



Make it ... a great start at Marston's

Team Member Handbook

Updated March 2014



Make your name at



“A clear career path through which you can develop”

Cheryl Evans, HR Director



MARSTON'S

INNS AND TAVERNS

FOOD FOR THOUGHT



Career Menu

Level 9

HEAD OFFICE

Level 8

PUB MANAGER

WISDOM DEVELOPMENT PROGRAMME

Level 7

PUB MANAGER

FOOTSTEPS INDUCTION PROGRAMME

Level 6

DEPUTY MANAGER PROGRAMME

KEYHOLDER
Level 5 ASSISTANT
MANAGER

HEAD CHEF

Level 5

KEYHOLDER
Level 4 SUPERVISOR

SECOND
CHEF

Level 4

KEYHOLDER
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MODERN
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TEAM MEMBER

FOOTPRINT INDUCTION PROGRAMME

Marston's Inns & Taverns Pub
Career Path

WELCOME TO MARSTON'S INNS AND TAVERNS

Great companies have great people working for them and we are very pleased to welcome you to your new job at Marston's Inns and Taverns. We are delighted that you have decided to join our team and I sincerely hope that you will enjoy working for the Company.

Like all Companies, we have our own way of working and our own culture. When joining a new Company it can take a while to become accustomed to its working practices, so to help you on joining and throughout your employment with us, we have produced this Team Member Handbook.

The Team Member Handbook provides you with useful information and answers many of the questions you may have about working for Marston's. It gives you an overview of the Company, provides important details such as when you will be paid, how to book holidays and benefits that are in place.

When you start working for Marston's Inns and Taverns you will commence training under our "Footprint" Team Member Induction Programme. The Induction Programme is split into two levels. The purpose of the first level is to cover the key essentials such as Health and Safety, Food Hygiene and Licensing Law. It is also designed to ensure you meet your colleagues and know your way around the pub you work within. The second level of your Induction Programme will cover the key knowledge and skills necessary to complete your role with confidence.

In all, we want you to be fully aware of what Marston's Inns and Taverns can do for you and what we expect from you. This Handbook is therefore an important document, so please read the contents carefully alongside your own individual Terms and Conditions as provided in your Contract of Employment.

Marston's Inns and Taverns is a Company that frequently evolves, so please note that some of the content of this Handbook may change over time. As a result the Company may change any of the Terms and Conditions outlined in the Handbook. If any significant changes are made you will be given at least four weeks' notice.

We do hope that this Team Member Handbook along with the Footprint Induction Programme answers any questions you may have about your employment and our working practices and policies. If you are unsure about anything please do not hesitate to speak to your General Manager.

I am also delighted that as a business we are able to support your future development through the Marston's Inns and Taverns Pub Career Path - for more details see the Marston's Career Path section of this Handbook.

I wish you every success in your new job and throughout your career with Marston's Inns and Taverns.

Regards



Cheryl Evans

Human Resources Director – Pub Operations

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Edition: March 2014

Marston's PLC

Marston's Inns and Taverns is a trading division of Marston's PLC. Marston's PLC is the UK's leading independent pub and brewing retailing business and was formed in 1875.

The Chief Executive Officer of Marston's PLC, Ralph Findlay, oversees two key trading divisions as well as Marston's Management Services, a central support division that supports the Marston's PLC Group. In summary the Company is structured as follows:



The head office of Marston's PL is based in the West Midlands, in Wolverhampton.

The Company employs more than 14,000 people working across our pubs, head office, breweries and supply chain.

Marston's Beer Company

Marston's Beer Company operate five excellent, traditional Breweries;

- The Park Brewery in Wolverhampton, where West Midlands favorites such as Banks's Bitter and Banks's Original are produced
- The Marston's Brewery in Burton upon Trent, where our flagship national brand, Marston's Pedigree is made along with other fantastic beers such as Old Empire, IPA, Burton Bitter and the low carb Resolution
- The Jennings Brewery at Cockermouth in the Lake District. Here Jennings beers such as Cumberland Ale, Cockerhoop and 1828 are produced
- The Wychwood Brewery in Witney, home of Wychwood and Brakspear beers
- The Ringwood Brewery in Hampshire, where Ringwood Best Bitter, Old Thumper and Fortyniner are all produced

Marston's Beer Company operates a national distribution network operating from 12 locations across the UK. We supply to a variety of different retailers, ranging from Marston's own managed and tenanted pubs to a vast array of free trade accounts and to pubs operated by other pub companies such as Punch Taverns, Enterprise Inns and J D Wetherspoons. Our beers are also available to purchase in many shops and supermarkets.

Marston's Beer Company is renowned for brewing fantastic beer and we also brew Draught Bass at our brewery in Burton.

Marston's Beer Company has an expanding Free Trade business with sales of beers and services to national and international customers.

Marston's Inns & Taverns

Marston's Inns & Taverns owns and operates over 2,150 pubs, in England, Scotland and Wales, of which 500 are managed and 1,650 are Taverns, Leased and Franchised pubs. Our pubs cover an extensive trading area throughout England, Wales and Scotland. We operate all our pubs from Marston's Inns and Taverns, whether they are managed, franchise, tenanted or leased.

Marston's are market leaders in the development of new pub restaurants having built over 100 pubs in the past 5 years. We've invested around £140m in our new build programme to date and plan to open an additional 30 sites each year. We are a truly national operator.

However, that's not all, we've also continued to invest heavily in our existing pubs; repositioning existing pubs, evolving our formats and making sure that the customer experience lives up to expectations and stands us apart from the competition. Including our new build programme we will invest over £120m in our estate this year. Consistency has been at the heart of our success - from the formats of the pubs on offer, to the location chosen - every avenue is considered and this has led to us gaining a reputation of trusted reliability with both our customers and our employees.

There are a number of trading formats within our estate, which are continually reviewed and developed. Some of which include:

- **Two for One** - pubs that provide full table service and an excellent two for one deal on all main courses. In addition to an extensive menu, the Specials Board is also unique.
- **Milestone** - pubs that offer a place where everyone feels welcome. Divided into three different styles these pubs will specialise in grills, carvery or rotisserie.
- **Heritage** - pubs that provide a great value food offering comprising of a traditional menu plus daily special meal deals. There is a focus on real ales, Sky Sports coverage and pub teams.
- **Taverns** - pubs that are the heart of the community, offering customers everyday great value drink and food in a classic warm, welcoming and fun environment.
- **Premium Pubs and Bars** - bars that have a passion for delivering great service, good food and premium drinks delivered within a stunning atmosphere

Vision and Mission at Marston's Inns & Taverns Marston's Inns and Taverns vision is for its pubs to create

"the best place around here"

... **"Best place for food"**

... **"Best place for a drink"**

... **"Best bar in town"**

... **"Best place to stay the night"**

... **"Best place to work!"**

Our mission is simple; we want customers to recognise that **"nobody does it better"**.

Clearly you form a key part in making our vision and mission possible!

S.M.I.L.E. – Our Customer Service Platform

At the heart of our business is S.M.I.L.E. and you play a key role in the delivery of S.M.I.L.E. to our customers.

Our customers say lots of great things about our pubs and the customer service they receive. We really want our customers to receive great service time after time to support our High 5 customer service ambition of consistently delivering service that is “truly worth coming back for”. S.M.I.L.E. is the vehicle that will support this message across our business.

S.M.I.L.E. stands for:

S - Service
M - Means
I - I
L - Look after
E - Everyone

S.M.I.L.E. is split into four customer service values which are briefly detailed below;

- **Welcome** – this is the first opportunity we have to ‘WOW’ our customers – it’s vital we get this right
- **Smile** – delivering a genuine smile when serving customers is vital - this element of S.M.I.L.E. focuses on making sure we set the right tone
- **Service that sells** – the third element of S.M.I.L.E. focuses on delivering engaging service. Within this it is vital that we ensure staff have great product knowledge, own complaints and above all go the “extra mile”. In addition it is also about selling. Selling is a service we offer so customers never have to ask for anything - our training helps staff to do this confidently
- **Goodbye** – The lasting impression a customer receives is as important as the first impression, customers need to feel their custom is valued – this element of S.M.I.L.E. is all about delivering “the great goodbye”

S.M.I.L.E. has its own identity and below you will see the logo. It also has its own recognition scheme, designed to recognise service that is ‘truly worth coming back for’, to say thank you to our Team Members. Always remember to S.M.I.L.E.!



S.M.I.L.E. Communication Board

The S.M.I.L.E. communication board should be the first place you go before starting your shift. It is a key method of communication in your pub that will help you find essential information relating to 5 key areas. As an example, within the “Need to Know” section of the board, information will be displayed which is needed for the days service i.e. soup of the day, vegetables of the day, today’s cash ale, large table booking details etc.



Contract of Employment

On joining Marston's Inns and Taverns, your General Manager will provide you with a Contract of Employment. Please read the contract carefully and sign it having checked that your details are correct. Please ensure that you retain a copy for your reference.

Offer of Employment

All job offers are made subject to the receipt of two satisfactory references, one from your current employer and the other from a previous employer or personal/academic referee. The offer is also made on the basis that you have the qualifications and prior experience stated at your interview and detailed on your CV/application form.

Proof of Right to Work

Your employment is subject to the receipt of satisfactory Right to Work in the UK documentation. In accordance with Company policy and procedures you are required to submit this during the recruitment stage of your employment. Failure to do this will result in delays in payment to you for any work undertaken. It is essential that you ensure your documentation is kept up to date and any changes to your personal circumstances that may affect your Right to Work are immediately notified to your General Manager. If your visa or status expires during employment, this may result in a period of unpaid leave pending the required renewal document being provided, within a reasonably practical period.

Personal Details

On joining Marston's Inns and Taverns you will be asked to provide us with personal details as shown below;

- Home address, home telephone number, mobile number and email address
- Bank or Building Society address, sort code and account number
- Change of name
- Your P45/P46/P38 - whichever is applicable to you
- Next of kin - name, address, relationship and contact number
- Details of any disability or long term/recurring illness
- Any convictions which may affect future license applications or may be relevant to your employment
- Work availability or restrictions
- If you intend to work for another employer whilst employed by Marston's Inns and Taverns

In order that our records can be kept up to date, please notify your General Manager of any changes to your personal details during the course of your employment.

Your Role

Your normal duties are detailed in your job description which can be found in Appendix 1. You will however be required to undertake a range of duties in the pub/bar. These duties may change from time to time and your General Manager will discuss any changes with you. If you change job role during your employment, your General Manager will issue you with a new contract showing your new job title.

Probationary Periods

All new Team Members to Marston's Inns and Taverns are subject to an initial probationary period of 13 weeks. During that time you will receive training on all areas necessary to successfully complete your duties. The probationary period will be used to train and provide feedback to you. During this period any problems that you have should be discussed with your General Manager.

At the end of the 13 week period, providing that your General Manager is satisfied with your training, conduct and performance, your employment will be confirmed verbally and thereafter considered permanent (unless a fixed term contract has been negotiated). Should your General Manager not be satisfied, then your employment may be terminated. One week's notice from either party will apply irrespective of your position during this period. Nothing prevents the Company from terminating your employment before the end of the probationary period.

During your probationary period it is a contractual requirement to successfully complete your five e-learning courses. In Scotland, you will be required to complete the two hour Scottish Licensing Course before you actually commence work. However, you will still have the thirteen weeks to complete the other four courses. For Team Members employed solely in the role of cleaner, the requirement is to complete two e-learning courses which are the Health & Safety and Fire Awareness courses.

Existing employees who have been promoted or moved to a new role are also subject to a 13 week performance review period. If your performance is satisfactory your employment will be confirmed. If your performance and/or conduct is not deemed to be satisfactory this may lead to reinstatement to a previous role if practicable, demotion or a transfer to an alternative role

Place of Work

Your place of work will be as indicated in your Contract of Employment. The Company reserves the right to transfer you to another pub or suitable position depending on the business needs so far as is reasonably possible.

If you would like a transfer to another Marston's Inns and Taverns site, you must raise this with your current General Manager in the first instance. You must then apply for vacancies directly, informing the potential new General Manager that you currently work for Marston's Inns and Taverns. A transfer date will then be agreed between the General Managers and Area Operations Manager (AOM).

Hours of Work

To deal with the changing needs of the pub/bar and our customers it is necessary to maintain a flexible approach to hours of work. Therefore there are no normal hours of work and the Company does not guarantee to provide you with any minimum amount of work in any given week or month of the year. You are expected to have the ability to work during the pub's peak trading times. The inability to work during peak trading times may result in the termination of your employment.

Your weekly working hours will be as agreed with your General Manager. By signing your contract you are consenting to work if necessary more than an average of 48 hours per week (this will include any employment whether with this Company or any other business). This agreement may be withdrawn by giving the Company three months written notice.

Whilst the Company will try to honor rotas on a day by day basis, if there is an unexpected down turn in trade the Company reserves the right to request that Team Members finish their shift earlier than what it stated on the rota or start later than indicated on the rota.

Night Workers

By signing your contract you agree to the Company defining night time working as 12 Midnight to 7.00 a.m. If you work more than 3 hours between this time you are regarded as a 'Night worker'. Night workers cannot work more than 8 hours per shift. If you are a night worker, you are entitled to undergo an assessment when you join the Company and have further assessments at regular intervals.

All Night workers must complete the 'Team Member Medical Assessment form for Night Workers' before being allowed to commence with any work.

Hours of Work for 16 and 17 Year Olds

16 or 17 year olds cannot work in excess of 40 hours per week (including overtime) or work more than 8 hours per day. 16 and 17 year olds cannot work after 10.00 p.m. or before 6.00 a.m. under any circumstances.

Pay

The Company has minimum rates of pay for all Team Members. The actual rate of pay depends upon a number of factors including your job role, performance of your duties, completion of the Company training programme and local trading conditions.

Your rate of pay will have been agreed with you by your General Manager on joining Marston's Inns and Taverns and will be detailed on your Contract of Employment. Wages will be paid weekly or monthly in arrears into either your bank or building society account. You will receive a detailed statement of your pay every week/month.

Overtime

There are no set hours of work each week. No overtime payments are paid.

Expenses

Expense claims should only be made for legitimate and reasonable activity carried out on behalf of the Company. Expense claims should be agreed in advance with your General Manager who will authorise and arrange payment.

Deductions from Pay

The Company may deduct from your weekly pay/monthly pay or require payment from you, subject to the terms of the Employment Rights Act 1996, any of the following:

- (a) Excess of any payment made to you by the Company, including annual leave taken in excess of entitlement or overpayment of wages
- (b) Attachment of Earnings Orders issued to Marston's Inns and Taverns
- (c) Any money due from you to Marston's Inns and Taverns
- (d) Any sundry deductions relating to Company property (Please refer to the Accommodation Occupancy Agreement)
- (e) Any payments made (Company loan) in excess of SSP for sick leave caused by a 3rd party, if the monies are recovered by the Team Member from the 3rd party's insurer

Form P60

If you are employed by Marston's Inns and Taverns at the end of the tax year (March end), you will be issued with a P60. This is a statement of your pay, income tax and any other deductions for the previous year. This is a very important document and must be kept safely as a P60 cannot be legally reissued. The P60 will be required by the Tax Office if you need to claim a tax refund of overpaid tax or for Social Security benefit purposes.

Team Member Tips

During the course of your work with Marston's Inns and Taverns you may receive tips from customers. Your General Manager can have no involvement in the division and/or distribution of tips at your pub/bar. You and your colleagues will therefore need to decide how to split your tips. The three options available to you are as detailed below.

1. Cash tips are paid directly to you

2. Tips are included with credit card payments

Tips should be removed from the till in cash by you on each occasion that you are paid a tip as part of a credit card payment. The subsequent division of tips between Team Members each day should be a collective decision by the members of staff involved.

3. Team Members may collectively decide on an alternative way to divide the tips

Under no circumstances should any one person be nominated by other Team Members to decide on the method of division and/or distribution of the tips. This would result in the nominated person having overall responsibility for the deduction and payment of tax. Having collectively decided upon the method of division, each Team Member should collect their own tips.

All tips should be removed by Team Members from the Company premises at the end of the day.

Taxation of Tips

You are responsible for recording all the tips you earn in the course of carrying out your work and notifying the Inland Revenue each year of this. The Inland Revenue are most likely to collect the tax due from you by way of an adjustment to your notice of coding, (i.e. a reduction to your personal allowance). In other words the tax will be collected on a weekly/monthly basis by deduction from your pay.

Service Charges

Marston's Inns and Taverns will not levy service charges on customers under any circumstances.

The policy for Team Members working as part of Premium Pubs and Bars varies from bar to bar and is run at the discretion of the management team. The policy in each bar may be varied with limited choice.

Rest Breaks

You are entitled to rest breaks as detailed below. The guidelines explain when and how often you are entitled to take an unpaid break. Please liaise with your General Manager with regards to when your breaks can be taken.

	UNDER 18's	OVER 18's
Breaks	A 30 minute unpaid break for shifts that exceed 4.5 hours	A 20 minute unpaid break for shifts that exceed 6 hours
Daily Rest	12 hours off in every 24 hour period	11 hours rest in each 24 hour period (for shift workers the rest period between each shift is taken into consideration)
Weekly Rest	2 days off in every 7 days	1 day off in every 7 or 2 days off in every 14 days

Comfort Breaks / Cigarette Breaks

If you take a break away from your work area for personal reasons and for longer than just a couple of minutes (for example to make a personal call, have a coffee break or a cigarette) you should agree the break with your General Manager. Time taken for this break is not an additional break entitlement and will be deducted from your normal daily break entitlement.

Company Accommodation

If you are a Deputy Manager (currently on the Deputy Manager Programme / Keyholder Assistant Manager / Non Keyholder Assistant Manager / CDP Head Chef / Non CDP Head Chef / Keyholder Supervisor) you may be provided with Company Accommodation. If so, the following will apply:

- The use of the accommodation will not create a tenancy between yourself and the Company and the provision is for domestic use/sleep and whilst in occupancy does not constitute working hours
- No other persons may be permitted to live on the premises with you under any circumstances
- The provision of accommodation is not contractual. The Company therefore reserves the right to give 5 days' notice (except in circumstances where a gross misconduct dismissal has taken place), to leave the premises. In the event of termination of employment you must vacate accommodation no later than the day following the date on which your employment with the Company ended. Any personal belongings must be removed at the time of leaving the Company premises
- No pets or livestock are allowed in your accommodation
- Within the accommodation Team Members must not engage in any act likely to imperil the licence of the pub/bar
- The Company reserves the right to search the Company accommodation, with 24 hours' notice when it is occupied. In exceptional circumstances where a breach of Health & Safety or law is suspected the General Manager / AOM / other Company official has the right to inspect the premises without notice
- No personal belongings contained in Company accommodation are insured by the Company, and the Company accepts no liability for loss or damage. You are responsible for obtaining your own contents insurance for your personal belongings
- The Company reserves the right to dispose of any personal possessions left on site by you within 14 days of you vacating the accommodation whether notice of leaving is or is not given. Marston's PLC will not be held responsible for any loss of or damage to such possessions or articles
- Permission must be sought from your General Manager if you wish to entertain guests and visitors in your accommodation. All guests and visitors must be accompanied at all times and will not be allowed in the operational areas of the pub/bar
- Upon the termination of employment the Company reserves the right to retain all or part of your final salary/outstanding holiday pay to make good any costs, damage or legal fees incurred during your residence at the pub or through any eviction process. If there is insufficient salary, holiday pay or other termination payment to cover the sum owed to the Company, you will be required to repay the difference within 14 days of the termination of your employment. Failure to do so may result in the Company pursuing repayment through litigation
- Any breach of these rules may lead to disciplinary action being taken and in certain circumstances where gross misconduct has occurred; this may result in the termination of your employment with the Company
- All Team Members provided with accommodation are responsible for their own living expenses which includes food and drink
- Whilst residing within Company premises you are required to follow any instructions relating to the security of the pub and must ensure the premises are left secure at all times

Accommodation Charges

If you reside within Company Accommodation, the following will apply;

If you have access to certain facilities within your accommodation, you will be required to enter into an Accommodation Occupancy Agreement with the Company. Once signed a daily/weekly deduction will be made from your weekly/monthly pay at an annual rate set by the Her Majesty's Revenue & Customs. If you have a deduction made from your pay, you will not be required to pay the council tax charge relating to the accommodation. This will be paid by the Company. If you receive any official notification relating to council tax payments, the documentation must be given to your General Manager immediately in order to forward to Head Office.

Your accommodation must provide all of the following facilities in order for a deduction to be made from your pay:

- washing & bathroom facility
- cooking facility (separate from the operational areas of the pub)
- refrigeration facility (separate from the operational areas of the pub)
- washing machine or other clothes washing facility

Council Tax Payments

If your accommodation does not provide you with access to all of the facilities that are detailed under the Accommodation Charges, if you have not entered into an Accommodation Occupancy Agreement and if you do not have deductions made from your weekly/monthly pay, you will be required to register yourself with your local council. You will then be responsible for the payment of the council tax charge made on the accommodation. You must make this payment direct to the council. You must also inform the council when you leave the accommodation.

The Company recognises the importance of providing a sensible balance between work and home life and provides Team Members with an annual leave entitlement that reflects this. Team Members should take their annual leave as hours/days away from the pub during the course of the holiday year.

Entitlement

In England and Wales, Team Members will be entitled to take 28 days paid annual leave inclusive of bank holidays in a full year which is accrued in line with worked hours. In Scotland the entitlement is 29 days. Entitlement is also pro rata for part time employees. The holiday year runs from October to September, in line with the Company's financial year. If there is a 53rd financial week in the year, the Company will clarify the date that the holiday year ceases.

Team Members who either start or leave part way through a holiday year will be given a pro rata entitlement for that holiday year.

If Team Members leave part way through a holiday year and they have taken more leave than has been accrued, a sum equivalent to this will be deducted from their final payment, notice pay or other monies due on the termination of employment.

Where a Team Member leaves having taken less leave than has been accrued, the balance will be liquidated and paid in their final salary payment.

Team Members are expected to use their full entitlement.

Holidays must be split equally between the two halves of the holiday year. If the relevant amount of holiday leave has not been booked by you by weeks 13 and 39 respectively, your General Manager will allocate your holiday leave for that half year which you must take. **No remaining holiday accrual at the end of the holiday year will be carried over into the next holiday year under any circumstance - you will forfeit any accrual not taken.**

No payment will be made in lieu of holiday not taken by the end of the holiday year.

Approval for Holiday Leave

Team Members must submit all requests for annual leave to their General Manager in writing, using a Holiday Request Form. Unless there are exceptional circumstances, this should be done at least four weeks prior to the anticipated period of holiday leave required.

Whilst requests for annual leave will not be unreasonably refused, the Company reserves the right to refuse a request for operational reasons, because insufficient notice has been given or some other significant reason.

Your General Manager will inform you within 7 days of his/her decision to refuse a request and the reason why.

Holidays should never be booked until holiday leave has been agreed with your General Manager.

Team Members are advised to spread their leave over the holiday year and to give as much notice as possible of annual leave requests at all times. Please note that due to the needs of the business, holidays will not be granted for Team Members during December to 2nd January, except at the discretion of your General Manager. This discretion will vary with each holiday year.

In addition, consideration will be made by General Managers where holiday bookings are around peak trading times for seasonal trading pubs and/or during major local / national events.

No responsibility will be taken by the Company for any holiday deposits paid or other losses incurred as a result of not following this process.

Failure to gain authorisation prior to taking annual leave will result in the absence being deemed as unauthorised and will result in disciplinary action being taken, which may result in the termination of your contract.

Whilst on a period of relief, a Team Member must not process their own holiday entitlement through the People Connect system. Any request for annual leave must be authorised by an AOM in the absence of a General Manager.

Calculation of Holiday Pay

Payment for a week's holiday leave will be paid at your average weekly earnings of the previous 12 weeks. This is automatically calculated by Payroll.

You will be paid at your hourly rate for any holiday taken on the following basis:-

- 0.25 will represent 15 minutes of holiday entitlement
- 0.50 will represent 30 minutes of holiday entitlement
- 0.75 will represent 45 minutes of holiday entitlement
- 1.00 will represent 1 hour of holiday entitlement

You must take physical time away from work in order for holiday to be paid. This must be in addition to your days off in that week. You cannot receive pay for work plus holiday pay at the same time.

You will not be able to take more than 1 week's holiday than you have actually accrued at the time holiday is taken.

Your payslip will detail how much holiday you have accrued to date, and is updated on a weekly/monthly basis.

Holiday pay will be paid in line with normal Company payments and cannot be paid in advance.
Bank Holidays

In England and Wales, there are eight bank holidays which given the nature of our business are treated as normal working days for Team Members:

- | | | |
|-------------------|---------------------------|-------------------------|
| 1. Christmas Day | 4. Good Friday | 7. Whitsun Bank holiday |
| 2. Boxing Day | 5. Easter Monday | 8. August Bank holiday |
| 3. New Year's Day | 6. Early May Bank Holiday | |

In Scotland, there are nine bank holidays, which are also treated as normal working days for Team Members:

- | | | |
|------------------|---------------------------|------------------------|
| 1. Christmas Day | 4. 2nd January | 7. Spring Bank Holiday |
| 2. Boxing Day | 5. Good Friday | 8. Summer Bank Holiday |
| 3. New Years Day | 6. Early May Bank Holiday | 9. St Andrews Day |

If your pub does not open for trade on a bank holiday this will be treated as a day's holiday and processed by your General Manager as such. This will be deducted from your annual holiday entitlement. Any additional bank holidays will also be treated as normal working days for Team Members.

Premium Days

The Company recognises the following as premium days:

- Christmas Day
- New Year's Day (Midnight – 4am)

If working on one of the above premium days, you will either be paid at double time or normal rate of pay plus time off in lieu to be taken at a later date. This will depend upon the needs of the business and agreement with the General Manager. Non Keyholder Assistant Managers, Keyholder Assistant Manager and Deputy Managers are not entitled to be paid at double time but are entitled to a day in lieu, to be taken at a later date.

Holidays during Notice Period

The Company reserves the right to require a Team Member to take any outstanding holiday entitlement during any period of notice, whether given by the Company or by the Team Member.



Holidays and Failure to Return

Failure to return to work on the due date from holiday or extended leave will result in disciplinary action being taken, up to and including dismissal.

Religious Leave / Religious Observance

You should consult with your General Manager about religious leave requirements, if any, for the coming year at the earliest opportunity.

If your religious belief requires you to be absent on particular days of the year, outside the normal statutory holidays, you must take such days as part of your annual entitlement. As with all other requests for leave, where a Team Member requests time off at a particularly busy time or at a time when the absence would otherwise cause operational difficulties for the business, or where the amount of time off requested is unreasonable or excessive (taking into account the needs of the business), the Company reserves the right to refuse to grant some or all of the time off requested.

All Team Members, whatever their religion or belief, will also be treated equally in respect of requests for time off for religious observance or requests for alterations to their working patterns for religious reasons.

In addition, it is the Company's policy to ask all Team Members, on a voluntary basis, to disclose their religion or belief so that any religious needs can be assessed and fair consideration given to what facilities and arrangements we might reasonably provide. Whilst no Team Member is obliged to disclose their religion, belief or religious practices to the Company, Team Members are encouraged to do so for this reason.

Compassionate Leave

Time off work on compassionate grounds is designed to assist you if you have a bereavement or critical illness of a close relative, i.e. spouse, parent, child, grandparent, and sibling.

The decision to provide you with compassionate leave and the amount of leave (which would not normally exceed 3 days) is your General Manager's in the first instance. Payment of these days depends on the individual circumstances and will be at the discretion of your General Manager.

Jury Service

If you are called for jury service you should notify your General Manager immediately and provide them with copies of the notification paperwork and an indication, where possible, as to how long the trial will last. Normally you will be sent a form alongside the letter requesting your attendance at court, which you will use to make your claim for loss of earnings / expenses.

Court Attendance & Witness

If you are called upon to attend court as a witness you must forward the 'Direction to Attend Court' slip to your General Manager. Leave of absence will be granted, and you will be expected to make yourself available for work on any days where you are not required by the court.

If you are attending court for the Company you will receive normal basic pay, otherwise it will be unpaid.

HM Forces Leave

The Company will consider any request for leave where the reason for that leave is related to the Team Member's membership of the Territorial Army, Reserve or Auxiliary Forces. You should make an application for such leave in writing to your General Manager, stating the reasons for and period of leave requested. Your General Manager will consider all applications for leave but any leave will be granted entirely at your General Manager's discretion and with such qualification and conditions as the Company sees fit. The Company reserves the right to expect employees to take leave related to membership of the Territorial Army Reserve or Auxiliary Forces out of their annual holiday entitlement.

If you are called in to action the Company will offer reappointment upon your return on Terms and Conditions of Employment no less favourable than those that you were on before leaving.

Public Service

Team Members participating in local government and those elected to local councils may be granted reasonable unpaid leave of absence in order to fulfil these public duties. Similar provisions will apply to persons appointed as members of statutory tribunals, Justice of the Peace or to other public offices.

Medical Appointments

Appointments should be made in your own time where possible. If you are unable to arrange an appointment outside your working hours, you must obtain your General Manager's prior permission. You should give a minimum of one week's notice except in the case of an emergency. Time off will be unpaid.

Trade Union Leave

Team Members who are trade union representatives within the Company are able to undertake their duties, such as attending disciplinary, appeal and grievance meetings, or attending union related meetings and courses on an unpaid basis. Please provide adequate notice to your General Manager.

Parental Leave / Time Off for Dependents

The Company operates policies for the above in line with current statutory legislation. For further details please contact a member of the Retail HR Department.

Lay Off

At times it may be necessary to close your place of work. This may be due to a minor/major refurbishment or unforeseen circumstances such as fire or floods. In all circumstances Marston's Inns and Taverns will endeavor to find alternative employment at one of our other pubs; however this may not always be possible.

Marston's Inns and Taverns therefore reserves the right to lay you off without normal pay for a period of time. During this lay off period if you have more than one month's service you will be entitled to Statutory Guaranteed Pay. You are encouraged to take any outstanding holidays during the lay off period and if your pub is closing near to the end of the holiday year you will be required to use your holidays prior to the start of the new holiday year.

In the event that your pub has closed for refurbishment, it is likely that on re-opening training for all staff will take place. You will be required to undertake this training.

Maternity Leave

The Company recognises the value its Team Members place on their work life balance. To this end the Company has a Maternity Policy which aims to provide practical support on and around the time of the baby's birth. The policy also provides financial support in line with the statutory provision and clear guidelines on what you need to do. Please see Appendix One.

Paternity Leave

Team Members working for Marston's Inns and Taverns are entitled to Paternity leave to spend time with their new baby providing they meet the necessary qualifying criteria. A Paternity Policy is therefore available and provides clear guidelines on what you need to do. Please refer to Appendix Two.

Adoption Leave

Details of Adoption leave can be found within the Company's Maternity & Paternity policies.

Flexible Working

The Company operates a Flexible Working Policy – please contact the Retail HR Department for further details.

Time off for Training

The Company is fully committed to training and development, recognising that affording Team Members the opportunity to undertake study or training will benefit both the Team Member and the Company.

Team Members who have a minimum of 26 weeks continuous service have the right to make a request in relation to study or training and to have their request considered by their General Manager.

Team Members may submit a request in relation to any type of study or training, provided that you can reasonably demonstrate that the study or training is likely to lead to an improvement in your effectiveness at work, and consequently an improvement in the performance of the business. Such requests should be made in writing to your General Manager.

Other Leave

Other leave paid or unpaid not specifically covered under policy would be granted entirely at the discretion of your General Manager in consultation in every instance with the Retail HR Department. Examples of other leave may include time off to attend an Occupational Health appointment, or attendance at a counselling session or attendance as a witness at a formal meeting. You should always discuss your requests with your General Manager otherwise any absence may be treated as unauthorised which may lead to further investigation and/ or disciplinary action.

The Company recognises the advantages of operating a well-managed sickness absence procedure that provides clarity on sick leave and pay as well as assistance in facilitating a timely return to work.

Sickness Absence Procedure

Team Members away from work due to sickness or an accident are required to follow the procedure detailed below:

DAY	PROCEDURE
First Day	On your first day of absence, you must personally telephone your General Manager (or the Duty Manager) to inform them that you are unable to work. This is to be at least 2 hours prior to the commencement of your shift. This must be done on the first day of any absence due to illness or accident and repeated on each day of absence until you return to work (or unless your General Manager instructs you otherwise). You must explain the reason and the possible duration of your absence. If your General Manager is unavailable to speak to, you should leave a message and a contact number with an alternative member of the management team in order that your General Manager can return your call. It is not acceptable to report absence through anyone else, or via any other method, for example by e-mail or text message.
First Day to Seventh Day	You must obtain and complete a Self-Certification Form from the first to the seventh day of absence. The form is available either from your General Manager or your medical practitioner. This form must be given to your General Manager.
Eighth Day	If your absence is for seven days or more you must submit a medical certificate (or fit note) from a qualified medical practitioner, usually a GP or a hospital medical specialist, direct to your General Manager. Please do not submit your medical certificate independently to Head Office.
Continued Absence	For a continuing absence, you must ensure that new medical certificates are given to your General Manager prior to the expiry of the previous medical certificate. At all times it is your responsibility to keep your General Manager up to date in respect of your sickness absence and your availability to work. Failure to do so may result in the Company not being able to process payment and may result in disciplinary action for unauthorised absence, up to and including dismissal.

Prior to starting back to work you must contact your General Manager to inform them of your availability giving a minimum of 48 hours' notice. For long term sickness (four weeks or more) a notice period of seven days should be given where possible. During sick leave, you are not expected to do anything which contradicts the reason for your absence from work.

First Day	You must ensure that your General Manager has your Self Certification Form. Your General Manager will then conduct a 'Return to Work' interview with you to discuss the reasons for your absence and/or any other absence issues.
If a Medical Certificate is still current	If you make the decision to return to work before the expiry of the current medical certificate you may be asked to provide a 'Fit to Return to Work' certificate signed by your medical practitioner before the Company will allow you back to work.
Fit to Return to Work Note	If your medical practitioner believes that you are 'Fit to Return to Work' and provides you with a medical certificate recommending a phased return to work, altered hours, amended duties, or workplace adaptations, the Company will consider the recommendations. However, in some instances such as a return to 'light duties' this may not always be feasible due to the nature of the job roles within a pub. In such circumstances, the Team Member will be referred back to their medical practitioner.

Separate Periods of Absence

In isolated cases where a Team Member has taken a number of separate periods of absence the Company reserves the right to ask for a private medical certificate from the employee's medical practitioner prior to considering whether to authorise payment of Sick Pay. If the Team Members' doctor charges for such a certificate, the Team Member will be expected to pay that charge.

You should follow the above procedure to ensure that your absence is not treated as an unauthorised absence which may be consequently unpaid and/or lead to disciplinary action.

Medical Examination

The Company reserves the right to require you to undergo a medical examination and to authorise your medical practitioner to co-operate with any enquiry relating to any absence. The Company also reserves the right to refer you to the Company's Occupational Health specialist.

Sick Pay

- **Statutory Sick Pay (SSP)**

Statutory Sick Pay is paid to those who qualify after the third day of absence. Team Members can only get Statutory Sick Pay for the days in the week they are normally required to work. Statutory Sick Pay is payable for up to 28 weeks in any sickness period.

If Team Members are still sick they can claim sickness benefit from their local Social Security office. For any further information on Statutory Sick Pay, contact the Payroll Department.

Statutory Sick Pay is payable to all job roles if the criteria for payment is met.

The amount of Statutory Sick Pay is usually reviewed each April and the present rate can be found out by asking your General Manager or the Payroll Department. Alternatively contact your local Social Security office.

- **Company Sick Pay (CSP) – Specified Job Roles Only**

If you are off sick and comply with the Company requirements of reporting absences you will normally receive payments in accordance with the schedule detailed below. For the avoidance of doubt, the following Company Sick Pay entitlements are not contractual entitlements. After 3 days' sickness absence, the following Company Sick Pay entitlement will apply for. Company Sick Pay is paid in any 12 month rolling period. This payment is inclusive of Statutory Sick Pay. Thereafter entitlement is to Statutory Sick Pay only.

(a) Non CDP Line Chef; CDP Line Chef; Non CDP Second Chef; CDP Second Chef; Non CDP Head Chef; CDP Head Chef

LENGTH OF SERVICE	SICK PAY ENTITLEMENT
26 weeks to 1 years' service	1 weeks' full pay
1 year to 4 years' service	2 weeks' full pay
4 years' to 10 years' service	3 weeks' full pay
10 years' or over	4 weeks' full pay

(b) Non Keyholder Assistant Manager; Keyholder Assistant Manager; Deputy Manager (On Company's Deputy Manager Programme)

LENGTH OF SERVICE	SICK PAY ENTITLEMENT
26 weeks to 1 years' service	2 weeks' full pay
1 year to 4 years' service	4 weeks' full pay and 4 weeks' half pay
4 years' to 10 years' service	6 weeks' full pay and 6 weeks' half pay
10 years' or over	8 weeks' full pay and 8 weeks' half pay

With regards to both SSP and CSP, entitlements are based upon a 52 week rolling period. Any element of payment, which exceeds those required by statutory provision, will be made solely at the discretion of the Company. When you have exhausted the Company's Sick Pay entitlement you are required to be back at work for 12 months without further sickness or unauthorised absence before you qualify again for Company Sick Pay.

Payments will be based upon basic salary excluding incentive payments and will be inclusive of any entitlement to statutory sick pay (or other DSS payments). Where you have exhausted the entitlements detailed above but are still entitled to Statutory Sick Pay this will be paid provided that the medical certification requirements are complied with.

Withholding Company Sick Pay

Company Sick Pay is made at the discretion of the Company but will not be unreasonably withheld. If payments are to be either withheld or restricted to Statutory Sick Pay you will be informed of this in writing. Whilst it is impossible to provide an exhaustive list of reasons why payments may be withheld/restricted the following will be typical examples;

- (a) Failure without good reason to contact the Company on the first day of absence
- (b) Failure without good reason to supply satisfactory certification of sickness
- (c) Frequent instances of unrelated sickness absence
- (d) Unreasonable levels of sickness absence resulting from sports or other "hobby" related activities
- (e) Unwarranted refusal to return to work in accordance with the recommendations detailed on a medical certificate
- (f) Failure to co-operate with any reasonable steps to speed up the rehabilitation process including the provision of medical reports and visits to the Company Occupational Health
- (g) Where the sickness absence is a result of the employee's own negligence
- (h) Failure to seek and take up medical advice provided to speed up the rehabilitation process
- (i) Failure to maintain regular communication with your General Manager, providing updates on your condition or to respond to communications from your General Manager
- (j) Taking holiday leave without prior consent in writing from your General Manager
- (k) Where the sickness occurs whilst the Team Member is suspended pending disciplinary proceedings

Recovery of Occupational Sick Pay Due To Absence as a Result of an Accident by a 3rd Party

Any payments made by the Company to a Team Member in addition to Statutory Sick Pay when absent from work as a result of an accident caused by a 3rd party, will be treated as a Company loan. This is on the basis that the Team Member will recover the cost of these payments from the 3rd party's insurer and therefore should reimburse Marston's upon receipt of compensation from the insurer. Please ensure that your General Manager is fully informed of the situation and provision is made to repay the loan.

Sickness Absence during Discipline & Grievance Procedures

The Company fully understands and appreciates that you do not welcome being informed of possible disciplinary or performance issues or in cases where a grievance or concern is not satisfied. However, a medical certificate offering 'stress' or a stress-related condition such as 'low mood' will not normally be sufficient for a Team Member to refuse to participate in any investigatory, performance review, disciplinary or grievance process.

In these circumstances the Company will make accommodations to lessen the Team Members anxiety or stress, by holding meetings at a neutral venue, over the telephone or even in the form of written questions or responses for example. The Team Member will, nevertheless, be expected to participate in some form. If the Team Member has been medically certified prior to the initiation of any investigation or disciplinary proceedings as suffering from stress, depression or a stress related condition, the Company as a matter of course, will require that the Team Member is examined by Occupational Health and/or an expert psychiatrist in order to verify the Team Members diagnosis and to establish what reasonable adjustments are appropriate in the circumstances.

Refusal to participate in this process may result in the Company reaching its own conclusions about the Team Members fitness to participate in the investigation, disciplinary or grievance process.

Short Term Sickness Absence

When you appear to have been having recurrent short term periods off work due to ill health, the Company will investigate whether there is any underlying cause to your absences. This may involve sending you to be examined by your GP and/or Occupational Health specialist.

Managing Absence

Most sickness absence is unavoidable. However to lessen the impact of sickness absence on every aspect of the Company's operation, the Company has a managing attendance procedure which specifies points at which individuals absences will be reviewed. The Company recognises trigger points that specify when attendance is deemed to be unacceptable or excessive. If a trigger point has been reached, your General Manager or AOM will arrange a formal meeting to discuss your sickness absence following a return to work interview. A member of the Retail HR Department may also be involved in this process.

Long Term Sickness Absence

In the small number of cases where a period of long term sickness absence is necessary, the Company will provide all reasonable assistance it can to ensure that you are able to return to work as soon as possible. Typical options to be considered would be:-

- (a) Seeking the advice and guidance of the Team Member's medical practitioner and / or Occupational Health
- (b) Allowing you to return for reduced hours on a temporary basis
- (c) Making reasonable adjustments to your job role on a temporary basis

You will not be expected or allowed to return to your current job role or another agreed alternative job without medical approval that you are fit to return on this basis. You are required to co-operate fully with any actions taken to assist rehabilitation and where appropriate discuss any options put forward by the Company with their medical advisors.

Where it is clear that as a result of your illness/injury you will not be able to return to your job in its current form the Company will take all reasonable steps to facilitate a return to work and will fully abide by its responsibilities as detailed in the Equality Act 2010. This would normally include consideration of the following:

- (a) Alteration of work role or environment
- (b) Reallocation of duties
- (c) The provision of specialised training/equipment or alteration to current equipment
- (d) Flexible working patterns or a transfer to part time working
- (e) Transfer to a more suitable job role if one is available

Termination of employment on the grounds of capability, or, if eligible, ill-health early retirement will not be considered until all of the above options have been carefully discussed.

Unauthorised Absence

Any form of time off, where appropriate advance notification has not been given and authority not granted, or where approval has not been given retrospectively, will be treated as unauthorised absence and will not be paid. Unauthorised absence will be treated seriously and will result in disciplinary action, which could lead to dismissal.

Socialising in the pub whilst off Sick

If you are absent from work due to sickness you should not socialise in any of the Company's pubs except with prior approval from your General Manager.

Food Handlers Fitness for Work

As a food handler, you must report all illnesses to your General Manager when they occur. A 'food handler' is anyone who prepares or serves anything, which is going to be consumed by the public including wet products such as beer. Of particular importance are the reporting of the below items, or if you are suffering from a food borne disease. Examples include:

- Sickness
- Eye or Ear Infection
- Skin Rash
- Diarrhoea
- Heavy Cold
- Septic Skin Lesions (boils, infected cuts etc)
- Skin Infection
- Vomiting, Nausea or Fever

If you are suffering from any of the above, you must not enter any food preparation, food handling or serving area, and you must notify your General Manager immediately who will in turn notify the local EHO. You will be asked by your General Manager to complete a sickness reporting form to record details of your symptoms.

It is vital that you remember to do the following if suffering from one of the above;

- Tell your General Manager
- Inform your doctor that you are a food handler
- Do not handle food until told that you are able to by your doctor
- Complete the Company's 'Return to Work' form

Returning to Work

You should not return to work until the symptoms of your sickness have been absent for 48 hours or more. Upon returning to work your General Manager will carry out a 'Return to Work' interview where you will be asked to sign to confirm that you are no longer suffering from sickness, diarrhoea or any septic infection, and that symptoms have been absent for at least 48 hours.

'Return to Work' procedures will be in accordance with the guidelines issued from time to time by the Department of Health. The current guidelines need to take place in line with advice and treatment from your GP.

- A 'food handler' is a person whose work at any time involves him or her in the handling and service of food and drink and the use of equipment or utensils connected with the service and preparation of food and drink
- Food handlers who are appropriately trained and whose standards of food hygiene are known to be satisfactory can return to work 48 hours after their stools have returned to normal (i.e. properly formed). This applies to the following – Salmonella infections (excluding Typhoid and Paratyphoid), Shigella (bacillary dysentery), Campylobacter, Clostridium perfringens, Bacillus cereus, Staphylococcus aureus, Escherichia coli
- Where there are concerns regarding the working or a food handlers standard of personal hygiene, three consecutive negative stool samples will be required for salmonella infections (excluding Typhoid and Paratyphoid), Shigella and Escherichia coli
- In cases of enteric fever, convalescent food handlers cannot return to work until they have submitted 6 consecutive negative stool samples at two weekly intervals
- Food handlers who have had close contact with a person suffering from enteric fever cannot return to work until they have provided three consecutive negative stool samples at two weekly intervals
- It is extremely important when returning to work after diarrhoea or sickness that you follow the hand washing rules

Purchasing

You are not authorised to make purchases on behalf of the Company.

CCTV

A number of our pubs have CCTV, which is installed to protect you, your team and the business. On occasions it may be necessary to carry out surveillance to protect the Management, Team Members, Company property assets, or as part of an investigation.

CCTV images may be monitored remotely from time to time and without further notice being given. These images may be used to monitor Management and Team Members or as evidence in a disciplinary matter. However, continuous monitoring will only be used as a last resort in the Company's investigatory process.

Cameras will be placed in prominent positions around the business, including back office and other relevant areas. CCTV images will be retained for a maximum period of 3 months before being deleted.

Cameras will be maintained by the General Manager on site in the first instance. In some pubs, cameras will be maintained and monitored by Head Office.

Any access to, and disclosure of recorded footage must be requested through the Retail HR Department.

Challenge 21/25

Marston's Inns & Taverns have adopted the Challenge 21/25 policy for dealing with proof of age. This requires you to request the customer to prove they are over 18 if you believe the customer is under the age of 21/25.

Serving an underage person or persons has no defence in law. It is absolutely vital that you make no assumptions in terms of the age of the people you serve. **It is crucial that you challenge any customer who looks under 21/25 to prove that they are 18 or over.** You must also use the button provided on the till in your pub to record when you have refused service.

Please remember that the only proof of age that you are able to accept under current legislation is a passport, a new style driving license (the one with a photo) or a proof of age card bearing the 'PASS' hologram. If you have any doubts at all you must refuse service.

To ensure that you do not make any assumptions you must look at every customer you serve and the people on whose behalf they are buying drinks. Do not accept any personal assurances that someone is over 18. If they do not look over 21/25 and can't produce the right ID you must not serve them.

Above all, please remember that if you are caught serving an underage customer, this must be reported immediately to your General Manager.

Young Persons & Test Purchasing

Police regularly check licensed premises for the sale of alcohol to under 18's by sending in a young person to the pub/ bar who attempts to purchase an alcoholic drink. This is known as "Test Purchasing". If the sale goes ahead then the current "on the spot" fine for the person who sold the drink is £90.00 (this amount can vary depending on the authority issuing the fine). If you refuse to accept the "on the spot" fine you may then be taken to court and receive a fine in excess of £1,000. The responsibility for payment of these fines lies with the person who sold the drink. This is deemed a disciplinary offence which will result in disciplinary action being taken.

Betting & Gambling

Betting, touting and gambling is strictly forbidden on Company premises. This also includes the use of gaming machines during your working day, even during your break times. The use of gaming machines is also forbidden after your shift has finished if you are wearing your Marston's uniform.

It is illegal for anyone under the age of 18 to play on our gaming machines. Please be vigilant, as failure to comply with the above, could result in a personal fine.

Passing Off

'Passing Off' means to substitute one brand for another without the customer's knowledge. A good example of this is if a customer asks for a glass of Coke. At Marston's Inns and Taverns we sell Pepsi, so you need to inform the customer that we sell Pepsi and not Coke and to ensure that they are happy to be served an alternative. To serve a customer Pepsi without telling them that it is not Coke is called 'Passing Off'.

'Passing Off' is illegal and carries a fine of up to £2,000 for both the person selling the product and the Company. Therefore, always remember alternative brands cannot be served unless the customer is told what they are being offered and has agreed to accept.

Till Keys and Passwords

Each Team Member will have their own Till Key and this must be used to log onto the till. The Till Key should be left on site at all times and must be kept secure. You must not allow anyone else to use your Till Key.

If you are required to know any passwords for the till system or have access to any management Till Key due to your job role, you are required to keep these confidential and you must not share these with anyone else.

Relationships at Work

The Company recognises that personal relationships may exist in the workplaces which include partners, immediate family members and other relatives. You should not show actual or apparent favoritism and must maintain professionalism and an appropriate standard of conduct at all times.

It is in the best interests of the Company, equality of opportunity and to all parties that personal relationships with other employees should not exist where one employee is the direct line manager of the other and has a direct influence over matters relating to the employment of their partner or relative. If a relationship of this nature exists during employment your General Manager must be informed immediately.

Criminal Convictions

All candidates applying for employment are asked to disclose any unspent criminal convictions or charges brought against them on their application form.

During employment you should also immediately inform your General Manager of any charges brought against you, or any possible pending action which could result in a criminal conviction. The Company will view any failure to disclose a criminal conviction or any charges brought against you very seriously and could result in disciplinary action up to and including dismissal. You should also notify your General Manager immediately of the dates of any court appearances that you are required to attend.

Any risk of damage to the Company's reputation, or making the Company vulnerable to loss as a result of employing or retaining a person with a criminal conviction, including conduct in and outside the workplace, may affect the Team Member's ability or suitability to carry out their duties.

Friends & Relatives

When friends and relatives visit you at work you should not serve them whilst on duty, but otherwise treat them like customers in every respect. They are not allowed to remain in the pub after closing time and they must not have access to areas of the pub that a normal customer would not.



Marston's Inns and Taverns actively encourage all Team Members to develop through the Marston's Inns and Taverns "Career Path" to reach their full potential. Training and Development throughout Marston's Inns and Taverns allows Team Members to develop at their own pace.

The Marston's "Career Path" allows Team Members to see clearly, the programmes in place to support your development. The "Career Path" can be summarised by the below diagram and each level to the programme is described in more detail over the next few pages within this Handbook.





On starting, all Team Members will complete our Footprint Company Induction. There are four different types of workbooks, (S.M.I.L.E., Recipe for Success, Accommodating Excellence and Sparkling Success) and the workbook that you complete will depend on your job role within the Company. Workbooks are split into two levels.

The purpose of the first level is to cover the key essentials such as Health and Safety, Food Hygiene and Licensing Law. It is also designed to ensure you meet your colleagues and know your way around the pub you work in. The first level should be completed by the end of your first working shift.

The second level of the Induction Programme will cover the key knowledge and skills necessary to complete your role with confidence. This should be completed by the end of your 4th week of employment with the Company.

Once you have completed your workbook please hand it to your General Manager who will review it and check through your answers and will sign off your completion of the Handbook. This will confirm that you have completed your induction.

E-Learning Courses

Within 12 weeks of your start date you will need to complete the following five courses. In Scotland, all Team Members will need to complete the Scottish Licensing Course before you commence work.

- Foundation Food Hygiene
- Licensing Law (In Scotland this is specific Scottish Licensing Law Course)
- Health & Safety
- Fire Awareness
- First Aid

For cleaners, the requirement is to complete the Health and Safety and Fire Awareness only.

Upon successful completion of the Food Hygiene and Health & Safety courses you will receive a nationally recognised qualification and will be issued with a certificate to confirm your achievement.

E-learning can be completed from home or on the Company computer.

You will also have to complete E-Learning refresher training in Foundation Food Hygiene, Health & Safety and Licensing Law, every three years.



The Keyholder Development Programme has been created specifically to develop Keyholder, Keyholder Supervisors and Keyholder Assistant Managers working within our business. The programme provides you with the opportunity to develop within your own pub and is a blend between courses, onsite training by your General Manager and self-learning.

The Keyholder programme has three separate levels as detailed below and to start your development you simply need to have:

- Completed the Footprint Induction Programme Level 1 and 2
- Completed all E-Learning courses
- Three months of exemplary continuous service in which your Probationary Period was passed
- A nomination from your General Manager in agreement with the AOM

On completion of each level your job title will change and your remuneration will be reviewed alongside the Keyholder pay structure. To take on your own pub following completion of the Keyholder Assistant Manager level, you will need to apply for the Deputy Manager Programme.

Keyholder

When fully trained as a Keyholder you will be able to look after the pub for up to five hours between the hours of 11am and 11pm. Training includes the development of your understanding of Licensing Laws, Health, Safety & Food Hygiene, cellar and deliveries.

Keyholder Supervisor

When fully trained as a Keyholder Supervisor you will be able to look after the pub for up to 48 hours. To commence this level of the programme you will need to have completed the Keyholder level. As part of this programme you will need to complete two courses which are Fire Marshal (online) and Award for Personal License Holders. Training includes the development of your understanding of back office system, security and cash management, kitchen skills, on line ordering systems and a more in depth knowledge of Licensing Law and Health, Safety & Food Hygiene.

Keyholder Assistant Manager

When fully trained as Keyholder Assistant Manager you will be able to provide internal and external relief cover for a General Manager of Marston's managed pubs for up to three weeks at a time. To commence this level of the programme you will need to have completed the Keyholder Supervisor level. As part of this programme you will complete three courses which included Managing Finance, Growing Your Team and Beat the Auditor. Training will increase your understanding of operational issues at management level, financial knowledge, audit / processes and team management. In addition it will develop further your understanding of the back office system, security and cash management, kitchen skills and more in-depth knowledge of Licensing Law and Health, Safety & Food Hygiene.

Chef Development Programme



The Chef Development Programme has been created specifically to develop our kitchen teams. The programme provides you with opportunity to develop within your own pub and provides a clear path of training to develop your skills. The programme involves practical tasks as well as external courses.

There are three separate levels as detailed below and to start your development you simply need to have:

- Completed the Footprint Recipe for Success Induction Programme level 1 and 2
- Completed all E-Learning courses
- Three months of exemplary continuous service in which your Probationary Period was passed
- A nomination from your General Manager in agreement with the AOM

On completion of each level your job title will change and your remuneration will be reviewed.

Line Chef

When fully trained as a Line Chef you will understand all aspects of being a Line Chef. To commence this level you will need to meet the criteria detailed above. Training includes; starter section, grill section, plating up and the use of kitchen equipment. This has to be completed within the first 13 weeks of employment.

Second Chef

When fully trained as a Second Chef you will be capable of taking control of the kitchen in the absence of the Head Chef. To commence this level you will need to have completed the Line Chef level. Training includes developing your understanding of the back office system, ordering and defrost system, staff training and first aid.

Head Chef

Once fully trained you will be recognised as a Head Chef and part of the Management Team within your pub. To commence this level you will need to have completed the Second Chef level. Training includes understanding the financial performance of the kitchen, as well as how to monitor and improve on the Key Performance Indicators, such as kitchen team training and development, customer service, profit, sales and standards.

Deputy Manager Programme



The Deputy Manager Programme is designed to build on your current experience and give you the key management skills you require for running and developing a successful pub. The programme is designed to support your development into a Pub Management position. The Deputy Managers Programme is 12 - 24 months in length and is split into 4 key themes:

Week One
Week Two
Week Three
Post 12 months

Getting the Best from Your Business
Maximising Food Profitability
Developing a Profitable Business
Putting your learning into effect

Each week you will attend a five day residential course, these are usually based in Wolverhampton, Derby or Redditch. After each residential week you will have a selection of projects to complete to help reinforce your learning back in your pub and continue your skill development whilst adding value to the business.

In your second year it will be about putting into effect your learning. You will be able to start applying for pubs from the start of your second year, and will be encouraged to contact a Resourcing and Talent Officer to support you in the early days of applying for a pub.

During the programme you will be encouraged to widen your experience, maybe through secondment to another Brand, external reliefs or even a holding relief. In addition, opportunities to involve you in a new build or major refurbishment project involving you as part of the management team, to give you the opportunity to further widen your knowledge, skills and experience.

To apply to join the Deputy Manager's programme you will need to:

- Been signed off as a Keyholder Assistant Manager
- Completed all your e-learning courses
- Have a minimum of 13 weeks service continuous service
- Have the ambition of running your own Marston's pub in the next 24 months
- Have a sponsored application from both your General Manager and AOM and thereafter submit an application form
- To have completed 1 internal relief (Minimum of 1 week)
- To have completed 2 external reliefs (Minimum of 1 week per relief)

Once accepted you will be invited to attend an assessment day where candidates will be selected for the next programme. If you are not quite ready, you will receive feedback and a development plan to help you.



Once appointed to the role of General Manager the opportunity to continue your development is in place through a development programme designed specifically for our managers called WISDOM. This develops skills in three key areas; Essential, Business and Personal.

Support in your Development

If you are a Team Member with a disability, have an illness or condition and require any assistance to complete our training programmes, you should notify your General Manager. Through our training and development team we will explore the possibility of suitable adjustments being made to help you to achieve these qualifications.

Apprenticeships

In addition to our internal development programmes we also have apprenticeships to offer our Team Members who meet the criteria to start the programme. Training and assessment for the apprenticeships are carried out at your pub so there is no need to attend a college or work away from your pub.

What Apprenticeships are available?

- Customer Service
- Food and Beverage Service
- Food Production and Cooking
- Hospitality Supervision and Leadership
- Team Leading

In conjunction with Babcock our apprenticeship provider we have mapped across our internal training and development programmes therefore our Team Members completing the Keyholder Programme and Chef Development Programme can do just a little bit of extra work and receive a Level 2 or Level 3 nationally recognised Apprenticeship.

The following training programmes have been mapped across to Apprenticeships;

- Chef Development Programme Level 1 = Kitchen Services Level 2
- Chef Development Programme Level 2 = Team Leading Level 2
- Chef Development Programme Level 3 = (to be mapped across in 2013)
- Keyholder Supervisor = Team Leading Level 2
- Keyholder Assistant Manager = Hospitality in Supervision and Leadership Level 3

The benefits of apprenticeships to our senior teams and our businesses are extensive:

- Better skill development for our senior teams resulting in a nationally recognised qualification
- Training is designed around our development programmes and therefore of greater relevance to our business
- As the apprenticeship is based around our workbooks it means that work is not duplicated and therefore is more time efficient
- We receive free funding for apprenticeships which means there is no additional costs to our businesses

For full details of Apprenticeships and how to apply please speak to your General Manager.

Marston's Young Personal Apprenticeship Programme

Key information when employed on a Marston's Young Apprenticeship:

The Programme:

- Company Induction
 - Footprint Part 1 (first shift)
 - Footprint Part 2 – Smile/Recipe for Success (within 4 weeks)
 - Mandatory E-Learning Course (first 12 weeks)
- As an Apprentice you will receive on-going assessor support from our training provider Babcock
- A weekly rota will need to be completed highlighting the topics to be covered in that week with feedback comments/actions this must be completed to provide evidence that training has been completed.
- At the end of the programme Marston's has the option to offer a Young Apprentice a permanent position and to develop further through Marston's Career Path, or to cease the contract to allow the Apprentice to seek alternative employment.
- Candidates must work a minimum of 30 hours per week in order to meet the legislative requirements of the Apprenticeship scheme.
- All other terms and conditions are as per current Team Member

Development at Premium Pubs and Bars

For Team Members working within Premium Pubs and Bars, a different career path is in place to that described in this Handbook. This has been specifically created for you by the Academy Manager responsible for the development of Team Members across this area of the business. For further details please refer to your General Manager or your AOM.

Notice Periods

If you wish to leave the Company you should ensure that you give your notice in writing to your General Manager. Your last day of work will then be confirmed to you. If you do not confirm your intention to resign in writing, but do so verbally, you will be sent a letter confirming acceptance of your resignation which will also ask you to provide written confirmation.

During your probationary period, you are required to give one week's notice of the termination of your employment. This applies to all Team Member positions. You may not be required to work your period of notice. Where this is the case, you will be paid in lieu of notice.

Following successful completion of your probationary period, should you wish to leave the Company you are required to give the following notice:-

JOB TITLE	NOTICE PERIOD REQUIRED
Cleaner; Handyman/Gardener; Receptionist; Youth Waiting Staff (16 & 17 Year Olds); Sales & Service/Waiting Staff; Kitchen Porter; Kitchen Assistant; Non CDP Line Chef; CDP Line Chef; Non CDP Second Chef; CDP Second Chef; Keyholder; Keyholder Supervisor; Senior Sales & Service (Premium Pubs and Bars ONLY)	1 weeks' notice
Non CDP Head Chef; CDP Head Chef; Non Keyholder Assistant Manager; Keyholder Assistant Manager; Deputy Manager (On Company's Deputy Managers Programme)	1 months' notice

Your statutory right to notice from the Company is as follows:-

JOB TITLE	LENGTH OF SERVICE	LENGTH OF NOTICE
Cleaner; Handyman/Gardener; Receptionist; Youth Waiting Staff (16 & 17 Year Olds); Sales & Service/Waiting Staff; Kitchen Porter; Kitchen Assistant; Non CDP Line Chef; CDP Line Chef; Non CDP Second Chef; CDP Second Chef; Keyholder; Keyholder Supervisor; Senior Sales & Service (Premium Pubs and Bars ONLY)	Up to 1 years' service	1 week
	1 to 12 years	1 week for each complete year of service
	Over 12 years	12 weeks
Non CDP Head Chef; CDP Head Chef; Non Keyholder Assistant Manager; Keyholder Assistant Manager; Deputy Manager (On Company's Deputy Managers Programme)	Up to 4 years' service	1 month
	4 - 12 years	1 week for each complete year of service
	Over 12 years	12 weeks

Retirement

The Company believes that Team Members should, wherever possible, be permitted to continue working for as long as they wish and are able to do so. Team Members therefore individually choose when to stop working.

Redundancy

Marston's Inns and Taverns regards redundancy as a final step and seeks to avoid making redundancies where possible. When a potential redundancy situation arises you will be consulted with at the earliest reasonable opportunity. If you are made redundant and you have the necessary qualifying service you will be entitled to Statutory Redundancy Pay and notice.

References

If you require a reference for a new job, mortgage, job seekers form or something similar requiring confirmation of your pay, this should be forwarded in writing to the People Connect Department. This can be posted to the Head Office address; Marston's, Marston's House, Brewery Road, Wolverhampton, WV1 4JT or faxed to 01902 329725.

Company Rules & Standards

All Team Members are required to observe and comply with the following;

- You must acquaint yourself with prices charged and must charge these prices and no other at all times. You must record all sales in the till at the time of the transaction. This must be recorded in the till designated for use in the room where the transaction occurs. Under no circumstances may you record details other than the correct amount. If a mistake has occurred, please inform your General Manager or Deputy Manager immediately
- Under no circumstances should you give away, without charging, any Company products without the express consent of your General Manager
- Under no circumstances whatsoever may you consume, remove, or dispose of any of the Company's goods for whatever reason and in whatever quantity, without the express consent of a General or Deputy Manager. Any items authorised for disposal will be entered into a wastage book to ensure accurate recording
- You must not engage in any act likely to jeopardise the licence or bring the good reputation of the Company or pub/bar into disrepute either whilst on or off duty
- All criminal incidents that take place on Company premises must be reported to the Company and the police at the earliest opportunity. You should report details to your local police station and you are advised to record the police officer's name, their number and the crime reference number provided to you
- You should always report to work in advance of your shift and be ready to start work for your start time and work all appointed hours. If you are unable to attend work for any reason, you must personally notify your General Manager or a member of the management team a minimum of two hours prior to the commencement of your shift; if they are not available you should leave details for them to be able to contact you. Communication of your inability to attend work via text message or messages left with colleagues is not acceptable
- Mobile phones should be switched off whilst at work and kept securely away from your work area. Text messages should not be sent whilst on duty
- You must not play on the gaming machines during your working hours
- The Company reserves the right to require Team Members to agree to their person or property being searched whilst on the Company's premises, or at any reasonable time at the request of the Management team. You have the right to be accompanied throughout the search by a fellow colleague. In the event that you do not agree to the search, the Management reserve the right to contact the police for further investigation
- No personal cash should be on your person whilst on duty. You are also advised not to leave your personal property at your place of work. Any property left is done so at your own risk and the Company will not accept any liability for loss or damage
- The refreshment at work benefit must only be processed by the General Manager or Deputy Manager. Abuse of this discount scheme and/or the Company privilege card scheme may result in disciplinary action, up to and including dismissal. Please see the benefits section of this Handbook for the details of these schemes
- You are required to attend all Company training/briefing sessions as prior arranged by the management team. Failure to do so without notifying your General Manager in advance of the meeting may result in disciplinary action
- There is no entitlement to use the Company's telephones or fax facilities for private purposes. However, the Company appreciates that there may be times when a private local phone call needs to be made. Any unreasonable use of the phones for private calls will result in a charge for the cost of these calls
- Upon the termination of employment for whatever reason, all Company property including uniform and keys should be returned to the General Manager as soon as possible

This list of Company Rules & Standards is not exhaustive. If you have any questions in respect of what is required of you, then you will need to raise this with your General Manager. Contravention of Company Rules and Standards may lead to disciplinary action being taken, which may result in dismissal.

Expected Standards of Dress

At all times you are expected to be neatly and tidily dressed and where a uniform is provided or there is an agreed code of dress, then this should be worn at all times. Due to Health & Safety and food handling requirements, the following rules should be observed at all times.

Personal Appearance

- Hair must be well groomed, neat and tidy and of any style or colour which is acceptable to the trading format of the pub / bar
- Long hair must be tied back
- Extreme hair styles and shades are not permitted
- Your face must either be clean shaven and any beard and/or moustache must be neatly trimmed
- Make-up should not be excessive
- All items of clothing should be clean and ironed
- All visible tattoos must be covered
- All finger nails should be kept short and clean.
- No nail varnish, false nails, gel nails or Shellac nails can be worn
- Closed toe shoes must be worn at all times
- Trainers are not permitted

Jewellery (Kitchen Only)

- Only one plain wedding ring to be worn. No rings with stones
- No earrings may be worn in the kitchen
- No facial jewellery is permitted
- No watch may be worn
- No other jewellery may be worn

Jewellery (Front of House Only)

- Only one plain wedding ring to be worn
- Only one small sleeper per ear – no studs earrings
- No facial jewellery is permitted
- One watch
- One bracelet
- One necklace

Data Protection

Marston's Inns and Taverns aims to ensure compliance with the Data Protection Act 1998 (DPA) in collecting and processing personal data, whilst taking into account the rights of all employees. The type of data held by the Company includes items held on your application form, pay records, training and appraisal records, and other information that arises during the course of your employment. For the purposes of the DPA you are deemed to consent to the Company obtaining and processing personal data including sensitive data of which you are the subject.

In accordance with the Data Protection Act you can have access to all personal data held on you in electronic or paper based format. To make such a request you should do so in writing to your General Manager. Any requests for access to personal data will be responded to within 40 days. The Company reserves the right to levy a charge for such requests, prior to releasing any data.

Employee Monitoring

The Company records and monitors the use of all Company resources. This includes, but is not limited to, the numbers dialled and the calls made from Company phones, utility bills, email and internet usage, expenses claims and EPOS till usage. The Company also routinely monitors public interaction and social networking websites for reference to the Company and its employees.

Computers, Email and Internet Use

The Computer System means the Back Office Computer, tills and any other associated EPOS equipment.

The Computer System is the property of the Company and may only be used for legitimate business purposes. You are only authorised to use the Computer Systems and have access to information which is relevant to your job. All Team Members have a responsibility to use the Computer System in a professional, lawful and ethical manner. Abuse of the system may lead to damage and financial loss to the Company through the introduction of viruses or other damaging software. As a consequence abuse of the Computer System (including e-mail/ internet) may result in disciplinary action including possible termination of employment and civil and/or criminal liability.



Confidentiality

You are not permitted to unlawfully:-

- Use any confidential information; or
- Make or use any copies; or
- Disclose any confidential information to any person, Company or other organisation whatsoever

The restriction does not apply to information used in the proper cause of your duties; as required by law or to any confidential information which is or becomes in the public domain other than through the employee's unauthorised disclosure.

Grievance Procedure

The Company encourage the resolution of problems informally but accepts that this is not always possible. In recognition of this, a formal procedure involving the progressive escalation of an issue is available. You have the right to have grievances taken seriously by the Company, to have them fully investigated and to be informed in writing of the decision made. A copy of the Grievance Procedure Policy relevant to you can be found in Appendix Four.

Disciplinary Procedure

The purpose of the disciplinary procedure is to ensure fairness and consistency of the treatment of Team Members whose performance or conduct does not meet the Company's rules or standards.

You are entitled to expect that this procedure will be applied consistently and with the primary aim of resolving any perceived shortfall in conduct or performance. All cases will be thoroughly investigated in an open manner. You will have the opportunity to fully state your case and have the right of appeal against formal disciplinary decisions. Where necessary, the Company reserves the right to suspend you on full pay whilst investigating allegations of misconduct/unacceptable behaviour.

A copy of the Disciplinary Procedure relevant to you can be found in Appendix Five.

Representation

You may elect to be represented by a Trade Union representative or by a colleague employed by the Company at all stages of the Disciplinary or Grievance Procedure. The Trade Union representative does not have to be recognised by the Company, for an accredited Trade Union Official to be a representative. No other person is permitted as a representative.

Collective Bargaining

The Company does not recognise a collective bargaining agreement in relation to the Terms and Conditions of your position.

Equal Opportunities

It is the Company's policy to treat all employees and job applicants in the same way regardless of their sex, sexual orientation, age, marital status or civil partnership status, nationality, colour, race, religious beliefs or religion, origin, membership or non-membership of a trade union, spent convictions or disability.

The Company employs people in its best interest knowing our objectives will best be met with employees who are skilled at the job in hand, enjoy their work, and are able to contribute. These talents and the contribution that everyone makes are recognised by the Company and supported by the Equal Opportunities Policy.

Therefore, decisions on recruitment, selection, training and promotion will be made on the basis of personal merit and the skills and personality most suited to perform the job. A copy of the Company's Equal Opportunity Policy can be found in Appendix Six, and it applies to the advertisement of jobs, recruitment and appointment, training, promotions, conditions of work, pay and to every other aspect of employment.

The policy also applies to the treatment of our customers.

Policy Review

All policies and procedures are reviewed on a regular basis and amendments/additions will be communicated as necessary to employees. Usually this communication process will be via letter or e-mail but can be any of one or more methods deemed appropriate at the time.

Overview

Marston's Inns and Taverns provide a range of benefits for you. The information provided below is designed to give you an overview of your benefits package. For some of the benefits detailed, there are minimum service requirements and a few Terms and Conditions that you should note. Please speak to your General Manager for further information.

Refreshment at Work

This benefit offers you discounts off food and drinks whilst at work, and is available from the first day of your employment. Every day that you work in your pub for more than two hours you are able to enjoy the following, which must be taken immediately before, during or straight after your shift;

- 50% food discount is provided to Team Members working in Marston's Inns and Taverns /Premium Pubs and Bars operating a Company menu. Please note the benefit provided within a Two for One brand format (or similar discounted menu) will apply to one Team Member only and for one meal per each transaction; the benefit cannot be used by 2 or more Team Members for multiple meal transactions. For the avoidance of doubt, the Two for One discount cannot be used in conjunction with the Refreshment at work benefit.
- 50% drink discount is provided to all Team Members on post mix and cordial drinks

This discount is provided on food detailed on the menu and specials board, but excludes the children's menu. The Refreshment at Work only applies to you, and does not extend to friends and family. You must ensure that either the General Manager or Duty Manager processes your Refreshment at Work, and that the transaction is paid for at the time of order, and a receipt is kept for your food and / or drink. No tabs are allowed under any circumstances.

Marston's Inns and Taverns Privilege Card

The Marston's Inns and Taverns Privilege Card offers you 20% discount on food, accommodation and function room hire, in most Marston's Inns and Taverns and is issued to Team Members following completion of 3 months' service. Cards are issued in January, April, July and October based on 3 months service as at the set point of issue.

Designed to be used when socialising outside of work, the 20% discount off food, also applies to family and friends dining with you. By using your card within our hotels you will receive 20% off the room rate and the discount is not only for you but again, any family or friends staying with you at the hotel. To ensure you know where you can use your card, we send you a handy-to-keep pub guide with your card.

There are a few Terms and Conditions that apply to this scheme which are as follows;

- Your card must be signed on receipt
- Cards will be issued to Team Members with 3 months continuous service at the set point of issue
- 20% discount is provided at pubs participating in the Marston's Inns and Taverns Privilege Scheme
- The discount is on food detailed on all Company menus and special boards, the cost of function room hire and the cost of the room and breakfast, where included within the room rate
- Christmas Day and Mother's Day are excluded from the discount scheme as well as any food promotion that includes a free drink. Discount is available on all other Bank Holidays and food promotions, including 'Two for One' offers
- Cards will be valid for a maximum period of up to 2 years. Dependent on when the card is issued to you, your card will be valid until the expiry date detailed on the back of the card
- Cards must be presented prior to ordering. No card, no discount
- Exchange or sale of the discount card is prohibited. The card is non-transferable and discounts cannot be exchanged for cash
- Marston's Inns and Taverns reserve the right to vary the participating pubs at any time without giving notice to card holders

Both the Refreshment at Work and Privilege Card are operated at the discretion of Marston's Inns & Taverns. We reserve the right to amend or withdraw the schemes at any time. Both schemes are non-contractual benefits.

£2,000 Introductory Site Fee

An introductory fee of £2,000 (tax free) will be paid to you if you introduce a development site or trading pub which we subsequently purchase for Marston's Inns and Taverns. To put a site forward, please contact the Estates Director's secretary for further guidance.

Pension

We may be required by statute to automatically enroll you into a Pension Scheme. The Company will use the National Earnings Savings Trust (NEST), a straightforward pension scheme that gives you the potential to build one retirement pot for life. Further details will be provided in a separate letter which will be sent to you shortly after you commence employment with us.

If you do not initially qualify, we will continue to assess your earnings in subsequent pay periods and should you qualify, you will be informed of the date you were enrolled and your options following enrolment.

Bonus Scheme for Keyholder Assistant Managers and CDP Level 3 Head Chef

The Company runs a bonus scheme for Keyholder Assistant Managers and CDP Level 3 Head Chefs, which you will be eligible for once you have been signed off. To see if you qualify or for further details of the scheme are available either from your General Manager or are available from the HUB.

Staff Incentives

From time to time Marston's Inns and Taverns may introduce non-contractual Team Member incentives schemes. You will be notified by your General Manager of your eligibility to participate in these initiatives.

Save-As-You-Earn

This is an opportunity, after a minimum service period of 2 years (as at a set date of invitation), to make regular savings with the option (after a specified period of time) to use these savings to purchase Marston's PLC shares, at a discounted price. If at the end of the process you choose not to buy the shares, you can have your cash returned, plus the interest it has accrued.

Long Service Awards

Our Long Service Awards scheme is designed to reward you for exceptional levels of service at 5, 10, 15, 20, 25, 30, 35 and 40 years of service. Long service awards are calculated on a monthly basis and your Area Operations Manager will deliver your gift to you when you have reached one of these significant milestones.

Retirement Awards

If you retire with more than 10 years' service over the age of 60, you will be eligible for a retirement gift. The Retail HR department will contact you if you qualify.

MATERNITY POLICY – TEAM MEMBER

POLICY STATEMENT

The Company recognises the value its Team Members place on their work life balance. To this end the Company has a Maternity Policy which aims to provide practical support on and around the time of the baby's birth. The policy also provides financial support in line with statutory provision and clear guidelines on how to follow the procedure.

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

The following definitions are used in this policy:

"Expected Week of Childbirth" means the week, starting on a Sunday, during which the Team Member's doctor or midwife expects her to give birth. "Qualifying week" means the 15th week before the expected week of childbirth.

Notification of Pregnancy

On becoming pregnant, a Team Member should notify her General Manager as soon as possible. This is important as there are Health and Safety considerations that need to be discussed between the Team Member and her General Manager.

By the end of the Qualifying week, or as soon as reasonably practicable afterwards, the Team Member is required to inform their General Manager of:

- the fact that she is pregnant;
- her expected week of childbirth; and
- the date on which she intends to start her maternity leave

The employee must also provide a MAT B1 form to her General Manager as soon as it is issued. This is the certificate issued from a doctor or midwife confirming the Expected Week of Childbirth. The form must have either the doctor's name and address or the midwife's name and registration number on it.

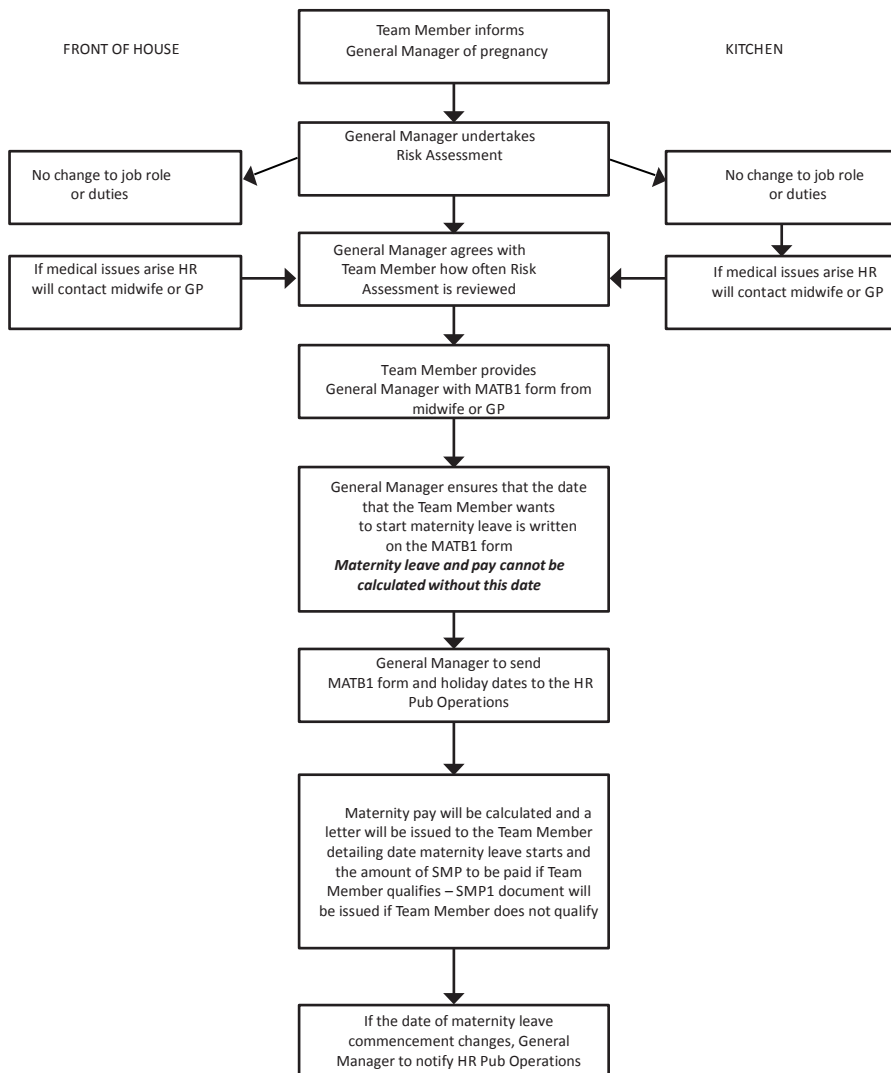
The form must be sent directly to the Assistant HR Systems Advisor in the HR Pub Operations Team by post (NOT within the weekly Payroll envelope), ensuring that the Team Member's intended start date of maternity leave is clearly detailed on the form. Failure to provide a maternity leave start date will significantly delay the process of calculating the Team Member's eligibility to receive maternity pay from the Company.

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

The HR Pub Operations Department on behalf of the Company will formally respond in writing to the Team Members notification of her leave plans within 28 days of receipt of the MATB1 form, confirming the date on which she is expected to return to work if she takes her full 52 week entitlement to maternity leave.

Maternity Process

The following outlines the key steps that will be taken.



Ante-Natal Care

All pregnant Team Members whether full or part time and regardless of length of service have a right to be granted reasonable requests for time off for antenatal care. These visits must be on the advice of the doctor, midwife or health visitor.

In order to be entitled to take time off for antenatal care, the Team Member is required to produce a certificate from her doctor, registered midwife or health visitor, stating that she is pregnant. Except in the case of the first appointment, the employee should also produce evidence of the appointment, such as a medical certificate or appointment card, if requested to do so.

Antenatal care may include relaxation and parent craft classes that the Team Members doctor, midwife or health visitor has advised her to attend, in addition to medical examinations. The Team Member should endeavour to give her General Manager as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day or on non-working days where possible.

Maternity Leave – Ordinary & Additional

All pregnant Team Members, regardless of their hours of work or length of service, have a right to a period of up to 26 weeks Ordinary Maternity Leave and 26 weeks Additional Maternity Leave, making a total of 52 weeks, and to return to work before or at the end of the leave.

In order to qualify for Maternity Leave the Team Member must properly notify her General Manager of the following in writing, by the Qualifying week, unless this is not reasonably practicable:

- Their pregnancy and the Expected Date of Childbirth
- The intended start date of their Ordinary Maternity Leave
- To provide a medical certificate from their GP/Midwife confirming the Expected Week of Confinement

The failure to comply with any of these requirements may disqualify a Team Member from entitlement to Maternity Leave and/or Maternity Pay and to the protection of their Terms and Conditions of Employment.

The period of Ordinary Maternity Leave to which a Team Member meeting these conditions is entitled to is 26 weeks starting from the notified date or from the date of birth, if this is earlier. Team Members may choose to start their Ordinary Maternity Leave at any time between the 11th week before the Expected Week of Confinement and the actual birth itself. If the Team Member gives birth during this period, the Ordinary Maternity Leave will automatically start.

If the Team Member gives birth before her maternity leave was due to start, she must notify her General Manager in writing of the date of the birth as soon as reasonably practicable.

Maternity and Sickness

If the Team Member is absent due to pregnancy-related illness after the beginning of the 4th week before the Expected Week of Confinement, the maternity leave automatically starts. If however, the Team Member is absent due to non-pregnancy-related illness within the four weeks prior to the birth, the Team Member is entitled to sick leave in line with the terms of their contract. Ordinary Maternity Leave may not start prior to the 11th week before the Expected Week of Confinement (unless the birth has actually occurred prior to this date).

Compulsory Maternity Leave

Team Members must have at least two weeks maternity leave after the physical birth of the child.

Maternity Pay for Team Members with more than 26 weeks service (as at qualifying week)

A Team Member who has completed 26 weeks continuous employment up to and including the qualifying week, who has average earnings of at least the lower earning limit for National Insurance Contributions, will qualify for Statutory Maternity Pay.

Maternity Pay will begin with the first full week of the Ordinary Maternity Leave, provided that the Team Member does not work for the Company that week, or if a pregnancy related illness continues into, or occurs within four weeks of the Expected Week of Confinement. A Team Member should note that Statutory Maternity Pay is only paid for full weeks; therefore, by stopping work midweek, this would mean that Maternity Pay would be paid for the first full week following that date.

For those Team Members with 26 weeks service at the qualifying week, whose average earnings fall below the current lower earning limit for National Insurance Contributions, no Statutory Maternity Pay from the Company will be paid, but they may still qualify for Maternity Allowance from the government.

Maternity Pay for Team Members with less than 26 weeks service (as at qualifying week)

If a Team Member has less than 26 weeks service as at the qualifying week, no Statutory Maternity Pay will be paid. In this situation, a Team Member will be issued with a SMP1 form from the Company, which will allow them to claim for Maternity Allowance from their local Social Security Office. The Team Member still remains an employee of the Company and is entitled to both Ordinary and Additional Maternity Leave.

Benefits

During both Ordinary and Additional Maternity Leave, the Team Member is entitled to receive all her contractual benefits, except for pay. For example, this means you can continue to use your Privilege Card.

Annual Holiday Leave and Maternity Leave

A Team Member is entitled to receive annual leave during their maternity leave period.

If the maternity leave period is likely to cross over into a new annual leave year, Team Members should consider, with their General Manager's agreement taking annual leave for the current leave year, prior to the start of maternity leave. Any annual leave accrued in the new leave year, may be taken either prior to the maternity leave period or at the end of the maternity leave period, prior to returning to work with the agreement of their General Manager. Annual leave cannot however be taken between the end of the paid maternity period and the beginning of any unpaid maternity period.

On occasions where the maternity start/end date does not allow sufficient time for the Team Member to take their annual leave entitlement in that particular annual leave year the Team Member may wish to consider altering their maternity leave start/end date to allow them to take their entitlement. If the Team Member does not want to do this then they will lose their entitlement to the untaken annual leave. No payment in lieu of annual leave will be made.

Contact during Maternity Leave

Shortly before a Team Member's maternity leave starts, she needs to agree with her General Manager the arrangements for her to keep in touch during her leave, should she wish to do so. The Company reserves the right in any event to maintain reasonable contact with the Team Member from time to time during her maternity leave. This may be to discuss the Team Member's plans for return to work, discuss any special arrangements to be made or training to be given to ease her return to work or simply update her on developments at work during her absence.

Keeping in Touch Days

Except during the first two weeks after childbirth, a Team Member can agree to work for the Company (or to attend training) for up to 10 days during either Ordinary Maternity Leave or Additional Maternity Leave without that work bringing the period of her maternity leave to an end and without loss of a week's Statutory Maternity Pay. These are known as 'Keeping-In-Touch' days. Any work carried out during the course of a day shall constitute a day's work for these purposes.

The Company has no right to require the Team Member to carry out any work, and the Team Member has no right to undertake any work, during her maternity leave. Any work undertaken, is entirely a matter for agreement between the General Manager and the Team Member. Any Keeping-In-Touch days worked do not extend the period of maternity leave. Once the Keeping-In-Touch days have been used up, the Team Member will lose a week's Statutory Maternity Pay for any week in which she agrees to work for the Company.

Returning to Work

If the Team Member intends to return to work earlier than the end of their Additional Maternity Leave, she must give the General Manager a minimum of 8 weeks written notice of her intended date of return. If a Team Member attempts to return to work early, without having given the General Manager the requisite notice, the Company has the right to postpone her return until a date which would be equivalent to the 8 weeks' notice, or the expiry of the maternity leave period, whichever is earlier.

A Team Member who intends to simply return to work at the end of the 52 weeks does not have to give notice of their intention to do so, they may just return to their job. However, it is good practice for Team Members to inform their General Manager of their intention to return in order for appropriate arrangements to be made. Team Members are expected, wherever possible, to co-operate with the Company and keep them fully informed as to when they wish to return to work.

If the Team Member decides not to return to work after maternity leave, she must give notice of resignation as soon as possible to her General Manager and in accordance with the Terms and Conditions of Employment. If the notice period would expire after maternity leave has ended, the Company may require her to return to work for the remainder of the notice period.

Transfer of Maternity Leave

If a Team Member proposes to return to work early without using her full 52-week entitlement to maternity leave by giving proper notification of an early return, in accordance with the rules set above, she may be eligible to transfer up to 26 weeks of her outstanding maternity leave (and outstanding Statutory Maternity Pay) to her spouse, civil partner or partner, or the father of her child. This is to be taken as Additional Paternity Leave (and Additional Statutory Paternity Pay) on her return to work.

The earliest that Additional Paternity Leave may commence is 20 weeks after the date on which the Team Member's child is born and it must end no later than 12 months after the date of birth. The minimum period of Additional Paternity Leave is two consecutive weeks and the maximum period is 26 weeks. The Team Member must therefore have at least two weeks of her maternity leave that remains unexpired.

Further details should be obtained from the Team Member's spouse or partner's employer. If the Team Member wishes to transfer part of her maternity leave entitlement in this way, she will be required to submit a written and signed declaration form to the employer, which may also make additional enquiries of the Company to verify its employee's entitlement to Additional Paternity Leave and Pay.

Inability to Return to Work due to Ill Health

If the Team Member is unable to return to work after the end of her Ordinary Maternity Leave or Additional Maternity Leave, she will be treated in the same way as any other sick employee and will be subject to the Company's rules relating to sick employees.

Flexible Working

The Team Member only has the absolute right to return to the role and hours they were on when they left. However, they do have a right to request the Company consider flexible working arrangements.

Whilst no guarantee that the Company will be able to accommodate a request, all applications will be considered with a view to reaching a mutually satisfactory outcome.

A Team Member has no automatic right to return to part time working if they were full time before going on maternity leave. However, the Team Member should discuss this matter with the General Manager, as there may be an opportunity for part time hours or there may be an opening for a part time vacancy in the future.

Change of Address / Contact Details

If during your maternity leave you change address or contact details, please provide the changes immediately to your General Manager.

PATERNITY POLICY – TEAM MEMBERS

POLICY STATEMENT

The Company recognises the value its Team Members place on their work life balance. To this end the Company's Paternity Policy aims to provide practical support on and around the time of the baby's birth.

The policy provides financial support in line with the statutory provision and clear guidelines as to the benefits provided and the procedures to follow. No-one will be discriminated against or subjected to a detriment for taking leave in accordance with this policy.

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

Eligibility

Team Members need to satisfy the following criteria in order to qualify for paternity leave. They must:

- Have or expect to have responsibility for the child's upbringing
- Be making the request to help care for the child or to support the child's mother
- Be the biological father of the child or the mother's husband or partner
- Have 26 weeks service leading into the 15th week before the baby is due
- Provide a Self-Certificate as evidence that they meet these eligibility conditions

Ordinary Paternity Leave

A Team Member whose wife, civil partner or partner gives birth to a child, or who is the biological father of the child, is entitled to two weeks' ordinary paid paternity leave provided that he/she has 26 weeks' continuous service by the end of the 15th week before the week in which the child is expected.

Ordinary paternity leave is also available to adoptive parents where a child is matched or newly placed with them for adoption. Either the adoptive father or the adoptive mother may take ordinary paternity leave where the other adoptive parent has elected to take adoption leave. In respect of an adopted child, the Team Member must have 26 weeks' continuous service by the week in which the child's adopter is notified of having been matched with the child for adoption.

Length of Ordinary Paternity Leave

Eligible Team Members will be entitled to choose to take either one or two consecutive weeks' paternity leave (not odd days). Team Members are required to give reasonable notification to their General Managers to ensure cover arrangements can be made. Only one period of leave will be available irrespective of whether more than one child is born as the result of the same birth.

Team Members can choose to start their leave:

- From the date of the child's birth or the date the child is placed for adoption (whether this is earlier or later than expected), or
- From a chosen number of days or weeks after the date of the child's birth or is placed for adoption (whether this is earlier or later than expected), or
- Any day of the week on or following the child's birth but must be completed within 56 days of the actual date of birth of the child or the date the child is placed for adoption, or if the child is born early, within 56 days from the actual date of birth.

Notice of Intention to take Paternity Leave

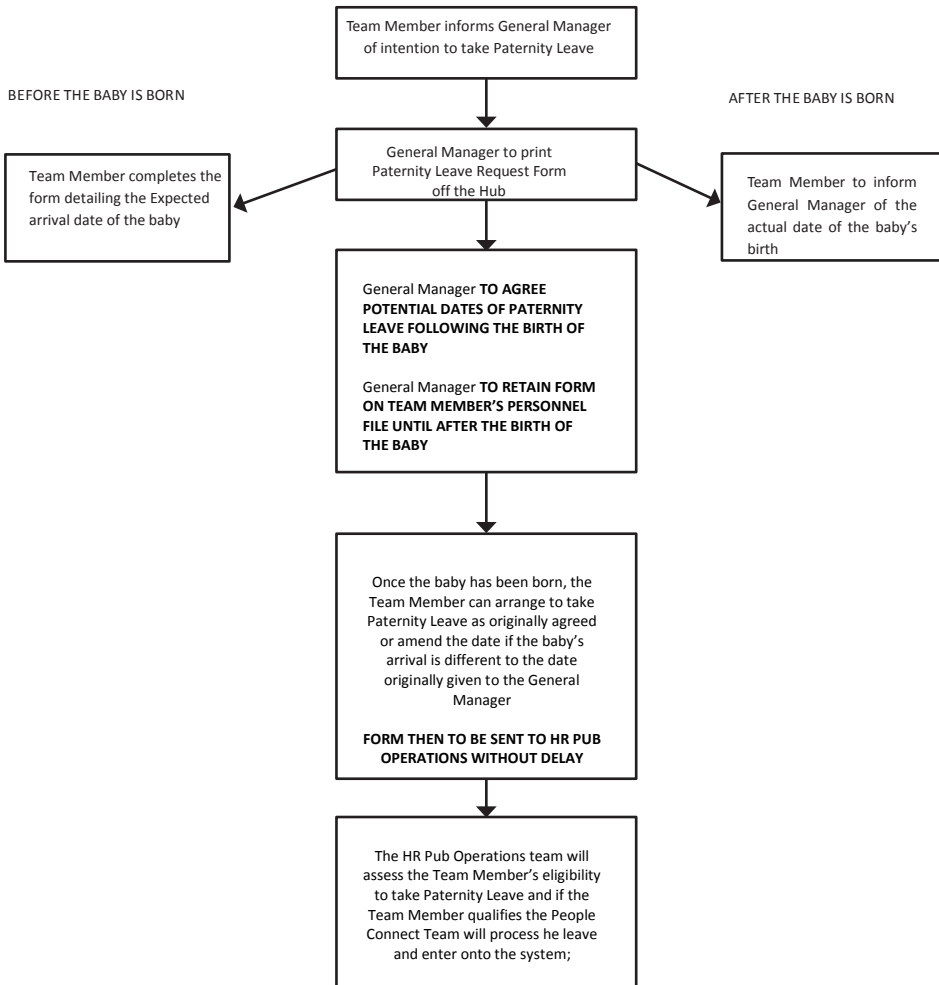
Team Members will be required to inform the Company of their intention to take Paternity Leave by the 15th week before the baby is expected, unless this is not reasonably practicable. The Team Member will be required to complete a Self-Certification Form, available from your General Manager (situated on the Hub), which details;

- The week the baby is due
- Whether they wish to take one or two weeks' leave
- When they want their leave to start
- Their intention to take Additional Paternity Leave

Team Members will be able to change the date on which they want their leave to start providing they tell their General Manager at least 28 days in advance, unless this is not reasonably practicable. Team Members need to tell the Company of the date they expect any payment for Paternity Pay to start, at least 28 days in advance, unless this is not reasonably practicable. As with all other requests for leave, General Managers may reasonably refuse a request having regard to operational constraints and peak trading times.

Paternity Process

The following outlines the key steps that will be taken:



Paternity Leave is either taken as one week's leave or two week's continuous leave. The leave cannot be split into two separate weeks or individual days.

Paternity Leave can only be taken after the birth of the baby and must be taken within 56 days of the birth of the baby.

Ordinary Paternity Pay

Eligible Team Members will be paid Statutory Paternity Pay (SPP) for either the one or two weeks of Ordinary Paternity Leave. Team Members are entitled to the benefit of their normal Terms and Conditions of Employment, except for terms relating to their pay, throughout their Ordinary and Additional Paternity Leave.

Additional Paternity Leave

Eligible Team Members may take up to 26 weeks Additional Paternity Leave within the first year of their child's life provided that the mother has returned to work before using her full entitlement to Maternity Leave.

- Additional Paternity Leave is also available to adoptive parents within the first year after the child's placement for adoption, provided that the child's adopter who elected to take Adoption Leave (the "primary adopter") has returned to work before using his/her full entitlement to Adoption Leave
- The earliest that additional Paternity Leave can commence is 20 weeks after the date on which the child is born, or 20 weeks after the date of placement of the child for adoption, and it must end no later than 12 months after that date. Additional Paternity Leave must be taken as a single block in multiples of complete weeks. The minimum period is two consecutive weeks and the maximum period is 26 weeks
- Additional Paternity Leave will generally commence on the Team Members chosen start date specified in his/her Paternity Leave Self Certification Form

During the period of Additional Paternity Leave, the Team Member's Contract of Employment continues in force and he/she is entitled to receive all his/her contractual benefits, except for pay. Team Members are encouraged to take any outstanding annual leave due to them before the commencement of Additional Paternity Leave. Team Members are reminded that holiday must be taken in the year that it is accrued and therefore if the holiday year is due to end during Additional Paternity Leave, the Team Member should take his/her outstanding entitlement before starting his/her Additional Paternity Leave.

Eligibility for Additional Paternity Leave

In order to be eligible for Additional Paternity Leave, the Team Member must satisfy each of the following criteria:

- He/she must be the father of the child / married to the civil partner / the partner of the child's mother / married to the civil partner / partner of the primary adopter, and, in the case of a birth child, expect to have the main responsibility for the upbringing of the child (apart from the mother's responsibility). In the case of adoption, he/she must have been matched with the child for adoption. In both cases, he/she must be taking the leave to care for the child
- He/she must have a minimum of 26 weeks' service, as at the end of the 15th week before the week in which the child is due to be born or, in respect of an adopted child, as at the end of the 15th week before the week in which he/she was notified of having been matched with the child
- He/she must remain in continuous employment until the week before the first week of Additional Paternity Leave

The mother of the child must be entitled to one or more periods of maternity leave, Statutory Maternity Pay or Maternity Allowance. In the case of adoption, the primary adopter must be entitled to one or both of adoption leave or Statutory Adoption Pay. The mother or primary adopter must have returned to work and forfeited a portion of his/her Maternity or Adoption Leave.

Notification of Additional Paternity Leave

Where a Team Member wishes to request Additional Paternity Leave and Pay, he/she must give his/her General Manager and the HR Pub Operations eight weeks written notice of the date on which he/she wishes to take the leave and, if applicable, Additional Statutory Paternity Pay to commence. The request should be made by submitting the Paternity Leave Self Certification Form available from your General Manager via The Hub.

At the same time, the mother or primary adopter must submit a written and signed declaration form ('Additional Paternity Leave – Mothers Declaration Form') stating:

- his/her name, address and National Insurance number;
- the date that he/she intends to return to work;
- that he/she has given notice to his/her employer of returning to work;
- that he/she is entitled to Statutory Maternity Pay, Maternity Allowance or Statutory Adoption Pay;
- the start date of his/her maternity or adoption pay period;
- confirmation that the employee satisfies the relationship eligibility conditions;
- that he/she consents to the Company processing the information contained in the declaration form; and
- that the employee is to his/her knowledge the sole applicant for Additional Statutory Paternity Pay and, in the case of a birth child, also that the employee is to his/her knowledge the only person exercising the entitlement to Additional Paternity Leave in respect of the child

On request by the Company, the Team Member must produce the name and business address of the mother's or primary adopter's employer and a copy of the child's birth certificate or, in the case of an adopted child, evidence of the name and address of the adoption agency, the date on which he/she was notified of having been matched with the child and the date on which the agency expects to place the child for adoption. The Team Member must supply this information within 28 days of it being requested.

The Team Member is permitted to bring forward his/her Additional Paternity Leave start date, provided that he/she advises the Company in writing at least six weeks before the new start date or, if that is not possible, as soon as reasonably practicable. The Team Member may also postpone his/her Additional Paternity Leave start date, or cancel his/her Additional Paternity Leave altogether, provided that he/she advises the Company in writing at least six weeks before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The HR Pub Operations (on behalf of the General Manager) will formally respond in writing to the Team Members notification of his/her Additional Paternity Leave plans within 28 days, confirming the relevant start and end dates of Additional Paternity Leave and Pay.

Additional Statutory Paternity Pay

Additional Statutory Paternity Pay may be payable during some of Additional Paternity Leave. A Team Member is entitled to Additional Statutory Paternity Pay if:

- he/she must be the father of the child / married to the civil partner / the partner of the child's mother / married to the civil partner / partner of the primary adopter, and, in the case of a birth child, expect to have the main responsibility for the upbringing of the child (apart from the mother's responsibility). In the case of adoption, has been matched with the child for adoption, and in either case intends to care for the child during the Additional Statutory Paternity Pay period;
- he/she has a minimum of 26 weeks' service, as at the end of the 15th week before the week in which the child is due to be born or, in respect of an adopted child, as at the end of the 15th week before the week in which he/she was notified of having been matched with the child (the relevant week);
- he/she remains in continuous employment until the week before the Additional Statutory Paternity Pay period begins;
- his/her average weekly earnings for the period of eight weeks ending with the relevant week are not less than the lower earnings limit for National Insurance contributions;
- the mother is entitled to Statutory Maternity Pay or Maternity Allowance or, in the case of adoption, the primary adopter is entitled to Statutory Adoption Pay, and the mother or primary adopter has returned to work before his/her full entitlement to Statutory Maternity Pay/Maternity Allowance/Statutory Adoption Pay has been exhausted;
- the mother or primary adopter has at least two weeks of his/her maternity or adoption pay period that remains unexpired; and
- he/she gives proper notification in accordance with the rules set out above.

Any Statutory Paternity Pay due during Additional Paternity Leave will be paid at the current Statutory Paternity Pay rate or at a rate equivalent to 90% of the Team Members average weekly earnings if this figure is less than the Statutory Paternity Pay rate per week.

Statutory Paternity Pay is payable whether or not the Team Member intends to return to work after his/her Additional Paternity Leave.

Contact during Additional Paternity Leave

Shortly before a Team Members Additional Paternity Leave starts, the General Manager will discuss the arrangements for him/her to keep in touch during his/her leave, should he/she wish to do so. The Company reserves the right in any event to maintain reasonable contact with the Team Member from time to time during his/her Additional Paternity Leave. This may be to discuss the Team Members plans for return to work, to discuss any special arrangements to be made or training to be given to ease his/her return to work or simply to update him/her on developments at work during his/her absence.

Keeping-In-Touch Days during Additional Paternity Leave

A Team Member can agree to work for the General Manager (or to attend training) for up to 10 days during Additional Paternity Leave without that work bringing the period of his/her Additional Paternity Leave to an end and without loss of a week's Statutory Paternity Pay. These are known as "Keeping-In-Touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

The General Manager has no right to require the Team Member to carry out any work, and the Team Member has no right to undertake any work, during his/her Additional Paternity Leave. Any work undertaken, including the amount paid for any work done on Keeping-In-Touch days, is entirely a matter for agreement between the General Manager and the Team Member. Any Keeping-In-Touch days worked do not extend the period of Additional Paternity Leave. Once the Keeping-In-Touch days have been used up, the Team Member will lose a week's Statutory Paternity Pay for any week in which he/she agrees to work for the General Manager. It may also bring the Additional Paternity Leave period to an end.

Returning to Work after Additional Paternity Leave

At the start of the paternity process, the Team Member will have been formally advised in writing by the Company of the end date of his/her Additional Paternity Leave (no further reminder will take place). The Team Member is expected to return on the next working day after this date, unless he/she notifies the Company otherwise. If he/she is unable to attend work at the end of Additional Paternity Leave due to sickness or injury, the Company's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

If the Team Member wishes to return to work earlier than the expected return date, he/she must give the Company at least six weeks' notice of his/her date of early return, preferably in writing. If he/she fails to do so, the Company may postpone his/her return to such a date as will give the Company six weeks' notice, provided that this is not later than the expected return date.

If the Team Member decides not to return to work after Additional Paternity Leave, he/she must give notice of resignation as soon as possible and in accordance with the terms of his/her contract of employment. If the notice period would expire after Additional Paternity Leave has ended, the Company may require the Team Member to return to work for the remainder of the notice period.

Rights on and after Returning to Work

On resuming work after both Ordinary and Additional Paternity Leave (in the latter case where it was an isolated period of leave or taken with certain other types of statutory leave), the Team Member is entitled to return to the same job as he/she occupied before commencing Paternity Leave on the same Terms and Conditions of Employment as if he/she had not been absent. Team Members taking Paternity Leave will have protection against dismissal or detriment connected with taking Paternity Leave in the same way that women taking Maternity Leave are protected.

Inability or Unwillingness to take Paternity Leave

Should any Team Member not qualify for Paternity Leave or due to personal or financial reasons, not wish to take Paternity Leave, they are free to take holiday subject to the normal conditions.

Change of Address / Contact Details

If during your Paternity Leave, you change address or contact details, please provide the changes immediately to your General Manager.

SOCIAL NETWORKING POLICY – TEAM MEMBER

POLICY STATEMENT

As Team Members are aware, the internet is provided primarily for business use. The Company recognises that some Team Members may set up personal weblogs or 'blogs' on the internet. If so, they must not breach the law or disclose Company secrets, breach copyright, defame the Company or its suppliers, customers or employees, or disclose personal data or information about any individual that could breach the Data Protection Act 1998.

The Company also recognises that many Team Members use the internet for personal purposes and that many Team Members participate in social networking on websites such as Facebook, Twitter, Bebo, MySpace and Friendster or, indeed, message boards, chat rooms or forums.

The purpose of this policy is to outline the responsibilities of Team Members using the internet to access social networking websites, and is in addition to the guidance on Computers, Email and Internet Use.

Personal use of the internet for social networking

The Company does not allow access to social networking websites from its computers at any time. The Company has added websites of this type to the list of restricted websites.

In addition, the Company does not allow Team Members to access, contribute to or participate in any personal websites, blogs, social networking websites, message boards, chat rooms or forums during working hours from any personal computer, tablet or mobile phone device.

Monitoring of internet access at work

The Company reserves the right to monitor internet usage, but will endeavour to inform an affected Team Member when this is to happen and the reasons for it. The Company considers that valid reasons for checking a Team Members internet usage include suspicions that the employee has:

- been spending an excessive amount of time viewing websites that are not work-related; or
- acted in a way that damages the reputation of the Company and/or breaches commercial confidentiality.

The Company reserves the right to retain information that it has gathered on Team Members use of the internet for a period of one year.

Personal conduct

The Company respects a Team Members' right to a private life. However, the Company must also ensure that confidentiality and its reputation are protected. It therefore requires Team Members using social networking websites to:

- refrain from identifying themselves as working for the Company;
- ensure that they do not conduct themselves in a way that is detrimental to the employer; and
- take care not to allow their interaction on these websites to damage working relationships between members of staff and clients of the Company

If Team Members choose to write about their work even without identifying the precise Company name it may still be possible for people to work out the identity. Individuals should always be conscious of their duty as employees to act in good faith and in the best interests of their Company. This duty of fidelity to the Company is a very strong legal obligation. The Company will not countenance criticisms in weblogs. Even where they are true and not defamatory, they will amount to a breach of Team Member duties.

Employees should not provide links to the Company's website. Any such links require the Company's consent.

If a Team Member is asked to contribute to an official weblog connected to the Company then special rules will apply and the Team Member will be told in detail how to operate and about what to write.

Equal Opportunity Policy

Team Members should not engage in any banter with other employees via social networking sites, personal websites or message boards (even outside working hours), which could amount to discrimination under the Company's Equal Opportunities Policy or which could amount to any other form of bullying or harassment.

Team Members should not include personal information about an individual without his/her consent, otherwise they risk breaching the Data Protection Act 1998, which is a criminal offence.

Security and identity theft

Team Members should be aware that social networking websites are a public forum, particularly if the Team Member is part of a "network". Team Members should not assume that their entries on any website will remain private. Team Members should never send abusive or defamatory messages.

Team Members must also be security conscious and should take steps to protect themselves from identity theft, for example by restricting the amount of personal information that they give out. Social networking websites allow people to post detailed personal information such as date of birth, place of birth and favourite football team, which can form the basis of security questions and passwords. In addition, employees should:

- ensure that no information is made available that could provide a person with unauthorised access to the Company and/or any confidential information; and
- refrain from recording any confidential information regarding the Company on any social networking website.

Disciplinary action

Breach of this policy could result in the Team Member being subject to disciplinary action, up to and including dismissal.

Employees should use the same safeguards as they would with any other form of communication about the organisation in the public sphere. These safeguards include

- making sure that the communication has a purpose and a benefit for the organisation;
- obtaining permission from a manager before embarking on a public campaign using social media; and
- getting a colleague to check the content before it is published.

Any communications that employees make in a professional capacity through social media must not:

- bring the organisation into disrepute, for example by:
 - criticising or arguing with customers, colleagues or rivals;
 - making defamatory comments about individuals or other organisations or groups; or
 - posting images that are inappropriate or links to inappropriate content;
- breach confidentiality, for example by:
 - revealing trade secrets or information owned by the organisation;
 - giving away confidential information about an individual (such as a colleague or customer contact) or organisation (such as a rival business); or
 - discussing the organisation's internal workings (such as deals that it is doing with a [customer/client] or its future business plans that have not been communicated to the public);
- breach copyright, for example by:
 - using someone else's images or written content without permission; or
 - failing to give acknowledgement where permission has been given to reproduce something; or
- do anything that could be considered discriminatory against, or bullying or harassment of, any individual, for example by:
 - making offensive or derogatory comments relating to sex, gender reassignment, race (including nationality), disability, sexual orientation, religion or belief or age;
 - using social media to bully another individual (such as an employee of the organisation); or
 - posting images that are discriminatory or offensive [or links to such content].

GRIEVANCE POLICY – TEAM MEMBER

POLICY STATEMENT

As a Company, Marston's are committed to creating a working environment that supports a culture of respect for individuals. From time to time, issues arise in the workplace that may need to be dealt with in a formal manner. Such issues are known as grievances.

The grievance procedure does not apply to matters related to the outcome of disciplinary action.

Expected Standards

The Company will support any Team Member who raises a grievance and no individual will be victimised in any way as a result of highlighting their concerns. The Company will deal with complaints as quickly as is practicably possible.

Informal Action

Before instigating a formal grievance, if you have a problem it is always advised that you attempt to resolve the issue quickly and informally through a one-to-one discussion with the person concerned.

Many problems arise unintentionally through misunderstandings, ineffective communication or insufficient knowledge of how the actions of one person can affect another. The majority of these problems can be resolved very quickly through minor revisions to work practices or behaviour. You are therefore encouraged to speak on an informal basis to your General Manager in the first instance in order to facilitate a speedy and appropriate resolution of the problem. This should be the first step for all Team Members and wherever possible you should strive to resolve issues in this manner.

If you do not feel you are able to approach the person in question directly, then it is advised that you contact your General Manager to discuss the matter. If your concerns relate to your General Manager and you are uncomfortable raising concerns directly to them, approaching the AOM or the Retail HR Department informally is an alternative option.

After considering the above steps if you are unsuccessful in resolving your concerns you can seek resolution through the Company's Formal Grievance Procedure.

Formal Action

If you choose to pursue a grievance formally, the following process should be followed;

Stage 1 – In order to raise the matter formally, you should submit your grievance(s) in writing to your General Manager, without unreasonable delay. Your General Manager will request your attendance at a formal grievance meeting. Details of the meeting will be recorded in writing by a member of the Management Team and a copy retained on file.

A decision will be made by the General Manager and confirmed to you in writing. If you do not agree with the outcome you have the right to proceed to Stage 2 of the Grievance Procedure.

Stage 2 – If the matter is not resolved at Stage 1, you have seven days in which to appeal following receipt of the Stage 1 grievance decision. Your appeal should be sent to the AOM clearly stating your reasons for appeal/ grievance. Alternatively, if your grievance relates to your General Manager you should submit your grievance, in writing, to your AOM in the first stage. Your AOM will arrange a meeting to discuss the problem. Once again, you will be informed of the decision and have it confirmed in writing.

If you do not agree with the outcome you have the right to proceed to Stage 3 of the Grievance Procedure.

Stage 3 – If the matter is not resolved at Stage 2 you have seven days in which to appeal, following receipt of written confirmation of the Stage 2 grievance decision. The appeal should be made in writing to Operations Manager, clearly stating the reasons for appeal. The Operations Manager should arrange a meeting to discuss the grievance. A member of the Retail HR Department will also be in attendance. The Operations Manager may elect a suitable alternative representative to attend the meeting if necessary.

You will be informed of the decision and have it confirmed in writing. This is the final stage of the procedure and there are no further stages of appeal.

You may choose to be accompanied by another employee or Trade Union representation at any stage of the Grievance Procedure.

In the event of a grievance concerning remuneration or other Terms and Conditions of Employment, such remuneration or other Terms and Conditions of Employment will not be altered to your disadvantage whilst the procedure is in place. It is essential that all concerned agree that there is no action designed to bring pressure upon the participants until either a settlement acceptable to both parties has been reached or failure to agree has been registered.

A Formal Grievance should be concerned with the way in which you have been treated by the Company or managers acting on its behalf. Complaints that amount to an allegation of misconduct on the part of another employee will be investigated and dealt with under the Disciplinary Procedure.

Grievances raised during the Disciplinary Process

Complaints that a Team Member may have about any disciplinary action taken, should be dealt with as an appeal under the Disciplinary Procedure.

If a Team Member raises a grievance whilst subject to disciplinary proceedings, the Company may (if appropriate depending on the nature of the grievance raised) temporarily suspend the disciplinary proceedings pending the outcome of your grievances.

The Company may also follow both the Disciplinary and Grievance processes concurrently.

DISCIPLINARY POLICY – TEAM MEMBER

POLICY STATEMENT

The purpose of our Disciplinary Procedure is to help and encourage all employees to achieve and maintain our desired standards of job performance and conduct and to ensure consistency and fairness in the treatment of all our employees when dealing with issues of concern or standards falling below those expected by the Company.

Team Members are entitled to expect that this procedure will be applied consistently and with the primary aim of resolving any perceived shortfall in conduct or performance. As such no employee will be dismissed for a first offence unless it is an act of gross misconduct.

All cases will be thoroughly investigated in an open manner. The Team Member concerned will have the opportunity to fully state their case and have the right of appeal against formal disciplinary decisions.

This procedure applies to all Team Members who have successfully completed their probationary period.

Investigation Process

In all cases where disciplinary action is a potential outcome the General Manager concerned should carry out a thorough investigation, gathering all the relevant facts and data. In most cases the person responsible for the investigation will be your General Manager, however in certain circumstances this may be the AOM.

An investigation will be held without prior notification or the right of representation.

Once all the evidence has been collected the General Manager will review it and decide what course of action to follow. This should be one of the following:

- No Further Action
- Formal Guidance (Informal Counselling)
- Formal Disciplinary Action - Misconduct
- Formal Disciplinary Action - Gross Misconduct

No Further Action

If there is not enough evidence to justify formal action the process will be stopped immediately and you will be informed of this.

Formal Guidance (Informal Counselling)

This may be appropriate for minor breaches of conduct or poor performance. Within Formal Guidance you will be told that there is a problem, be made fully aware of the standards required of you together with the timescales to rectify the situation. You will also be made aware that failure to achieve the standard required could lead to formal disciplinary action at a later stage. However, this process does not constitute Formal Disciplinary Action. The aim of this is to assist you to overcome the issues without the need to enter into the formal stages of the Disciplinary Procedure.

In more serious cases of misconduct or poor work standards, Formal Guidance may not be appropriate and the Company reserves the right to omit this stage and go straight to the appropriate level in the Formal Disciplinary Procedure.

Formal Disciplinary Action – Misconduct

This part of the procedure should be followed for any alleged shortfalls in conduct or performance that are not considered potential Gross Misconduct.

Notification of the Hearing

You will be informed in writing of the allegations against you. This letter will also give the time, date and location of the hearing and remind you of your right to be accompanied by another employee or union representative.

You will be given a minimum of 48 hours' notice of the disciplinary hearing, which the Company deem to be sufficient time to prepare your case. Prior to the hearing copies of any written statements taken from witnesses and any documentation which will be used at the hearing will be supplied to you.

Any documents you wish to rely on during the hearing should be provided to the Disciplining Officer in advance of the hearing.

The Disciplining Officer will be a different person to that of the Investigating Officer. This will normally be another General Manager or AOM. A member of the Human Resources department may also be present.

The Disciplinary Hearing

You must take all reasonable steps to attend the hearing. Failure to attend a hearing without good reason may be treated as misconduct in itself. If you or your representative cannot attend at the time specified you should inform us as soon as you are aware of this and the Company will provide reasonable alternative dates and times in the following 5 day period. If you or your representative cannot attend the second date and there are no reasonable alternative times or dates in the 5 day period following the original meeting date, the Company is not obliged to delay the hearing any further and you may therefore wish to consider choosing an alternative representative.

You will be provided with ample opportunity to present your case, and notes from the hearing will be taken and a copy will be placed in your personnel file.

Notification of Result

Once all the evidence has been heard the meeting will be adjourned to allow the Disciplining Officer time to consider what action, if any to take. Assuming Formal Disciplinary Action is considered appropriate it can take the form of any of the following, beginning at any stage of the procedure, dependent upon the severity of the case.

LEVEL OF WARNING	LENGTH OF SANCTION
Stage 1 - Formal Verbal Warning	6 Months
Stage 2 - Formal Written Warning	12 Months
Stage 3 - Final Written Warning	Minimum 12 Months

Stage 1 - Formal Verbal Warning – for minor breaches of conduct or poor performance

Where Team Members conduct or performance does not meet acceptable standards, they will be given a Formal Verbal Warning. Team Members will be advised of the reason for the warning, the improvement required and the timescale. Team Members will also be advised of their right of appeal. The warning will confirm that action under Stage 2 will be taken if there is no satisfactory improvement. This warning will have effect for six months.

Stage 2 - Formal Written Warning - for more serious breaches of conduct or poor performance or where further breaches occur

Where Team Members conduct or performance does not meet acceptable standards, they will be given a Formal Written Warning. Team Members will be advised of the reasons for the warning, the improvement required and the timetable for improvement. Team Members will also be advised of their right of appeal. The warning will confirm that action under Stage 3 will be taken if there is no satisfactory improvement. This warning will have effect for twelve months.

Stage 3 – Final Written Warning - If there is still a failure to improve conduct or performance, or if misconduct is sufficiently serious to warrant only one written warning but insufficiently serious to justify immediate dismissal

Where Team Members conduct or performance does not meet acceptable standards, they will be given a Final Written Warning. This may also include the option of demotion and or transfer to an alternative location for very serious breaches of conduct or performance, which do not merit immediate dismissal. Team Members will be advised of the reasons for the warning; the improvement required and timetable for improvement. It will also warn that dismissal will result unless there is a satisfactory improvement. Team Members will also be advised of their right of appeal. A Final Written Warning will be valid for a minimum of twelve months.

Stage 4 - Dismissal & Capability Dismissal - *If there is still a failure to improve conduct or performance or capability*

Where Team Members still fail to reach the prescribed standards following a Final Written Warning they will be dismissed. Team Members will be advised of the date on which their employment will terminate. They will also be advised of their right of appeal and will be provided with written reasons for their dismissal. Payment in lieu of notice will be made alongside payment for outstanding holiday. It will be recorded for reference purposes that the reason for leaving was dismissal.

The Company may consider demotion and/or transfer to an alternative location as part of a disciplinary outcome. This may be applied at any stage of the disciplinary process however generally will be considered as an alternative to dismissal.

If a Team Member has a live warning for misconduct on their file and there is a need to take further disciplinary action, that action will start at the next level of the disciplinary procedure, irrespective of the reason for the action. For example a Formal Verbal Warning for poor time keeping might be followed by a First Written Warning for failure to adhere to Company policy regarding excessive use of voids, which could then be followed by a Final Written Warning for refusing to carry out a reasonable management request.

The Company will also manage long term absence through the Company's disciplinary procedure.

At any stage of the procedure a member of the Retail HR Department may be in attendance at the meeting.

Suspension during Investigations

The Company reserves the right to suspend a Team Member on full pay whilst investigating allegations of misconduct/unacceptable behaviour. Where it appears that a disciplinary matter may involve an act of Gross Misconduct, a period of suspension from employment will be necessary. The reason for suspension will be confirmed in writing.

Team Members will be required not to enter the pub or to contact or try to influence their colleagues during suspension or whilst the investigatory/disciplinary proceedings take place. Whilst on suspension a Team Member is required to ensure they are available to be contacted to attend meetings as necessary. If a Team Member does not make themselves available, the Company reserves the right to withhold pay until contact has been made with the Company and/or the hearing is attended.

Suspending Team Members is not a disciplinary sanction in itself, but is to facilitate the smooth and speedy investigatory/disciplinary proceedings and reduce disturbance in the workplace. This does not pre-empt any Disciplinary Action.

Any Team Member suspended will receive their average basic pay during this time (unless sick leave occurs and pay will be in line with that or there is pre-booked Annual Leave).

Formal Disciplinary Action – Gross Misconduct

For certain very serious breaches of conduct or performance which the Company considers to be potential Gross Misconduct a separate procedure should be invoked.

Stage 4 - Gross Misconduct Offences/Gross Negligence

Acts of Gross Misconduct are those of which the Company could not tolerate a repetition. The dismissal will be effective immediately and payment in lieu of notice will not normally be made. Any outstanding holiday will be paid.

Team Members will be advised of the date on which their employment will terminate. They will also be advised of their right of appeal and will be provided with written reasons for their dismissal. It will be recorded for reference purposes that the reason for leaving was dismissal.

The Company may consider demotion and/or transfer to an alternative position or location, as an alternative to dismissal.

Examples of Breaches of Standards or Procedures that Constitute Misconduct or Gross Misconduct

Examples of actions, performance or conduct, which will render a Team Member liable to disciplinary action of this nature, are detailed below. It must be stressed that these lists are not exhaustive:

Misconduct

- Poor time keeping
- Negligence, carelessness or recklessness
- Minor insubordination or misconduct
- Poor personal hygiene & standards of appearance
- Poor attendance
- Poor performance or time wasting
- Failure of a test purchase following Company audit – failure to enforce Challenge 21/25 policy
- Failure to notify absence in line with Company policy
- Minor breaches of health & safety rules
- Failure to attend training sessions/meetings
- Unacceptable attitude/behaviour
- Till discrepancies
- Failure to follow the correct till procedure

Gross Misconduct

- Absence without leave /failure to follow absence notification procedures
- Falsification of records/time sheets or documents
- Serious incapability due to alcohol or under the influence of non-prescribed drugs
- Failure to carry out reasonable instructions
- Breach of Company Policy in respect of inappropriate comments made on social networking sites
- Breach of Health & Safety regulation in any area of the business including out of date food/falsification or records etc
- Failure to secure Company cash, keys, safe, stock or premises
- Deliberate damage to Company, customer or other employees property
- Mismanagement of Company stock/cash
- Fighting, assault or threatening/abusive behaviour
- Serious negligence, recklessness or carelessness which could or does cause unacceptable loss, damage or injury
- Excessive levels of absence/failure to follow Company Policy/falsification of reason for absence
- Any form of discrimination or harassment in breach of the Company's Equal Opportunities Policy
- Any serious claim made against a colleague which after investigation is found to have been made maliciously
- Any conduct likely to lead to either loss or review of the Premises License
- Communication of confidential information to a third party
- Theft, fraud or dishonesty
- Conviction or criminal offence which makes the Team Member unsuitable or unable to carry out their duties
- Serious breach of Health & Safety /breach of smoking legislation by smoking anywhere other than a designated area
- Unacceptable conduct in relation to failure to work in line with rota'd shifts including taking annual leave without prior authorisation
- Excessive void action
- Abuse of the Refreshment at Work or Privilege Card schemes/promotional offers
- Adulteration of Company stock – deliberately under pouring or serving short measures
- Failure to provide legal evidence of Right to Work in the UK, according to the Immigration, Asylum and Nationality Act 2006
- Conduct whether inside or outside working hours which may adversely affect the Company's business reputation or the Team Members ability to carry out the role
- Breach of Trust and Confidence
- Failure to disclose unspent criminal convictions
- Failure to open or close either the pub itself or the kitchen at the advertised times without authorisation from the AOM
- Breach of Company Social Networking Policy

Right of Appeal

Following the conclusion of any Formal Disciplinary Action you have the right of appeal if you feel the decision is either unfair or unjustified. You must submit in writing your intention to appeal within seven days of receiving any written confirmation of the disciplinary decision. You should state the specific grounds of your appeal and the reason why you think the decision to be inappropriate or too severe. The letter should be addressed to the AOM responsible for hearing the appeal. This will be detailed in your disciplinary decision letter.

At the appeal meeting, you will have every opportunity to present your case and you may be accompanied by another employee or union representation.

At Stage 1, 2 and 3, appeals will be heard by the AOM and at Stage 4 by either an alternative AOM who has the express authority to overturn the initial decision or the next level of management, the Operations Manager. The appeal will be heard as soon, as is reasonably practicable. The decision of the appeal hearing is final and will be notified in writing to you. A member of the Retail HR Department may be involved at any stage.

EQUAL OPPORTUNITIES POLICY - TEAM MEMBER

POLICY STATEMENT

Marston's PLC is committed to promoting equality of opportunity for all employees and job applicants. We aim to create a working environment in which all individuals are able to make best use of their skills, free from discrimination or harassment and in which all decisions are based on merit.

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

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

All employees have a duty to act in accordance with this policy and treat colleagues with dignity at all times and not to discriminate against or harass other employees regardless of their status.

This policy does not form part of the employee's contract of employment and may be amended at any time.

Who Is Covered By The Policy?

This policy covers all individuals working at all levels and grades, including senior managers, officers, directors, employees, consultants, contractors, trainees, part-time and fixed-term employees, casual workers and agency staff (collectively referred to as employees in this policy).

Who Is Responsible For This Policy?

Our Board of Directors (the Board) has overall responsibility for the effective operation of this policy and for ensuring compliance with discrimination law.

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

If you are involved in management or recruitment, or if you have any questions about the content or application of this policy, you should contact the Retail HR Department to request training or further information.

Scope and Purpose of the Policy

This policy applies to all aspects of our relationship with employees and to relations between employees at all levels. This includes job advertisements, recruitment and selection, training and development, opportunities for promotion, conditions of service, pay and benefits, conduct at work, disciplinary and grievance procedures, and termination of employment.

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

Forms of Discrimination

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

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

Indirect discrimination occurs where someone is disadvantaged by an unjustified provision, criterion or practice that also puts other people with the same protected characteristic at a particular disadvantage.

Harassment related to any of the protected characteristics is prohibited. Harassment is unwanted conduct that has the purpose or effect of violating someone's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Victimisation is also prohibited. This is less favourable treatment of someone who has complained or given information about discrimination or harassment, or supported someone else's complaint.

Recruitment and Selection

We aim to ensure that no job applicant suffers discrimination because of any of the protected characteristics detailed in the Policy Statement. Our recruitment procedures are reviewed regularly to ensure that individuals are treated on the basis of their relevant merits and abilities. Job selection criteria are regularly reviewed to ensure that they are relevant to the job and are not disproportionate. Shortlisting of applicants (if applicable) should be done by more than one person wherever possible.

Job advertisements should avoid stereotyping or using wording that may discourage groups with a particular protected characteristic from applying.

Applicants should not be asked about health or disability before a job offer is made. There are limited exceptions which should only be used with the prior approval of the Resource & Talent Manager. For example:

- Questions necessary to establish if an applicant can perform an intrinsic part of the job (subject to any reasonable adjustments)
- Questions to establish if an applicant is fit to attend an assessment or any reasonable adjustments that may be needed at interview or assessment
- Positive action to recruit disabled persons
- Equal opportunities monitoring (which will not form part of the decision-making process)

Applicants should not be asked about past or current pregnancy or future intentions related to pregnancy. Applicants should not be asked about matters concerning age, race, religion or belief, sexual orientation, or gender reassignment without the approval of the Resource & Talent Manager who should first consider whether such matters are relevant and may lawfully be taken into account.

We are required by law to ensure that all employees are entitled to work in the UK. Assumptions about immigration status should not be made based on appearance or apparent nationality. All prospective employees, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation. The list of acceptable documents is available on the Hub.

Employee Training and Promotion and Conditions of Service

All employees will be given appropriate access to training to enable them to progress within the organisation and all promotion decisions will be made on the basis of merit.

Workforce composition and promotions will be regularly monitored to ensure equality of opportunity at all levels of the organisation. Where appropriate, steps will be taken to identify and remove unjustified barriers and to meet the special needs of disadvantaged or underrepresented groups.

Our conditions of service, benefits and facilities are reviewed regularly to ensure that they are available to all employees who should have access to them and that there are no unlawful obstacles to accessing them.

Termination of Employment

We will ensure that redundancy criteria and procedures are fair and objective and are not directly or indirectly discriminatory.

We will also ensure that disciplinary procedures and penalties are applied without discrimination, whether they result in disciplinary warnings, dismissal or other disciplinary action.

Disability Discrimination

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

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

We will monitor the physical features of our premises to consider whether they place disabled workers, job applicants or service users at a substantial disadvantage

Fixed Term Employees and Agency Workers

We monitor our use of fixed-term employees and agency workers and their conditions of service, to ensure that they are being offered appropriate access to benefits, training, promotion and permanent employment opportunities. We will, where relevant, monitor their progress to ensure that they are accessing permanent vacancies.

Breaches of This Policy

If you believe that you may have been discriminated against you are encouraged to raise the matter through our Grievance Procedure.

If you believe that you may have been subject to harassment you are encouraged to raise the matter through our Grievance Procedure. If you need advice on how to proceed you should speak to your Human Resources Officer.

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

Any employee who is found to have committed an act of discrimination or harassment will be subject to disciplinary action. Such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. We take a strict approach to serious breaches of this policy.

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





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