

NEW CONTRACTOR AGREEMENT

TERMS & CONDITIONS

Secure Empty Property Limited Standard Terms and Conditions for all quotations and authorised works.

1. DEFINITIONS

"**Contractor**" means the contractor providing the maintenance services ("**Works**") as described in the relevant quotation ("**Quotation**") provided by the Contractor to Secure Empty Property Limited, (a company registered in England and Wales with company number 07930767), ("**We**" or "**Us**", and "**Our**" shall be interpreted accordingly). "**Contract**" means the contract between Us and the Contractor for the performance of the Works, which incorporates the Quotation as accepted by Us, and these Terms and Conditions. "**Contract Price**" means the price payable by Us to the Contractor for the Works as stated in the Quotation, as may be varied in accordance with these Terms and Conditions.

2. CONTRACT FORMATION

- 2.1 We will issue in writing by email a request for a Quotation, setting out the scope of Works required.
- 2.2 request for a Quotation is conditional upon the Contractor reading adhering to current H&S standards and raising any concerns it may have in advance of providing the Quotation. In providing the Quotation, the Contractor is offering to carry out the Works to the scope requested by Us and in accordance with current H&S standards.
- 2.3 Where the Contractor wishes to vary the scope, these shall be highlighted in the Quotation.
- 2.4 The Contract shall only come into existence when the Contractor receives authorisation by Us that the Quotation has been accepted.
- 2.5 The issue of a request for a Quotation does not oblige Us to guarantee the appointment of the Contractor to provide the Works, unless and until the Quotation has been accepted in writing by Us.
- 2.6 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Contractor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. GENERAL OBLIGATIONS

- 3.1 The Contractor will perform and complete the Works with all reasonable skill, care and diligence in accordance with:
 - (a) Industry best practice
 - (b) The Contract
 - (c) Current H&S standards.
- 3.2 The Contractor will comply with any reasonable direction or instruction which we may give in connection with the Works, and will allow Us to inspect the Works at any time We require.
- 3.3 The Contractor will provide Us with such information as We may reasonably require and ensure that such information is complete and accurate in all material aspects.
- 3.4 The Contractor will obtain and maintain all necessary licenses, permissions and consents which may

be required before the date on which the Works are to start, and shall at all times comply with all relevant statutory and other legal obligations.

- 3.5 We will procure that the Contractor has access to the relevant premises (and where required mains water and electricity) as reasonably required by the Contractor to carry out and complete the agreed Works without interference by Us or any client of Ours or by other contractors.
- 3.6 The Contractor shall conduct itself in a professional manner at all times and the premises shall be kept in a neat, organised and orderly manner. It is the Contractor's responsibility to ensure its employees do not smoke in any premises at which it carrying out the Works.
- 3.7 We undertake work on behalf of Our clients and subcontract the work to qualified contractors. By accepting to carry out the Works, the Contractor agrees that it will not (and its officers, agents and employees will not) accept, approach nor solicit any work from Our clients, nor will it accept any such work without first obtaining written permission to do so from one of Our Directors.
- 3.8 The Contractor acknowledges the Works instructed may require a health and safety risk assessment in accordance with current legislation. If one of the listed risks critical for safe working is present (this list is not exhaustive) or there is a risk specific to the Works required, the Contractor must produce a risk assessment and method statement prior to commencement of relevant Works and this must be taken into consideration when submitting the Quotation. Please note that all accidents, dangerous occurrences (especially those reportable Under Riddor 1995), near misses or other incidents must be reported to Us immediately. By issuing a Quotation, the Contractor is agreeing that it has employed operatives who will be suitably supervised and fully trained to use equipment provided and, if relevant or required by us, produced and signed a risk assessment and method statement.

Risks Critical for safe working:

- (a) Emergency procedures
 - (b) Site security
 - (c) Accident / incident reporting
 - (d) Site welfare, rules restriction
 - (e) Working at height
 - (f) Electrical mechanical work
 - (g) Hazardous substances
 - (h) Manual Handling
- 3.9 **Asbestos** - Many of the properties we are asked to attend were constructed before the year 2000 therefore there is always the possibility asbestos may be present. When undertaking works at any property please ensure you adhere to the following:
- (a) Ensure that all workers likely to disturb asbestos in their day to day activities have up to date asbestos awareness training and attend regular refresher courses.
 - (b) Ensure the Contractor requests details of any asbestos present (including presumed) where a warning note is shown on the Works order. The person visiting the property must have sight of this information.
 - (c) Ensure the Contractor adheres to the requirements which always apply to you under the Control of Asbestos regulations 2012.
 - (d) If the Contractor discovers asbestos or damages materials which may contain asbestos, **the Contractor must stop work immediately** and follow decontamination procedures to prevent contamination or exposure to fibres. The Contractor must report its suspicions to Us immediately for further investigation. The Contractor shall ensure it is familiar with the HSE EM1 guidance document if asbestos is discovered. <http://www.hse.gov.uk/pubns/guidance/em1.pdf>
 - (e) Ensure that any work involving asbestos is only carried out by a qualified person and in accordance with HSE regulations and guidelines.
 - (f) Ensure it is familiar with the HSE asbestos guidelines and information which can be found following the link below. www.hse.gov.uk/asbestos/index.htm

- 3.10 **Use of heat condition** – It is a condition precedent to the liability of the company that the undernoted precautions shall be complied with whenever the following equipment is used anywhere other than on the insured's premises.
- 3.11 Blow lamps or blow torches
- (a) The area in which the equipment is to be used is cleared of loose combustible material.
 - (b) Lighted blow lamps or blow torches are continuously attended and extinguished immediately after use.
 - (c) Blow lamps are filled only in the open
 - (d) A suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is used.
 - (e) A thorough examination is made in and about the area in which the work has been undertaken immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.
- 3.12 Welding or Flame Cutting Equipment
- (a) The area in which the equipment is to be used is cleared of loose combustible material.
 - (b) Other combustible material including floors in the area in which the equipment is to be used is covered with overlapping sheets of combustible material.
 - (c) Lighted welding or flame cutting equipment is continuously attended and extinguished immediately after use.
 - (d) Before applying heat to metal work built into or projecting through walls partitions ceilings or floors examinations is made to ensure that the other side of the metal work is not in hazardous proximity to combustible material which may be ignited by direct or conducted heat.
 - (e) A suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used.
 - (f) A thorough examination is made in and about the area in which the works has been undertaken including behind walls partitions ceilings and floors immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.
- 3.13 Vessels for heating of Bitumen or Bituminous Compounds
- (a) Such vessels are continuously attended and used only in the open whilst heating is taking place.
 - (b) If used on roof or within a building such vessels shall be placed on a flat surface of non-combustible material.

4. VARIATION

- 4.1 If We wish to vary any of the Works at any time, We will inform the Contractor who will, as soon as practicable, notify Us in writing of the estimated changes to the costs stated in the original Quotation resulting from the variation and the effect on the time for completion of the Works.
- 4.2 Upon receipt of the notice in clause 4.1, We may withdraw Our change request or accept the variation. On acceptance of the variation by Us in writing, the Contract will be amended to include such varied scope, price and time for completion of the Works in accordance with the Contractor's variation quotation (or otherwise agreed between Us and the Contractor).
- 4.3 If a variation is made orally, either the Contractor or We will confirm it in writing within 3 working days. No variation will form part of the Contract unless agreed in accordance with clause 4.2 above. The Contractor will notify Us in writing if it encounters any difficulties which it could not have reasonably foreseen when submitting the Quotation and, in those circumstances, the parties will negotiate in good faith an appropriate variation of the Contract in accordance with the variation procedure in clauses 4.1 and 4.2 above. Unforeseen encounters include without limitation: changing weather conditions preventing or restricting working hours; delays caused by other contractors on Ours or Our client's premises; and delays caused by theft or damage to plant machinery or materials by a third party.

5. CONTRACT PRICE & PAYMENT

- 5.1 The Contract Price is stated in the Quotation and it may be varied only in accordance with clause 4 above.
- 5.2 The Client shall pay the Contractor the Contract Price in accordance with the payment terms set out by the Client.
- 5.3 Invoices are to be submitted to Us no later than 5 working days from the day the works were completed and no payment will be made for invoices submitted later than **120 days from completion** of a job.
- 5.4 If the works involve the ongoing hire of equipment, then you will receive a job number for each monthly hire period. Individual invoices (for each monthly hire period) are to be submitted to Us no later than 5 working days from receipt of the job number (for that monthly ongoing hire period) and no payment will be made for individual invoices submitted later than 120 days from receipt of the job number (for that ongoing hire period).
- 5.5 If the works involve on going guarding, then individual invoices are to be provided for weekly periods. These invoices are to be submitted to Us no later than 5 working days from the last day of that ongoing weekly guarding period and no payment will be made for invoices submitted later than 120 days from the last day of that ongoing weekly guarding period.
- 5.6 If the works involve on going storage, then individual invoices are to be provided for monthly periods. These invoices are to be submitted to Us no later than 5 working days from the last day of that monthly ongoing storage period and no payment will be made for invoices submitted later than 120 days from the last day of that monthly ongoing storage period.
- 5.7 Abortive calls - No charge will be made to Us or Our clients for appointments that are not kept by the tenant. We expect these to be few and far between. The contractor must advise Us when there has been a missed appointment and provide evidence to show they were onsite. The contractor must contact Us from site and remain there whilst we attempt to contact the tenant/customer. If we are unsuccessful in contacting the tenant, We will confirm the contractor can leave site. We will speak to the tenant/customer directly to find out why the appointment was missed and arrange the next appointment. If any subsequent appointments at that property are missed an abortive fee may be charged which is no more than the standard call out fee.

6. INSURANCE

- 6.1 The Contractor shall take out and maintain public liability insurance cover throughout the period of carrying out the Works and for a period of 6 years after completion with a reputable insurer for £2,000,000.
- 6.2 The Contractor shall provide Us upon request during the Contract period appropriate evidence that the insurance is in place.

7. DEFECTS & LIABILITY

- 7.1 The Contractor will give Us written notice of completion of the Works along with photos and shall give Us the opportunity to inspect the Works prior to handover. The Contractor will confirm in writing the date of handover to Us.
- 7.2 The Contractor will be responsible for remedying as soon as possible defects in the Works which appear, and which We notify promptly to the Contractor and We shall give the Contractor full access to carry out any remedial works.
- 7.3 The Contractor will indemnify Us and hold Us harmless from and against all claims and damages that are made or suffered in relation to the negligence of the Contractor of arising from the breach by the Contractor of its obligations under the Contract.

8. LIMITATION OF LIABILITY & INDEMNITY

- 8.1 Nothing in the Contract shall limit or exclude a party's liability for:
- 8.2 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 8.3 The Contractor shall provide Us upon request during the Contract period appropriate evidence that the insurance is in place.
- 8.4 Subject to clause 8.1, Our total liability to the Contractor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total Contract Price.

9. TERMINATION

- 9.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 9.2 the other party takes any steps or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- 9.3 the other party commits a material breach of any of the terms of the Contract.
- 9.4 On termination of the Contract for whatever reason, the Contractor will immediately cease all services under the Contract, subject always to ensuring that Our or Our client's premises are left in a safe state, and the Contractor will provide Us with all reasonable assistance to handover the carrying out of the Works to a replacement contractor.
- 9.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 9.6 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10. GENERAL

- 10.1 Notices - All notices shall be in writing and effective when delivered to the address for service of the recipient as shown on the Quotation, or to another address of which notice has been given under this clause. Notices sent by post shall be treated as delivered 2 working days after posting. Email notices will be deemed to have been received on the date of transmission.
- 10.2 Confidentiality - It is agreed that the Contractor shall keep all information relating to Us and Our business and clients confidential and shall not approach any of Our clients in relation to works similar to the Works. Any such contact will be a material Breach of the Contract.
- 10.3 Force Majeure - Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.
- 10.4 Disputes – The parties agree that all disputes relating to the Contract shall be finally determined by the courts of England
- 10.5 Governing Law -The Contract shall be governed by the laws of England.
- 10.6 Entire Agreement - The Quotation and these Terms and Conditions constitute the only agreement between the parties and supersede any previous arrangements, agreements or understandings relating to the Works.
- 10.7 Data Protection – You must abide to the rules stipulated in the Third Party Data Handling Agreement and are bound by them. Additionally, please refer to our Fair Processing notice regarding the data that We process about you, why We do this and how long We keep it for (Please contact info@humphreyandgray.com to obtain a copy of our fair processing notice.)

11. HEALTH & SAFETY

- 11.1 With regards to health and safety we require you, as an approved contractor, to adhere to the following:
- 11.2 Take responsibility to manage your own health and safety on site (along with that of your employees and any tenants) and ensure you maintain any H&S training requirements and knowledge to a suitably competent level that satisfies at least the minimum standard required by any relevant legislation.
- 11.3 Ensure you maintain accreditation to all bodies for whom you must be registered in order to undertake specific trade types i.e. Gas Safe and NICEIC.
- 11.4 Ensure that you and your employees are sufficiently trained to undertake the works required and that any training is renewed periodically. Examples include working at height and asbestos awareness training.
- 11.5 Ensure that you and your employees provide, use and wear PPE where appropriate for the task and that it is maintained (including testing) and/or replaced in line with the manufacturer guidelines.
- 11.6 All tools and equipment must be in good working order and, where appropriate, have current test certificates. They must be maintained in line with the manufacturer guidelines and suitable for the task.
- 11.7 Ensure you inform us immediately of any incidents, accidents, dangerous occurrences, or damage which occur at any of the properties we manage whether reportable or not.
- 11.8 If you discover a hazard, an unsafe or potentially hazardous situation you must try to make safe before works commence or further works take place. If this cannot be done the works must cease until it is safe to continue. Please ensure you inform the case handler from whom you received the works instruction.

12. ENVIRONMENTAL CONSIDERATIONS

- 12.1 Consideration to the choice of construction methods and materials should be given when undertaking work for Secure Empty Property Limited.
- 12.2 We aim to promote environmentally friendly working practises which reduce environmental impact. Waste disposal certificates must be kept for inspection when required.

THIRD PARTY DATA HANDLING AGREEMENT

INTRODUCTION

Secure Empty Property Limited have an obligation to comply with data protect law, in order to ensure that they meet these obligations your organisation must meet the requirements and abide by the restrictions in this agreement. Please note that this agreement does replace any existing data protection obligations that you are subject to.

PROCESSING DETAILS

As a Contractor providing services in order for you to fulfil your role, you will be required to perform certain data processing activities as detailed in the Annex of this letter.

1. REQUIREMENTS

You must have implemented appropriate technical and organisational measures to ensure the security of these details as per the attached terms. These details are to remain confidential and be disposed of once you no longer require them. These are not to be sold on or to be forwarded to any other third-party consultants or to be forwarded to an international organization outside of the EU.

You must also be able to:

- (a) Amend the provided information if requested.
- (b) Delete the provided information if requested.
- (c) Stop/suspend processing of the provided information if requested.
- (d) Notify within 24 hours if you suspect that data provided may have been breached.
- (e) Transfer the provided data to another supplier if requested.
- (f) Forward Requests related to data rights to Secure Empty Property Limited

Additionally, you will be able to demonstrate, if requested, that you are currently meeting these requirements.

2. RESTRICTIONS

- (a) The client details you obtain remain the property of Secure Empty Property Limited and you will not use these for any other purposes.
- (b) They are not to be forwarded to any other party without the written permission of Secure Empty Property Limited They will need to be deleted from your records once you have completed your service or at such a time that has been requested and agreed by the client in writing.
- (c) Any staff handling data provided to them must be aware of how to handle personal data and be committed to keeping personal data confidential.
- (d) You cannot collect any further personal information from the client other than what has been

provided.

For the purposes of this agreement, the following defined terms shall have the following meanings:

References to "Data Protection Legislation" means the Data Protection Act and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and from 25 May 2018 the General Data Protection Regulation and any legislation implemented in connection with the General Data Protection Regulation and any replacement legislation coming into effect from time to time.

References to "**General Data Protection Regulation**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

References to "**Personal Data**" has the meaning given to that term in the Data Protection Legislation in force from time to time.

3. DATA PROCESSING TERMS

- 3.1 To the extent that you process Personal Data on behalf of Secure Empty Property Limited you shall:
- 3.2 solely process the Personal Data for the purposes of fulfilling your obligations under your arrangement with Secure Empty Property Limited and in compliance with Secure Empty Property Limited written instructions as may be specified from time to time in writing by Secure Empty Property Limited
- 3.3 notify us immediately if any of our instructions r e l a t i n g to the processing of Personal Data are unlawful;
- 3.4 not transfer to or access any Personal Data from a country outside the European Economic Area without the prior written consent of Humphrey and Gray. If you do need to transfer any personal data outside the European Economic Area then you will comply with our instructions in doing so or, if there are particular legal requirements that mean you are required to transfer data in this way then you shall notify us in writing of these prior to transferring the Personal Data (unless the relevant law prohibits you notifying us on important grounds of public interest);
- 3.5 ensure that anyone you use to process Personal Data are subject to legally binding obligations of confidentiality in relation to the Personal Data;
- 3.6 not engage any sub-contractor to carry out any processing of Personal Data.
- 3.7 take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data to be protected including without limitation, all such measures that may be required to ensure compliance with Article 32 of the General Data Protection Regulation;
- 3.8 taking into account the nature of the data processing activities you carry out, provide all possible assistance and co-operation (including without limitation putting in place appropriate technical and organisations measures) to enable Secure Empty Property Limited to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation;
- 3.9 maintain a record of your processing activities in accordance with Article 30(1) of the General Data Protection Regulation;
- 3.10 assist Secure Empty Property Limited in ensuring compliance with the obligations set out in Articles 32 to 36 (inclusive) of the General Data Protection Regulation taking into account the nature of the data processing you carry out and the information available to you, where required to do so ensure that you have appropriate technical and organisational measures in place to ensure that your processing of Secure Empty Property Limited Personal Data meets the requirements of the General Data Protection Regulation and ensures protection of the rights of individuals under the General Data Protection Regulation;
- 3.11 notify Secure Empty Property Limited immediately in writing if:

- 3.12 you suffer(s) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;
- 3.13 or you receive(s) any data security breach notification, complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation, and in each case, you shall provide full co-operation, information and assistance to Secure Empty Property Limited in relation to any such data security breach, complaint, notice or communication;
- 3.14 or you are required by law to handover personal data you Secure Empty Property Limited have passed you; you have received any data subject requests that involve the data Secure Empty Property Limited have passed you and then forward the actual requests;
- 3.15
- 3.16 upon termination of your arrangement with Secure Empty Property Limited, either (depending on what we choose) delete securely or return all Personal Data to Secure Empty Property Limited and delete all existing copies of the Personal Data unless and to the extent that you are required to retain copies of the Personal Data in accordance with applicable laws in which case you shall notify us in writing, informing us of the applicable laws which require the Personal Data to be retained. We may ask you to provide us with a certificate of destruction evidencing that the Personal Data has been destroyed or deleted, which, if requested, you shall provide;
- 3.17 make available to Secure Empty Property Limited all information necessary to demonstrate compliance with the obligations set out in this clause 1 and allow for and contribute to audits, including inspections, conducted by or on behalf of Secure Empty Property Limited or by the Information Commissioners Office pursuant to Article 58(1) of the General Data Protection Regulation; and
- 3.18 indemnify Secure Empty Property Limited from and against all costs, expenses (including legal and other professional fees and expenses), losses, damages, and other liabilities of whatever nature (whether contractual, tortious or otherwise) suffered or incurred by Secure Empty Property Limited and arising out of or in connection with your breach of this Agreement.
- 3.19 Upon request, allow Secure Empty Property Limited, the appropriate supervisory authority and its representatives access to your premises, records and personnel for the purposes of assessing your compliance with this Agreement.

ANNEX

1. PERSONAL DATA PROCESSING ACTIVITIES

Categories of data Please specify the Personal Data that is Processed	Names, addresses, telephone numbers and email addresses, bank account details
Categories of Data Subjects Please specify the categories of Data Subjects whose Personal Data is Processed	Tenants, Employees, Clients
Processing Operations Please specify all Processing activities conducted	Contacting Data subjects in order to carry out instructed Services.
Location of Processing Operations Please specify all locations where the Personal Data is, or will be, processed	Various locations in accordance with Secure Empty Property Limited instructions
Purposes Please specify all purposes for which the Personal Data is processed	To perform the Services set out in instructed contracts.
Duration Please specify the length of time for which data Processing activities will be carried out	The duration of the instructed contract period only.

Equal Opportunities, Equality & Diversity Policy

This equal opportunities policy statement and policy statement on harassment at work are designed to implement the commitment of the Company to equal opportunities. It is the responsibility of every employee to ensure his or her own conduct conforms to the expected standards and reflects these policy statements.

The aim of the policies is to encourage harmony and respect amongst individuals so as to promote good working practices with a view to maximising the performance and the return to the Company and the employees.

If equal opportunities are not applied, then valuable talent and potential are wasted. Moreover, when unfair discrimination, harassment, bullying or victimisation take place, they bring about a climate of fear, insecurity and poor work performance. As well as being unlawful, it affects profitability and morale. It is therefore vital that every employee understands his or her responsibilities.

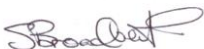
Equal opportunities is taken very seriously by the Company and wilful failure to apply the policies or evidence of discrimination, harassment, bullying or victimisation will result in disciplinary action which may include your dismissal.

The equal opportunities policy statement

1. The Company seeks to employ a workforce which reflects the diverse community at large because the Company values the individual contribution of people irrespective of sex, pregnancy or maternity leave, age, marital status, civil partnership, disability, sexual orientation, gender reassignment, race, colour, religion or belief, ethnic or national origin.
2. All employees will be treated with dignity and respect. The Company will use its best endeavours to provide a working environment free from unlawful discrimination, harassment or victimisation on the grounds of sex, pregnancy or maternity leave, age, marital status, civil partnership, disability, sexual orientation, gender reassignment, race, colour, religion or belief, ethnic or national origin.
3. The Company recognises its legal obligations including those under the human rights Act 1998, Equality Act 2010, Race Relations Act, the Sex Discrimination Act, the Civil Partnership Act, the Equal Pay Act, the Disability Discrimination Act, the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations, the Employment Equality (Sexual Orientation) Regulations, the Employment Equality (Religion or Belief) Regulations and the Employment Equality (Age) Regulations.
4. The Company undertakes to review periodically its selection criteria and procedures to maintain a system where individuals are selected, promoted and treated solely on the basis of their merits and abilities.
5. The Company will not tolerate acts which breach this policy and all instances of such behaviour or alleged behaviour will be taken seriously, fully investigated and may be subject to the disciplinary procedures of the Company. The Company further seeks to give all employees equal opportunity and encouragement to progress within the organisation by implementing a positive action plan.
6. If an existing employee becomes disabled, the Company will make every effort to retain him or her within the workforce whenever reasonable and practicable.
7. Whenever reasonably practicable to do so, the Company will install in existing premises facilities for people with disabilities. Whenever the Company invests capital in new or refurbished premises, every practicable effort will be made to provide for the needs of employees and clients with disabilities.
8. The Company undertakes to distribute and publicise this policy statement to all employees and elsewhere as from time to time appropriate.
9. Any employee who believes that they may have been subjected to treatment which breaches this policy may raise the matter through the Company's standard grievance procedure. Further details of the procedure are provided in the Company's Personnel Manual.

Policy statement on harassment at work

1. The Company believes that the dignity of every person must be respected. Harassment of colleagues, clients, investees or visitors is unacceptable and will be regarded as gross misconduct. The highest standards of conduct are required of everyone regardless of seniority.
2. The Company recognises that harassment may take many forms. It may be directed towards persons of either sex. It may relate to a person's ethnic origin, religion or belief, age, sex, pregnancy or maternity leave, sexual orientation, physical or mental attributes or some other personal characteristic.
3. Harassment may involve action or inaction, behaviour, exclusion, comment or physical contact that the recipient finds objectionable or offensive. It may result in the recipient feeling threatened, humiliated, intimidated, patronised, demoralised or less confident in their ability. Condoning such conduct may be harassment in itself. The test of harassment is, at least in part, subjective.
4. Examples of unacceptable conduct include:
 - verbal abuse, or insulting behaviour;
 - sexist or racist jokes, jokes about an individual's sexual orientation, jokes about a person's age or jokes about an individual's physical or mental attributes;
 - the display or circulation of sexually suggestive or racially abusive material;
 - bullying, coercive or threatening behaviour;
 - the ridicule or exclusion of an individual for cultural or religious differences, on the grounds of sex or sexual orientation, on the grounds of age or on the grounds of disability;
 - unsolicited or unwelcome conduct of a sexual nature including touching, staring or commenting;
 - comments of a sexual nature about a person's appearance or dress;
 - any conduct related to someone's sex or that of another person, which has the purpose or effect of intimidating, degrading, humiliating or offending; and
 - treating someone unfavourably because they have rejected or submitted to any form of sexual harassment.
5. Harassment, particularly on the grounds of sex, sexual orientation, race, age, disability, religion or belief, will be regarded as gross misconduct for disciplinary purposes. Accordingly, employees guilty of harassment run a serious risk of summary dismissal.
6. Equally, an allegation of harassment must not be made lightly. If it is found that an allegation of harassment has been made without foundation and maliciously, then this will also be regarded as gross misconduct for disciplinary purposes.
7. All complaints of harassment should be made in the first instance to your Line Manager through the Company's grievance procedure unless the complaint is regarding this person when you should complain to that person's superior.



Simon Broadbent
CEO

07/07/2020

Secure Empty Property Limited responsibility will be to:

- (a) Acknowledge if a person is showing signs of potential vulnerability.
- (b) Remain discreet, polite and empathic at all times.
- (c) Assist the client/solicitors where appropriate.

Responsibility for Action: All staff and all on-site operatives under the employ of Secure Empty Property Limited.

TRAINING

All Secure Empty Property Limited staff are made aware of this policy within their induction. The contents of this policy have been relayed to all current staff.