

Staff Handbook

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1 Introduction

1.1 Welcome to our team

We would like to wish you every success during your employment at Oxford Business College (OBC) whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

This Employee Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment.

We ask that you carefully study the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information, please refer to your Line Manager.

Please note that we are committed to the principle of equal opportunities. We expect your support in implementing these policies. We will not condone any discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contract workers, members of the public or with fellow employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action. General amendments to the Employee Handbook will be issued from time to time.

2 Joining Our Organisation

2.1 Induction

At the start of your employment with OBC you are required to complete an induction Programme, during which key policies and procedures (including Health and Safety) will be explained to you and Information relating to these will be given to you. During the induction you will be issued with a staff ID card for staff access to OBC premises.

For academic staff there will be separate induction which is specific to the respective programme you are set to work on. This induction will be undertaken by all academic staff and directed by the Programme Leader. During this induction you will also receive the programme handbook specific to your programme.

2.2 Job Description

A Job description forms part of your contract. Amendments may be made to your job description from time to time in relation to our changing needs and your abilities and interests.

2.3 Staff Appraisal

We have a staff appraisal Policy in place for the purpose of monitoring staff performance levels with a view to maximising the effectiveness of individuals. This is a yearly process conducted by your line manager to reflect on the year and set goals for the upcoming year. The appraisal process is open to all employees who have completed at least 1 year within the organisation and is open to all staff including academic staff. For more details see the Staff Development and Appraisal policy.

2.4 Job Flexibility

It is an express condition of employment that you are prepared, whenever necessary, to perform different duties across different functions within our business. During holiday periods, it may be necessary for you to take on some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

2.5 Mobility

Although you are usually employed at one site, it is a condition of your employment that you are prepared, whenever applicable, to transfer to any other of our sites. This mobility is essential to the smooth running of our business. When working on a different site to your home site you must ensure you inform your line manager of this request. In the instance of cross site travel the college will do it's utmost to provide adequate planning time for the employee to plan accordingly.

2.6 DBS Checks

Your initial employment may be conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You may be required to undertake subsequent criminal record checks from time to time during your employment as deemed appropriate by the Company. In the event that such certificate(s) are not supplied your employment with us may be terminated. Data collected about criminal convictions will be processed in line with the general data protection regulations (GDPR) and the rehabilitation of offender's act . You may read more about the data we hold about you, why we hold it and the lawful basis that applies in the employee privacy notice.

2.7 Convictions and Offences

During your employment, you are required to immediately report to the HR Department any convictions or offences with which you are charged, including traffic offences. Data collected about criminal convictions will be processed in line with the GDPR. You may read more about the data we hold about you, why we hold it and the lawful basis that applies in the data protection policy. All conviction will be considered in line with the staff grievance and disciplinary policy.

3 Remuneration

3.1 Payment

For salaried staff the pay month is the calendar month. Salaries are paid by the last Friday of the current month. Hourly paid staff, pay day is the last Thursday of the month. Timesheets/invoices must be submitted by the 15th of the month to your respective line manager for approval to then be sent to the finance team.

You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g., Income Tax, National Insurance, etc.

Any pay queries that you may have should be raised with the Finance Team, they can be contacted on Accounts@oxfordbusinesscollege.ac.uk.

3.2 Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment. The finance team will contact the individual to arrange the repayment. If this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period. In this instance this would be the duty of the employee to raise this matter to the finance department.

3.3 Income Tax and National Insurance

At the end of each tax year, you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes.

3.4 Pay Reviews

Pay is reviewed annually; however, there is no guarantee of an automatic increase in your pay as a result of any review. Should an employee be successful in the pay review, they shall receive a letter on behalf of the college from the HR department. This letter will confirm the salary increase and date effective from.

3.5 Lateness or Absenteeism

You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your work.

All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.

Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

3.6 Shortage of Work

In the event that the Company is faced with a shortage of work, or is unable to provide you with work for any other reason, then you agree that the Company may temporarily:

- 3.6.1 place you on short time working, in which case you will be paid for those hours worked; or
- 3.6.2 lay you off from work, in which case you will be paid in accordance with the statutory guarantee pay provisions in place at that time; or
- 3.6.3 designate you as a furloughed (or similar) worker, in accordance with the terms of any Government furlough (or similar) scheme in place from time to time, in which case during such period, if required, you agree to a reduction in your hours or will cease to carry out any work for the Company. (For this purpose, you agree that the Company may adjust your hours, salary and benefits by an appropriate amount to reflect the needs of the business at that time and ensure that it receives reimbursement of salary and benefits under the said scheme to the fullest extent possible).

The entirety of this section entitled “Shortage of work” forms part of your contractual terms and conditions.

3.7 Pension Scheme

We operate a contributory pension scheme to which you will be auto enrolled into (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the

Company. Further details are available separately.

4 Holiday Entitlement and Conditions

4.1 Annual Holidays

Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment. It is our policy to encourage you to take all your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.

You must notify your line manager and HR of any annual leave requests via email. On written approval by your line manager, this should be inputted via the BrightHR portal. Any firm holiday arrangements should only be made after the final approval on Bright HR. Holidays are not to be taken a week before and two weeks after the start of a new term.

Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.

You should give at least four weeks' notice of your intention to take holidays of a week or more and one week's notice is required for a single day.

You may not normally take more than two working weeks consecutively.

Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms of Employment.

4.2 Public / Bank Holidays

Your entitlement to public/bank holidays is shown in your individual Statement of Main Terms of Employment.

5 Sickness/Injury Payments and Conditions

5.1 Notification of incapacity to work

You must notify the college by email to HR and your line manager on the first day of incapacity at the earliest possible opportunity and by no later than 9.00 a.m. Text messages are not an acceptable method of notification.

You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. The notification procedures should be followed on each day of absence unless you are covered by a medical certificate.

If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

5.2 Evidence of Incapacity

Medical certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.

If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive medical certificates to cover the whole of your absence.

5.3 Incapacity Payments

You are entitled to statutory sick pay (SSP) if you are absent for four or more consecutive days because of sickness or injury provided you meet the statutory qualifying conditions. SSP is treated like wages and is subject to normal deductions.

Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.

Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

5.4 Return to Work

You should notify your line manager and HR Manager via email as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.

If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.

On return to work after any period of sickness/injury absence (including absence

covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to the HR Manager. This is available on Bright HR Portal.

Upon returning to work after any period of sickness/injury absence, you may be required to attend a “return to work” interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence.

5.5 General

Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick, you may need time off, continual or repeated absence through sickness may not be acceptable to us.

In deciding whether your absence is acceptable or not we will consider the reasons and extent of all your absences, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.

We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.

If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.

6 Safeguards

6.1 Rights of Search

We have the contractual right to carry out searches of employees and their property whilst they are on our premises or business, should there be reasonable belief that an employee is in breach of contract. Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place. You may be asked to remove the contents of your pockets, bags, vehicles, etc. Whilst you have the right to refuse to be searched, such refusal will constitute a breach of contract, which may result in disciplinary action being taken against you. We reserve the right to call in the police at any stage.

6.2 Confidentiality

All information that:

- 6.2.1 is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
- 6.2.2 relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort; or to any member of staff/student; and
- 6.2.3 has not been made public by, or with our authority;
- 6.2.4 shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.

You are to exercise reasonable care to keep safe all documentary or other material containing confidential information and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

You must make yourself aware of our policies on data protection in relation to personal data and ensure compliance with them at all times.

6.3 Company Property and Copyright

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

6.4 Statements to the Media

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by the Managing Director or a person nominated by the Managing Director.

6.5 Virus protection Procedures

In order to prevent the introduction of virus contamination into the software system the following must be observed:

- 6.5.1 unauthorised software including public domain software, USBs, external hard drives, CDs or internet downloads must not be used without permission; and

6.5.2 all software must be virus checked using standard testing procedures before being used.

6.6 General Use of Computer Equipment

In order to control the use of the Company's computer equipment and reduce the risk of contamination the following will apply:

6.6.1 the introduction of new software must first of all be checked and authorised before general use will be permitted;

6.6.2 only authorised staff should have access to the Company's computer equipment;

6.6.3 only authorised software may be used on any of the Company's computer equipment;

6.6.4 only software that is used for business applications may be used;

6.6.5 no software may be brought onto or taken from the Company's premises without prior authorisation;

6.6.6 unauthorised access to the computer facility will result in disciplinary action; and

6.6.7 unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

7 Email and Internet

The purpose of the Internet and E-mail section is to provide a framework to ensure that there is continuity of procedures in the usage of internet and e-mail within the Company. The internet and e-mail system have established themselves as an important communications facility within the Company and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

7.1 Internet

There is Wi-Fi available in Head office and every campus for all staff members and students, the password can be found from the respective operations manager on each site.

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Company name. Where personal views are expressed, a disclaimer stating that this is the case should be clearly added to all correspondence. The

intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

7.2 Procedures – Acceptable/Unacceptable Use

unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.

the internet system is available for legitimate business use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:

- 7.2.1 comply with all of our internet standards;
- 7.2.2 access during working hours should be for business use only;
- 7.2.3 private use of the internet should be used outside of your normal working hours.
- 7.2.4 The Company will not tolerate the use of the Internet system for unofficial or inappropriate purposes, including:
- 7.2.5 accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;
- 7.2.6 connecting, posting or downloading any information unrelated to their employment and in particular pornographic or other offensive material;
- 7.2.7 engaging in computer hacking and other related activities or attempting to disable or compromise security of information contained on the Company's computers. You are advised that such activities may constitute a criminal offence.

7.3 Email

The use of the e-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the Company's position on the correct use of the e-mail system:

- 7.3.1 unauthorised or inappropriate use of the e-mail system may result in disciplinary action which could include summary dismissal.
- 7.3.2 the e-mail system is available for communication and matters directly concerned with the legitimate business of the Company. Employees using the e-mail system should give particular attention to the following points:

- 7.3.3 all comply with Company communication standards;
- 7.3.4 e-mail messages and copies should only be sent to those for whom they are particularly relevant;
- 7.3.5 e-mail should not be used as a substitute for face-to-face communication or telephone contact. Abusive e-mails must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
- 7.3.6 if e-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Company will be liable for infringing copyright or any defamatory information that is circulated either within the Company or to external users of the system; and
- 7.3.7 offers or contracts transmitted by e-mail are as legally binding on the Company as those sent on paper.
- 7.3.8 The Company will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:
 - 7.3.9 any messages that could constitute bullying, harassment or other detriment;
 - 7.3.10 personal use (e.g., social invitations, personal messages, shopping, personal social media sites, jokes, cartoons, chain letters or other private matters);
 - 7.3.11 on-line gambling;
 - 7.3.12 accessing or transmitting pornography;
 - 7.3.13 transmitting copyright information and/or any software available to the user; or
 - 7.3.14 posting confidential information about other employees, the Company or its clients or suppliers.

7.4 Monitoring

We reserve the right to monitor all e-mail/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings. Monitoring your usage will mean processing your personal data. You may read more about the data we hold about you, why we hold it and the lawful basis that applies in the employee privacy notice

7.5 Use of Social Networking Sites

Any work-related issue or material that could identify an individual who is a client or work

colleague, which could adversely affect the Company, a client or our relationship with any client must not be placed on a social networking site. This means that work related matters must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment or mobile device.

Any work content or material, or contacts or connections list, created by the Employee during the course of their employment, on any of the college social networking sites (ownership of which vests in the Company) shall remain, at all times, the property of the Company. Accordingly, upon termination of your employment, you shall hand over to the Company, the access rights to your accounts, together with any work content or material, and any contacts or connections list.

8 Key Holding and Alarm Setting

If you are an allocated key holder, you must ensure that all procedures and guidelines are followed when securing the building prior to leaving. The keys and any security measure such as alarm codes must be kept safe at all times. You must not give the keys or alarm code to any third party unless authorisation is obtained from The appropriate head such as the Campus Operations Manager. Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys and alarm code will result in disciplinary action which could lead to your summary dismissal. We also reserve the right to deduct the cost of any loss, repair or replacement from any monies owing to you.

Any breaches or security issues including the loss or theft of keys must be reported immediately to your Line Manager or Dean of Campus.

To satisfy the requirements of our insurers and to protect us from fire and theft, you must secure all properties and premises when unattended. The last person to leave the premises must ensure lights and appropriate electrical equipment are switched off, windows and doors are secure, and alarms are set accordingly.

9 Cash Handling Procedures

Staff must follow the following procedures:

- 9.1 You must check your float at the beginning of your shift. Any discrepancies must be reported immediately to the Dean of Campus
- 9.2 Under no circumstances should any cash be removed from the till other than as change for purchases or to transfer cash from the till as instructed by the Dean of Campus.
- 9.3 The maximum amount to be kept in petty cash at any one time is £ 100.00
- 9.4 It is not permissible for members of staff to change money for clients or members of the public.
- 9.5 It is strictly forbidden to take monies on behalf of the College for any reason whatsoever. All monies taken/dealt with should be immediately reported/handed over to the accounts department.
- 9.6 Cash Shortages

Any cash shortages at the end of the day will be the responsibility of the individual/shift. Variations in petty cash shortage may be investigated under the staff grievance and disciplinary policy.

10 Standards

10.1 Wastage

We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.

You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:

- 10.1.1 handle machines, equipment and stock with care;
- 10.1.2 turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
- 10.1.3 ask for other work if your job has come to a standstill; and
- 10.1.4 start with the minimum of delay after arriving for work and after breaks.

The following provision is an express written term of your contract of employment:

- a) any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;
- b) any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of

the cost of the loss; and

In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

10.2 Standards of Dress

As you are liable to come into contact with students and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. You should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times. Jeans, hoodies and sneakers are not allowed at any time unless specified by the Managing Director or Central HR Manager on a special occasion at the College.

10.3 Housekeeping

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times.

11 Health, Safety, Welfare and Hygiene

11.1 Safety

You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately. You will have a separate induction for Health & Safety by the Welfare Officer.

You must not take any action that could threaten the health or safety of yourself, other employees, clients or members of the public.

You should report all accidents and injuries at work, no matter how minor, in the accident book.

You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

11.2 Refreshment making Facilities

We provide refreshment making facilities which must be kept clean and tidy at all times.

11.3 Alcohol Drugs and Smoking

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly

you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action, and this may be investigated under the staff grievance and disciplinary policy Smoking

Smoking on the premises is not permitted. This includes e-cigarettes. Two four-to-five-minute break not including the lunch break for cigarettes is allowed. The same rule applies to the e-cigarettes.

11.4 Hygiene

The college adopts the following:

11.4.1 Any exposed cut or burn must be covered with a first-aid dressing.

11.4.2 If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.

11.4.3 Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

11.5 Fitness for Work

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

11.6 Manual Handling

If your job role requires you to handle heavy objection manually, or you are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

12 General Terms and Procedures

12.1 Changes in personal details

You must notify us of any change of name, address, telephone number, etc., so that we

can maintain accurate information on our records and contact you in an emergency, if necessary, outside normal working hours.

12.2 Other Employment

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation.

12.3 Time Off

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of the Managing Director and will normally be without pay.

12.4 Maternity, Paternity, Adoption Leave and Pay

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant or are notified of a match date for adoption purposes, you should notify the HR Manager at an early stage so that your entitlements and obligations can be explained to you.

12.5 Parental, Shared Leave

If you are entitled to take parental leave or shared parental leave in respect of the current statutory provisions, you should discuss your needs with the HR Manager who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

12.6 Time off for Dependants

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action that is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with the HR Manager who, if appropriate, will agree the necessary time off.

12.7 Bereavement Leave

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your Line Manager and agree appropriate time off.

12.8 Travel Expenses

We will reimburse you for any reasonable expenses incurred whilst travelling on our business in line with the College Expenses Policy. You must provide receipts for any expenditure.

12.9 Employees' property and Lost Property

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and not to leave any items overnight. Articles of lost property should be handed to the accounts department who will retain them whilst attempts are made to discover the owner.

12.10 Mail

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

12.11 Friends and Relatives contact, telephone calls

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing personal calls can only be made with the prior permission of the Line Manager.

12.12 Buying or Selling of Goods

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours.

12.13 Collections from Employees

Unless specific authorisation is given, no collections of any kind are allowed on our premises.

12.14 Client Relations

Our business involves the provision of services to clients and some of our employees are employed to perform work on behalf of those clients, sometimes on the client's own premises. Due to this relationship, our clients may, on rare occasions, require that such

an employee be removed from a job in accordance with their contract with us. In such circumstances we will investigate the reasons for such requests. However, if our client maintains their stance, we will then take all reasonable steps to ensure that alternative work is provided. If this is not possible, we may have no alternative but to terminate such an individual's employment. This procedure is separate from any concurrent disciplinary matter that may need to be addressed.

12.15 Behaviour at work for all staff

You should behave with civility towards fellow employees, and no rudeness will be permitted towards clients or members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.

You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs. No raised tone nor anti civil behaviour will be tolerated.

Any involvement in activities which could be construed as being in competition with us is not allowed.

Academic staff when conducting lessons should be in line with the benchmark standard of learning and compliant with the anti-bribery policy that can be found on our website.

12.16 Premises

Whilst visiting or working at any of our premises or those of our partners, it is imperative that you familiarise yourself and comply with all of their rules and requirements including (but not limited to) security, health and safety, smoking, parking, etc. Failure to comply with site rules could result in your removal from site and disciplinary action being taken in accordance with the staff grievance and disciplinary policy.

12.17 Inclement Weather, Travel Disruption

Every reasonable effort should be made to attend work in accordance with your contract. In the event that you are unable to attend work owing to inclement weather conditions and/or severe disruption to your travel arrangements, you should report your absence through the normal absence reporting procedures. (Your absence will be unpaid unless you have sufficient annual leave in which case you may request to use this. Alternatively, you may be able to work additional hours to compensate for the lost hours at the sole discretion of the management and subject to availability).

12.18 Teaching outside of Working Hours

You must not, under any circumstances, teach a student from Oxford Business College UK Ltd in any way outside of the college without written permission from the Managing Director or Executive Principal.

12.19 Third Party Involvement

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. Where we are required to share special category data to any third parties as part of that hearing, we ensure that a relevant condition of processing is met, and we do not rely upon your consent for the processing.

12.20 Recording of formal meetings

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request. All personal data collected for this purpose will be processed in line with the current GDPR.

13 Employee Privacy Notice

13.1 Introduction

We take the protection of your personal data very seriously and strictly adhere to the rules laid out by data protection laws and the General Data Protection Regulation (GDPR-EU and GDPR-UK).

This privacy notice gives you information on how we collect and process your personal data through recruitment, during employment and after your employment with us.

13.2 Why do we collect your personal information.

We collect your personal data for one of the following purposes:

- 13.2.1 To manage communications between you and us and between you and the students.
- 13.2.2 Where we need to perform the contract, we have entered into with you such as making payments for salary, expenses, setting up your user accounts, providing you with required devices, IT support etc.
- 13.2.3 To manage recruitment, onboarding and employee lifecycle process such as by keeping employee files, performance management, disciplinary processes etc.
- 13.2.4 To record and manage absence, sickness and other types of leave as required.
- 13.2.5 To process your payroll.

- 13.2.6 To carry out our occupational pension scheme.
- 13.2.7 To check your eligibility to work and conduct DBS checks.
- 13.2.8 To ensure we are able to support you with any disabilities you may have.
- 13.2.9 To ensure we can contact your next of kin in the event of an emergency.
- 13.2.10 To validate your qualifications and employment history.
- 13.2.11 To comply with UK employment and tax laws.
- 13.2.12 To comply with health and safety obligations.
- 13.2.13 To safeguard your safety and the safety of others on campus through CCTV operations.
- 13.2.14 Managing access to company services.
- 13.2.15 For provision of providing training to staff.
- 13.2.16 To make sure we are complying with our obligations including through internal audits, investigation of student complaints etc.

13.3 Lawful Basis of Processing Information

We only collect and use personal information about you when the law allows us to. Most commonly, we use it where:

- 13.3.1 If the processing is necessary for the performance of a contract
- 13.3.2 If the processing is necessary for compliance with a legal obligation to which the controller is subject
- 13.3.3 If the processing is necessary for the purpose of the legitimate interest pursued by us or our partners, namely facilitating and enabling the management of all matters relating to your employment contract and our business, but only where your interests and fundamental rights do not override those interests.

Where legitimate interest is identified as a lawful basis, we will undertake a legitimate interest assessment which is a three-part test covering:

- 13.3.4 The purpose test – to identify the legitimate interest
- 13.3.5 Necessity test – to consider if the processing is necessary for the purpose identified
- 13.3.6 Balancing test – considering the individual's interests, rights or freedoms and whether these override the legitimate interests identified.

13.4 What information we collect and where from

We collect personal information from you, when you apply for a role or enter into employment with us and throughout your information. The categories of personal information that we may collect, store and use about you may include:

- 13.4.1 Name, proof of address, telephone number, email.
- 13.4.2 Bank details
- 13.4.3 Payroll records, details of expense claims
- 13.4.4 Pension contribution and pension ID
- 13.4.5 Your country of birth, nationality.
- 13.4.6 Date of birth
- 13.4.7 Date of starting the job and whether it's your only job
- 13.4.8 Location on campus
- 13.4.9 Information about completed training
- 13.4.10 Passport details, visa code, tax ID, national insurance number.
- 13.4.11 Information available on CVs such as employment history, education history, qualifications
- 13.4.12 Pay information, information about promotions, performance reviews
- 13.4.13 Next of kin
- 13.4.14 Information about disciplinary incidents, outcomes of internal audits
- 13.4.15 Information about complaints
- 13.4.16 Audiovisual records obtained through CCTV
- 13.4.17 Leave dates and balance including sick leave details and maternity leave information
- 13.4.18 Absence information
- 13.4.19 Signature
- 13.4.20 Device serial number assigned by IT
- 13.4.21 Photographs

Special Category Data

We collect the following special category data from you:

- 13.4.22 Unspent criminal convictions through DBS checks for lecturers
- 13.4.23 Health information collected on new starter form, long term sickness information
- 13.4.24 Diversity information such as ethnicity, religion

We will only process special category data where we have an Article 9 exception allowing us to do so, in this case, this is processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment as per Article 9 paragraph 2a of the GDPR and the Data Protection Act 2018, schedule 1 condition 1 and as per the substantial public interest condition in Article 9 paragraph 2g of the GDPR and the Data Protection Act 2018 schedule 1 condition 8 and 9.

We only collect children's information if they are listed as dependants of you and you provide us with their information. This information is retained in line with our retention policy. Other than this, we do not knowingly collect information on children.

13.5 How long we keep the information

We pride ourselves on ensuring that your personal data is only retained for the period that we need it for, or in accordance with laws, regulations and professional obligations that we are subject to. To determine the appropriate retention period for the collected personal data, we consider the amount, nature, and sensitivity of the data. All personal information collect has a defined retention period, which is in-line with our retention policy. If the personal data in no longer needed, we may destroy, delete or anonymise it. If you would like to find out how long your information is being retained, please see the "additional information" section below.

13.6 Security of personal information

We take the responsibility for protecting your privacy very seriously and we will ensure your data is secured in accordance with our obligations under the EU and UK GDPR. We have in place technical and organisational measures to ensure personal information is secured and to prevent your personal data from being accessed in an unauthorised way, altered or disclosed. We have in place a robust access control policy which limits access to your personal data to those employees, contractors and other third parties who only have a business need to know. The processing of your personal data will only take place subject to our instruction.

We have policies and procedures to handle any potential data security breaches and data subjects, third parties and any applicable regulators will be notified where we are legally required to do so.

We have ensured that all employees have had information security and data protection training. If you would like more details of the security we have in place, please see the "additional information" section below.

13.7 Your individual rights

In this Section, we have summarised the rights that you have under General Data Protection Regulation. Some of the rights are complex, and not all the details have been included in our summaries. Accordingly, you should read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights.

Your principal rights under General Data Protection Regulation are:

- 13.7.1 Right to Object
- 13.7.2 Right of Access
- 13.7.3 Right to be informed
- 13.7.4 Right to Rectification
- 13.7.5 Right to Erasure
- 13.7.6 Right to Restrict Processing
- 13.7.7 Right to Data Portability
- 13.7.8 Right to Withdraw Consent

Data Subject Right	Condition to Exercise
Right to Object	<p>You can exercise this right if:</p> <ul style="list-style-type: none"> • Processing relies on legitimate interest • Processing is for scientific or historical research • Processing includes automated decision making and profiling • Processing is for direct marketing purposes
Right of Access	<ul style="list-style-type: none"> • You or any third party acting on your behalf with your authority may request a copy of the personal data we hold about you without charge. • We will ask to verify your identity or request evidence from the third party that they are acting on your behalf before releasing any personal data we hold about you
Right to be Informed	<ul style="list-style-type: none"> • We are required, to provide clear and transparent information to you about how we process your personal data. This privacy notice addresses this right.
Right of Rectification	<ul style="list-style-type: none"> • If you believe the personal data, we hold about you is incorrect or incomplete you have the right to correct this and you may exercise this right along with the right to restrict processing until these corrections are made.
Right to Erasure	<ul style="list-style-type: none"> • If there is no legal basis or legitimate reason for processing your personal data, you may request that we erase it.
Right to Restrict	<ul style="list-style-type: none"> • You may ask us to restrict the processing of your personal

Processing	<p>data. This means we will still hold it but not process it. This is a conditional right which may only be exercised when:</p> <ul style="list-style-type: none"> ○ Processing is unlawful ○ We no longer need the personal data, but it is required for a legal process ○ You have exercised your right to object to processing and require processing to be halted while a decision on the request to object is made. ○ If you are exercising your right to rectification
Right to Data Portability	<ul style="list-style-type: none"> ● You can request that your personal data is transferred to another controller or processor in a machine-readable format if: <ul style="list-style-type: none"> ○ Processing is based on consent ○ Processing is by automated means (i.e. not paper based) ○ Processing is necessary for the fulfilment of a contractual obligation
Right to Withdraw Consent	<ul style="list-style-type: none"> ● You have the right to withdraw consent for something you have consented to earlier. This can be done through the following ways: <ol style="list-style-type: none"> 1. By communicating this to the HR Manager ● Please allow us 5 working days to update our systems and records to reflect the request to change your preferences.

If you have any question about these rights, please see "additional information" section below.

13.8 Failure to provide personal information

Where we need to collect personal data by law or in order to process your instructions or perform a contract, we have with you and you fail to provide that data when requested, we may not be able to carry out your instructions or perform the contract we have or are trying to enter into with you. In this case, we may have to cancel our engagement or contract you have with us, but we will notify you if this is the case at the time.

13.9 Automated Decision making

Your personal data is not used in any automated decision making (a decision made solely by automated means without any human involvement) or profiling (automated processing of personal data to evaluate certain conditions about an individual).

Where we make an automated decision which has a legal or substantially similar effect, you have the right to speak to us and we may then review the decision, provide a more detailed explanation and assess if the automated decision was made correctly.

13.10 Transfers to third parties

We might disclose your personal data, listed in section D to third parties that we work with. All third parties are contractually bound to protect the personal data we provide to them. We may use several or all of the following categories of recipients:

13.10.1 Business partners, suppliers, contractors for the performance of any contract we enter into with them or you such as payroll/pension provider, IT provider, insurance companies, training provider, visa company, HR platform, HR consultant, banks etc.

13.10.2 HM Revenue and Customs.

13.10.3 Home office.

13.10.4 Police or other authorised third parties to make such a request.

13.10.5 Third parties that support us to provide products and services such as cloud-based software services.

13.10.6 Professional advisers including lawyers, consultants etc.

13.11 Transfers outside of the UK

If we transfer any personal data outside the UK, we will ensure that any personal information transferred will only be processed on our instruction and that information security at the highest standard would be used to protect any personal information as required by the EU and UK GDPR laws.

Personal data is not transferred outside of the UK to a country without an adequacy decision. However, in case this occurs, we will ensure appropriate safeguards are in place prior to the transfer. These could include an International Data Transfer Agreement or EU Standard Contractual Clauses with the approved ICO Addendum, or an exception as defined under Article 49 of the GDPR.

13.12 Right to complain

We take any complaints about our collection and use of personal information very seriously.

If you think that our collection or use of personal information is unfair, misleading, or inappropriate, or have any other concern about our data processing, please raise this with us in the first instance.

To make a complaint, please contact us via email at DPO@oxfordbusinesscollege.ac.uk

Alternatively, you can contact us:

By Post: 56 George Street, Oxford OX1 2BQ

Alternatively, you can make a complaint to the Information Commissioner's Office:

By Post:

Information Commissioners Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

By Website: [Click Here](#)

By Email: [Click Here](#)

By Phone: 0303 123 1113 (Local rate) or 01625 545 745 (National rate)

13.13 Additional Information

Your trust is important to us. That is why we are always available to talk with you at any time and answer any questions concerning how your data is processed. If you have any questions that could not be answered by this privacy policy or if you wish to receive more in-depth information about any topic within it, please contact our DPO and Compliance Team via email on DPO@oxfordbusinesscollege.ac.uk.

This privacy notice is kept under regular review. It was last updated May 2023.

We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

14 Anti-Bribery

Bribery is a criminal offence. The Company prohibits any form of bribery. We require compliance, from everyone connected with our business, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us, and we have a zero tolerance attitude towards corrupt activities of any kind, whether committed by employees or by third parties acting for or on behalf of the Company.

Please refer to the college anti-bribery policy available on the website.

15 Whistle-blowers

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organisations for whom they work.

15.1 Qualifying Disclosures

Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the organisation has committed a “relevant failure” by:

- 15.1.1 committing a criminal offence;
- 15.1.2 failing to comply with a legal obligation;
- 15.1.3 a miscarriage of justice;
- 15.1.4 endangering the health and safety of an individual;
- 15.1.5 environmental damage; or
- 15.1.6 concealing any information relating to the above.

These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Company will take any concerns that you may raise relating to the above matters very seriously.

The Employment Rights Act 1996 provides protection for workers who ‘blow the whistle’ where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be “in the public interest”. We encourage you to use the procedure to raise any such concerns.

Please refer to the college whistle blowing policy available on the OBC website.

16 Capability Procedures

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

16.1 Job Changes, Capability Issues

If the nature of your job changes or if we have general concerns about your ability to

perform your job, we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.

If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

16.2 Personal Circumstances, Health Issues

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

There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

16.3 Short Service Staff

We retain discretion in respect of disciplinary procedures in line with legal requirements. We take account of your length of service and may vary the procedures accordingly.