employment unless expressly stated but you are expected to comply with them and any failure to do so may result in disciplinary action up to and including dismissal.

1.2 Scope

This handbook applies to all Australian employees of Flashbay. For the avoidance of doubt, where this Handbook refers to 'the Company', it means the Australian business unit. This handbook and the underlying policies do not apply to agency workers, self-employed contractors or volunteers unless otherwise stated.

2.0 The Flashbay work principles

We have a set of universal principles, which underpin our vision and everything we do for each other. You should be able to see these principles demonstrated through all our policies and procedures and the way in which we treat one another.

Flashbay is committed to:

Ethical business

We operate around the world and we pride ourselves on our reputation for acting fairly and ethically wherever we do business. Our reputation is built on our values as a company, the values of our employees and our collective commitment to acting with integrity throughout our organisation. We expect that all of you will read and embrace this policy and the Flashbay values (see below at 3.0) and use them in all aspects of your day-to-day work, knowing that we will always support you in acting ethically.

Good conditions of employment

- People contribute to the success of the Company, and should therefore be rewarded accordingly, sharing in its progress and success.
- You should enjoy coming to work and deserve a high standard of working environment that meets your expectations.



- We are the people who make what we do successful. That includes you and everyone else across all our businesses.
- We strive to create good working conditions, as well as provide a high standard of employee support.
- We hope this encourages people to enjoy coming to work and make their lives a little easier to manage.

Strong employee relations

- People should be treated as individuals with respect and honesty.
- It can be easy to feel daunted by a fast changing, highly active organisation. Remember that each one of us is a unique and valuable part of this organisation. Relationships run more smoothly when people are valued as individuals.
- The application of these policies works best when they are considered on an individual basis, with respect for personal circumstances.

Diversity and equal opportunities

- We are committed to an active diversity and equal opportunity policy, from recruitment and selection, through training and development, appraisal and promotion, right up to retirement.
- It is our policy to promote an environment free from discrimination, bullying, harassment, and victimisation.
- All decisions relating to employment practices will be objective, free from bias, and based solely on work criteria and individual merit.
- In every set of circumstances we aim to find the 'best fit' between personal requirements and business needs.



3.0 The Flashbay values

Performance

We get things done. We are a performance based company. Our willingness to work hard in a tough, competitive environment means the combined efforts of our personal successes have made our brand stronger. What makes us different from the competition and highly successful in the market place is our optimism and our unshakable belief in our continued success.

Perseverance

We never surrender. Our continued perseverance means we have a clear focus and we do not give up. Our passion is demonstrated through our brand and makes us powerful as we stay true to the proposition that we consistently deliver to our customers.

Innovation

We try new things. This is a company of innovation. In our products, in our service delivery, and in our marketing, we have not been afraid to bring new ideas to the table and ideas that challenge the status quo. That we are pioneering new services says something about the way we look at the world and says a lot about why we continue to grow.

Integrity

We are true to our core. Thousands of customers trust us to provide them with high quality products and service levels. With trust we have credibility. This is the reason we grow every year. Trust is something that is earned and something that can be lost. Never underestimate how important our integrity is to us, from the products we develop, to the services we deliver to our customers. Trust will always be a very important element of our success.

Agility

We can adapt. Forces of change come to us in many forms and from different places, our personal and team agility is key to the speed of our innovations and competitive advantage. What we do well is anticipate and relish change, think laterally, work flexibly and generate confidence in each other during times of turbulence.

4.0 Flashbay Wiki INSERT AUSTRALIAN LINKS HERE

As a Flashbay employee, there is always key **business information** that you need to know or find as part of your day to day role. Visit our Wiki site:

http://wiki.flashbay.com/index.php/Main_Page

You should also familiarise yourself with the Sales Manual and Office manual:

http://wiki.flashbay.com/index.php/Main_Page



5.0 Starting with the Company

5.1 Statement of employment terms and conditions

As an employee of the Company you will have received a contract of employment setting out specific terms and conditions of service as they relate to your post. This includes details of:

- The names of the employer and the employee
- The date when the employment (and the period of continuous employment) began
- Remuneration and the intervals at which it is to be paid
- Hours of work
- Holiday entitlement
- Entitlement to sick leave, including any entitlement to sick pay
- Superannuation Guarantee Payment made by the Company
- The entitlement of employer and employee to notice of termination
- Job title
- Where it is not permanent, the period for which the employment is expected to continue or, if it is for a fixed term, the date when it is to end
- Either the place of work or, if required to work in more than one location, an indication of this and of the employer's address
- Details of employment if expected to work outside your normal location

5.2 Probation periods

All new employees are subject to a probationary period, details of which are found in your contract of employment. You will receive feedback throughout your probation period, with a formal review at the end. Your appointment will be confirmed on satisfactory completion of the probation period. During this probationary period you will be given appropriate support and development opportunity to help you reach the required standards.

In some circumstances, it may be appropriate to extend the probation period to enable the required standards to be achieved. Failure to meet the required standards could result in termination of your employment.

For further information, please refer to the Probation Policy.

5.3 Attendance at work

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

5.3.1 Notification of absence

If you are unable to attend work due to sickness or injury, the Office/Human Resources team must be notified via a telephone call prior to your normal start time



on the first day of absence, giving the reason for your absence and indicating a date of return where possible. If a member of the Office/Human Resources team is not available, then please call the main office number and leave a message with an employee. Your manager may need to return your call if further information is required. Notification should be made by you personally unless impossible due to the nature of the illness where you should arrange for someone else to call on your behalf. You must follow this procedure for each day of the absence. During prolonged periods of absence, your manager should be kept informed of progress and an expected date of return.

The Office/Human Resources team should be notified as early as possible if absence from work is anticipated for hospitalisation and other medical treatment.

The following situations may be dealt with under the Company's disciplinary procedure and may affect your entitlement to Personal/Carers leave pay:

- has been absent due to sickness and is found not to have been genuinely ill, and/or
- has frequent or excessive absence, and/or
- fails to comply with the absence notification procedure set out

5.3.2 Lateness

If you are unable to attend work on time, the Office/Human Resources team must be notified via a telephone call prior to your normal start, giving the reason for the lateness and your estimated time of arrival. If a member of the Office/Human Resources team is not available, then please call the main office number and leave a message with another employee. If an employee does not inform the Company or is more than 30 minutes late, the employee will be recorded as absent without leave (AWOL).

The following situations may be dealt with under the Company's disciplinary procedure:

- Excessive lateness occurrences, as a general rule, more than two lateness occurrences within a rolling 6 month period may be deemed to be excessive
- AWOL
- Failure to comply with the notification procedure

The Company reserves the right to deduct any periods of absence from an employee's salary.

5.3.3 Sickness payments

Payment of Company Personal/Carer's leave is at the Companies discretion. For more details please see the [Sickness Pay Provision](#) section of this Handbook. If the absence runs for a period greater than 7 days you will require a statement of Fitness for Work from your G.P. After every period of sickness, you will be required to attend a Return to Work interview with Human Resources.



5.4 Hours of work

Normal working hours are defined by your line manager. Any variation to normal working hours should be agreed with your line manager. The Company reserves the right to vary your hours and pattern of working, following consultation with you.

The full-time contracted hours for all posts within the organisation are 38 hours per week excluding daily meal breaks. A daily unpaid lunch break of a minimum of 30 minutes must be taken if you work more than five hours daily.

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

5.5 Flexible working

The Company has a policy of trying to assist employees to balance their work and home life, and is therefore willing to consider requests from employees to vary their working hours or work pattern. Such requests will be considered taking into account the impact on the organisation, work colleagues and any other relevant factors. If you wish to discuss this you should speak to Human Resources.

5.6 Conflict of interest

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

Generally a conflict of interests exists when an employee is involved in an activity:

- which provides products or services directly to, or purchases products or services from the Company;
- which subjects the employee to unreasonable time demands that prevent the employee from devoting proper attention to his or her responsibilities to the Company; or
- which is so operated that the employee's involvement with the outside business activity will reflect adversely on the Company.

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

6.0 Standards of performance and behaviour at work

6.1 General conduct at work

The Company expects the highest standards from you in your performance at work and your general conduct. In particular, you must:



- be diligent, ethical and honest in the performance of your duties and during work hours devote the whole of your time, attention and abilities to them
- render your services in a professional and competent manner in willing co-operation with others and at all times conform to the reasonable directions of your manager
- conduct your personal and professional life in a way which does not risk adversely affecting the Company's standing and reputation
- undertake such travel as may be required for the proper performance of your duties
- adhere to any policies and/or procedures in force; and
- be polite and courteous in your behaviour at all times and dress appropriately and maintain a high standard of tidiness.

6.2 Conduct outside working hours

While we have no intention or wish to intrude upon your activities or interests outside work, we would not expect you to be engaged in any activity outside working hours which is unlawful, could result in adverse publicity to the Company, or which would cause us to question your integrity, or prevents you from performing your duties and responsibilities to our satisfaction.

6.2.1 Work-related social events

Employees should also be aware that their conduct during work-related social events may be covered under Company policies. For the avoidance of doubt, a work-related social event is classed as an event attended by two or more employees and arranged by the Company. Examples of unacceptable behaviour include;

- Excessive alcohol consumption
- Abusive or aggressive behaviour
- Use of illegal substances
- Discriminatory behaviour (including race, sex, religion, age etc)
- Harassing/bullying behaviour
- Acts of vandalism
- Illegal acts
- Bringing the Company into disrepute
- Breach of confidentiality

6.2.2 Social Media communications

Unlawful or adverse conduct includes comments regarding work related events, employees/peers/management, clients, suppliers or activities that are made on Social Media platforms of any type, and are personal opinions that have not been approved as sanctioned marketing activities or promotional marketing by the Company or management or grievances.



If you have any issues or grievances with company practices or management, please address these issues internally with management or Human Resources so they can be resolved in the best most practical way for all.

For further information please refer to the Company's Disciplinary Policy.

6.3 Appearance

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

The Company adopts a 'business casual' dress code, the basis of which is below:

- (a) It is not necessary to wear a suit, unless meeting an external supplier, customer or conducting an interview.
- (b) Smart jeans may be worn. Very smart shorts are acceptable in summer months.
- (c) T-Shirts may only be worn if they are smart and do not display any offensive slogans or images.
- (d) Dark trainers may be worn provided they are in keeping with the overall smart appearance. Flip flops and other highly casual footwear are not permitted.

Employees are expected to use good judgement in determining appropriate dress. If you have any queries about what is appropriate, these should be directed to your line manager.

6.4 Employment of relatives and employee relationships

The Company permits the employment of employee's relatives as long as it does not create an actual or perceived conflict of interest, in the Company's opinion. A relative is classed as an employee's partner, child, parent, sibling, grandparent, aunt, uncle, cousin or corresponding in-law or step relation.

No employee is permitted to work under the 'chain of command' of a relative where the employee's work responsibilities, salary or career progression could be influenced by the relative.

Where a relationship develops while employed by the Company, the relationship should be declared to the Human Resources department. If the Company deems there to be a conflict of interest, the Company will consider transferring one individual.



6.5 Company premises

Where your office has key access or swipe card access you will be issued with the key or swipe card to allow you access. This remains the property of the Company. Loss of your key or swipe card must be reported immediately to the Office/Human Resources team.

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

The Office/Human Resources team should be informed in advance of all expected visitors.

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

6.6 Personal property

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

6.7 Telephones & correspondence

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

For further information please refer to the Company's Information Technology Usage Policy.

6.8 Smoking, alcohol and other substances at work

It is illegal to smoke in enclosed public spaces. Smoking is therefore strictly prohibited on all Company premises (including entrances and exits) and vehicles.

Employees wishing to smoke at their break time should do so outside the building and away from the entrance.

Bringing any unlawful drugs to the workplace, and/or consuming them at work, during work time or before work where the effects carry over to the workplace is strictly prohibited. Any such instances will be dealt with under the Disciplinary Policy and may lead to dismissal.



It is not permitted to consume or be under the influence of alcohol during work hours, with the following exceptions: when alcohol is provided at Company-related business functions after work hours, and when alcohol is used in external business entertainment as a legitimate, reimbursable business expense. Any breach of this standard which impacts on the Company's reputation, products or services, or which adversely affects the employee's performance of his/her duties, will be dealt with under the Disciplinary Policy and may lead to dismissal.

Managers have a duty to report any suspected substance or alcohol abuse immediately to Human Resources. An employee whose job performance, attitude, attendance or behaviour gives the Company reason to believe that the employee may be under the influence of alcohol or drugs may be subject to disciplinary action which may lead to dismissal.

6.9 Confidentiality

It is a condition of your employment that you have a duty of confidentiality with regards to the Company.

In the ordinary course of your employment you will be exposed to information about the business of the Company, any Associated Company (a subsidiary of the Company or a company of which the Company is a subsidiary) and the suppliers and customers of the Company and any Associated Company which is confidential or is commercially sensitive and which may not be readily available to competitors or the general public and which if disclosed will be liable to cause significant harm to the Company and any Associated Company.

You must not, either directly or indirectly, whether during or after your employment, except as authorised or required by your duties as an employee of the Company, disclose to any person or organisation or otherwise make use of any of the trade secrets, secret or confidential operations, processes or dealings or any information (other than that within the public domain) concerning the organisation, business plans, finances, transactions or affairs of the Company or any Associated Company (including lists of customers or clients) and any other information that you might reasonably expect the Company to regard as confidential which may come to your knowledge during your employment.

Any such breach of confidentiality would be deemed as gross misconduct except as otherwise provided or as permitted by any current legislation and could lead to your dismissal.

6.10 Whistleblowing

The Company is dedicated to providing value for its customers and conducting all its business in a professional and ethical manner. If you become aware of any unethical or illegal behaviour by the Company or any of its employees, you should report this to the Designated Whistleblowing Officer (DWO) immediately.

For further details, please see refer to the Whistle-blowing Policy.



6.11 Intellectual property

Under the terms of current legislation, an invention or discovery made by you will become our property if it was made:

- In the course of your normal duties or in the course of duties specifically assigned to you; or
- In the course of your duties, and at the time of making the invention, because of the nature of the duties and the particular responsibilities arising from those duties, you have a particular obligation to further our interests.

6.12 Statements to the Media

Only the Directors or their authorised substitute is authorised to make any communication or statement to the media in matters relating to the business. Any media enquiries should be directed to your manager.

6.13 Computer, email and internet use

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

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

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

Company email addresses are provided for responsible use on Company business and should not be used in any other way, other than occasional personal use.

For further information please refer to the Company's Information Technology Usage Policy.

6.14 Receipt of gifts

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



- They are in each instance of a very minor nature usually associated with accepted business practice, and subject to the gift not having a value of more than £10.
- They do not improperly interfere with your independence of judgement or action in the performance of your employment.

In every circumstance where a gift is offered, the advice of your line manager must be sought. If you are invited to a social or sporting event, with or without corporate hospitality, you must gain approval from your department head before accepting and attending the event.

6.15 Bribery and other corrupt behaviour

The Company has a strict anti-corruption and bribery policy in line with the Bribery Act (2010). A bribe is defined as: an inducement or reward offered, promised or provided in order to gain any commercial, contractual or regulatory or personal advantage.

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

6.16 Privacy of information and access to information

Everyone has rights with regard to how their personal information is handled. During the course of our activities we will collect, store and process personal information about our staff and we recognise the need to treat it in an appropriate and lawful manner. The information, which may be held on paper or on a computer or other media, is subject to certain legal safeguards specified in the Privacy Act 1988. The Act imposes restrictions on how we may use that information.

Anyone processing personal data must comply with the eight principles of good practice. Data must be:

- fairly and lawfully processed
- processed for limited purposes
- adequate, relevant and not excessive
- accurate
- not kept longer than necessary
- Processed in accordance with the data subject's rights
- secure
- not transferred to countries without adequate protection



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

For further information, please refer to the Data Protection Policy.

6.17 Changes in personal information for employment purposes

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

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

Personal data on employees is held in accordance with the provisions of the Company's Privacy Policy.

6.18 Corporate Governance

Employees should identify the management approvals required for all listed actions including agreeing contracts, various levels and types of expenditures, new hires, regulatory activities etc. In every case, the appropriate approvals should be gained before any action is taken.

If an employee is unsure of the management approvals required for an action, they have a responsibility to find this information before carrying out any actions. Any breach of this may be subject to disciplinary action, up to and including dismissal.

7.0 Valuing diversity and dignity at work

7.1 Valuing diversity

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

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



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

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

For further information, please refer to the Company's Diversity and Equal Opportunities Policy

7.2 Dignity at work

Every employee should be able to enjoy a working environment free from all forms of discrimination, harassment or victimisation. If a complaint of harassment is brought to the attention of management, it will be investigated promptly and appropriate action will be taken where necessary.

7.2.1 Bullying and harassment

The Company employs the following definitions:

Bullying may be characterised as offensive, intimidating, malicious or insulting behaviour, and includes an abuse or misuse of power intended to undermine, humiliate, denigrate or injure the recipient.

Harassment, in general terms, is unwanted conduct, which has the purpose or effect of violating the person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person in the workplace. It may be related to age, gender, gender re-assignment, marital status, sexual orientation, race, colour, ethnic origin, disability, religion or belief, nationality or any personal characteristic of the individual and may be persistent or an isolated incident. The key is that the actions or comments are viewed as demeaning and unacceptable to the recipient.

Sexual harassment is uninvited, unreciprocated or unwelcome behaviour of a sexual nature which is offensive to the person involved and causes that person to feel threatened, humiliated or embarrassed.

Sexual harassment may be experienced by men or women as a result of the conduct of men or women. It applies equally regardless of grade or level of job and may also occur when dealing with external clients and/or members of the public.

Discrimination and Vilification includes using threatening words or behaviour, displaying written material, playing a recording of visual images of sounds which are



threatening if there is an intention to stir up religious or racial hatred toward an individual or group of individuals based on them having a characteristic.

Bullying and harassment are not necessarily 'face to face'. They may involve written communication, email, telephone, cyber bullying, texts or entries on external websites. It may involve an individual against individual or involve groups of people.

7.3 Making a complaint

Anyone experiencing bullying or harassment, or anyone who is affected by the behaviour even though they are not the person the behaviour is directed towards, has a duty of care to themselves or their colleagues and can make a complaint.

The Company has a duty to investigate any complaint or suspected breach of the *Bullying and Harassment Policy* regardless of a request for confidentiality.

7.3.1 Informal procedure

If possible, the employee experiencing any bullying or harassment should state clearly to the person concerned that his or her behaviour is unacceptable and that it should cease. The individual may not realise their behaviour is unwanted or unacceptable and in such cases the misunderstanding can be resolved quickly.

7.3.2 Formal procedure

At any time, whether or not informal steps have been taken, an employee who feels that he or she or others have been bullied or harassed in a way that breaches this policy can raise the matter with their Line Manager or a member of the Human Resources department, either verbally or in writing, who will deal with it accordingly.

The Human Resources department and a Manager will conduct an investigation into the matter and inform the person against whom the complaint is made of the nature of the complaint and that the matter is being investigated formally.

If it is felt that an employee's behaviour may be in breach of the policy, the Company will consider suspending or temporarily re-deploying them. Once the investigation has concluded, both parties will be informed of the decision as soon as possible.

If the Manager upholds the complaint, he or she must immediately start the appropriate disciplinary procedure and the complainant must be advised of the outcome as soon as possible following disciplinary action.

For further information, please refer to the Company's Bullying and Harassment Policy



8.0 Disciplinary and Grievance

8.1 Disciplinary policy

You are expected to maintain a high standard of both personal and professional behaviour and to perform your role to the best of your ability. The Company will use the *Disciplinary Policy* to rectify issues such as unsatisfactory performance or misconduct.

If an employee is subject to the disciplinary process, they will normally be afforded a careful investigation prior to any action being taken. The employee will be advised of the nature of the complaint against them and will be given the opportunity to state their case before a decision is made.

If any disciplinary penalty is imposed, a full explanation will be provided. Unless the employee is dismissed for gross misconduct, they will receive the appropriate notice period, which may be paid in lieu. Examples of Gross Misconduct can be found in the Company's *Disciplinary Policy*.

Employees who have had disciplinary action taken against them will be given the opportunity to appeal any decision arising from any stage of the procedure.

For further information, please refer to the Disciplinary Policy.

8.2 Grievance policy

The Company's grievance policy is designed to resolve any work-related problems as quickly as possible. Where appropriate, grievances should be resolved informally with your line manager or Human Resources.

If the grievance is not resolved informally, or it is not appropriate to raise the matter informally, you should set out your grievance in writing to your line manager or Human Resources.

Human Resources will then arrange to hear the grievance with a manager before a decision is made. The decision will be put in writing and the employee will have the right to appeal.

For further information, please refer to the Company's Grievance Policy.

9.0 Pay and benefits

9.1 Salary arrangements

Your salary will be paid monthly by direct credit transfer to your designated bank account.

Your basic pay is outlined in your contract of employment.

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



If any queries arise with regard to pay, or if it looks as if a mistake has been made, speak to your line manager immediately so that they can take appropriate action. Unless agreed otherwise, any pay errors, whether of over or underpayment, will be rectified in the next salary payment. The Company does not provide employees with 'pay advances' of any kind.

Appropriate deductions will be made from pay including income tax and National Insurance contributions (NICs), which are subject to each employee's earning level, family status and the number of hours worked.

9.2 Income tax

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

9.3 Business travel

You will be reimbursed for any expenditure necessarily incurred in order to do your job when working away from your normal place of work. Public Transport and accommodation costs will be reimbursed at actual cost – appropriate receipts must accompany all claims. All expenditure of this kind must be approved by the Directors prior to the costs being incurred by the employee.

9.4 Benefits

You may be entitled to some of the benefits below as set out in your contract of employment.

For further information, please refer to the Benefits Policy.

9.5 Personal & Carer's Leave provision

9.5.1 Personal and Carer's leave

Personal and Carer's leave accrues at a rate of 10 days per year of employment for a Full time employee, Part Time staff are entitled to a prorated accrual based on the number of hours worked.

Personal and Carer's leave can be taken for periods of illness or emergency of oneself or a member of the employee's immediate family. A medical certificate or Statutory Declaration must be provided for each period of 2 or more days of consecutive Personal and Carer's leave, or for each 1 days leave where the company has noticed a pattern of Personal and Carer's leave being taken immediately before or after a weekend or public holiday.

Payment of Personal and Carer's leave will not be unreasonably withheld as long as you have complied with the notification requirements and have produced any necessary medical certificates, including Statutory Declarations.

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The Company reserves the right to refuse to pay Personal and Carers leave if it has reasonable cause to think that an employee is not genuinely sick, if it has cause to believe that an employee is abusing the Personal and Carer's leave scheme, if an employee has failed to comply with the notification requirements, or has not supplied the appropriate certification. If the Personal and Carer's leave scheme has been abused, disciplinary action may follow.

If time off is required for Medical appointments, please see clause 10.6 below.

10.0 Leave arrangements

10.1 Annual leave and public holidays

Details of your annual leave entitlement can be found in your contract of employment. Annual leave must be agreed with your manager as early as possible and before you make any plans. The Company will, where possible, try to accommodate individual preferences for annual leave dates but the needs of the business may have to take precedence, particularly where short or inadequate notice is given.

All sales employees follow the public holidays in their respective sales territory. If there are UK public holidays that are not public holidays in your sales territory you are required to be on duty unless a request for annual leave has been approved.

All support (non-sales) employees will follow UK public holidays unless otherwise advised by the line manager.

For further information, please refer to the Annual Leave Policy.

10.2 Parental Leave

In order to be eligible for Parental and Dad and Partner leave for the birth or adoption of a child, you must supply the information requested in the *Parental Leave Policy*.

Prior to your departure on parental leave, your line manager and a representative from Human Resources will meet with you to discuss your eligibility, rights and entitlements during your leave and the level of contact you would like with the Company. You should feel free to raise any queries or concerns you have at this meeting.

Your line manager may also offer you up to 10 paid "Keeping in Touch" days during your parental leave. It is up to you and your manager if you wish to work these days. The rate of pay for the work will be as per your normal pay rate. Your right to parental leave will not be affected.

Parallel arrangements are available for the adoption of a child.

For further information please refer to the Company's Parental Leave Policy.



10.3 Dad and Partner leave and pay

You may be eligible to take Dad and Parental Leave which is a maximum of two weeks leave, following the birth of a child, taken in order to support the mother or carer for the new child. It can be taken as agreed with your manager and as allowed for in applicable legislation.

For further information please refer to the Company's Parental Leave Policy.

10.4 Medical appointments

Medical and dental appointments should be made outside of your normal working hours or during your annual leave (except antenatal appointments). If this is not possible, please refer to your line manager who may be able to agree a mutually convenient time in order to avoid any adverse effect on the Company's ability to carry out its day to day operations.

10.5 Jury service

If you are summoned for jury service, you should notify your manager immediately and provide them with a copy of the summons before you confirm your attendance. The Company may ask you to apply to defer jury service in situations where it would adversely impact the business operations. The Company will support you with such documentation as needed.

You may qualify for up to 10 days part payment by the Government, the Company will top up any shortfall for that time.

If you are released early on any day during jury service, you should make every effort to attend work.

10.6 Compassionate Leave

Full Time and Part Time employees are entitled to up to 2 days paid and 2 days unpaid Compassionate leave for each event of serious illness or bereavement of a close family member. Close family members include parents, siblings, children, spouses or partners, grandparents or grandchildren. The Company may choose to extend these parameters at their discretion.

10.7 Adverse weather/Transport Strikes/Natural Disasters

All employees should make every effort to attend work. However, where weather conditions, natural disasters such as fires or floods or transport strikes make this impossible, you should notify your line manager as described in the [Notification of Absence](#) section.

10.8 Emergency Services/Volunteer leave

The Company may approve paid or unpaid time off to allow you to participate in Emergency Services activities where you are an official member or volunteer at their discretion.



You may be asked to take the time missed as annual leave or unpaid leave, as the company deems appropriate.

11.0 Health and safety

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

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

11.1 Procedure in the event of an accident

An Accident Book is available at each site and it is the responsibility of each individual employee to report and record any accident involving personal injury within 24 hours if possible. This is important so the appropriate documentation can be completed, the relevant claims made to the Company Work Cover insurers, as well as any actions that need to be taken by the company can be taken to avoid or minimise the chance of re-occurrence.

Any accident or near miss occurrence (i.e. no one was injured but the incident had the potential to injure or kill) at work should be reported immediately to the Health & Safety Officers so a workplace risk or hazard identification assessment can be made, consultations undertaken and any actions required to minimise or mitigate any actual or further risk of injury or accident can be taken.

All employees who are absent from work following a work related accident may qualify for Workers Compensation payments. Please see the assigned Work Health and Safety Officer as soon as possible to ensure the required actions are able to be taken by both parties.

It is the aim of the company to get any injured employee back to their pre-injury work or reduced duties, as soon as they are deemed capable by their Medical practitioner. The employee may need to complete a *Return to Work Form*, which will assist the parties in this process.

Please see your Work Health and Safety Officer for all forms that need to be completed in conjunction with your line manager. Employees are not expected to complete these forms themselves.

For further details, please refer to the Company's Health & Safety Policy and Accident and Incident Reporting Procedure.

11.2 First aid

The Company believes that best practice is to ensure employees have access to a trained First Aider or Appointed Person (someone who can take charge in the event of an accident). Details of these trained employees will be available via the Flashbay Wiki or from your line manager and you should familiarise yourself with names and contact details.



11.3 Fire safety

Action to take when the fire alarm goes off:

- Immediately stop what you are doing and walk (do not run) to the nearest available safe fire exit. If your nearest exit/route is obstructed, choose another route. Make sure that you are aware of the fire exits and routes in your area.
- Follow the instructions of your designated Fire Warden/Manager/Officer Manager.
- Direction signs should indicate the route to your fire exit. These comprise a white arrow on a green background sometimes accompanied by the words 'FIRE EXIT' and also a pictogram of a running man. The arrows indicate the direction of the nearest fire exit.
- Do not use a lift to leave the building - always use designated stairs.
- Make your way to the appropriate assembly point.
- Once you are at the assembly point you should report to the Fire Warden, so that they can account for the people in their designated area.
- Do not leave the designated assembly point, or attempt to re-enter the building, until you have been instructed to do so by the Fire Warden.

Action to take if you discover a fire:

- RAISE THE ALARM! This can be achieved by breaking the glass on the call points or by shouting the instruction "Fire – call the fire brigade".
- Raise the alarm even if your building is fitted with an automatic fire alarm system, which has not yet activated - you must not wait for it to do so of its own accord. The alarm must be raised for every occurrence of a fire, no matter how small it appears to be. This will ensure that people in the building have adequate notice to evacuate should it begin to spread quickly. In addition, modern furnishings may allow the fire to develop unnoticed, so time is of the essence if everyone is to get out safely.
- Call the fire brigade at the earliest available, and safe, opportunity and do not attempt to tackle the fire unless you have been appropriately trained and can safely do so. Unless you have been trained you could be putting yourself or somebody else at risk.

12.0 Training and development

The Company aims to provide training opportunities which will provide:

- An induction programme which all employees will be required to undertake and will assist employees settling into their new role/job.
- Access to training and development opportunities to enable employees to develop relevant skills and acquire knowledge to underpin their current role and career aspirations.



12.1 Personal development

We encourage our employees to undertake training that is appropriate to their duties, responsibilities or development.

Should the Company require you to attend any internal or external training, this will be discussed and agreed in advance with your manager and Human Resources.

12.2 Annual performance reviews

Your performance and the continuing development of your skills and expertise are important aspects of your career with the Company. While you may ask for feedback at any time during the year, the formal review will take place annually.

12.3 Further Education

If the Company agrees to pay any fees a training agreement will be put in place. If the employee leaves the Company voluntarily the employee agrees to make the following payments to the Company:

- Employee leaves within 12 months of the course completion or during the course – 100% of the fee must be refunded to the Company by the employee.
- Employee leaves within 12 to 18 months of the course completion – 50% of the fee must be refunded to the Company by the employee.

13.0 Leaving the Company

13.1 Notice periods

Your notice period will be stated in your contract of employment.

13.2 Working notice

In all cases the Company reserves the right to enforce your full notice period. You may be required to use your remaining annual leave entitlement during your notice period. If this is not possible, your manager may agree to make a payment in lieu of your accrued but untaken annual leave.

If your contract is terminated and you are in possession of Company property (including computer files), you should make your manager aware of these, and arrange for them to be handed back to the Company. You remain bound by the confidentiality arrangements and restrictive covenants outlined in your contract of employment.

If deemed appropriate and as an alternative to working your notice, the Company reserves the right either to transfer you to other suitable duties during your notice period, to require you to accept payment in lieu of any entitlement to notice, or not to offer you any work during the whole, or any part, of the notice period and require you not to attend work during this time. Where you are not offered work and are not required to attend work, you will continue to receive your normal salary and any contractual benefits to which you are entitled during the notice period. You are not permitted to undertake any other form of



employment, whether paid or unpaid, during the notice period, without the Company's prior written permission.

13.3 Other conditions on leaving

On leaving, the Company will deduct from any money due to you such sums as you may owe to the Company. These may include, but are not restricted to, any loans, unreturned or damaged equipment, court orders and payment made for holidays taken in excess of entitlement.

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

Before leaving, you must hand over to your manager all articles belonging to the Company, including your swipe card/key fobs/keys and any documents, equipment and computer software used at home. Documents and software include (but are not limited to) correspondence, diaries, address books, databases, files, reports, plans, records or any other medium for storing information. You should not retain any copies, drafts, reproductions, extracts or summaries of documents and software.

Should your employment be terminated following disciplinary action it is likely you will receive payment in lieu of notice. However, as there are numerous reasons as to why someone is dismissed, payment in lieu of notice will be reviewed on an individual basis taking into consideration the reasons behind the dismissal.

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

13.4 Retirement

The Company does not operate a default retirement age policy and as such, employees do not automatically retire at a certain age. We acknowledge that retirement is a matter of choice for individuals and will not pressurise employees into resigning because they have reached or are approaching a certain age.

Employees are free to retire whenever they choose or to seek alternative roles or working patterns.

We are proud to employ people of all ages and consider that age diversity is beneficial to the organisation. We are committed to not discriminating against employees because of age and adhere to the principles set out in our *Diversity and Equal Opportunities Policy*.

You or your manager may want to discuss your short, medium and long-term plans, as the need arises. For example, a promotion opportunity may arise, or, if your circumstances change, you may want a different working pattern or to stop work altogether. We need to plan for the business, and so may indicate to staff from time to time that it would be helpful to know what their plans are. There is no obligation for us or you to hold workplace discussions about your future plans, but it may be mutually beneficial to do so.



13.5 Redundancy

In the event that the Company is faced with a potential redundancy situation it will follow certain procedures before any final decisions are taken.

All employees potentially affected by proposed redundancy will be notified of the proposals and there will be full and meaningful consultation with the target group(s) concerned. Selection criteria (where applicable) will be discussed with the target group(s) and no final decision will be taken without every opportunity having been given to the employees concerned to consult with management and explore possible alternative positions.

For further information please refer to our detailed Redundancy Policy.



Confirmation of receipt of Handbook form

Flashbay Pty Ltd

Name:	
Job Title:	
Department:	
Line Manager:	

I confirm I have access to a copy of the Flashbay Employee Handbook and that I have read and understood the contents and those of its associated policies and manuals.

I also confirm that I have sought clarification from my line manager and/or Human Resources on any issues outlined in the Handbook which I am not clear about.

Signed: _____

Date: _____

Please return this form duly completed and signed to the Office/Admin team.

