



RAM UNIVERSAL LTD.

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STAFF HANDBOOK

28 June 2018



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INTRODUCTION

STAFF HANDBOOK

Welcome to Ram Universal Ltd who have been supplying high quality and bespoke valves and control solutions throughout Europe since 1982. We concentrate on the supply of all types of valves into the process industry and can design and manufacture one off solutions to meet specific customer requirements. We pride ourselves on the technical knowledge which we have gained since our conception and we are confident we supply a valve or control solution to fit almost any process condition.

You are joining a team of professionals who are dedicated in helping to make the Company successful with each one playing an important role.

Our aim is to ensure that our customers who rely on us to deliver quality products and service on time will have their expectations exceeded. Our intention is to build on the reputation already achieved and to grow the business to ensure a long and prosperous future for all employees.

The policies and procedures contained in this Handbook are not intended to form part of your terms and conditions of employment with the Company and as such may be amended from time to time by the Company. The Handbook has therefore been designed as a reference document that can be updated easily. If main policies are altered, you will be sent the new information so that you can replace the appropriate pages. Any new inserts will contain the relevant date and an updated version number, together with an updated Content listing.

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

If you have any queries on this document or need more information, please feel free to contact one of the Directors who will certainly be able to find an answer for you.

Robert James and Richard James

Managing Directors



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1. STARTING WITH RAM UNIVERSAL LTD

YOUR INDUCTION

Ram Universal Limited believes its employees are its greatest assets and recognises its responsibility to ensure they are afforded appropriate development throughout their employment. This development begins at the Induction stage when a new employee joins.

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

The content and duration of the induction programme will be dependent on the scope and complexity of your job, and your Director/Manager will outline this in detail to you on your first day with us.

STATEMENT OF TERMS & CONDITIONS (CONTRACT OF EMPLOYMENT)

As an employee of Ram Universal Limited, you will have received a document setting out specific terms and conditions of service within your Contract of Employment as they relate to your job role. This includes details of start date of employment or any continuous service date; salary and intervals of payment; hours of work; holiday entitlement; details of sick pay; details of notice periods by the company or employee; job title; place of work. Details of your employment and personal details are maintained by the business, and such information is treated in the strictest of confidence and in accordance with the Data Protection Act.

Ram Universal Limited reserves the right to change its terms & conditions and employment policies from time to time. You will be notified at the earliest opportunity of these changes by way of general notice to all employees affected by the change. When any part of the contract changes, we will give you a written statement of the change at the earliest opportunity.

It is most important that you inform your Director/Manager of any change of name, marital status, address or next of kin as soon as possible.

EMPLOYMENT REFERENCES

Your engagement is subject to satisfactory references from previous employers being received whether before or after the commencement of employment. An unsatisfactory reference may result in the termination of your employment.

REMUNERATION

It is a condition of engagement that salary payments are made by direct credit transfer to a bank or building society. Payments are made monthly on the 25th of each month.

PROBATION PERIOD

The first six months of your contract will be regarded as a probationary period in order that your suitability for the job you have been employed to carry out can be assessed. During this time, your contract may terminate with one week's notice if your performance does not meet the required standards or without notice in the event of a misconduct.



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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. Please refer to the Sickness & Absence Policy for full absence procedures.

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

HOURS OF WORK/WORKING TIME REGULATIONS

Your normal hours and working pattern will be specified in your Contract of Employment.

Ram Universal Limited reserves the right to vary your hours and pattern of working, following consultation and agreement with you.

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

The company seeks to observe the legislation governing hours of work, rest periods, risk assessments and any other aspects of the Regulations.

OVERTIME

Overtime is only paid where agreed as part of the designated job role.

EQUIPMENT POLICY

The Company will supply the employee with the necessary equipment to carry out their role including any personal protection equipment. However, should the employee lose or damage the equipment, the company have the right at their discretion to charge the employee for any loss to replace or repair.

All equipment must be returned to the company on termination of employment by either party.

OTHER EMPLOYMENT

You must obtain written consent of a Company Director if you intend to engage in, or contract any additional employment, with any business or commercial venture.

This is to ensure that all members of staff give their full professional commitment to the Company and do not conflict business interests. If an employee's performance is brought into question, Ram Universal Limited reserves the right to take account of this secondary employment.

Employees may not, without prior written approval, devote any time to any business other than the business of the Company which may conflict with the Company's business interests or affect the Company's reputation or relations.



2. STANDARDS AT WORK

COMPANY TELEPHONE

Ram Universal Limited telephone lines are for the strict use of the company's business. Essential calls concerning the employee's domestic arrangements or an urgent or sensitive personal call are permitted with the agreement of a Director/Manager of the company. Time engaged on personal calls results in lost productivity. If it is discovered that employees are using the telephone for use other than essential personal calls, this will be dealt with under the company's disciplinary procedure.

Some employees are required to travel by car/van on the Company's business as part of their job role. Using a mobile phone whilst driving reduces concentration and increases the likelihood of an accident. It is illegal to use a hand held mobile device whilst driving. Drivers should concentrate on their driving and avoid distractions. Consequently, all hand-held mobile phones should be switched off until employees have reached their destination or have stopped in a safe place or used in conjunction with a hands free equipment.

Work mobile phones are provided at the discretion of the Company taking into account the requirements of the job. Work mobile phones and any equipment/accessories supplied for their use remain the property of the Company at all times and must be returned to the Company on demand or on the employee's last day of employment.

Work mobile phones may be used for private calls with prior permission from a Director. All personal calls will be at the employee's expense and employees will be sent an itemised bill for their personal calls and sums owed may be deducted from the employee's salary.

It is a criminal offence to use a hand-held mobile phone while driving. The use of mobile phones by employees while driving is only permitted when a hands free kit is fitted.

PERSONAL MOBILE PHONES

Personal mobile phones may be used for private purposes during working hours for emergency purposes only or in a designated break. They should in no way interfere with employees' work or that of their colleagues.

CONFIDENTIALITY

It is a condition of your employment that you have a duty of confidentiality with regards to Ram Universal Limited.

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

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



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COMMUNICATIONS

All employees should be mindful of what constitutes confidential or restricted information and ensure that such information is never disseminated in the course of communications without express authority.

Ensure that they do not breach any copyright or other intellectual property right when making communications.

Ensure that they do not bind themselves or the Company to any agreement without express authority to do so.

Be mindful of the fact that any communication may be required to be relied upon in court, to the advantage or the detriment of the individual or the Company, and conduct their use of communication systems and equipment accordingly

Any breach of this policy may lead to Disciplinary action including dismissal.

COMPUTER AND INTERNET POLICY

Any user found to be misusing the communications equipment and systems provided by the Company will be treated in line with the company's disciplinary procedure.

The Company provides access to the internet for the sole purpose of business and to assist users in the furtherance of their duties.

Users must not use the internet to gain or attempt to gain unauthorised access to computer material or private databases, including restricted areas of the Company's network. Nor must they intentionally or recklessly introduce any form of malware, spyware, virus or other malicious software or code to the communications equipment or systems of the Company.

Users must not access or attempt to access any information which they know or ought to know is confidential or restricted.

Users must not download or install any software without the express permission of a company Director.

Users must not attempt to download, view or otherwise retrieve illegal, pornographic, sexist, racist, offensive or any other material which may cause embarrassment to the corporate image of the Company. Any such attempt will constitute a disciplinary offence and in addition to internet access being reviewed, reduced or withdrawn, may be subject to disciplinary action or summary dismissal.



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COMPUTER AND INTERNET POLICY

Social Media Sites

Users may not use social media for personal purposes at any time during working hours on computers, mobile devices or other communications equipment provided by the Company or on computers, mobile devices or other communications equipment belonging to themselves, whether via the Company network or otherwise.

However, during breaks and lunchtimes, the company may allow use of the internet for personal use at the discretion of the Directors.

If, in any contribution or posting which identifies or could identify the user as an employee, agent or other affiliate of the Company, the user expresses an idea or opinion he/she should include a disclaimer which clearly states that the opinion or idea expressed is that of the user and does not represent that of the Company.

Company E Mail

The email address with which users are provided by the Company is provided for business purposes in order to facilitate information sharing and timely communication with clients, colleagues, suppliers, etc. Any Company business which is conducted via email must be conducted through the Company email and is under no circumstances to be conducted through any other personal email address or account.

All emails should be proof read before transmission, which includes ensuring that any attachments referred to in the text are attached and are correct and the intended recipients' email addresses are correct.

Users must not email any business document to their own or a colleague's personal web-based email accounts.

Use of Company email for any personal matter is prohibited.

Users should at all times remember that email messages may have to be disclosed as evidence for any court proceedings or investigations and may therefore be prejudicial to both their and the Company's interests. Users should remember that data which appears to have been deleted is often recoverable.

Personal E Mail and Web browsing

Users are not permitted to access their personal email accounts via Company communication systems. They should be accessed during breaks and lunchtimes via personal phones.



COMPUTER AND INTERNET POLICY

Security & Monitoring

Users must not download or install any software or program without the express permission of a Company Director.

Users must not share any password that they use for accessing Company communications equipment and systems with any person, other than when it is necessary for maintenance or repairs requested by a Company Director. Where it has been necessary to share a password, the user should change the password immediately when it is no longer required by a Company Director. Users are reminded that it is good practice to change passwords regularly.

Users must ensure that confidential and sensitive information is kept secure. Workstations and screens should be locked when the user is away from the machine, hard copy files and documents should be secured when not in use and caution should be exercised when using company mobile telephones outside of the workplace.

When opening email from external sources, users must exercise caution in light of the risk viruses pose to system security. Users should always ensure that they know what an attachment is before opening it. If a user suspects that their computer has been affected by a virus they must contact a Company Director immediately.

No external equipment or device may be connected to or used in conjunction with the Company's equipment or systems without the prior express permission of a Company Director.

The Company may monitor users' communications for the following reasons:

- To ensure Company policies and guidelines are followed, and standards of service are maintained
- To provide evidence of transactions and communications.
- To help combat unauthorised use of the Company's communications equipment and systems and maintain security.
- If the Company suspects that a user has been viewing or sending offensive or illegal material.
- If the Company suspects that a user has been spending an excessive amount of time viewing non-work-related sites and/or sending and receiving an excessive number of personal emails.
- To better understand the requirements of the Company in terms of the provision of communications equipment and systems.
- Users should be aware that all internet and email traffic data sent and received using the Company's communication systems is logged, including websites visited, times of visits and duration of visits. Any personal use of the internet will necessarily therefore be logged also. By using the Company's communications equipment and systems for personal use, users are giving consent to personal communications being logged and monitored by the Company. The Company shall ensure that any monitoring of communications complies with the Data Protection legislation.
- When monitoring emails, the Company will normally restrict itself to looking at the address and heading of the emails. However, if it is considered necessary, the Company may open and read emails. Users should be aware that sensitive and confidential communications should not be sent by email because it cannot be guaranteed to be private.



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SMOKING AND OTHER SUBSTANCES

Legislation now exists which makes it illegal to smoke in enclosed public spaces. Smoking (including e-cigarettes) is therefore strictly prohibited in all Ram Universal Ltd vehicles and premises except for the designated smoking area, ie car park/rear of building. This applies to all employees and visitors to the company premises.

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

It is against company policy to sell, purchase, possess, supply or use controlled substances or volatile substances, or drive Company vehicles or private vehicles on Company business whilst under the influence of alcohol or controlled substances or volatile substances

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

COMPANY SOCIAL EVENTS

From time to time the company may offer the opportunity to attend company social events. Even though such events will usually occur outside normal working hours and away from the work place, Ram Universal Ltd standard code of conduct will apply for the protection and comfort of all.

Employees have a responsibility to take reasonable precautions for their own health and safety and that of others who may be affected by their acts and omissions. There is also an expectation of appropriate behaviour, where all employees can enjoy work-related social events free from harassment and other abusive behaviour.

Specifically, employees attending work-related social events must adhere to the following:

- Employees should consume alcohol only in moderation at work-related social events.
- It is strictly forbidden for any employee to use illegal drugs at any work-related social events.
- Employees should not drink and drive.
- Employees should not say or do anything at a work-related social event that could offend, intimidate, embarrass, or upset another person. Improper conduct or other unacceptable behaviour will not be tolerated and is a serious disciplinary matter.
- Employees must not behave in any way at a work-related social event that could reflect badly on Ram Universal Ltd.

Any breach of the above rules will render the employee liable to disciplinary action under the Company's disciplinary procedure, up to, and including, dismissal.

All employees are required to report for work the day after a work-related social event unless the employee has arranged in advance to take it as a day's annual leave. Any unauthorised absence will be treated as a disciplinary matter.



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CONDUCT OUTSIDE WORK

It is well established in law that employees' actions outside the workplace can amount to misconduct, provided there is a clear link between that behaviour and the employees' organisation or their role within it. This could include, for example:

- Behaviour which has brought, or has the potential to bring, the company into disrepute, perhaps because the employee and employer have been identified in the press or other media.
- Actions outside work which have a detrimental impact on the workplace or which are linked to work - for example, poor behaviour at a workplace party.
- Conduct which is incompatible with the role carried out by the employee - for example, cases involving dishonesty or theft outside work.

Employees should consider the above at all times outside work.

Any potential breach of the above may lead to disciplinary action.

HEALTH & SAFETY AT WORK

Ram Universal Ltd 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 a Director immediately.

Employees should be aware of the evacuation procedure in case of an incident and be aware of who the first aider is for the company. Please ask your Director should you not be aware.

Health and Safety is a joint responsibility and we would ask that you report any incident or danger that may lead to an accident, or any faulty equipment, to a Director. Gangways, passages and fire exits should never be obstructed.

If you suffer an injury at or during the course of your employment with the Company, you or someone on your behalf must immediately report this to a Director, who will record the matter in the company's accident book and, if necessary, contact the relevant authorities.

If you are at all concerned that you are being placed in a dangerous situation through your employment, you must discuss this with a Director.

A copy of the Company's Health and Safety Policy is available within this Staff Handbook. Deliberate or reckless breach of this policy will be dealt with under the Disciplinary Policy and may result in disciplinary action up to and including dismissal.



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EQUAL OPPORTUNITY POLICY

Ram Universal Ltd recognises and promotes equal opportunities to all persons without discrimination. The following sets out the company's position on equal opportunity in all aspects of employment, including recruitment, giving guidance and encouragement to employees at all levels to act fairly and prevent discrimination on the grounds of sex, race, marital status, part-time and fixed term contract status, age, sexual orientation or religion.

The company aim is to ensure that no job applicant or employee receives less favourable treatment on the grounds of sex, race, marital status, disability, age, part-time or fixed term contract status, sexual orientation or religion, or is disadvantaged by conditions or requirements that cannot be shown to be justifiable. The organisation is committed not only to its legal obligations but also to the positive promotion of equality of opportunity in all aspects of employment.

The company recognises that adhering to the Equal Opportunities Policy, combined with relevant employment policies and practices, maximises the effective use of individuals in both the organisation's and employees' best interests. Ram Universal Ltd recognises the great benefits in having a diverse workforce with different backgrounds, solely employed on ability.

The application of recruitment, training, and promotion policies to all individuals will be on the basis of job requirements and the individual's ability and merits.

Any complaints of discrimination will be pursued through the company's Grievance Procedure.



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BRIBERY/BUSINESS GIFTS AND HOSPITALITY

Ram Universal Ltd is committed to the practice of responsible corporate behaviour and to complying with all laws, regulations and other requirements which govern the conduct of our operations. The company operates a zero tolerance on bribery.

The Company is fully committed to instilling a strong anti-corruption culture and is fully committed to compliance with all anti-bribery and anti-corruption legislation including, but not limited to, the Bribery Act 2010 and ensures that no bribes or other corrupt payments, inducements or similar are made, offered, sought or obtained by us or anyone working on our behalf.

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.

Gifts and Hospitality

Gifts and hospitality remain a legitimate part of conducting business and should be provided only in agreement with a Director. Gifts and hospitality can, when excessive, constitute a bribe and/or a conflict of interest. Care and due diligence should be exercised at all times when giving or receiving any form of gift or hospitality on behalf of the Company.

The following general principles apply:

- Gifts and hospitality may neither be given nor received as rewards, inducements or encouragement for preferential treatment or inappropriate or dishonest conduct.
- Neither gifts nor hospitality should be actively sought or encouraged from any party, nor should the impression be given that the award of any business, custom, contract or similar will be in any way conditional on gifts or hospitality.
- Cash should be neither given nor received as a gift under any circumstances.
- Gifts and hospitality to or from relevant parties should be generally avoided at the time of contracts being tendered or awarded.
- The value of all gifts and hospitality, whether given or received, should be proportionate to the matter to which they relate and should not be unusually high or generous when compared to prevailing practices in our industry or sector.

All gifts and hospitality, whether given or received, must be communicated to the Directors.



3. EMPLOYEE INFORMATION

DRESS CODE

Employees of Ram Universal Ltd are expected to maintain an appropriate standard of dress, appearance and hygiene to ensure that the Company's professional image and reputation are maintained. This policy is designed to guide employees on the required standards of dress and appearance.

Employees are required to be neat, clean, well-groomed and presentable whilst at work, whether working on the Company's premises or elsewhere on Company business.

Employees are expected to wear the appropriate smart/casual attire suitable for business purposes during all working hours as follows:

- Smart/Casual Dress. Appropriate shoes must be worn. Smart dress when receiving visitors or visiting clients.
- PPE provided by the company applicable to job role. Safety footwear can be purchased for those employees who are required to wear them for health & safety purposes.
- Hair should be neat, tidy and well-groomed.
- Jewelry must not be excessive or unconventional.

Excessive or offensive tattoos and body piercing are not considered appropriate for the Company's professional work environment. Tattoos should be covered and not visible, i.e. arms, neck, etc.; this is mandatory for any client/supplier visits to the company premises or at client premises.

If employees have received feedback on their own personal dress and do not comply with the requirements of the company, then they will be subject to disciplinary action. In addition, and depending on the circumstances, employees may be required to go home and change their clothing. If this happens, employees will have no right to be paid for the duration of any absence from work.

The Company recognises the diversity of cultures and religions of its employees and accepts that members of certain ethnic or religious groups are subject to strict religious or cultural requirements in terms of their clothing and appearance. Employees may wear appropriate religious and cultural dress unless it creates a health and safety risk to the employee or any other person or otherwise breaches this policy.

Subject to necessary health, safety, security and hygiene requirements, the Company will take a sensitive approach and not insist on dress rules which run counter to religious or cultural norms. However, priority will be given to health and safety, security and other similar considerations. If employees have any queries on this, they should discuss with a company director.

This policy is not exhaustive in defining acceptable and unacceptable standards of dress and appearance and the Company expects employees to use their common sense in dressing for work. The management team of Ram Universal Ltd will be the sole judge of what is and is not appropriate for the purposes of this policy.

The Company will review this dress and appearance policy periodically to ensure that it reflects appropriate standards and continues to meet our needs.



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COMPANY CAR POLICY/USE OF OWN CARS

You will be notified individually if you are entitled to a Company car/van as part of your remuneration and benefits package. Your entitlement is subject to the following terms and conditions of this Policy. If you do not comply with your obligations under this Policy, the Company shall be entitled, at its sole discretion, to withdraw or limit your use of the Company car/van. The company do not offer car allowances in lieu of company car/van.

- The Company will pay/arrange for the Company car/van to be comprehensively insured and taxed.
- Before being allocated a Company car/van, you must show proof that you hold a current driving license and declare any current criminal convictions.
- You are responsible for ensuring that your Company car/van is kept clean (both inside and out) and is maintained in a roadworthy condition. The Company will reimburse all reasonable servicing and maintenance costs properly incurred (excluding car valet or car wash charges) on the production of garage invoices.
- Fuel costs incurred on Company business will be reimbursed at the specified rate per mile, and should be recovered as expenses in the normal way. Copies of petrol receipts must be provided to the Company (credit card receipts alone will not suffice) and should at least cover the business mileage claimed.
- For those employees issued with a company vehicle together with a fuel card, the fuel card should be used for fuel.
- A mileage log must be maintained by all drivers.
- If a temporary vehicle has to be hired due to the company vehicle being under repair, this can be sanctioned by a Director only. The company will be responsible for the insuring of the hired vehicle.
- If you are on long term absence, the company may consider withdrawing the car from use in order to continue its business. This would be done in consultation with the employee and having taken further advice.
- To report at the earliest opportunity any damage to the car/van or any accident arising from its use, regardless of how the damage or accident occurred. Failure to do so may lead to loss of insurance cover for the damage or accident, in which event you will be liable to indemnify the Company for the loss.
- To report to a Director at the earliest opportunity any incident involving the Police which arises from use of the Company car/van.
- To ensure that you comply with all the relevant Company policies whilst using the Company Car/van, including the policies on smoking, drugs, alcohol and mobile phone use.
- To assist the Company with insurance claims or investigations into accidents, damage or Police enquiries arising from use of the Company car/van.
- The car/van may not be taken out of the UK without prior permission of the Managing Director. If the car/van is being used for private purposes, the employee will be responsible for all repatriation costs in the event of breakdown.
- The company vehicle may not be used for towing unless prior permission is sought from the Managing Director.



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COMPANY CAR POLICY/USE OF OWN CARS

- The company reserve the right to inspect the vehicle at any time without warning
- Company cars/vans are the property of the company and may be used by any employee designated by the company. Where a car/van is allocated to a specific employee and is not required by that employee for business purposes, then the vehicle may be used by any designated employee.
- Only employees of Ram Universal Ltd are permitted to drive company vehicles.
- If you or the Company become involved in criminal proceedings in connection with your use of the Company car or any use by the named driver or any other person to whom you have expressly or impliedly given permission to use the car, you will be responsible for all parking fines and charges, costs, fines, criminal compensation and any other financial or license liabilities connected with or arising from such criminal proceedings. If the Company initially pays some of the above liabilities, you will reimburse such sums to the Company as soon as possible or funds will be deducted from salaries.

TERMINATION OF EMPLOYMENT

If you are summarily dismissed, you shall return the Company car/van on your last day at work in accordance with the Company's instructions, and shall not be entitled to any further use or benefit of the car or to any compensatory payment in lieu.

If you are entitled to a Company car/van for personal and business use, the use of the vehicle may, at the Company's discretion, be withdrawn during any period of notice, garden leave or paid suspension. In these circumstances, an allowance in lieu of the benefit of the car/van will be paid instead.

USE OF PERSONAL VEHICLE FOR COMPANY BUSINESS

For those employees who use their personal car for business use, the car should be completely roadworthy, fully insured and have current MOT and tax. Any maintenance required for regular services or repairs for break-down should be carried out in the employee's own time. If the car is off the road and it has been agreed at the outset that an employee is required to use their own car for company business, then the employee should make alternative arrangements in order to continue to work mobile.

Use of the employee's own vehicle whilst on Company business requires that the employee must be in possession of business insurance. Evidence of the insurance cover must be provided each time the cover is renewed. Details will be kept in the employee record file.



PERSONAL SAFETY WHILST DRIVING

The company's prime objective for company car/van drivers is to ensure safety whilst driving at all times. The company vehicle driver/employee should:

- Never drive while under the influence of alcohol or drugs.
- Remember that some prescription drugs can adversely affect the ability to drive and you should check with doctor or pharmacist.
- Ensure that the driver/employee informs their Director of any changes in circumstances such as penalty points, change in any prescription medication or changes to health that affect their ability to drive safely.
- Have regular eye tests and ensure that any necessary corrective eyewear is worn.
- Never use a mobile phone whilst driving the company vehicle always unless the car/van is fitted with a hands-free device. It is illegal to use a hand held mobile phone whilst driving.
- Drive within speed limits and to the speed dictated by conditions, which may mean driving at less than the limit.
- Allow extra journey time and breaks where required, to allow for bad weather, traffic congestion, etc.
- Be aware that fatigue is more of a problem at certain times of day and when nearing the end of a long journey. There is an increased likelihood of falling asleep in the afternoon and in the early hours of the morning.



4. BULLYING & HARASSMENT POLICY

INTRODUCTION

Ram Universal Limited wishes to provide a stimulating and supportive working environment which will enable its staff to fulfil their personal potential and creativity. Such an environment cannot exist where any member of staff is subjected to harassment, intimidation, aggression or coercion.

The Company is fully committed to the principles of equality and diversity in the workplace and regards harassment as a form of discrimination. As such the Company will not tolerate any form of bullying or harassment.

The Company will treat all complaints of harassment and bullying seriously and will investigate them promptly and in confidence.

WHAT IS HARASSMENT OR BULLYING?

Harassment is unwanted conduct which violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment. It may be on the grounds of sex, marital status, race, disability, religion or beliefs, sexual orientation, age or gender reassignment. For the purposes of this Policy this list should be considered non-exhaustive, and harassment or bullying on any grounds will not be tolerated by the Company.

Harassment may be persistent or an isolated incident, obvious or subtle, face-to-face or indirect.

Examples of behaviour which may constitute harassment or bullying include (but are not limited to):

- Professional or social exclusion.
- Insulting behavior.
- Unwelcome sexual advances or physical contact.
- Physical assault.
- Verbal abuse, threats, derogatory name calling, insults or offensive or embarrassing jokes.
- Offensive e-mails, texts or visual image.
- Inciting others to commit any of the above.

UNLAWFUL GROUNDS OF HARASSMENT OR BULLYING

The Company wishes to reiterate that it will not tolerate any instance of harassment or bullying regardless of the grounds. This Policy will equally apply to work related events even if they occur away from the normal workplace. The following are expressly unlawful grounds by which a person may experience harassment or bullying: Sex, Marital Status, Gender Reassignment, Sexual Harassment, Race, Disability, Sexual Orientation, Religion or Belief, Age or harassment or bullying because of a personal raising a Grievance.



REPORTING HARASSMENT/BULLYING

Any employee who feels that they have been subjected to harassment or bullying by any other member of staff, should raise the matter as soon as reasonably practicable.

Employees can raise a complaint informally and/or formally. They should contact, as appropriate, a Director/Manager. Where their complaint is against that specific manager, it should be raised directly with a Director.

Before raising a formal complaint, the employee is encouraged to talk directly and informally to the person whom they believe is harassing him or her, using the informal procedure below. It may be that the person whose behaviour is causing offence is genuinely unaware that his or her behaviour is unwelcome or causing distress and that a direct approach can resolve the matter without the need to use the formal procedure.

Informal Procedure

If the employee feels able, they should speak up at the time when they feel harassed or bullied. It is important to be direct and for the employee to state explicitly that they feel they are being harassed and that the behaviour is unacceptable to them. The employee can also discuss the matter with another colleague or their supervisor and ask them to speak to the harasser on their behalf.

Alternatively, if the employee feels unable to speak to the harasser directly, they could write a letter to them which clearly identifies the offending behaviour and requests that it stops immediately. The employee should sign and date any such letter and ensure that a copy is kept for any possible future formal complaint. It is also advisable that the employee keep an 'incident diary' of any offending behaviour.

Where the informal procedure has not resolved an employee's complaint, a formal grievance can be raised by the employee.

Formal Procedure

Any employee who feels that they have been subjected to harassment or bullying may at any time decide to deal with the issue through formal procedures, regardless of whether informal steps have been taken or not.

Where an employee wishes to deal with any issue of harassment formally, they must do so according to the company's Grievance Procedure.

Where employees are not happy with the outcome of the formal grievance procedure they can appeal this decision internally.

The Company will investigate any informal or formal complaint thoroughly and fairly.

CONSEQUENCE OF BREACH

Harassment is a disciplinary offence and will be dealt with according to the Company's Disciplinary Procedure. Bullying, harassment, victimisation or discrimination may constitute gross misconduct, punishable by summary dismissal without notice.

Employees should bear in mind that harassment or bullying may also constitute a criminal offence punishable by a fine and/or imprisonment.



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RESPONSIBILITIES OF EMPLOYEES AND MANAGERS

All employees are responsible for their own behaviour and should ensure that they comply with this Policy at all times. All managers are responsible for implementing this Policy and bringing it to the attention of employees. Any complaints under this Policy brought to the attention of a manager must be dealt with promptly, confidentially, fairly and consistently.

CONFIDENTIALITY

The Company will treat any complaint received under this Policy confidentially. All employees involved with an investigation are required to respect the need for confidentiality.

The Company will maintain records of investigations into alleged incidents of harassment or bullying and the outcome of the investigations. These records will be maintained in confidence and in line with the provisions of the Data Protection Act.

Any breaches in confidentiality will be subject to disciplinary action.



5. HOLIDAY AND LEAVE ENTITLEMENT

ANNUAL LEAVE

You are entitled to paid working days holiday on appointment. The holiday year runs from 1 April to 31 March.

A maximum of 3 days holiday may be carried forward to the next holiday year at the Company's discretion. Any untaken holiday exceeding this will be forfeited.

Holidays are detailed in your contract of employment. For more information, please refer to your contract. You are entitled to 22 days holiday entitlement to which 8 days public and bank holidays will be added. This does not include special bank holidays which may be given at the employer's discretion. The company reserves the right to move three public/bank holidays to alternative dates or to add them to your annual leave allowance if trading patterns necessitate this.

If your employment commences or finishes part way through the holiday year or you work part time hours, your holiday entitlement will be prorated accordingly.

You will need to keep a maximum of 4 days from your annual holiday entitlement to cover any Christmas shutdown period. You will be notified at the beginning of the holiday year whether this is applicable and, if so, how many days you will need to cover this holiday.

If, on termination of employment:

- You have exceeded your pro-rated holiday entitlement, the Company will deduct a payment in lieu of days' holiday taken in excess of your pro-rated holiday entitlement, and you agree to the Company making a deduction from the payment of any final salary.
- You have holiday entitlement still owing, the Company may, at its discretion, require you to take your holiday during your notice period or make a payment in lieu of untaken holiday entitlement.

Holidays must be taken at times convenient to the Company. You must obtain approval of proposed holiday dates at least two weeks in advance from your Director. You will not be allowed to take more than two weeks at any one time, save at the Company's discretion. You must not book holidays until your request for approval has been formally agreed.



EMERGENCY TIME OFF OR DEPENDENTS LEAVE

It is the policy of the company to ensure that as far as possible our employees are able to combine their career and family responsibilities.

This policy is compliant with the Employment Rights Act 1996 and Employment Relations Act 1999.

All staff are entitled to take a reasonable amount of time off work to deal with certain unexpected or sudden emergencies and to make any necessary longer term arrangements.

The right enables employees to take action which is necessary:

- If a dependent falls ill or has been injured.
- When a dependent is having a baby (excludes paternity leave).
- To deal with a death of a dependent.
- To deal with an unexpected disruption or breakdown of care arrangements for a dependent.
- To deal with an unexpected incident involving the employee's child during school hours.

The employee should notify a Director, as soon as is practicable, the reason for the absence and how long he/she expects to be away from work.

Meaning of "dependent"

A dependent can include the following

- Husband, wife or partner of the employee.
- Child or parent of the employee.
- Someone who reasonably relies on the employee for assistance.
- Someone who lives in the same household as a member of the family.

It does not include tenants or boarders, or someone who lives in the household as an employee.

Dependent leave and Pay

The employee will not be entitled to receive pay whilst exercising his/her right to dependent leave.

Any employee found to be abusing the right to time off will be dealt with under the Company's Disciplinary Policy.



TIME OFF FOR MEDICAL OR DENTAL APPOINTMENTS

The Company recognises that employees will, from time to time, need to attend medical, dental and other similar appointments. Whenever possible, employees must make appointments outside of working hours or, if this is not possible, employees should endeavour to arrange them at times when they will cause least disruption and the minimum amount of absence from work (e.g. by making early morning or late afternoon appointments).

If it is not possible to arrange medical, dental and other similar appointments outside working hours, reasonable time off will be given.

Any time off for attendance at appointments must have the prior approval of the employee's Line Manager or Director. The Line Manager or Director may, at his or her discretion, ask the employee to produce an appointment card.

With the exception of ante-natal appointments, there is no contractual entitlement to remuneration for absences relating to attendance at medical appointments. Payment of salary during attendance at such appointments is at the absolute discretion of the Company.

COMPASSIONATE LEAVE

Compassionate leave is intended to help employees at the time of the death or funeral of an immediate family member or close relative.

Where an employee is entitled to take time off under the statutory right to time off for dependents (see policy), any time off granted as compassionate leave is in addition to the time off available under this statutory right.

For the purposes of this policy, immediate family is defined as the employee's spouse, civil partner, partner, parent, child, sibling or grandparent.

There is no contractual entitlement to remuneration for absences relating to compassionate leave. Payment of salary during compassionate leave is at the absolute discretion of the Company.

If the employee is seeking compassionate leave in respect of a close relative's serious illness or death (i.e. someone who is not an immediate family member) he or she should discuss this request with their Director to see if compassionate leave applies.

Procedure

In the event of the death of a member of the employee's immediate family, the employee should contact their Director to request compassionate leave. The employee should inform their Director of the need to take compassionate leave as soon as reasonably possible. Each case will be viewed sympathetically and the amount of leave granted will depend on the individual's circumstances. Up to a total of 3 days' compassionate leave may be granted. Payment is at the discretion of the Company.

Additional Leave

If the employee wishes to take further leave, he/she should request annual leave in the usual way.



6. SICKNESS AND ABSENCE POLICY

AIM OF POLICY

This policy is designed to assist the Company in effectively managing sickness-related and other staff absence. The Company recognises the importance of ensuring that employees are supported through any periods of absence and their subsequent return to work. Through an effective Sickness and Absence Policy, the Company will be better positioned to identify any potentially unsafe work practices, any issues affecting employee morale and any other underlying problems employees may be facing.

The Company will monitor and record levels of absence and reasons for absence in order to help identify abuse of this policy, which places additional stress on colleagues.

All information gathered through absence monitoring under this Policy will be held and treated in confidence.

NOTIFICATION OF SICKNESS

In the event of your absence for any reason, you should contact your line manager personally by **8.30 am** on the first day of absence to inform him/her of the reason for absence. You may communicate your absence initially by text message but this must be followed up **by 10.00 am** the same day with a personal phone call to your line manager. Employees should speak to their line manager directly i.e. calls on the employee's behalf from a friend/partner/parent and texting or emailing your Line Manager/Director will only be acceptable in exceptional circumstances.

The employee should indicate the reason for their absence, it's likely duration and when the illness started. You must inform the Company as soon as possible of any change in the date of your expected return to work.

In the event that the employee's absence continues for a number of days or weeks, they must maintain regular contact with the Company to keep the Company informed of the reasons for their ongoing absence and the date when they expect to be able to return to work. In such cases the employee should specify how the Company can contact them if necessary, ideally leaving a landline number on which they can be contacted.

CERTIFICATION OF SICKNESS

All periods of absence through sickness must be certified by the company's sickness self-certification form. The completed form should indicate actual days of sickness, even if they include days when the employee would not normally have worked (e.g. weekends and public holidays).

For sickness absences of up to 7 calendar days, the self-certification form should be completed by the employee upon their return to work and given to the employee's Line Manager.

For sickness absence of more than 7 calendar days, the employee must also provide a medical certificate also referred to as a 'fit note'. This will provide us with more information about your condition, and let us know whether your GP or medical provider considers that you are not 'fit for work', or 'may be fit for work taking account of the following advice'. Subsequent medical certificates must be produced as necessary to cover the total duration of the period of absence. As a minimum, employees should contact their Director on a weekly basis to provide an update on the injury or illness.

Failure to follow procedures is potentially misconduct and could lead to disciplinary action up to and including dismissal.



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LONG TERM AND PERSISTENT ABSENCE

The Company will treat as long-term absence any period of extensive absence due to serious or significant illness over a prolonged period. Persistent absence may consist of a series of unconnected short-term illnesses. Where the Company is of the opinion that a period of absence is long-term, it will inform the employee of such and:

- Require that the employee keep in regular contact with the Company, at such intervals as agreed between the Company and the employee.
- Ensure that the employee is kept informed as to any possible threat to their employment.

The Company reserves the right to request a home visit where the illness is long-term. The purpose of the visit will be to discuss possibilities for a return to work and to discover whether the Company can assist in facilitating this.

It may be necessary in incidences of long-term or persistent absence to treat the matter as an issue of capability or conduct. In such circumstances the Company will:

- Investigate the absence through "Return to Work Interviews" and the obtaining of medical reports.
- Consider adjustments to the job in order to facilitate a return to work – this would be dependent on the company being able to accommodate these adjustments.
- Consider whether the illness amounts to a disability and make such reasonable adjustments where the company can accommodate these adjustments.
- Keep the employee informed in all the circumstance of any threat to their employment.

In either case the employee may refuse to attend or refuse to consent to the release of a medical report, or request that corrections are made. Employees are reminded however that any decision regarding their future which could result in dismissal will be taken on the basis of the information available to the Company.

The Company will hold all medical reports and related information obtained as private and confidential.

The Company stresses that dismissal will only ever be taken as a last resort. Where, however the absence is found to be a matter of misconduct, the employee will be subject to the Company's Disciplinary Procedure.

RETURN TO WORK INTERVIEW

The Company shall decide, after any absence due to sickness, whether the employee is required to attend a return to work interview with their Director in order to:

- Ensure the employee's fitness to return to work.
- Ensure the proper certificates (e.g. Fit Note/Self Certification Form) have been completed/obtained in respect of the entire period of absence.
- Discuss any problems that may exist.

At the return to work interview, employees may be set reasonable targets and time limits for an improvement in attendance. A failure to improve may result in disciplinary action.



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STATUTORY SICK PAY ("SSP")

In order to be eligible for SSP, the first three days of absence will be known as the "qualifying days". Employees will not be eligible to SSP until the fourth day of absence, (this can include weekends and bank holidays), and must have average weekly earnings equal to or more than the lower earnings limit. Please see relevant government websites such as HMRC, Business Link and DirectGov for details of the current lower earnings limit.

Employees must use a Self-Certification Form or gain a Medical Certificate from their GP to qualify for SSP.

Where the Company is not required to pay SSP or SSP comes to an end, the Company will provide the employee with Form SSP1 to support the employee's claim for Employment and Support Allowance.

COMPANY SICK PAY ("CSP")

CSP will be paid at the discretion of the Company. To qualify for CSP, the employee must have completed 2 years continuous service with the Company and have complied with all sickness and absence procedures within this handbook. The first three days of absence will be known as the "qualifying days". Employees will not be eligible to Company Sick Pay until the fourth day of absence.

Entitlement to CSP is determined according to the employees length of continuous service, as follows:

Length of Service	Paid Sick Leave
From day one up to completion of two years' service	Statutory Sick Pay
Two years to five years	One month at half pay
Five years to ten years	Two months at half pay
Ten years to fifteen years	Three months at half pay
Over fifteen years	Six months at half pay

Where the Company pays half pay, SSP will be added but the total of company pay and SSP will not exceed normal full basic pay.

The employee will forfeit entitlement to CSP if:

- They fail to comply with notification and certification requirements.
- They make or produce any misleading or untrue statement or document concerning their fitness to work.



7. DISCIPLINARY, CAPABILITY POLICY AND PROCEDURE

INTRODUCTION

The Company requires good standards of discipline from its employees, together with satisfactory standards of work. The purpose of the disciplinary procedure is to ensure that any concerns over employees' conduct or performance are handled in a fair, consistent and timely manner, with the intention of bringing about an improvement, and to protect the proper operation of the Company's business and the health and safety of its employees.

This procedure may be reviewed and updated from time to time. Any amendments will be notified to employees in writing, following consultation and/or notice where appropriate.

Where time limits are specified in this Policy and Procedure, they may be varied by agreement between the Company and the employee. During the probationary period, the full disciplinary and grievance procedure will not apply.

The Disciplinary Policy and Procedure does not form part of the contract of employment and therefore the company reserves the right not to follow any procedure should it in its discretion decide not to do so.

MISCONDUCT/CAPABILITY

The following are examples of conduct/performance (capability) that will normally be addressed through implementation of the Company's disciplinary procedure.

The following non-exhaustive list gives examples of offences that the Company will normally regard as misconduct:

- Unsatisfactory work performance.
- Breaches of Company policies and procedures.
- Inappropriate behaviour (e.g. fighting, drunkenness, etc.).
- Bullying, harassment or victimization.
- Discrimination on any of the grounds listed in the Company's Equality Opportunity Policy: e.g. race, sex, sexual orientation, religion, disability, age, gender reassignment, marital status or ethnic origin.
- Persistent lateness or poor timekeeping.
- Unacceptable levels of absence, especially when unauthorized.
- Serious or repeated failure to follow reasonable requests or instructions.
- Abuse, misuse or neglect of Company property or facilities.
- Bribery offences under the Bribery Act 2010.
- Use of Company facilities and equipment for personal reasons during work time e.g. Company email, telephones and internet access.

Disciplinary matters will be handled with as high a degree of confidentiality as is practicable, particularly when the issue is of a sensitive nature.

Confidential records of disciplinary matters will be kept in the employee's personnel file in accordance with Data Protection legislation. Copies of meeting notes will be provided to the employee, although the Company reserves the right to withhold certain information (e.g. to protect a witness).



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INVESTIGATION

The employee's Director/Manager will promptly and thoroughly investigate any matter that is reasonably believed to be a disciplinary matter. The employee concerned will be informed of the investigation as soon as possible and when it has been concluded.

The employee may be asked to attend an investigatory interview. If such an interview is held prior to a disciplinary meeting, the employee will be advised from the start that the interview is an investigatory interview.

The Company reserves the right to omit the investigatory interview stage and move straight to a formal disciplinary meeting.

SUSPENSION

The Company reserves the right to suspend an employee from work, normally for no more than 5 working days, while a disciplinary offence is being investigated. Employees will be advised if the suspension is likely to last longer than 5 working days. During the suspension period, the employee will remain on full pay.

Suspension is not regarded by the Company as disciplinary action. The Company shall inform the employee of the reason for the suspension.

The Company reserves the right to:

- Monitor employees' activities including telephone calls, email messages and internet use at any time, whether as part of a disciplinary investigation or otherwise. Employees should therefore not consider such activities and methods of communication to be confidential when conducted at work.
- Search an employee's desk, bags, pockets, vehicle or other Company property or personal possessions where such action is considered necessary in the opinion of the Company. A search will only be carried out by an appropriate person in the presence of a witness and employees may request the presence of a work colleague.

INFORMAL DISCUSSION/LETTER OF CONCERN

The Company will initially try to resolve disciplinary issues informally by way of an informal discussion with the employee concerned. This is a two-way discussion where the Company will be able to inform the employee of their shortcomings in conduct or performance and at the same time provide the employee with the opportunity to provide an explanation. The main purpose of the informal talk is to find a solution to the problem that is beneficial for both the Company and the employee.

The outcome of the meeting may, as appropriate, be put in writing as a "Letter of Concern". This letter is still part of the informal procedure but outlines the company's future expectations.

Generally, cases of minor misconduct and/or unsatisfactory performance are dealt with informally. In the event of poor performance, disciplinary meetings will usually only be undertaken where counselling the employee and further training (if required) has failed to produce a satisfactory improvement to performance. However, if the informal action does not provide a solution to the problem or if the disciplinary issue is too serious to be dealt with informally, then the formal disciplinary procedure will be followed.



WRITTEN NOTICE OF INTENDED DISCIPLINARY MEETING

If it is decided that there is a disciplinary case to answer, the Company will write to the employee, giving them a minimum of 3 days' notice of the meeting and advising the employee of their right to be accompanied to the meeting. At the same time, the Company will provide the employee with written notice informing them that this constitutes the start of the formal disciplinary procedure and as such outline:

- The alleged misconduct or poor performance and any possible consequences of these.
- The improvement that is required, any timescale for achieving this improvement and any support available (if appropriate).
- Details as to the time and venue of the disciplinary meeting.

At any formal stage of the Procedure, the employee may request to be accompanied by a fellow employee or trade union official. The employee's chosen companion will be able to address the meeting to put or sum up the employee's case as well as confer with the employee during the meeting. They may not, however, answer questions on the employee's behalf, address the meeting if the employee does not wish them to do so or prevent the Company from explaining their case. The companion can be a fellow employee, trade union representative or official employed by a trade union.

The meeting will be scheduled in order to give the employee reasonable time to prepare for the meeting.

The Company will establish the facts before the meeting by collecting documents, identifying any relevant people to interview and taking statements before memories start to fade. Any requests for anonymity and confidentiality should be taken seriously. At least 3 days before the meeting, the employee should be provided with all relevant information, including statements, upon which the Company intends to rely.

Where the Company or an employee intends to call relevant witnesses, they should give advance notice to the other party that they intend to do this. It may also be appropriate to provide copies of written evidence including any witness statements.

If the employee is unable to attend the disciplinary meeting at the agreed time, the Company shall offer an alternative reasonable time and date. The Company shall give at least 3 days' notice of any rearranged meeting. If the employee fails to attend the rearranged meeting the Company, taking into consideration any reasons and concluding that such failure is without good cause, is free to decide upon the matter using the evidence available. In these circumstances, the employee will be allowed to make written submissions.



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DISCIPLINARY MEETING

A disciplinary meeting will normally be conducted by the employee's Director/Manager together with a note-taker.

The Company will explain the complaint against the employee and go through any relevant evidence.

The employee will then be given the opportunity to present their own evidence, answer any allegations, ask questions and call relevant witnesses.

If the Company is unable to attend the meeting, such a delay should be conveyed to the employee at the earliest opportunity and a reasonable alternative should be provided to the employee.

Where possible, a manager or Director who did not carry out the investigation will attend the meeting.

OUTCOME OF MEETING

As soon as possible after the conclusion of the disciplinary meeting, the employee's Director/Manager will inform the employee what disciplinary action, if any, will be taken. If the Company finds there has been no misconduct/poor performance, the employee will be informed of this in writing.

Where a minor offence has been committed, a Letter of Concern may be issued to the employee. The letter will state that any further misconduct will render the employee liable to further, more severe, disciplinary action.

First Written Warning - If more serious misconduct/poor performance or further minor offences are confirmed, the Company will issue a written warning setting out the complaint and stating that further misconduct or a failure to improve performance may result in further disciplinary action. This letter will include details as to the improvement required, time-scales for such improvement and details of any help that will be made available. The employee shall be informed of the period in which the warning will remain 'live' (for 12 months) and advised of their right to appeal against the warning.

Final Written Warning - If the misconduct/poor performance is sufficiently serious or there has been further misconduct or a failure to improve since a previous written warning, the Company may issue a final written warning. This will give details of the complaint and nature of the misconduct/poor performance, the improvement required, the time-scale for such improvement and details of any help available. It will also warn that failure to improve may lead to dismissal or some other contractual penalty e.g. demotion. The employee shall be informed of the period in which the warning will remain 'live' (for 12 months) and advised of their right to appeal against the warning.

Dismissal/Other Penalty - If there has been further misconduct or failure to improve performance since a final written warning the Company may dismiss the employee or take some other action short of dismissal such as demotion. The employee will be provided with a written statement of the reasons for dismissal/or other action, the date on which the employment will terminate (if dismissed), and their right to appeal, as soon as reasonably practicable. The dismissal decision should only be taken by a Director/Manager who has the authority to do so.

Dismissal without Notice - If the Company establishes that there has been gross misconduct the employee may be summarily dismissed i.e. dismissed without notice. The Company will follow a fair disciplinary procedure before taking any decision to dismiss without notice and this will be confirmed in writing (see Gross Misconduct section).



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APPEAL

Employees have the right to appeal against any formal disciplinary action. An appeal cannot be made against an informal Letter of Concern. The appeal should be made in writing within 5 working days of the disciplinary decision.

The employee must inform the Company as to the grounds for appeal in writing, and may be accompanied to the appeal meeting. In making an appeal, the employee should state if they are appealing against the finding that they committed the alleged acts of misconduct and/or against the level of sanction imposed.

The Company will hear the appeal without unreasonable delay and where possible the appeal will be dealt with by a Director/Manager, preferably more senior, not previously involved in the case. However, where this is not practicable, the same Director/Manager may handle both the disciplinary and the appeal meetings and he/she will act as impartially as possible.

The outcome of the appeal will be confirmed in writing within 5 working days of the meeting. Decisions made at this stage will be final and there is no further right of internal appeal.

GROSS MISCONDUCT

In the event that an employee commits an act of gross misconduct, the Company is entitled to summarily terminate the employee's contract of employment without notice or pay in lieu of notice.

The following non-exhaustive list gives examples of offences that the Company will normally regard as gross misconduct:

- Theft, fraud, dishonesty or deliberate falsification of records.
- Fighting, assault or other violent behavior.
- Deliberate damage to, or misuse of, Company property.
- Deliberate use of internet and/or email to access or distribute material of a pornographic, offensive, obscene or inappropriate nature.
- Incapability at work due to the effect of alcohol or drugs.
- Possession, custody or control of illegal drugs on Company premises.
- Serious breach of the Company's rules, policies and procedures.
- Serious negligence which causes loss, damage or injury.
- Conviction of a criminal offence that is relevant to the employee's employment with the Company and renders them unsuitable for their work.
- Conduct likely to bring the Company's name into disrepute.
- Bullying, harassment, victimisation or discrimination.
- Accepting bribes.
- Serious breaches of the Company's anti-bribery policy.
- Gross negligence.
- Serious acts of insubordination.



8. GRIEVANCE PROCEDURE

INTRODUCTION

The grievance procedure enables the Company to ensure that any problems, complaints or concerns raised by employees are dealt with in a fair, timely and consistent manner. If an employee has a grievance or complaint regarding any of the below it should be raised in line with this procedure.

- Their work, working conditions, pay and benefits, working hours.
- Discrimination on the grounds of race, sex, sexual orientation, religion, disability, age, gender reassignment, marital status or ethnic origin.
- Treatment by colleagues including harassment and bullying.
- Their health and safety or a breach of statutory employment rights.
- Any other issue affecting their employment.

Complaints in respect of disciplinary action taken by the Company should be dealt with as an appeal under the disciplinary procedure.

The Grievance Procedure does not form part of the contract of employment.

INFORMAL PROCEDURE

Employees should, where possible, discuss the grievance or complaint with their immediate Director/Manager on an informal basis first. The Director/Manager will discuss any concerns with the employee and attempt to resolve the matter within a reasonable timescale. Where it is not possible for the employee to talk to their immediate Director/Manager, or if the grievance concerns him or her, the employee should instead talk to the next senior Director/Manager.

Where the informal procedure is used, both parties should keep a written record of the meeting including what was discussed and any proposed action.

If the grievance has not been resolved or cannot be settled informally, the matter should be dealt with in accordance with the formal grievance procedure.



FORMAL GRIEVANCE PROCEDURE

Written Statement

The aggrieved employee must first send a written statement detailing the nature of the grievance to the employee's Director/Manager without unreasonable delay.

Where it is the Line Manager or Director who is the subject of the Grievance, the employee should instead send the written statement to another Director/Manager of equal or greater seniority, where possible.

Grievance Meeting

Upon receiving the written statement, the employee's Director/Manager will arrange for a formal meeting to be held in order to discuss the grievance. The formal meeting will be held without unreasonable delay and usually no longer than 5 working days after the statement of grievance is received.

The meeting must not take place if the Director/Manager has not had a reasonable opportunity to consider their response to the information.

Before the meeting, a thorough investigation of the facts relating to any allegations must take place. Any requests for anonymity and confidentiality should be taken seriously.

The employee may, following a reasonable request, be accompanied by a colleague, a suitably certified trade union representative or an official employed by a trade union. The companion may not, however, answer questions on behalf of the employee.

The employee's chosen companion will be able to address the meeting to put or sum up the employee's case, as well as confer with the employee during the meeting. They may not, however, answer questions on the employee's behalf, address the meeting if the employee does not wish them to do so or prevent the Company from explaining their case.

The Company reserves the right to refuse to accept a companion whose presence may undermine the grievance process.

The Director/Manager, employee and their companions shall make every effort to attend the meeting. If the employee fails to attend the grievance hearing without explanation or seems to make insufficient efforts to attend, then the hearing may proceed in the employee's absence.

If possible, the employee should explain how they think the grievance could be resolved.

If a further investigation of the matter is required then the meeting should be adjourned to a later date before a decision is taken about how to deal with the employee's grievance.



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OUTCOME OF MEETING

Following the meeting and investigation and without unreasonable delay, the Director/Manager shall set out in writing the outcome of the hearing and any action they intend to take to resolve the grievance (if appropriate).

The Director/Manager shall also inform the employee of their right to appeal if they are not satisfied with the action taken.

Any action taken shall be monitored and reviewed, as appropriate, to ensure it effectively deals with the issue.

APPEAL

Employees have the right to appeal where they feel their grievance has not been satisfactorily resolved.

The request for an appeal must state the grounds for the appeal and should be submitted to the Manager/Director in writing within 5 working days of receiving written confirmation as to the outcome of the grievance meeting.

The Director/Manager will arrange a further meeting to discuss the appeal within a reasonable time of receiving the request for an appeal. The employee will be informed of the time and place of the appeal in advance.

The appeal will be dealt with impartially and, wherever possible, will be chaired by a Director/Manager who has not previously been involved in the case and is of increased seniority to the one who dealt with the original grievance. This appeal hearing is not a re-hearing of the original appeal but a consideration of the specific areas of dissatisfaction in relation to the original grievance.

The employee has the right to be accompanied at the appeal meeting and the outcome of the appeal meeting shall be communicated to the employee in writing within 5 working days. Decisions made at this point are final and the grievance procedure is concluded.

CONFIDENTIALITY

Grievances will be handled with as high a degree of confidentiality as is practicable.

Confidential records of the grievance will be kept in the employee's personnel file in accordance with Data Protection legislation. Copies of meeting notes will be provided to the employee, although the Company reserves the right to withhold certain information (e.g. to protect a witness).

Where a grievance is raised during the disciplinary process, the disciplinary process may be suspended so the grievance can be dealt with first.



9. MATERNITY POLICY

INTRODUCTION

It is the policy of the Company to ensure that, as far as possible, employees are able to combine their career and family responsibilities. The Company recognises that parenthood brings additional responsibilities. The Company values the contributions of our female staff and every effort is made to encourage women to return to work from Maternity Leave.

This Maternity Policy sets out the statutory rights and responsibilities of employees who are pregnant or have recently given birth. The Company implements the maternity rights set down in legislation.

The following abbreviations are used in this Maternity Policy:

- EWC – Expected Week of Childbirth, means the week starting on a Sunday, in which the employee's doctor or midwife expects her to give birth.
- QW – Qualifying Week means the 15th week before the EWC.

The employee and his or her spouse/partner may be eligible for Shared Parental Leave (SPL), which gives employees more flexibility to share the available leave and pay in the first year. Employees must give at least 8 weeks' notice to opt into SPL and must remain on maternity leave for at least two weeks after the birth (see below). For more information, see the Shared Parental Leave policy.

All employees are entitled to up to 52 weeks' maternity leave, consisting of 26 weeks' ordinary maternity leave (OML) and 26 weeks' additional maternity leave (AML).

TIME OFF FOR ANTE-NATAL APPOINTMENTS

Once an employee has advised her line manager that she is pregnant, she is entitled to take reasonable paid time off to attend antenatal appointments made on the advice of her doctor, midwife or health visitor. Antenatal care may include relaxation and parentcraft classes.

This right applies irrespective of length of service.

Employees have the right to time off to accompany a pregnant woman to up to two antenatal care appointments, if the employee is the father of the baby, or the partner of the pregnant woman. There is no right to be paid for this time off and the employee can take a maximum of six and a half hours for each appointment.



NOTIFICATION OF PREGNANCY

On becoming pregnant, an employee should notify her line manager as soon as she feels able to do so. This is important because there are health and safety considerations for the employee and the Company.

By the end of the Qualifying Week (QW), or as soon as reasonably practicable afterwards, the employee is required to provide the following information in writing to the Company:

- That she is pregnant.
- Her Expected Week of Childbirth (EWC).
- The date on which she intends to start her maternity leave.

The employee must also provide her line manager with a MAT B1 form. The form must have either the doctor's name and address or the midwife's name and registration number on it. The MAT B1 form confirms the employee's EWC.

MATERNITY LEAVE

All pregnant employees are entitled to a maximum of 26 weeks' Ordinary Maternity Leave ("OML") and 26 weeks' Additional Maternity Leave ("AML"), making a total of 52 weeks.

Maternity leave should normally commence no earlier than 11 weeks before the EWC, unless the child is born prematurely before that date.

Maternity leave will start on whichever date is the earliest of:

- The employee's chosen start date.
- The day after the employee gives birth.
- The day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the EWC.

The employee is permitted to bring forward her maternity leave start date, provided she advises the Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone her maternity leave start date, provided she advises the Company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The Company will formally respond in writing to the employee's notification of her leave plans within 28 days, confirming the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave.

Shortly before the start of the employee's maternity leave, the Company will discuss with the employee the arrangements for covering the employee's work. As far as possible, such arrangement will be finalised in consultation with the employee herself. If she has staff reporting to her, she will be involved in all decisions relating to the temporary reporting arrangements to cover her maternity leave. The Company will also discuss opportunities for the employee to remain in contact during her maternity leave.

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



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MATERNITY PAY

For 39 weeks of the 52-week maternity leave period, employees are entitled to receive Statutory Maternity Pay ("SMP") provided that she has at least 26 weeks' continuous employment with the Company at the end of the QW and her average earnings are not less than the lower earnings limit set by the government.

The first six weeks of SMP are paid at 90% of the employee's average earnings and the remaining 33 weeks are paid at a rate set by the government each year.

RIGHTS DURING MATERNITY LEAVE PERIOD

The employee will continue to benefit from all of the rights conferred by her Contract of Employment, except for the right to remuneration.

The employee will:

- Retains the right to notice, right to redundancy pay, access to disciplinary and grievance procedures and the employer's implied obligation of trust and confidence.
- Remain bound by the implied obligation of good faith and any express terms about termination, disclosure of confidential information, acceptance of gifts and her participation in any business.
- Retains the rights to both statutory and contractual annual holiday entitlement continue to accrue in the normal way during maternity leave.

Prior to the commencement of maternity leave, the employee's will discuss the timing of the employee's holiday in relation to her forthcoming maternity leave. The Company may:

- Require the employee to use all her outstanding holiday entitlement before starting maternity leave.
- Agree that the employee may carry the holiday forward and take it on her return to work after maternity leave.
- Pay the employee for any outstanding holiday entitlement as if the employee were leaving the Company. This applies to holiday entitlement in excess of the statutory minimum.
- On the employee's return to work during the next holiday year, the employee will be able to take her full annual leave entitlement in the usual way in accordance with Company's annual leave policy.

If the employee is a member of the pension scheme, the Company shall make pension contributions during OML and any period of paid AML, based on the employee's normal salary. Any employee contributions will be based on the amount of any maternity pay the employee is receiving unless the employee informs the company that she wishes to make up the shortfall.

Employees can agree to work for the Company (or attend training) for up to 10 days during their maternity leave without that work bringing to an end their maternity leave. These are known as 'keeping in touch' (KIT) days. The Company has no right to require employees to carry out any work and employees have no right to undertake any work during maternity leave. Employees will be paid at their normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any maternity pay entitlement.

The Company may make reasonable contact with the employee during maternity leave.



RETURNING TO WORK AFTER MATERNITY LEAVE

Employees must return to work on the expected return date unless they advise the Company otherwise. Employees who wish to return to work early must give the Company at least eight weeks' notice. Employees who wish to return later than their expected return date may be able to do so if they request annual leave or parental leave, which will be at the Company's discretion. Employees who do not wish to return to work should give notice in accordance with their contract of employment.

On returning from OML, the employee will be entitled to return to the job in which she was employed before her absence on terms and conditions not less favourable than those which would have applied if she had not been absent.

The employee is entitled to return after AML to the same job or, if it is not reasonably practicable for us to provide that, to a job which is both suitable for her and appropriate for her to do in the circumstances. The terms and conditions of such employment will be the same as would have been applied to her if she had not been absent.

Employees who wish to change their hours or other working arrangements on returning from adoption leave should make a request under the Flexible Working Policy.

SHARED PARENTAL LEAVE

In some cases, employees may be eligible to opt into the Shared Parental Leave (SPL) scheme, which gives employees the flexibility to share the leave and pay available in the first year after the baby's birth. Employees' partners should check with their employer if they are eligible.

Employees should give at least eight weeks' written notice to end their maternity leave and opt into SPL. Notice can be given before or after the birth but the employee must remain on maternity leave for at least two weeks.

You may be able to get SPL and Statutory Shared Parental Pay (ShPP) if you're having a baby or adopting a child.

If you're eligible for SPL you can use it to take leave in blocks separated by periods of work, instead of taking it all in one go.

To start SPL/ShPP the mother must end her maternity leave (for SPL) or her Maternity Allowance or maternity pay (for ShPP). If she doesn't get maternity leave (but she ends her Maternity Allowance or pay early) her partner might still get SPL.

If you're adopting then you or your partner must end any adoption leave or adoption pay early instead.

If you're eligible you can take:

- The remaining leave as SPL (52 weeks minus any weeks of maternity or adoption leave).
- The remaining pay as ShPP (39 weeks minus any weeks of maternity pay, maternity allowance or adoption pay).

If neither of you is entitled to maternity leave or adoption leave then SPL will be 52 weeks minus any weeks of maternity pay, Maternity Allowance or adoption pay. You can share SPL and ShPP between you if you're both eligible.



10. ADOPTION POLICY

INTRODUCTION

It is the policy of the Company to ensure that as far as possible our employees are able to combine their career and family responsibilities. We recognise that parenthood brings additional responsibilities and have put this policy in place in order to retain valued workers who have adopted, or wish to adopt children.

This policy sets out the arrangements for adoption leave and pay for employees who are:

- Adopting a child through a UK adoption agency.
- Fostering a child with a view to adoption.
- Having a child through a surrogate mother.

The employee and his or her spouse/partner may be eligible for Shared Parental Leave, which gives employees more flexibility to share the available leave and pay. For more information, see the Shared Parental Leave policy.

This policy only applies to employees and does not apply to agency workers or self-employed contractors. This policy does not form part of any employee's contract of employment and the Company may amend it at any time.

TIME OFF FOR ADOPTION APPOINTMENTS

Employees who are adopting a child are entitled to take time off to attend adoption appointments. The appointment must have been arranged by, or at the request of, the adoption agency. The time off must be taken before the date of the child's placement for adoption with the employee.

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



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ENTITLEMENT

In order for staff to be eligible for Adoption Leave they must meet all the following requirements. They must:

- Be adopting a child through a UK adoption agency or be a local authority foster parent who has been appointed as a prospective adopter.
- Have received written notice from the adoption agency or local authority that they have matched the employee with a child and advised the expected placement date.
- Have agreed with the adoption agency or local authority that a child should be placed with them for adoption.
- The employee expects to be given parental responsibility under a parental order from the court. The child must live with the employee and the employee must apply for the parental order within six months of birth.

Only one parent can take adoption leave. If the employee's spouse or partner takes adoption leave with his or her employer, the employee may still be entitled to paternity leave. The employee may also qualify for Shared Parental Leave.

The maximum period of adoption leave is 52 weeks: 26 weeks' Ordinary Adoption Leave (OAL) and 26 weeks' Additional Adoption Leave (AAL).

ADOPTION LEAVE/NOTIFICATION

In respect of adoption or fostering for adoption, OAL may start on a date of the employee's choosing no more than 14 days before the expected placement date or on the placement date itself. The employee should notify a Director of pending adoption.

Employees can change the date on which their Adoption Leave is to start by giving at least 28 days' notice to a Director.

Within 28 days of receiving the notice of intention to take Adoption Leave, the Company will write to the employee confirming the latest date on which the employee must return to work after Adoption Leave.

ADOPTION PAY

For 39 weeks of the 52-week period, employees are entitled to receive Statutory Adoption Pay ("SAP") provided that he or she has at least 26 weeks' continuous employment with the Company ending with the Qualifying Week (the week in which the adoption agency or local authority notified you of a match or the 15th week before the Expected Week of Childbirth) and the employee's average earnings are not less than the lower earnings limit set by the government.

SAP is paid at 90% of normal earnings for the first six weeks followed by 33 weeks at the rate set by the government for the relevant tax year (or 90% of earnings if lower than the Government's rate).



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RIGHTS DURING ADOPTION LEAVE PERIOD

During OAL and AAL, the employee's contract of employment subsists throughout his/her absence and he or she will continue to benefit from his/her terms and conditions of employment, except for the right to remuneration.

Both statutory and contractual annual holiday entitlement continue to accrue in the normal way during adoption leave.

If the employee is eligible for auto-enrollment pension, the Company shall make pension contributions during OAL and any period of paid AAL, based on the employee's normal salary and eligibility. Any employee contributions will be based on the amount of any statutory adoption pay.

Employees can agree to work for the Company (or attend training) for up to 10 days during their Adoption Leave without that work bringing to an end their Adoption Leave. These are known as 'keeping in touch' (KIT) days. The Company has no right to require employees to carry out any work and employees have no right to undertake any work during Adoption Leave. Employees will be paid at their normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any adoption pay entitlement.

The Company may make reasonable contact with the employee during adoption leave, although this will be kept to a minimum.

RETURN TO WORK AFTER ADOPTION LEAVE

Employees must return to work on the expected return date unless they advise the Company otherwise. Employees who wish to return to work early must give the Company at least eight weeks' notice. Employees who do not wish to return to work should give notice in accordance with their contract of employment.

On returning from OAL, the employee will be entitled to return to the job in which they were employed before OAL on terms and conditions not less favourable than those which would have applied if the employee had not been absent.

The employee is entitled to return after AAL to the same job or, if it is not reasonably practicable for us to provide that, to a job which is both suitable for them and appropriate for them to do in the circumstances. The terms and conditions of such employment will be the same as would have been applied to them if they had not been absent.

Employees who wish to change their hours or other working arrangements on returning from adoption leave should make a request under the Flexible Working Policy.



SHARED PARENTAL ADOPTION LEAVE

In some cases, employees may be eligible to opt into the Shared Parental Leave (SPL) scheme, which gives employees the flexibility to share the leave and pay available in the first year after the baby's birth or adoption. Employees' partners should check with their employer if they are eligible.

Employees should give at least eight weeks' written notice to end their adoption leave and opt into SPL. Notice can be given before or after the birth but the employee must remain on adoption leave until at least two weeks

You may be able to get SPL and Statutory Shared Parental Pay (ShPP) if you're having a baby or adopting a child.

If you're eligible for SPL you can use it to take leave in blocks separated by periods of work, instead of taking it all in one go.

To start SPL/ShPP the adoptive parent must end adoption leave (for SPL) or adoption pay (for ShPP). If the employee doesn't get adoption leave (but ends her Adoption pay early) their partner might still get SPL.

If you're adopting, then you or your partner must end any adoption leave or adoption pay early instead.

If you're eligible you can take:

- The remaining leave as SPL (52 weeks minus any weeks of maternity or adoption leave)
- The remaining pay as ShPP (39 weeks minus any weeks of maternity pay, maternity allowance or adoption pay)

If neither of you is entitled to maternity leave or adoption leave then SPL will be 52 weeks minus any weeks of maternity pay, Maternity Allowance or adoption pay.

You can share SPL and ShPP between you if you're both eligible. For more information on SPL, contact a Director.



11. PATERNITY POLICY

INTRODUCTION

It is the policy of the company to ensure that as far as possible our employees are able to combine their career and family responsibilities. We recognise that it is important for employees to support their partners following the birth of their children.

ANTENATAL APPOINTMENTS

Employees have the right to time off to accompany a pregnant woman to up to two antenatal care appointments, if the employee is the father of the baby, or the partner of the pregnant woman. There is no right to be paid for this time off and the employee can take a maximum of six and a half hours for each appointment.

There is no legal right to paid time off for antenatal appointments. However, employers may at the company's discretion allow this time off with pay under the terms and conditions of employment, or allow employees to take annual leave, swap shifts or make up time.

PATERNITY LEAVE

The employee is entitled to a maximum of 2 consecutive weeks (you can elect to take one) Paternity Leave if they:

- Have or expect to have responsibility for the child's upbringing.
- Are the biological father of the child or the mother's husband or partner.
- Have worked continuously for the Company for at least 26 weeks ending with the 15th week before the baby is due.
- Can provide a self-certificate as evidence that the above criteria have been met.

Paternity Leave can start on any day of the week on or following the birth but must be completed:

- Within 56 days of the actual date of the baby's birth.
- If the baby is born early, within the period from the actual date of the birth up to 56 days after the first day of the expected week of birth.

Only one Paternity Leave period is available to the employee irrespective of whether more than one child is born as a result of the same pregnancy.

Employees who wish to take both Paternity Leave and Shared Parental Leave must take their Paternity Leave first.



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PROCEDURE FOR PATERNITY LEAVE

The employee must inform a Director of the employee's intention to take Paternity Leave by the end of the 15th week before the baby is expected, unless this is not reasonably practical. The employee will be required to supply the following information:

- The week the baby is due.
- Whether they wish to take one or two weeks leave.
- When they want their leave to start.

The employee can change their mind about the date on which they want their leave to start providing they inform a Director in writing at least 28 days in advance.

The employee must inform a Director in writing of the date they expect Paternity Leave Payments to start at least 28 days in advance.

On receiving the above details, the Company will write to the employee to confirm the details that have been provided.

The employee does not have to give notice of their return to work unless they wish to return early, in which case they must give notice to a Director.

Additional Paternity Leave may be available under Shared Parental Leave. Please contact a Director for more information.

STATUTORY PATERNITY PAY

Statutory Paternity Pay (SPP) will be paid for up to 2 weeks for Paternity Leave as the employee has chosen and will be paid at the Prescribed Government Weekly Rate or 90% of the employee's average weekly earnings if they are less than the Prescribed Weekly Rate.

Employees who receive average weekly earnings below the lower earnings limit for National Insurance will not qualify for Statutory Paternity Pay ("SPP"). Employees who do not qualify for SPP, or who are normally low paid may be able to get income support while on Paternity Leave.

RIGHTS DURING PATERNITY LEAVE PERIOD

You are entitled to the benefit of all your terms and conditions of employment, except those relating to remuneration, and to return to the same job. You are also protected from dismissal or unfair treatment on grounds that you took or intended to take Paternity Leave.



12. FLEXIBLE WORKING POLICY

INTRODUCTION

All company employees with a minimum of 26 weeks' continuous service have the right to request flexible working and to have their request considered seriously by the Company.

AIMS OF THE POLICY

To ensure that staff are made aware of the right to apply for flexible working, in order that eligible staff are able to maintain a better work – life balance; and

To ensure that Ram Universal Ltd complies with all of its obligations imposed by law, and that all applications to work flexibly are dealt with fairly and consistently.

PROVISION

All employees are eligible to apply to work flexibly if they meet the following criteria. They must:

- Be an employee who has worked for the Company continuously for at least 26 weeks.
- Not have made a successful application to work flexibly in the preceding 12 months.

PROVISION

An employee who wishes to apply to work flexibly must do so in writing to a Director and include the following information:

- A statement that it is being made under the employee's statutory right to apply for flexible working.
- The employee's reason for making the application.
- The employee's proposed flexible working plan, and an explanation of what effect the employee thinks it will have on the Company's business and how it can be dealt with.
- A start date for the proposed change which allows reasonable time for the Company to consider and implement the proposal.
- The date on which the application is made and the dates and results of any previous applications to work flexibly.

All flexible working requests will be dealt with within a period of three months from first receipt to notification of decision on appeal.

The company will arrange a meeting with the employee to discuss the request within 28 days. The employee may bring a colleague to the meeting if they wish.



NOTIFICATION OF DECISION

The employee will be notified of the decision within 14 days of the date of the meeting. This notification will either:

- Accept the request and confirm the start date as well as any other action.
- Confirm a compromise agreed at the meeting.
- Reject the request and give clear business reasons for doing so together with details of the appeals process.

The Company will only refuse a valid request to work flexibly on one or more of the following grounds:

- The burden of additional costs.
- Detrimental effect on ability to meet customer demand.
- Inability to reorganise work among existing staff.
- Inability to recruit additional staff.
- Detrimental impact on quality.
- Detrimental impact on performance.
- Insufficiency of work during the periods the employee proposes to work.
- Planned structural changes.

Where a request to work flexibly is granted there is no automatic right for the employee to return to their previous pattern of work.

APPEAL

Employees have the right to appeal against the refusal of a request to work flexibly.

An employee who wishes to appeal should do so in writing within 14 days of being notified of the refusal.

The employee will be notified of the appeal date which must be within 14 days of the Company receiving the employee's appeal. The employee is entitled to be accompanied by a friend or colleague if they wish.

The employee will be notified of the appeal decision within 14 days of the appeal meeting. The notification will either:

- Uphold the appeal, specify the agreed variation and start date.
- Dismiss the appeal, state the grounds for the decision and contain a sufficient explanation of the refusal.

The appeal decision is final.



13. GENERAL DATA PROTECTION REGULATIONS

INTRODUCTION

This Policy sets out the obligations of Ram Universal Limited regarding data protection and the rights of its employees (in this context, "employee data subjects") in respect of their personal data under EU Regulation 2016/679 General Data Protection Regulation ("GDPR").

The GDPR defines "personal data" as any information relating to an identified or identifiable natural person (a "data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

This Policy sets the Company's obligations regarding the collection, processing, transfer, storage, and disposal of personal data relating to employee data subjects. The procedures and principles set out herein must be followed at all times by the Company, its employees, agents, contractors, or other parties working on behalf of the Company.

The Company is committed not only to the letter of the law, but also to the spirit of the law and places high importance on the correct, lawful, and fair handling of all personal data, respecting the legal rights, privacy, and trust of all individuals with whom it deals.

DATA PROTECTION PRINCIPLES

This Policy aims to ensure compliance with the GDPR. The GDPR sets out the following principles with which any party handling personal data must comply. All personal data must be:

- Processed lawfully, fairly, and in a transparent manner in relation to the data subject.
- Collected for specified, explicit, and legitimate purposes and not further processed in a manner that is incompatible with those purposes. Further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes.
- Adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed.
- Accurate and, where necessary, kept up to date. Every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased, or rectified without delay.
- Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed. Personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes, or statistical purposes, subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of the data subject.
- Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organisational measures.



RIGHTS OF DATA SUBJECTS

The GDPR sets out the following rights applicable to data subjects (please refer to the parts of this policy indicated for further details):

- The right to be informed.
- The right of access.
- The right to rectification.
- The right to erasure (also known as the 'right to be forgotten').
- The right to restrict processing.
- The right to data portability.
- The right to object.
- Rights with respect to automated decision-making and profiling.

LAWFUL, FAIR AND TRANSPARENT DATA PROCESSING

The GDPR seeks to ensure that personal data is processed lawfully, fairly, and transparently, without adversely affecting the rights of the data subject. The GDPR states that processing of personal data shall be lawful if at least one of the following applies:

- The data subject has given consent to the processing of their personal data for one or more specific purposes.
- The processing is necessary for the performance of a contract to which the data subject is a party, or in order to take steps at the request of the data subject prior to entering into a contract with them.
- The processing is necessary for compliance with a legal obligation to which the data controller is subject.
- The processing is necessary to protect the vital interests of the data subject or of another natural person.
- The processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller.



LAWFUL, FAIR AND TRANSPARENT DATA PROCESSING

If the personal data in question is "special category data" (also known as "sensitive personal data" (for example, data concerning the data subject's race, ethnicity, politics, religion, trade union membership, genetics, biometrics (if used for ID purposes), health, sex life, or sexual orientation), at least one of the following conditions must be met:

- The data subject has given their explicit consent to the processing of such data for one or more specified purposes (unless EU or EU Member State law prohibits them from doing so).
- The processing is necessary for the purpose of carrying out the obligations and exercising specific rights of the data controller or of the data subject in the field of employment, social security, and social protection law (insofar as it is authorised by EU or EU Member State law or a collective agreement pursuant to EU Member State law which provides for appropriate safeguards for the fundamental rights and interests of the data subject).
- The processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent.
- The data controller is a foundation, association, or other non-profit body with a political, philosophical, religious, or trade union aim, and the processing is carried out in the course of its legitimate activities, provided that the processing relates solely to the members or former members of that body or to persons who have regular contact with it in connection with its purposes and that the personal data is not disclosed outside the body without the consent of the data subjects
- The processing relates to personal data which is clearly made public by the data subject.
- The processing is necessary for the conduct of legal claims or whenever courts are acting in their judicial capacity.
- The processing is necessary for substantial public interest reasons, on the basis of EU or EU Member State law which shall be proportionate to the aim pursued, shall respect the essence of the right to data protection, and shall provide for suitable and specific measures to safeguard the fundamental rights and interests of the data subject.
- The processing is necessary for the purposes of preventative or occupational medicine, for the assessment of the working capacity of an employee, for medical diagnosis, for the provision of health or social care or treatment, or the management of health or social care systems or services on the basis of EU or EU Member State law or pursuant to a contract with a health professional, subject to the conditions and safeguards referred to in Article 9(3) of the GDPR.
- The processing is necessary for public interest reasons in the area of public health, for example, protecting against serious cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices, on the basis of EU or EU Member State law which provides for suitable and specific measures to safeguard the rights and freedoms of the data subject (in particular, professional secrecy).
- The processing is necessary for archiving purposes in the public interest, scientific or historical research purposes, or statistical purposes in accordance with Article 89(1) of the GDPR based on EU or EU Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection, and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.



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LIMITED DATA PROCESSING

The Company will only collect and process personal data for and to the extent necessary for the specific purpose or purposes of which employee data subjects have been informed (or will be informed).

ACCURACY OF DATA

The Company shall ensure that all personal data collected, processed, and held by it is kept accurate and up-to-date. This includes, but is not limited to, the rectification of personal data at the request of an employee data subject.

The accuracy of personal data shall be checked when it is collected and at regular intervals thereafter. If any personal data is found to be inaccurate or out-of-date, all reasonable steps will be taken without delay to amend or erase that data, as appropriate.

DATA RETENTION

The Company shall not keep personal data for any longer than is necessary in light of the purpose or purposes for which that personal data was originally collected, held, and processed; or as long as reasonably necessary due to record keeping requirements imposed by regulators.

When personal data is no longer required, all reasonable steps will be taken to erase or otherwise dispose of it without delay.

SECURE PROCESSING

The Company shall ensure that all personal data collected, held, and processed is kept secure and protected against unauthorised or unlawful processing and against accidental loss, destruction, or damage. Further details of the technical and organisational measures which shall be taken are provided in this Policy.

ACCOUNTABILITY AND RECORD-KEEPING

Ram Universal Limited is the controller and processor of data for the purposes of the DPA 18 and GDPR and is responsible for overseeing the implementation of this Policy and for monitoring compliance with this Policy.

The Company shall keep written internal records of all personal data collection, holding, and processing, which shall incorporate the following information:

- Any applicable third-party data processors.
- The purposes for which the Company collects, holds, and processes personal data.
- Details of the categories of personal data collected, held, and processed by the Company, and the categories of employee data subject to which that personal data relates.
- Details of any transfers of personal data to non-EEA countries including all mechanisms and security safeguards.
- Details of how long personal data will be retained by the Company.
- Detailed descriptions of all technical and organisational measures taken by the Company to ensure the security of personal data.



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DATA PROTECTION IMPACT ASSESSMENTS

The Company shall carry out Data Protection Impact Assessments for any and all new projects and/or new uses of personal data which may involve the use of new technologies and the processing involved is likely to result in a high risk to the rights and freedoms

KEEPING DATA SUBJECTS INFORMED

The Company shall provide the information set out in this policy to every employee data subject:

Where personal data is collected directly from employee data subjects, those employee data subjects will be informed of its purpose at the time of collection; and

Where personal data is obtained from a third party, the relevant employee data subjects will be informed of its purpose.

DATA SUBJECT ACCESS

Employee data subjects may make subject access requests ("SARs") at any time to find out more about the personal data which the Company holds about them, what it is doing with that personal data, and why.

Employees wishing to make a SAR should do using a Subject Access Request Form, sending the form to a Company Director.

Responses to SARs shall normally be made within one month of receipt, however this may be extended by up to two months if the SAR is complex and/or numerous requests are made. If such additional time is required, the employee data subject shall be informed.

All SARs received shall be handled by a Company Director.

The Company does not charge a fee for the handling of normal SARs. The Company reserves the right to charge reasonable fees for additional copies of information that has already been supplied to an employee data subject, and for requests that are manifestly unfounded or excessive, particularly where such requests are repetitive.

RECTIFICATION OF PERSONAL DATA

Employee data subjects have the right to require the Company to rectify any of their personal data that is inaccurate or incomplete.

The Company shall rectify the personal data in question, and inform the employee data subject of that rectification, within one month of the employee data subject informing the Company of the issue. The period can be extended by up to two months in the case of complex requests. If such additional time is required, the employee data subject shall be informed.

In the event that any affected personal data has been disclosed to third parties, those parties shall be informed of any rectification that must be made to that personal data.



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ERASURE OF PERSONAL DATA

Employee data subjects have the right to request that the Company erases the personal data it holds about them in the following circumstances:

- It is no longer necessary for the Company to hold that personal data with respect to the purpose(s) for which it was originally collected or processed.
- The employee data subject wishes to withdraw their consent to the Company holding and processing their personal data.
- The employee data subject objects to the Company holding and processing their personal data (and there is no overriding legitimate interest to allow the Company to continue doing so).
- The personal data has been processed unlawfully.
- The personal data needs to be erased for the Company to comply with a particular legal obligation.

Unless the Company has reasonable grounds to refuse to erase personal data, all requests for erasure shall be complied with, and the employee data subject informed of the erasure, within one month of receipt of the employee data subject's request. The period can be extended by up to two months in the case of complex requests. If such additional time is required, the employee data subject shall be informed.

In the event that any personal data that is to be erased in response to an employee data subject's request has been disclosed to third parties, those parties shall be informed of the erasure (unless it is impossible or would require disproportionate effort to do so).

RESTRICTION OF PERSONAL DATA PROCESSING

Employee data subjects may request that the Company ceases processing the personal data it holds about them. If an employee data subject makes such a request, the Company shall retain only the amount of personal data concerning that data subject (if any) that is necessary to ensure that the personal data in question is not processed further.

In the event that any affected personal data has been disclosed to third parties, those parties shall be informed of the applicable restrictions on processing it (unless it is impossible or would require disproportionate effort to do so).

DATA PORTABILITY

The Company processes personal data relating to employees using automated means, ie to payroll provider/accountant, company car insurer, pension insurance company, healthcare insurer and death in service insurer.

Where employee data subjects have given their consent to the Company to process their personal data in such a manner, or the processing is otherwise required for the performance of a contract between the Company and the employee data subject, employee data subjects have the right, under the GDPR, to receive a copy of their personal data.



OBJECTIONS TO PERSONAL DATA PROCESSING

Where an employee data subject objects to the Company processing their personal data based on its legitimate interests, the Company shall cease such processing immediately, unless it can be demonstrated that the Company's legitimate grounds for such processing override the employee data subject's interests, rights, and freedoms, or that the processing is necessary for the conduct of legal claims.

Where an employee data subject objects to the Company processing their personal data for scientific and/or historical research and statistics purposes, the employee data subject must, under the GDPR, "demonstrate grounds relating to his or her particular situation". The Company is not required to comply if the research is necessary for the performance of a task carried out for reasons of public interest.

PERSONAL DATA

The Company holds personal data that is directly relevant to its employees. That personal data shall be collected, held, and processed in accordance with employee data subjects' rights and the Company's obligations under the GDPR and with this Policy, eg:

- Identification information relating to employees: name and contact details
- Health records given by the employee, ie medical conditions, in order to support any reasonable adjustments or medicinal needs.
- Employment records: Details of remuneration including salaries, pay increases, overtime, recruitment information from candidates, records of disciplinary or grievances.

Prior to the collection of such data, employee data subjects will be fully informed of the personal data that is to be collected, the reasons for its collection, and the way(s) in which it will be processed.



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DATA SECURITY

The Company shall ensure that the following measures are taken with respect to all communications and other transfers involving personal data (including, but not limited to, personal data relating to employees).

The Company shall ensure that measures are taken with respect to the storage of personal data (including, but not limited to, personal data relating to employees).

When any personal data is to be erased or otherwise disposed of for any reason (including where copies have been made and are no longer needed), it should be securely deleted and disposed of. For further information on the deletion and disposal of personal data, please refer to the Company's Data Retention Policy.

The Company shall ensure that the following measures are taken with respect to the use of personal data:

- No personal data may be shared informally and if an employee, agent, sub-contractor, or other party working on behalf of the Company requires access to any personal data that they do not already have access to, such access will be notified to the data subject.

The Company shall ensure that the following measures are taken with respect to IT and information security, ie passwords, software updates.

DATA BREACH NOTIFICATION

All personal data breaches must be reported immediately to a Company Director and will be fully investigated.



14. LEARNING & DEVELOPMENT POLICY

REIMBURSEMENT OF TRAINING COSTS

Should the employee leave the Company during any learning and development course or training programme or within a designated period (see below) of the end of the course or programme, fees and expenses incurred by the Company will be repayable to the Company as outlined below:

- Within 6 months of the end of the course/programme: 100% of all fees and expenses incurred by the company will be repayable to the company.
- 6 months to 2 years: 50% of all fees and expenses incurred by the company will become repayable to the company.

The total amount will be deducted from your final salary or any other monies owed to you. If the amount owed to you is insufficient to cover the costs, you will be required to repay the balance to the Company.



15. RETIREMENT POLICY

INTRODUCTION

Ram Universal Ltd is committed to achieving a working environment which provides equality of opportunity and to encouraging full contribution from its diverse community, including benefiting from the skills, knowledge and experience of its older workers. In order to facilitate this, the Company operates a flexible retirement policy.

The Company does not operate a compulsory retirement age and employees may voluntarily retire at a time of their choosing.

RETIREMENT PROCEDURE

An employee may, at any time, initiate discussions about their retirement with the company. When an employee reaches a decision to retire, they should notify the company using the procedure set out below.

When an employee decides that they wish to retire, they should inform a Director of this decision in writing. As the employee who is about to retire is likely to have considerable knowledge of the Company and their role and responsibilities, it would be appreciated if the employee could give as much notice of retirement as possible in order to arrange an orderly handover of work. In any event, the employee must comply with the notice period set down in their contract of employment.

On receipt of the employee's notice to retire, the Company will send the employee a written acknowledgement.

The Company will then meet with the employee to discuss the arrangements for retirement in more detail, including the intended retirement date, updates on work in progress, and arrangements for handing over work.



16. SEVERE WEATHER POLICY

INTRODUCTION

The Company recognises that employees may sometimes experience problems travelling to and from work during periods of severe weather conditions or major disruptions to public transport e.g. train strikes. Whilst the Company is committed to protecting the health and safety of all our employees, we must also ensure that the business and our clients are not unduly disrupted by external factors. The purpose of this policy is to explain the responsibilities of employees in respect of attendance at work during severe weather or when there are disruptions to public transport.

The Company is committed to ensuring, so far as reasonably practicable, the health, safety and welfare of all its employees and this includes during severe weather conditions and where there are major disruptions to public transport. Therefore, a reasonable approach will be taken to the situation. Employees are reminded of their duty to take reasonable care of their own health and safety and that of other persons who may be affected by their acts or omissions. This includes taking extra care when travelling to and from work in severe weather conditions and allowing more time for journeys, including making alternative travel arrangements where appropriate.

REPORTING FOR WORK

We expect all employees to report for work regardless of the circumstances. Employees should, therefore, make every effort to attend work in all circumstances. However, it is not the Company's intention that employees should put themselves at unnecessary risk when trying to attend work.

When severe weather conditions occur, or where there are major disruptions to public transport, employees should take steps to obtain advice on the position from the appropriate external agencies e.g. the police, public transport information services etc, and allow extra time for their journey, making alternative travel arrangements where appropriate. Employees will still be expected to attend work on time.

If employees are unable to attend work or are going to be delayed by the weather conditions or public transport disruptions, they should contact their Line Manager or a Director as soon as possible to discuss the position. This communication must be by telephone, no text messaging.

Where the Company accepts that employees have used their best endeavours to attend work but they are unable to do so or they are late because of the severe weather conditions or the major disruptions to public transport, the employee's Director will discuss the various options available, ie

- Make up the time at a later date.
- Work from home as appropriate for job role as agreed with a Director/Manager.
- Take any absence from work as annual leave.
- Take any absence from work as unpaid leave and a deduction will be made from the employee's wages accordingly.

If severe weather conditions or major disruptions to public transport occur during the working day, a Director of the Company will decide on a case-by-case basis whether to allow employees to leave work early. The Company will again base its decision on the employee's circumstances, e.g. distance from home to work, mode of transport, how viable it is for the employee to work from home for the rest of the day, and on the needs of the Company.



17. BUSINESS EXPENSE POLICY

INTRODUCTION

The primary aim of this policy is to provide a fair system of compensation for employees who incur personal expenses for business reasons. The key objectives of the policy, therefore, are to ensure fairness, control costs, prevent fraud and ensure compliance with tax and legal obligations.

CLAIMING EXPENSES

You may claim reimbursement for expenses properly incurred by you in the performance of your role with the company, provided that, on request, you provide the company with such receipts or other evidence of actual payment of such expenses as the company may reasonable required.

Expenses which are normally allowed include petrol for external visits, ie to clients or suppliers, car parking when visiting clients or suppliers. **All receipts** must accompany the expenses claim.

Expenses must be returned MONTHLY and be received by the **10th of the following month** incurred.

A Mileage Log must be maintained and completed by all drivers.

Discretion may be allowed in the case of late submission for Claimants where legitimate explanations exist for delays. Such explanations should be detailed on the claim. All expenses must be approved by a Company Director

You may not claim petrol for journeys to and from your normal place of work.

AIR TRAVEL AND OVERNIGHT ACCOMMODATION

In order that the Company can plan employee cover effectively, it is vital that you plan your journeys, visits to clients and ensure that a Company Director is aware at least two weeks before of planned visits.

- All air travel needs to be agreed and booked by a Director.
- When staying overnight at hotels, the company's expectations are that you will book, for example, the price point in line with a "Premier Inn", "Travel Lodge", etc. Prior approval for hotels must be given by your Company Director.
- The company will not pay for any alcohol.



18. QUALITY POLICY & SCOPE OF REGISTRATION

POLICY OVERVIEW

RAM Universal Ltd's principal aim is to always supply to our customers high quality products with unrivalled levels of customer service that conform exactly to stated or agreed specifications, standards and or order requirements.

This extends to convey best value in terms of quality and price and to give our customers complete confidence that our products will be completely reliable throughout their intended service life.

The establishment of a QMS is therefore the foundation to establish a company culture centred upon continuous quality improvement.

The QMS is based on the requirements of BS EN ISO 9001:2015 and the company is fully committed to fulfilling these requirements. The system has been developed to enable full integration of in-house and if required client specific requirements.

The aims of the QMS are to prevent quality defects or potential quality defects at the earliest stage possible, which in turn improves the overall efficiency of the organisation and assists in the compliance with the formulated quality objectives.

The QMS will ensure that all products and services will meet customer specification and provide satisfaction with regard to product quality, reliability, delivery performance & customer service.

Top management will formulate quality objectives during management reviews and will ensure the routine monitoring, measurement and achievement of set objectives.

Our aim is to:

**"GET IT RIGHT FIRST TIME AND
STRIVE FOR CONTINUOUS IMPROVEMENTS"**



19. ENVIRONMENTAL POLICY

POLICY OVERVIEW

RAM UNIVERSAL Ltd is committed to adopting practices aimed at minimising the environmental impact of its operations and to supporting the principles of sustainable development. The company will undertake to comply with all current and future legislation related to the environment and its protection. Further, the company will seek to constantly improve its environment performance.

In pursuing this policy the company is committed, subject to sound business practice and economic practicability, to the following objectives:

- Managing existing and new processes to minimise the pollution of air, water and soil using the best available techniques not entailing excessive costs (BA TNEEC).
- Reducing consumption of materials, fuel, water and energy using renewable or recyclable resources where possible.
- Minimising the production of waste arising from operations and disposing of that waste in a way that will minimise harm to the environment.
- Eliminating or reducing the use of substances known to be environmental toxins or prescribed substances.
- Designing new products to minimise their environmental impact in production, use and disposal.
- Assisting customers to meet their own environmental obligations.
- Considering environmental issues when making investments in new equipment, technology and processes.
- Carrying out environmental impact assessments, where applicable, for individual sites and tasks.
- Providing training and facilities to allow the implementation of this policy.
- Encouraging suppliers and subcontractors to demonstrate a responsible attitude to the environment.
- Developing, in conjunction with the appropriate authorities, procedures to deal with the limit of environmental impact of site emergencies.
- Avoid causing nuisance to neighbours and to consider the rights and opinion of others in managing our activities.

The principles of this policy apply to all company employees and operations.

The responsibility for coordinating environmental activities throughout the company lies with senior management.



20. HEALTH & SAFETY POLICY

POLICY OVERVIEW

The following is a statement that has been prepared by the company in respect of the requirements of section 2(3) of the Health and Safety at Work etc. Act 1974, and the relevant provisions of the Management of Health and Safety at Work Regulations 1999.

The Directors of Ram Universal Ltd recognise health, safety and welfare as essential in the successful operation of its activities.

This policy, and the associated procedures, aims to provide sound practical advice on safe working methods and statutory requirements relevant to the work activities of the company. It endeavours to make each and every person working for the company aware of their responsibilities with respect to health and safety and in so doing reduce the risk of accidents occurring within our working environment.

It shall be the continuing policy of the company to ensure that all of its operations are, as far as is reasonably practicable, conducted in a manner so as to ensure the health and safety of all its employees. The reduction of risk and the prevention of accidents shall be regarded as an essential part of the company's responsibilities towards its employees, contractors, and any other persons that may from time to time be affected by the company's activities.

The objectives of the company safety policy are to promote the safety, health and welfare of all employees and others and to ensure and maintain a safe and healthy workplace in accordance with the relevant statutory provisions.

Compliance with the provisions of the Health and Safety at Work etc. Act 1974, and all subsequent and relevant legislation and regulations pertaining thereto, however, shall be regarded as the minimum standard expected. It is the policy of this company to endeavour to secure the co-operation of all concerned to achieve the highest standards practicable in all aspects of health and safety at work.

The policy reflects the commitment of the company to the belief that a safe and healthy working environment is directly related to the continuing success of an efficient and well run company, and the implementation of this policy is seen as an integral part of this commitment.

The company shall ensure, as appropriate, that safe systems of work are developed, all workplaces under their control are safe and without risk, that adequate information, training and supervision is provided, protective clothing is made available and that all tools and equipment complies fully with the relevant legislation.

Adherence to the objectives set out in this safety policy and recognised good working practices are essential. The company believes that the active participation of all members of staff is essential in maintaining the highest practical standards of accident prevention.

This policy clearly sets out the responsibilities of the management and all members of staff and shall be reviewed and revised as often as may be necessary. Any amendments or addition will be brought to the attention of all employees.