



CONTRACTOR (FREELANCER) HANDBOOK

NORCA & Sistema in Norwich Limited
Martineau Memorial Hall
21 Colegate
Norwich
Norfolk
NR3 1BN

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CONTENT	PAGE
WELCOME & INTRODUCTION TO THE CONTRACTOR (FREELANCER) HANDBOOK	5
ADVANCES & LOANS	8
ABSENCE	9
ANNUAL LEAVE	10
BRIBERY ACT	11 – 15
BULLYING & HARASSMENT	16 - 18
COMPASSIONATE/BEREAVEMENT LEAVE	19
COMPLAINTS PROCEDURE (Whistleblowing)	20 - 21
CONFIDENTIALITY	22
CONFLICT OF INTEREST	23
GENERAL DATA PROTECTION (GDPR)	24
DISCIPLINARY	25 - 30
DRESS & APPEARANCE	31
DRUGS & ALCOHOL	32 - 33
EMAIL USE	34
EQUALITY, DIVERSITY & INCLUSION	35 - 36
EUROPEAN WORKING TIME DIRECTIVE	37
EXPENSES	38
FAMILY FRIENDLY POLICIES	39
FIRE STEWARD PROCEDURE AND INFORMATION	40 - 41
GIFTS & HOSPITALITY	42
GRIEVANCE	43 - 44
HEALTH & SAFETY	45 - 47
INTERNET USE	48
JURY SERVICE	49
KEY AND SECURITY/ENTRY FOB HOLDERS INFORMATION	50
LATENESS	51
MOBILE PHONES	52
PAY REVIEW	53
PAYMENT FOR SERVICES	54
PENSION SCHEME	55
PERIOD OF NOTICE OF TERMINATION OF SERVICE CONTRACT	56
PHOTOGRAPHIC EQUIPMENT	57
REFERENCES	58
SAFEGUARDING & CHILD PROTECTION	59
SELF HARM	60 – 62
SERVICE REVIEW	63
SEVERE WEATHER	64
SISTEMA IN NORWICH TUTORS – HOURS AND PAYMENT	65
SMOKING/VAPING	66
SOCIAL MEDIA	67 – 68
TERMINATION OF SERVICE	69
TRAINING	70
TRUSTEES	71

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WELCOME TO NORCA & Sistema in Norwich

INTRODUCTION

As legislation surrounding working life becomes increasingly more complex, the Company must set out a framework of procedures and guidelines to ensure that the Company provides a safe working environment for all its employees, contractors (freelancers), volunteers, students and visitors as it strives to continue its success.

This handbook is applicable to all contractors (freelancers) contracted by NORCA & Sistema in Norwich and forms part of your contract of service. As such it must be read in conjunction with the Company's Safeguarding & Child Protection policy and your contract of service.

This handbook provides you with an overview of policies & procedures in place for your contracted service and safety.

The Company will always operate within the parameters of the statutory legislation and the enclosed policies will be amended from time to time to reflect changes in legislation.

In addition, the contents contained within this handbook and your contracted service may be subject to change from time to time. Any variation to contract will be communicated in writing.

The Company reserves the right to use the services of an external HR Consultant to assist from time to time.

If you have any questions regarding the contents of this handbook or the Safeguarding & Child Protection policy, please contact the Operations Manager in the first instance.

HISTORY

NORCA & Sistema in Norwich (formerly known as Norwich & Norfolk Community Arts or NORCA) is a community arts charity that was founded in August 2001, with a focus on arts participation and engagement. The organisation specialises in music, carnival, and outdoor arts, but has a wider remit of engaging in any arts practice through which it can realise the goal of social impact. It also has a track record of supporting other organisations groups to form and develop.

1. Mission

We are:

'Dedicated to improving lives and communities through arts and culture'.

2. Vision

To create:

A world where arts and culture are a central part of life, and the people and communities we work with can live creative, healthy lives, and fulfil their potential, regardless of background.

3. Values

We believe in:

Value	Statement
Inclusivity	Our work is founded on opportunity for all, regardless of background, situation or circumstances. We are committed to putting people at the centre and listening to their voices so that our work is relevant and responds to their needs.
Excellence	The people and communities we work with deserve the highest and most professional quality of service or provision we can offer. We consistently work to ensure this and make what we do better. We bring dedication, passion, innovation, inspiration and ambition to all our work.
Cooperation	All our work is built on cooperation, collaboration and respect, and always strives for a simple clear message supported by teamwork, and social responsibility.
Nurture	We create safe and supportive environments within which people can grow and develop. We facilitate and empower change for the people we work with.

4. Pillars of our work

Four principles underpin our strategic aims.

	Pillar
1.	Skills for life
2.	Taking part
3.	Bringing about change
4.	Working collaboratively

The charity was originally set up, in August 2001, to run Waterloo Park Pavilion as a community arts venue, developing a programme of work alongside the Pavilion that met the charity's objects of social

impact through arts participation and engagement. The challenge of maintaining and running a building, alongside greater success with programme funding, led the Trustees to agree to give up the Pavilion in June 2006 to focus on programme work and the organisation moved to the Phoenix Centre in Mile Cross.

Aside from running Waterloo Park Pavilion, the first seven years we were focused on delivering a range of arts activities, through workshops, short courses, after school clubs, in-school activity days, etc., with a large number of these part of projects or larger schemes of work. The big change came in 2008 with the awarding of an In Harmony Pilot project to Norwich, as part of the UK Government's trialling of a Sistema-inspired programme in England. That both brought the investment that allowed relocation to Colegate and the development of a programme that achieved our social impact goals in a big way, through learning to play a musical instrument and taking part in an orchestra. That pilot was developed into Sistema in Norwich in September 2012, with Norwich not selected to go forward as an In Harmony programme, and in 2018 the name of the charity was changed to recognise Sistema and develop a new brand for the organisation.

Running Sistema in Norwich has, over the last 10 years, reduced the organisation's scope for other work because of the demands of that programme on capacity. Engagement in carnival has continued, and the charity has partnered with Norwich Business Improvement District (BID), since 2013, on the creation of a new outdoor festival, Head Out Not Home, which the BID also funds, and which we run on their behalf. However, as staffing capacity to run Sistema increases, we will be seeking to engage more broadly in other work, once again broadening of our portfolio.

ADVANCES & LOANS

Payment of services

Advances of payments for services will not be made unless an error has been caused by the Company and must be authorised by the Executive Director or nominated deputy.

Loans

It is not Company policy to advance loans to a contractor (freelancer) at any level. Contractors (freelancers) are expected to use normal banking facilities.

ABSENCE

REPORTING OF SICKNESS ABSENCE (WORKING WEEK)

All contractors (freelancers) must report their absence by contacting the Operations Manager or nominated deputy before the start of their working day, ideally by **0730 hours** at the latest – a replacement will probably need to be found to cover you for your absence so as much notice as possible needs to be given. If there is no answer, contractors (freelancers) are required to leave a message. When leaving a message, please give your name, the reason for absence and likely length of time you will be absent from work.

PAYMENT DURING SICKNESS ABSENCE

The Company is not responsible for making any payment in relation to sickness absence.

Upon returning to work, contractors (freelancers), without exception, will be required to meet with a member of management **BEFORE** they commence work in order to ascertain their fitness to be at work.

NORCA and Sistema in Norwich has a responsibility to all its workers, therefore if they consider the contractor (freelancer) **NOT** to be fit to work, they will be asked to go home and return once better.

REPEAT SICKNESS ABSENCE

Whilst the Company understands that it is unavoidable that people get sick, frequent and persistent absence from a contractor (freelancer) will not be accepted and will result in termination of the contract for services.

DENTIST/HOSPITAL/DOCTORS/SPECIALIST APPOINTMENTS

There is no legal responsibility for the Company to provide time off to attend doctor, dentist, hospital or alternative therapy appointments, i.e. physiotherapy, acupuncture etc., therefore, all contractors (freelancers) should strive to ensure that appointments are booked to minimise disruption to the business, e.g. at the start or end of the day.

Attendance at any appointment must be communicated to management prior to the appointment taking place. You may be required to show your appointment card if requested.

ANNUAL LEAVE (HOLIDAYS)

Contractors (freelancers) are not entitled to Annual leave paid holidays.

Contractors (freelancers) working in schools are expected not to take any leave of absence during term time, unless by prior and special arrangement, e.g. finding an alternative provider to cover the work that meets our quality and safeguarding requirements.

BRIBERY ACT

The Bribery Act 2010 came into force in July 2011. The Act was introduced to replace existing law and now also targets overseas corruption by organisations that have a connection with the UK. It applies to UK and international organisations and UK individuals.

NORCA & Sistema in Norwich is committed to promoting responsible and fair business practices. It is committed to promoting and maintaining the highest level of ethical standards in relation to all of its business activities. Its reputation for maintaining lawful business practices is of paramount importance and this policy is designed to preserve these values. The Company therefore has a zero-tolerance policy towards bribery and corruption and is committed to acting fairly and with integrity in all of its business dealings and relationships and implementing and enforcing effective systems to counter bribery.

PURPOSE

This policy sets out the Company's position on any form of bribery and corruption and provides guidelines aimed at:

- ensuring compliance with anti-bribery laws, rules and regulations, not just within the UK but in any other country within which the Company may carry out its business or in relation to which its business may be connected.
- enabling contractors (freelancers) to understand the risks associated with bribery and to encourage them to be vigilant and effectively recognise, prevent and report any wrongdoing, whether by themselves or others.
- providing suitable and secure reporting and communication channels and ensuring that any information that is reported is properly and effectively dealt with creating and maintaining a rigorous and effective framework for dealing with any suspected instances of bribery or corruption.

This policy applies to employees, contractors (freelancers), volunteers, and associated persons of NORCA & Sistema in Norwich. It also applies to any individual or corporate entity associated with the Company or who performs functions in relation to, or for and on behalf of, the Company, including, but not limited to, directors, casual workers, contractors, consultants, agents, suppliers and sponsors ("associated persons"). All contractors (freelancers) and associated persons are expected to adhere to the principles set out in this policy.

REFERENCES

- Bribery Act 2010
- Expenses Policy
- Gifts & Hospitality Policy

DEFINITION

- Bribe - the "provision of a financial or other advantage in connection with a person performing a function "improperly".
- Facilitation payment - a payment which is a small bribe paid to speed up or facilitate action. They are regarded as bribes and are illegal under the Bribery Act 2010.

BRIBERY ACT (CONT.)

OFFENCES UNDER THE BRIBERY ACT

The Act sets out two general offences of bribing and being bribed, which are committed when someone:

- offers, promises or gives another person a bribe
- requests, agrees to receive or accepts a bribe

These offences are not new but are restated more clearly than under previous law.

LEGAL OBLIGATIONS & PENALTIES

You can be held personally liable for any such offence. It is also an offence in the UK for contractors (freelancers) or an associated person to bribe, or provide/receive favours from, another person in the course of doing business intending either to obtain or retain business, or to obtain or retain an advantage in the conduct of business, for the Company. The Company can be liable for this offence where it has failed to prevent such bribery by associated persons. As well as an unlimited fine, it could suffer substantial reputational damage.

The penalties for breaching the provisions of the Bribery Act are severe with convictions carrying unlimited fines for businesses and up to 10 years' imprisonment and unlimited fines for individuals.

COMPANY COMMITMENT

The Company is committed to ensuring they meet the requirements of the Bribery Act by: -

- ensuring a risk assessment is carried out to ascertain the risk of bribery
- instigating procedures proportionate to that risk
- having good internal controls and record-keeping
- securing the commitment of directors, managers and all employees, contractors (freelancers), volunteers, to the prevention and detection of bribery
- developing a culture in which bribery is unacceptable
- undertaking due diligence procedures proportionate to the assessed risk of bribery
- effectively communicating the anti-bribery policy to all employees, contractors (freelancers), volunteers,
- training employees, contractors (freelancers), volunteers, to recognise bribery so that they can avoid it and be alert to possible instances of bribery
- having clear procedures on what to do should bribery be suspected
- training all employees, contractors (freelancers), volunteers, so that they are aware of what to do should they discover a possible instance of bribery
- monitoring and reviewing the effectiveness of the bribery procedures and
- updating them as necessary to ensure that they remain effective.

COMPLIANCE

All employees, contractors (freelancers), volunteers, and associated persons are required to:

- comply with any anti-bribery and anti-corruption legislation that applies in any jurisdiction in any part of the world in which they might be expected to conduct business
- act honestly, responsibly and with integrity
- safeguard and uphold the Company's reputation by operating in an ethical, professional and lawful manner at all times.

BRIBERY ACT (CONT.)

Bribery of any kind is strictly prohibited. Under no circumstances should any provision be made, money set aside, or accounts created for the purposes of facilitating the payment or receipt of a bribe. The Company recognises that industry practices may vary from country to country or from culture to culture. What is considered unacceptable in one place may be normal or usual practice in another. Nevertheless, a strict adherence to the guidelines set out in this Policy is expected of all employees and associated persons at all times. If in doubt as to what might amount to bribery or what might constitute a breach of this Policy, refer the matter to Management.

For the Company's rules and procedures in relation to the receipt of business gifts from third parties and corporate hospitality offered to or received from third parties, please refer to the Gifts & Hospitality section in this Handbook. It forms part of the Company's zero tolerance policy towards bribery and they should be read in conjunction with this Policy.

FACILITATION PAYMENTS

Facilitation payments are small bribes that are paid to speed up or facilitate government action. Although they are commonplace in some foreign countries, they are regarded as bribes and are illegal under the Bribery Act 2010. The organisation expressly prohibits facilitation payments of any sort. Any employee, contractor (freelancer), or volunteer, placed under pressure to make a facilitation payment should refer the matter to the Executive Director immediately.

PROCUREMENT & BIDDING PROCEDURES

Company procurement decisions must be taken based on merit and not by exerting improper influence on others. The selection of a supplier or sub-contractor of goods or services must be carried out in accordance with exclusively objective criteria and with transparency. Procurement regulations usually include specific rules about the timing of and the process for, securing bid information and documents and you should ensure that you act in conformance with those rules. You should never seek non-public inside information in violation of such regulations.

During the tender process, strict regulations usually exist concerning conflicts of interest and interactions and communications with officials involved in the tender process. During the tender process, you should not engage in any entertainment, gift giving or similar exercise with any official or other person involved in the tender process. You should locate and review relevant Company procurement guidelines and regulations and, if necessary, consult the responsible manager to avoid any violations of such regulations.

THIRD PARTIES

The Company can be held liable for the actions of third parties acting for or on their behalf or providing services to them such as subsidiaries, (joint ventures) partners, affiliates, agents, consultants, distributors or other representatives of both companies worldwide. The Company require all third parties who act on their behalf to comply with these guidelines at all times.

The Company should check the third party's ongoing compliance with anti-bribery laws such as checking third party's business activities and reputation.

BRIBERY ACT (CONT.)

When retaining a third party, the written contract should contain appropriate representations and warranties from the third party concerning past and future compliance with anti-bribery law. This means appropriate provisions should be included such as anti-bribery obligations, termination in the event of a breach, have a clear statement of the precise nature of the services offered and a requirement that the counterparty is obliged to take similar measures in relation to sub-contractors.

DONATIONS

The organisation expressly prohibits the giving of donations to political parties. Any charitable donation must be consistent with the organisation's policy on charitable giving and with the knowledge and consent of the Executive Director.

The organisation expressly prohibits the making of charitable donations where the purpose of the donation is to secure an advantage. All charitable donations must be made without expectation of reward.

REPORTING

All employees, contractors (freelancers), and volunteers, have a responsibility to prevent, detect and report all instances of bribery.

The Company encourages all employees, contractors (freelancers), volunteers, and associated persons to be vigilant and to report any unlawful conduct, suspicions or concerns promptly and without undue delay so that investigation may proceed, and any action can be taken expeditiously. Anyone who has concerns regarding acts or potential acts of bribery should speak to Management.

All reports will be treated with the utmost confidentiality. However, concerns can be reported anonymously to the Operations Manager.

The Company will support anyone who raises genuine concerns in good faith under this Policy, even if they turn out to be mistaken. It is also committed to ensuring nobody suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or corruption offence has taken place or may take place in the future.

For further information about reporting concerns, please contact Management or refer to the Grievance procedure in this staff handbook.

RECORD KEEPING

All accounts, receipts, invoices and other documents and records relating to dealings with third parties must be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off the record" to facilitate or conceal improper payments.

BRIBERY ACT (CONT.)

SANCTIONS FOR BREACH

The organisation treats breaches of the anti-bribery policy with maximum seriousness and will investigate any potential breach in accordance with the disciplinary policy. As far as freelancers or associated persons are concerned, a breach of this Policy could lead to the suspension or termination of any relevant contract, sub-contract or other agreement.

TRAINING & COMMUNICATION

All employees, contractors (freelancers), and volunteers, must familiarise themselves with this anti-bribery policy. The Company's zero tolerance approach to bribery will also be communicated to all business partners at the outset of the business relationship with them and as appropriate thereafter.

RESPONSIBLE OFFICER / REVIEW

The Operations Manager is responsible for monitoring the bribery policy and reviewing this procedure; therefore, any questions/concerns should be referred to the Operations Manager.

BULLYING & HARASSMENT

NORCA & Sistema in Norwich is committed to being a business in which the equality of opportunity is a reality and in which every individual can seek, obtain and continue employment without unfair discrimination.

The Company, therefore, expects all its employees, contractors (freelancers) and volunteers, to be treated with respect and to be able to work free of harassment.

It may not be the intention of the perpetrator; indeed they may not be aware that their conduct has been offensive but it is the deed and the impact on the recipient, which determines what constitutes harassment. This can be an isolated incident or may be persistent.

Acts of unacceptable behaviour could be, for example, unwelcome physical contact, offensive jokes, bad language, insults (written or verbal), lewd or suggestive behaviour, isolation at work, display or circulation of offensive material (hardcopy or electronically) or violence.

The Operations Manager is responsible for ensuring that all employees, contractors (freelancers) and volunteers are aware of this policy. They must deal with any incident of harassment or intimidation of which they become aware, in a timely manner.

DEFINITIONS

Bullying - takes many forms and although the term is usually reserved for physical menace or violence, any stress and/or anguish caused by attitudes, innuendo, derogatory comments, ridicule and undermining of status or authority (direct or indirect) could, under certain circumstances, be deemed to be bullying. The method used to cause stress or anguish could be by physical or mental processes, verbally or in writing or by use of e-mail or an equivalent.

Harassment - can be defined as "behaviour that" is unwanted, un-reciprocated and offensive to the recipient.

PROCEDURE

1. The Company will not tolerate harassment or bullying on any grounds irrespective of whether it is covered by legislation. Every effort will be made to deal with alleged harassment on an informal basis in the first instance.
2. An employee, contractor (freelancer), or volunteer, believing him or herself to be bullied/harassed should first ask the harasser to stop. If this is not possible, or if harassment continues, then the employee, contractor (freelancer), or volunteer, should report the matter to the Operations Manager. The matter will be dealt with quickly. Confidentiality will be maintained until the person making the complaint authorises the disclosure of their name. However, it must be appreciated that it may not be possible for the Company to take effective action where permission to disclose the name of the complainant is not given. If the employee, contractor (freelancer), or volunteer, is unhappy with how this is being dealt with or feels unable to discuss it with the Operations Manager, they can report it to the Executive Director or to a Trustee.
3. Where informal action does not lead to an improvement in the situation then the employee, contractor (freelancer), or volunteer, should report the issue in accordance with the procedure laid down in the Company's Grievance procedure ensuring that the Operations Manager is informed.
4. For those being bullied, it would be helpful if they could make a note of the time, date, place and content of the events and of any witness present.

BULLYING & HARASSMENT (CONT.)

5. Any contractor (freelancer), irrespective of position, who is found to be responsible for inciting, perpetrating or condoning harassment/bullying may have their service contract terminated.
6. Where bullying is proven, disciplinary and any other appropriate action will be taken. Note: the minimum action taken will be a written warning where the complaint is upheld.
7. Persistent or extreme cases constitute gross misconduct and as such can be subject to summary dismissal.
8. Any appeal against disciplinary action will be made in accordance with the Disciplinary procedure.
9. Employees, contractors (freelancers), or volunteers should note that they could be held personally liable in the event of legal proceedings initiated by the victim. Some types of harassment are classed as criminal which could lead to criminal prosecution.

What is Harassment?

Sexual harassment is unwanted behaviour of a sexual nature by one person to another. Sexual harassment takes many forms from sexual banter to actual physical contact. A person may not always realise that their behaviour constitutes sexual harassment - they must recognise that what is acceptable to one individual may not be acceptable to another.

As a guideline, the following tests may be applied in deciding whether a particular conduct or wording is potentially sexually harassing.

- Would you want this said or done to you or a member of your family?
- Would you say or do this in front of your parents and/or partner?
- Would you say or do this in front of a colleague of the same sex?
- Would you like to see a report of this behaviour appear in the local press?
- Does what is being done or said need to be done or said at all?

Examples of sexual harassment include:

- Insensitive jokes and pranks
- Lewd comments about appearance
- Displays of sexually offensive material, for example pin ups.
- Requests for sexual favours
- Speculation about an individual's private life and sexual activities
- Threatened or actual sexual contact
- Threat of dismissal or loss of promotion on the refusal of sexual favours.
- Bullying or other forms of intimidation or humiliation.

Racial harassment is unwanted behaviour, which demeans, humiliates, and undermines the victim. It can take several forms from verbal abuse to actual physical violence.

Examples include: -

- Insensitive jokes related to race
- Pranks
- Written or verbal remarks either posted or aired in areas where others can see or hear including social media, or by defacement to Company or personal items/areas when on

BULLYING & HARASSMENT (CONT.)

Company time.

- Deliberate exclusion from conversation
- Racial abuse

Apart from sexual and racial harassment there may be other types of harassment to which this policy will apply. As it is now unlawful to discriminate against an individual who is disabled, remarks made about a person's disability could constitute unlawful harassment. The examples which are given above are not intended to be exhaustive. Many of the examples would constitute gross misconduct, punishable by summary dismissal/termination of contract.

COMPASSIONATE/BEREAVEMENT LEAVE

The Company does not pay contractors (freelancers) for compassionate/bereavement leave.

However the Company recognises this is a difficult time for the contractor (freelancer).

REPORTING THE NEED TO TAKE COMPASSIONATE/BEREAVEMENT LEAVE

All contractors (freelancers) needing to take time off must contact the Operations Manager or nominated deputy as soon as possible (a replacement will probably need to be found to cover absence so as much notice as possible needs to be given). The contractor (freelancer) needs to give the Operations Manager or a nominated deputy the reason for absence and likely length of time you will be absent.

You will be expected to keep Operations Manager or nominated deputy updated with the situation and when you expect to be able to resume your service contract.

COMPLAINTS PROCEDURE (Whistleblowing)

It is Company policy that the Company's internal affairs shall not be disclosed by any contractor (freelancer) to anyone outside the Company except when appropriate authority is given by a member of Management or under the provisions of relevant legislation.

PURPOSE

This procedure describes the internal process which must be followed by all contractors (freelancers) who have a reasonable belief that, within the Company, the following may have occurred or be occurring: -

- a crime or other legal breach
- a miscarriage of justice
- a risk to health and safety
- a risk of damage to the environment
- an attempt is being made or is likely to be made to deliberately to conceal information about one of these matters.

Any contractor (freelancer), making a genuine complaint under this procedure, whether or not the complaint is eventually substantiated, will not be subject to any detrimental action by the Company.

Should the contractor (freelancer) be subject to any form of detriment or unfavourable treatment by another member of staff or contractor (freelancer), this will be dealt with in line with the Company's disciplinary policy.

This procedure does not exclude any contractor (freelancer) legitimately seeking advice from a competent external authority.

PROCEDURE

1. The contractor (freelancer) should in the first instance take action under the normal Company Grievance procedure (later in this handbook) and such procedures should be followed before action is initiated under this procedure.
2. Only when other relevant procedures have been exhausted or where a time pressure relating to the action/risk does not permit other procedures to be instigated, should it be dealt with under this procedure.
3. The Complaints Procedure should be initiated by a written or verbal communication to the Operations Manager clearly detailing that it is being made under the Complaints Procedure. A verbal communication should be followed up in writing within 24 hours and the Chair of Trustees notified within 24 hours of that written notice.
4. The communication must state why the contractor (freelancer) has a reasonable belief that one of the occurrences described in 2 is taking place, has taken place, or may be about to take place.
5. In the event the Operations Manager is implicated, then the complaint must be made to the Executive Director.
6. The Operations Manager receiving the complaint will take the following action:
 - a) acknowledge receipt of the complaint in writing within 24 hours.
 - b) discuss with an appropriate person if necessary, e.g. external HR consultant, the action to be taken to investigate the complaint,
 - c) ensure that at intervals not exceeding 5 working days, the complainant is advised of the status of the complaint.

COMPLAINTS PROCEDURE (CONT.) (Whistleblowing)

- d) The Operations Manager will ensure that the complaint is registered
 - e) The complaint is fully investigated, and appropriate corrective action initiated.
7. On completion of the investigation, the Operations Manager will ensure that all corrective actions are completed, and that the complainant is advised of the results of the investigation, in writing and will check the complainant is satisfied with the outcome of the investigation.
 8. In the event that the complainant is not satisfied, they will require to submit their reasons in writing to the Executive Director within 5 working days of receiving the result of the investigation.
 9. The complainant, the investigation, and the reasons for the complainant's dissatisfaction will then be reviewed by the Executive Director and a Trustee within 10 days of receipt of the complainant's written dissatisfaction and the complainant will be advised in writing of the result of this review.
 10. This will be the final step in the procedure, and there will be no further internal recourse for the complainant.
 11. All records of complaint and the process will be kept in a separate file and comply with GDPR

Please also refer to Appendix 4 and 5 of the Safeguarding and Child Protection policy.

CONFIDENTIALITY

The Company recognises that its own integrity depends on confidentiality of its records and undertakings.

Due to the competitive nature of our industry, contractors (freelancers), must not divulge or communicate to other people (third parties) and/or the Media/Press, confidential and/or commercially sensitive information unless they have prior authorisation from the Executive Director or unless the third party has a legal right to demand such information.

Contractors (freelancers), are not authorised to communicate with, or write articles for, the press or magazines using the Company name or on Company affairs without obtaining permission/approval from the Executive Director.

All contractors (freelancers) acknowledge that, during the course of their engagement with NORCA & Sistema in Norwich, they will have access to confidential information relating to the business, schools, families, children, affairs and finances of the Company and of its clients/customers/parents.

Such confidential information can be in a variety of different forms either divulged verbally or in document form or stored on any magnetic or optical disk or memory.

Confidential to the Company and/or trade secrets include, without limitation, music, all back up information, graphics, data, statistics, reports, technical data and know-how relating to the business of the Company or any of its business contacts, including in particular (by way of illustration only and without limitation) pricing strategies, labour rates, discount arrangements with suppliers and commercial arrangements with suppliers, remuneration etc.

This information must only be used for its purposes, unless authorised by the Executive Director. No such information may be removed from the Company's premises other than in the ordinary course of business or at Management's discretion.

Contractors (freelancers) will be required to sign a confidentiality agreement upon commencement of their service contract and are required to keep confidential all information they are entrusted with during their contract with NORCA & Sistema in Norwich. This is not time limited and extends beyond termination of the contract.

Failure to adhere to this or any infringement of these rules, deliberate or otherwise which could result in a damaging effect on the Company will be treated as gross misconduct in accordance with the Company's disciplinary policy. Please note, criminal proceedings may also result.

Please also refer to Appendix 3 of the Safeguarding and Child Protection policy.

CONFLICT OF INTEREST

Any contractor (freelancer), must declare any personal interest with other organisations (i.e. close personal or family connections with people working in Companies with whom NORCA & Sistema in Norwich do business), before any business transactions are undertaken with that Company.

The Executive Director will use his discretion to authorise the transaction, as seen fit in the interests of the Company, and will acknowledge such declarations in writing.

Failing to notify the Company could result in termination of the contract for services.

DATA PROTECTION (General Data Protection Regulations May 2018)

Upon commencement of the contract for service, you will be issued with a copy of the Company's privacy notice which clearly outlines how the Company will use your personal data. You will be required to sign this document in order for the Company to be able to maintain their legitimate business relationship with you.

See NORCA and Sistema in Norwich's GDPR Policy for further information.

DISCIPLINARY

This policy is designed to help and encourage all contractors (freelancers) to achieve and maintain the correct standards of conduct, attendance and job performance thus promoting fairness and consistency in the treatment of all.

We recognise, however, that there may be times when this is not achieved, therefore, this policy outlines the procedure which will be followed in the event of an incident/situation which may fall under the category of misconduct or gross misconduct.

PRINCIPLES

Inform - At all stages of the procedure the contractor (freelancer) will be informed in writing of the complaint against them and will be given the opportunity to state their case before decisions are reached.

Right to be accompanied - At all stages of the disciplinary procedure, the contractor (freelancer) will have the right to be accompanied by a colleague (not a relative or a solicitor). In the event a colleague is invited to accompany the contractor (freelancer), their role will be to support and confer with their colleague. They are not obliged to ask or reply to any direct questions.

Appropriate arrangements will be made for a contractor (freelancer), with special physical or linguistic needs.

Co-operation - At all stages of the disciplinary procedure, the contractor (freelancer) will be expected to co-operate with the Company and take all reasonable steps to attend any meetings. In the event the contractor (freelancer) is unable to attend a meeting, the Company will rearrange for a mutually agreeable date and time. Failure to attend a re-arranged meeting, may result in the Company conducting the meeting in the contractor's (freelancer's) absence. In this situation, the Company will form an opinion based on the information they have available to them.

Keeping Records - The Operations Manager will be involved at all stages of the process and will attend and advise at any stage of the process as required. Written records of each stage will be logged with the Operations Manager and will be available for review by the contractor (freelancer) upon request.

Investigation - No disciplinary action will be taken until the facts of the case have been established except in cases involving Gross Misconduct.

First Offence - No contractor (freelancer), will be dismissed/have their contract terminated for a first breach of discipline, except in cases of gross misconduct when the penalty could result in dismissal without prior notice or payment in lieu of notice.

Escalation - The disciplinary procedure may be implemented at any stage if the contractor's (freelancer's) alleged misconduct warrants such action.

Appeals - contractors (freelancers), have the right of appeal against any stage of the disciplinary procedure imposed. Any appeal must be put in writing, clearly stating the grounds of appeal, and must be submitted within 14 days of receipt of the outcome letter.

DISCIPLINARY (CONT.)

Areas covered by this Policy

This list gives an indication of the areas covered by this policy, however, it is not exhaustive:

- Timekeeping
- Conduct
- Performance
- Absence
- Health/Safety & Environment
- Use of organisation facilities
- Discrimination, Bullying and Harassment/Victimisation
- Repeated or serious failure to follow reasonable instructions
- Gross Misconduct

Levels of Disciplinary

The Company will issue the sanction which is deemed appropriate for the situation.

- **Informal Discussion** – documented and held on file.
- **Written Warning** – held on file for 12 months and considered spent after this time.
- **Final Written Warning** – held on file for 18 months and considered spent after this time.

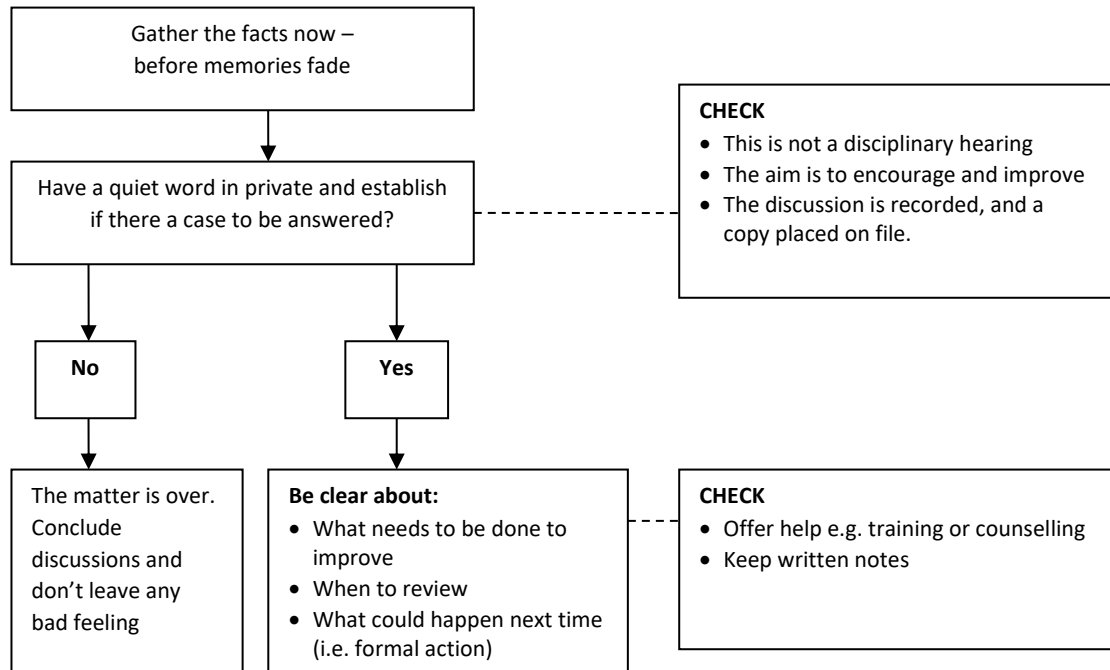
PROCEDURE

Stage 1 - Informal action

1. In cases of minor misconduct or unsatisfactory performance, an informal discussion may be all that is required to improve a contractor's (freelancer's) conduct or performance.
2. The informal discussion will be recorded by the Management and a copy will be held on file. This will give details of the complaint, the improvement required and the timescale.
3. The contractor (freelancer) will be monitored, and the situation reviewed after an agreed timescale of not more than 6 months.
4. In the event conduct or performance is still not satisfactory, the formal disciplinary procedure may be invoked after an agreed timescale.
5. If the misconduct or unsatisfactory performance is considered to be too serious to be classed as minor, then formal action will be taken immediately.

DISCIPLINARY (CONT.)

Stage 1 - Informal Action Flowchart



Stage 2 – Formal Action

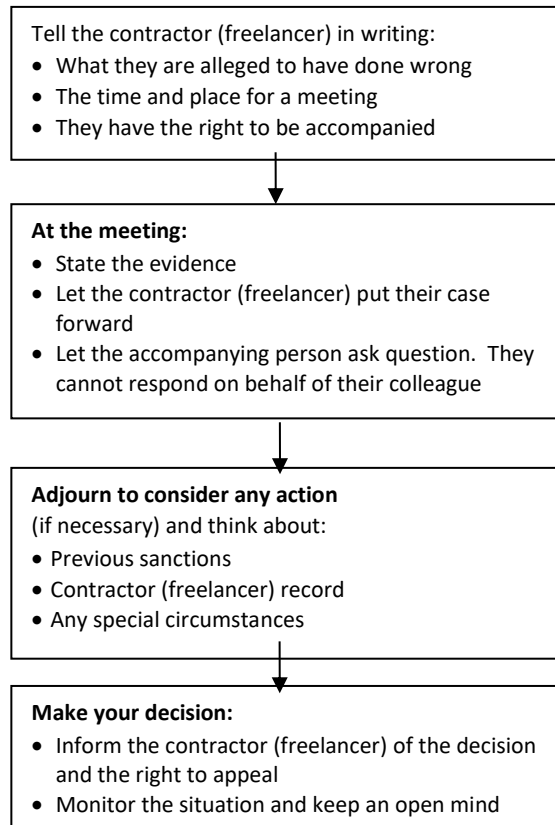
If there is a failure to improve conduct or performance after informal action or the misconduct or unsatisfactory performance is too serious to be classified as minor, then the following process will take place: -

1. The contractor (freelancer) will be invited to an investigatory meeting where the Company will establish the facts/circumstances surrounding the allegation/situation. The meeting should be held with the relevant Management and the Operations Manager.
2. The length of time between the written notification and conducting the meeting should be within 14 consecutive days, i.e. long enough to allow the contractor (freelancer) to prepare but not so long that memories fade.
3. At the meeting, the complaint against the contractor (freelancer) will be explained, and the evidence presented. The contractor (freelancer) will be given every opportunity to present their case and answer any allegations made.
4. Following the first investigatory meeting, the points raised at this meeting may need further investigation, e.g. if there are witness statements to be obtained. The meeting will be adjourned to allow further investigation and reconvened once all information has been gathered.
5. Following the investigatory meeting, and the gathering of all facts, if the Company deems it to be necessary, the matter could be moved onto Stage 3 - Outcome and Action.

DISCIPLINARY (CONT.)

6. If the Company deems it to be necessary, e.g. for the welfare or safety of others, the contractor (freelancer) may be suspended without pay whilst investigations are ongoing. In this situation, the Company will act as quickly as possible.

Formal Action Flowchart



Stage 3 – Outcome and Action

1. The contractor (freelancer) will be invited to a disciplinary meeting. The letter will outline the allegations being made and the contractor (freelancer) will be furnished with copies of notes and witness statements, if applicable, prior to the disciplinary meeting taking place.
2. Upon completion of the disciplinary meeting, the Company will consider all the information which has been presented.
3. If further information is presented at the disciplinary meeting, the Company may need to adjourn to investigate further. In this situation, the Company will act as quickly as possible and would expect to reconvene the meeting within 5 working days.
4. If no further information is presented, the outcome of the disciplinary meeting may be confirmed at the end of the meeting or alternatively, the Company may confirm the sanction to be imposed in writing within 5 days of conducting the meeting
5. Confirmation of the sanction will be put in writing explaining the reasons why the warning was imposed and the consequences of failing to improve/change. The letter will set out:-
 - The nature of the complaint & the improvement/changes required together with the consequences if there is a failure to improve/change and timescale for achieving the improvement(s)

DISCIPLINARY (CONT.)

- The support provided to assist the contractor (freelancer)
 - A review date, and how long the warning will remain on file after which, subject to satisfactory improvement, the record will be discounted for future disciplinary procedures.
6. If the contractor (freelancer) is dissatisfied with the sanction imposed, they have the right of appeal. This will be clearly outlined in the confirmation letter.

Stage 4 – Contract Termination

If conduct or performance continues to be unsatisfactory and the contractor (freelancer) still fails to reach agreed standards, the contractor (freelancer) may be recommended for service termination. The contractor (freelancer) will be interviewed by the relevant member of the Management team for this purpose and given the opportunity to state their case. This interview will be arranged in consultation with the relevant parties.

If the Management team considers the service termination warranted, they shall:

- Give the contractor (freelancer) formal verbal notice of dismissal to be confirmed in writing within 14 consecutive days.
- The letter will detail the reasons for service termination, the date of termination and the right of appeal.

Gross Misconduct

Gross misconduct is an act which is so serious that it justifies service termination without notice, or pay in lieu of notice, for a first offence, having destroyed the relationship of trust and confidence between the Management and contractor (freelancer), making the working relationship impossible to continue. Examples of gross misconduct are given below.

If a contractor (freelancer) is accused of an act of gross misconduct, they will immediately be suspended from the service contract with no pay pending further investigation for normally no more than 5 working days. Formal disciplinary action stage 1 – 3 will be implemented.

On completion of the investigation, the Executive Director will either withdraw the suspension, or if satisfied gross misconduct has occurred, the result will be service termination without notice. This will be provided in writing.

In the event of an offence not warranting dismissal, the appropriate level of action in accordance with the disciplinary procedures will apply.

Criminal & Civil Acts/Convictions outside of Work

Criminal acts which occur outside of the contracted service with the Company will not automatically be treated as a reason for disciplinary action. Contractors (freelancers) must report any criminal or civil convictions that may impact upon their ability to carry out their job function (Alcohol, Drug or Driving disqualification etc.) to the Operations Manager. Such incidents which become known to the Company will be investigated and the facts fully considered before a decision is taken as to whether disciplinary procedure is invoked. Failure to disclose such convictions will invoke the disciplinary process.

DISCIPLINARY (CONT.)

Categories of Misconduct

Below is a list of examples where disciplinary action, including dismissal, could be taken. This list is not exhaustive.

- Breach of Health, Safety and/or Environmental policies and procedures
- Failure to follow company procedures
- Unsatisfactory performance
- Actions which could cause harm to self or others
- Willful refusal to carry out a reasonable instruction
- Insubordination or use of foul language
- Failure to work in a co-operative manner with your colleagues
- Unsatisfactory reliability, e.g. time keeping/absence
- Falsifying information prior to commencement or during employment
- Smoking on Company premises, in vehicles, or client's premises/vehicles
- Engaging in personal work during Company's working hours
- Inappropriate and/or excessive use of phones, e-mail, social media or internet
- Conduct of any kind that has an adverse effect on the profitability of the Company

Categories of Gross Misconduct

- Serious breach of Health, Safety and/or Environmental policies and procedures where harm to yourself, others and/or environment occurred or could have occurred.
- Theft/fraud
- Deliberate falsification of records including non-disclosure of any previous or pending court actions or imprisonment
- Physical, verbal or written assault of another person
- Misuse of equipment provided for the health and safety of the workforce
- Deliberate damage to company property
- Under the influence or incapability through alcohol or being under influence of illegal drugs
- Serious negligence which causes unacceptable loss, damage or injury
- Breach of the Company's Anti-Bribery policy and/or acting for a competitor and/or receiving personal commissions
- Unauthorised entry to computer records
- Serious misuse of Company property
- Bringing the Company name into disrepute
- Inappropriate use of social media
- Deliberately accessing or transmitting pornographic, offensive or obscene audio or visual material by any means
- Serious acts of insubordination
- Unlawful discrimination, harassment or victimisation including physical, verbal, written or suggestion
- Serious breach of mutual trust and confidence
- Breaching any law or regulations relating to the business carried on by the Company
- Unauthorised disclosure of confidential information
- Written or posted (social media) abuse or defacement of personal property when on Company time.
- Repeated non compliance of company procedures
- Non compliance of guidance and training that has a direct effect on customer relations leading to partial or complete loss of business.

DRESS & APPEARANCE

For NORCA & Sistema in Norwich's dress code, please refer to Section 8 of the Code of Conduct for working with Children and Young People in the Safeguarding and Child Protection policy, your Tutor Handbook and/or your event brief/handbook.

DRUGS & ALCOHOL

The Company expects all contractors (freelancers) to ensure they arrive suitably fit for carrying out their contract, i.e. alert to carry out any requested work tasks including driving.

The consumption of alcohol and/or drugs whilst on site is strictly forbidden. If Management suspect that the contractor (freelancer) is under the influence of drugs or alcohol when he/she arrives for their contracted service, they will be asked to leave the session/event/activity as they will be considered not fit to carry out the service. The contractor (freelancer) will not be paid for that session/event/activity.

In March 2015, the government introduced a law that made it an offence to drive with certain prescription and illegal drugs above specified blood levels in the body, whether their driving was impaired or not. The law, which covers England and Wales, was intended to bring drug-driving enforcement into line with that of drink-driving and covers several prescription medicines, including amphetamines, clonazepam, diazepam and methadone.

Drivers convicted of drug-driving may face a minimum 12-month driving ban, an unlimited fine, or up to six months in prison. Anyone caught breaking the law will be subject to disciplinary action which could result in termination of their service contract.

Contractors (freelancers) are expected to notify the Company (in confidence) if any prescribed drugs may or will have any effect on their service capabilities. The Company reserves the right to alter contractor (freelancer) tasks or to ask the contractor (freelancer) to take time off (this may require input from the contractors (freelancers) General Practitioner) if such prescribed drugs pose a safety risk to the user or others affected by their actions.

Any contractor (freelancer) who is concerned that he/she may have a dependence on alcohol and/or drugs is encouraged to seek help and advice from his/her General Practitioner. The Company will, having taken into account an individual's circumstances, allow time (unpaid) off for a period decided at the Executive Director's discretion to visit a General Practitioner or attend a rehabilitation clinic.

If, because of an alcohol and/or drug dependency, a person's performance/behaviour during the contracted service is suffering and this would normally result in disciplinary action being taken, such action will be suspended for an appropriate period, at the Executive Director's discretion during treatment. Should help be refused or treatment unreasonably discontinued or, after a reasonable interval there is no improvement in behaviour and/or work performance remains poor, disciplinary action may be taken in line with Company procedures.

The Company reserves the right to use the services of an Occupational Health provider to carry out testing if they suspect an, contractor (freelancer) is under the influence of alcohol and/or drugs.

Those contractors (freelancers) who are required to undertake the testing and refuse must provide a signed letter stating their refusal and provide a reason for the refusal. Contractors (freelancers) who refuse may be required to attend further meetings/testing with further refusals escalating to possible disciplinary action. They may also be suspended, at the Executive Director

DRUGS & ALCOHOL POLICY (CONT.)

discretion, pending further enquiries if the Company feels that they may be a danger to themselves, their colleagues, Company equipment or pose a hazard on customer sites.

Those who give a positive result will not be allowed to continue the task and will be required to attend a meeting to discuss the findings. Following the outcome, the contractor (freelancer) may be suspended without pay pending further investigations at which point they may enter the Company disciplinary procedures.

The Company will not be held responsible for a contractor (freelancer) who knowingly or unknowingly is stopped and breathalysed on their way to work or during contracted hours and is found to be over the legal alcohol limit. The Company will not be liable or responsible for any payment of fines or any court fees incurred by a contractor (freelancer) in the event of prosecution following a drink or drug related incident at any time.

Please note: The Company insurance will cover all Company vehicles whilst on authorised business, however the Company will be within its rights to seek compensation from a contractor (freelancer) for any damage to Company or general public vehicles/property if the cause of any accident was attributed to alcohol and/or drug or, following an investigation was down to driving with undue care and attention, i.e. negligence of the contractor (freelancer). The contractor (freelancer) will also be subject to the Company disciplinary procedure.

EMAIL USE

Use of email by contractors (freelancers) of the Company is permitted and encouraged where such use supports the goals and objectives of the business.

However, the Company has a policy for the use of email. Contractors (freelancers) must ensure that they:

- comply with current legislation
- use email in an acceptable way
- do not create unnecessary business risk to the Company by their misuse of the Internet

Unacceptable behaviour

The following is deemed unacceptable use or behaviour by contractors (freelancers): -

- use of Company communications systems to set up personal businesses or send chain letters
- forwarding of Company confidential messages or data to external locations
- distributing, disseminating or storing images, text or materials that might be considered indecent, pornographic, obscene or illegal
- distributing, disseminating or storing images, text or materials that might be considered discriminatory, offensive or abusive, in that the context is a personal attack, sexist or racist, or might be considered as harassment
- accessing copyrighted information in a way that violates the copyright
- breaking into the Company's or another organisation's system, or unauthorised use of a password/mailbox
- broadcasting unsolicited personal views on social, political, religious or other non-business-related matters
- transmitting unsolicited commercial or advertising material
- undertaking deliberate activities that waste contractor's (freelancers) effort or resources
- introducing any form of computer virus or malware into the corporate network

Monitoring

The Company accept that the use of email is a valuable business tool. However, misuse of this facility can have a negative impact upon contractor (freelancer) productivity and the reputation of the business.

In addition, all of the Company's email resources are provided for business purposes. Therefore, the Company maintains the right to examine any systems and inspect any data recorded in those systems.

In order to ensure compliance with this policy, the Company also reserves the right to use monitoring software in order to check upon the use and content of emails. Such monitoring is for legitimate purposes only and will be undertaken in accordance with a procedure agreed with contractors (freelancers)

Sanctions

Failure to comply with these guidelines will result in sanctions ranging from disciplinary procedures such as verbal and written warnings, through to dismissal.

EQUALITY, DIVERSITY AND INCLUSION

NORCA & Sistema in Norwich recognises that everyone has a contribution to make to our society and a right to equal opportunities. In accordance with the Equality Act 2010, the Company is committed to being an inclusive organisation where everyone is treated with respect and dignity, and where there is equal opportunity for all.

No job applicant or employee, contractor (freelancer), volunteer, trustee or organisation/individual to which we provide services/work in partnership with will be discriminated against by us on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origin), religion or belief, sex and sexual orientation or any other grounds whether prohibited by legislation or otherwise.

This policy includes the prohibition of discrimination against an individual because he/she/they thinks or perceives (whether rightly or wrongly) or associates with someone who falls into one of the above protected characteristics.

We aim to promote equality, diversity, and inclusion opportunities, encourage a supportive and inclusive organisational culture and eliminate discrimination and harassment through the following: -

- Opposing all forms of unlawful and unfair discrimination
- All employees (whether part time, full time or temporary), contractors (freelancers), volunteers, trustees, and organisations/individuals to which we provide services/work in partnership with will be treated fairly and with respect.
- Any vacancies that are advertised will include a positive statement on equality, diversity, and inclusion.
- Selection for employment/services/volunteering, training or any other benefit will be on the basis of aptitude and ability. All selection/rejection decisions will be made available if requested.
- All employees/contractors (freelancers)/volunteers will be helped and encouraged to develop their full potential, and the talents and resources of individuals will be fully utilised to maximise the efficiency of the organisation.
- All employees/contractors (freelancers)/volunteers/trustees have a legal and moral obligation not to discriminate and to report incidents of discrimination against any individual or group of individuals to NORCA and Sistema in Norwich's Operations Manager.

The Company is committed to:

- Creating an environment in which individual differences and the contributions of all our employees, contractors (freelancers), volunteers and trustees are recognised and valued.
- Ensuring every employee, contractor (freelancer), volunteer and trustee is entitled to be part of an environment that promotes dignity and respect to all. No form of intimidation, bullying or harassment will be tolerated,
- Training and development opportunities being available to all employee, contractor (freelancer), volunteer and trustee
- Ensuring our Equality, Diversity and Inclusion Policy is adhered to.

Breaches of our Equality, Diversity and Inclusion policy will be regarded as misconduct and could lead to disciplinary proceedings. If anyone considers that he/she/they is suffering from unequal treatment, i.e. bullying and/or harassment etc.) then he/she/they should refer to the Company's grievance procedure in the first instance, alternatively speak to a member of management.

EQUALITY, DIVERSITY AND INCLUSION (cont.)

The successful implementation of this policy depends on the awareness and commitment of all employees, contractors (freelancers), volunteers and trustees, hence all employees, contractors (freelancers), volunteers and trustees will be made aware of its existence and will be requested to sign up to it when joining the organisation and when new versions of this policy are written.

EUROPEAN WORKING TIME DIRECTIVE

The European Working Time Directive 1998 came into effect in October 1998. From that date, irrespective of the size of the Company or whether in the public or private sector, all contractors (freelancers) are covered by this legislation.

The European Working Time Directive states that a contractor (freelancer) cannot be forced to carry out a service which is more than 48 hours in a working week (including overtime) over a 17-week reference period unless they elect to “opt out” or are in one of the occupations which are exempt.

The Regulations define this as any period: -

- during which the contractor (freelancer) is working at the Company’s disposal and carrying out his/her activity or duties,
- any period in which he/she is receiving relevant training
- any additional period which is to be treated as service time for the purpose of these Regulations under a “relevant agreement”.
- For young workers, it also includes any time spent on training under a combined work/training scheme.

All NORCA & Sistema in Norwich contractors (freelancers) are given the opportunity to “opt-out” on commencement of the contract of service

Any contractor (freelancer) can cancel their “opt-out” at any time and decide not to carry out a service that is in excess of 48 hours, by writing to the Company, giving 1 months’ notice.

The Company complies with minimum rest periods laid down in Working Time Regulations.

- 11 hours consecutive in 24-hour period
- 24 hours consecutive in a 7-day period

Management and contractors (freelancers) must ensure that they are able to meet this requirement following a period of overtime prior to the next scheduled period of duty.

EXPENSES

Contractors (freelancers) are reminded that expenses are paid to cover costs incurred whilst carry out a contract of service on behalf of the Company. Contractors (freelancers) will not suffer any financial loss, however, they should also not expect to profit from Company expenses.

Any expenses incurred must be agreed with the Operations Manager first. All expenses must be supported by VAT receipts and are paid in line with the contractors (freelancers) normal invoicing schedule.

FAMILY FRIENDLY LEAVE

NORCA and Sistema in Norwich are aware of their responsibilities regarding Family Friendly Leave, however, they are not responsible for administering or payment of such leave to contractors (freelancers).

FIRE STEWARD PROCEDURE AND INFORMATION

Please find below, details of what you are required to do in the event of a fire: -

If the fire alarm goes off:-

- Alert everyone
- Get everyone out (direct them to fire assembly point which is in the car park outside the Octagon Chapel), closing doors and windows as you leave if possible. Don't forget to check the toilets.
- Pick up master set of keys if have a set, if not take them from the key cabinet in the NORCA and Sistema in Norwich office.
- Ring fire service (as back up to alarm)
- Go to fire panel in ground floor lobby and ascertain where fire is.
- Go to room where fire is – if the door is closed - DO NOT GO IN. If the room has windows - look through to see if you can see a fire. If there are no windows – you will be able to hear fire, smell it, see a glow and smoke coming under the door/through the keyhole, and/or the door handle will be hot to touch. KEEP DOOR CLOSED. If in doubt as to whether there is a fire or not – do not enter.
- If door is open and it is a small fire that you feel confident to tackle – get appropriate fire extinguisher and try to put it out – ensuring that your point of exit is clear at all times. If it becomes clear that you are not going to put it out, close the door and leave the building.
- If the door is open and there is no fire, the fire alarm may have gone off accidentally (dust, insects etc). Go back to fire panel in lobby, find little plastic key on top of the panel, put key in panel, turn as indicated and press 'silence'. Go to assembly point and wait for fire service to arrive. Check that everyone has been accounted for. Ring Operations Manager and/or Executive Director.
- When the fire service arrives – tell them where the fire is (or where the alarm went off). You may be required to turn off the mains electricity and gas supply (in the lobby in white cupboard). You may also be asked about the layout of the building – give concise and clear information. Let the fire service know if there is anyone left in the building.
- Stay out of the building until the fire service tells you it is safe to re-enter.
- When it is safe to re-enter – ring Bguard (the alarm company) and ask them to reset the alarm. Phone Southern Monitoring to explain what happened and to check the signal is still working. Bguard – 07774 899798; Southern Monitoring – 023 9226 5113
- Don't forget to put the master keys back in the key cabinet.

FIRE STEWARD PROCEDURE AND INFORMATION (CONT.)

If you find a fire: -

- Get everyone out (direct them to fire assembly point which is in the car park outside the Octagon Chapel), closing doors and windows as you leave if possible. Don't forget to check the toilets.
- Set off the nearest fire break point.
- Call the fire service (as back up to the alarm)
- Pick up master set of keys if have a set, if not take them from the key cabinet in the NORCA and Sistema in Norwich office.
- If it is big fire and you are at risk– get out, don't take your personal belongings, don't turn off computers.
- If it is a small fire and you have time, close all windows and close all fire doors to stop the fire spreading. If you feel confident, tackle the fire with the appropriate fire extinguisher, ensuring your exit is clear at all times. If it becomes clear that you are not going to put it out, close the door and leave the building.
- On the way out check other rooms to make sure that everyone has got out of the building (do not go to rooms above the fire). Go to fire panel in lobby, insert the key and press 'silence'. Ring Operations Manager and/or Executive Director if not with you.
- Go to assembly point and wait for the fire service.
- When the fire service arrives – tell them where the fire is, what's on fire and what you have done to try to stop it. (You may be required to turn off the mains electricity and gas supply (in the lobby in white cupboard). You may also be asked about the layout of the building – give concise and clear information. Let the fire service know if there is anyone left in the building.
- Stay out of the building until the fire service tells you it is safe to re-enter.
- When it is safe to re-enter – ring Bguard (the alarm company) and ask them to reset the alarm. Phone Southern Monitoring to explain what happened and to check the signal is still working. Bguard – 07774 899798; Southern Monitoring – 023 9226 5113
- Don't forget to put the master keys back in the key cabinet

GIFTS & HOSPITALITY

NORCA and Sistema in Norwich understands that this practice is part of normal business life. We do not wish to interfere with the practice, but we do need to ensure we comply with the Bribery Act 2010, therefore, require our contractors (freelancers), who may be offered gifts/invitations/vouchers to disclose them to a member of NORCA and Sistema in Norwich's management.

GRIEVANCE

INTRODUCTION

It is the Company's policy to ensure that contractors (freelancers) with a grievance relating to their service contract can use a procedure which can help to resolve grievances as quickly and fairly as possible.

The purpose of the grievance policy is to ensure that every contractor (freelancer) has the opportunity to resolve problems in an organised and equitable manner.

The policy enables grievances to be dealt with fairly, promptly, and as close to the source of dissatisfaction as possible.

PRINCIPLES

Right to be accompanied - At all stages of the procedure, the contractor (freelancer) will have the right to be accompanied by a fellow colleague. Appropriate arrangements will be made for contractors (freelancers) with special physical or linguistic needs.

Keeping records – The Company has the right to use an external HR Consultant who may be involved at all stages of the process and will attend and advise at any stage of the process as required. Written records of each stage will be logged with the Operations Manager and may be available for review by the contractor (freelancer) upon request.

Investigation – No decision will be made until the facts of the case have been established. Any grievances against contractors (freelancers) may result in disciplinary action being taken under the disciplinary procedure.

STAGE 1 – INFORMAL DISCUSSION

Any contractor (freelancer) who wishes to raise a grievance should, in the first instance, verbally raise the issue with Operations Manager detailing the nature of the complaint. The individuals concerned should meet and resolve the problem within 14 consecutive days of notification where practicable. We hope that the majority of concerns will be resolved at this stage. If a grievance is with the Operations Manager it should be referred to the Executive Director or the Chair of Trustees, as appropriate.

STAGE 2 – FORMAL ACTION – STATEMENT OF GRIEVANCE/MEETING

If you feel that the matter has not been resolved through informal discussions, you should put your grievance in writing to the Operations Manager. On receiving a formal grievance, the Operations Manager should, in writing, invite the contractor (freelancer) making the grievance to a meeting as soon as possible and inform them of their right to be accompanied. Where possible the length of time between the written notification and the meeting should be within 14 consecutive days. The meeting should be held with the Operations manager and other relevant Manager(s)

STAGE 3 – OUTCOME & ACTION

The grievance should be recorded and responded to, in writing, within 14 consecutive days of the meeting. The letter will inform the contractor (freelancer) of the outcome, action to be taken, reasons for the actions taken and their right of appeal.

If the grievance is not resolved, the appeals procedure will need to be followed.

GRIEVANCE (CONT.)

STAGE 4 - APPEAL

If the matter is not resolved to your satisfaction, you have the right of appeal to the Executive Director or an authorised deputy. Please note, this could be the Chair of Trustees or an authorised deputy. You will be invited to a meeting to present your appeal. A decision will be given within 7 working days of the appeal hearing. The Executive Director or nominated deputy's position is final.

COLLECTIVE GRIEVANCE

It is the intention of the Company to resolve any concerns or grievances as and when they arise, and this clause provides a procedure by which the resolution of those matters may be achieved. No action will be taken by either side which would prejudice the Company's operation until the collective grievance procedure is deemed to have been exhausted. (i.e. status quo is maintained.)

FORMAL ACTION

- **Statement of Grievance** – Collective complaints should be raised in writing with the Executive Director and Chair of Trustees detailing the nature of the complaint and attempts made to resolve it locally.
- **Response** – The collective complaint will be responded to formally within 14 consecutive days. If the Executive Director is not in a position to reply or the reply is unacceptable, the matter shall be referred by either side to a collective meeting.
- **Escalation** - Failing settlement at the meeting, the matter may be referred by mutual consent to a further meeting where the Executive Director's nominated deputy and the Company's external HR Consultant must be in attendance. This will be arranged within 14 consecutive days.
- **Failure to Agree** - If the matter is still not resolved it may be referred to ACAS by mutual agreement and agreed timescale.
- **Time Limits** - The time limits at all stages may be altered by mutual agreement.

HEALTH & SAFETY

NORCA & Sistema in Norwich is committed to maintaining safe and healthy working conditions for all Employees, contractors (freelancers), volunteers, programme users and visitors.

The Company will ensure that all activities and premises for which it is responsible for, are managed effectively to avoid, reduce or control all foreseeable risks as far as reasonably practicable.

Employers Responsibility: -

- To adhere compliance to the Health and Safety at Work Act 1974 and other relevant health and safety legislation
- make the workplace/service environment safe
- ensure equipment is safe to use, and that safe practices are set up and followed
- make sure that all equipment is stored and used safely
- provide adequate first aid facilities
- inform contractors (freelancers) about any potential hazards from the service they do, and give them information, instructions, training and supervision as needed
- set up emergency plans and write relevant risk assessments which will be reviewed on a regular basis
- make sure that ventilation, temperature, lighting, and toilet, washing and rest facilities all meet health, safety and welfare requirements
- check that the right service equipment is provided and is properly used and regularly maintained
- ensure that any manual handling activity engages precautions to reduce the risk of injury
- provide protective clothing or equipment free of charge if risks cannot be removed or adequately controlled by any other means
- ensure that the right warning signs are provided and looked after
- reporting procedures are set up
- report certain accidents, injuries, diseases and dangerous occurrences to the Health and Safety Executive (HSE)

Contractors (Freelancers) Responsibility: -

- to take reasonable care of their own health and safety
- to take reasonable care not to put other people - fellow employees, contractors (freelancers), volunteers, programme users and visitors- at risk by what they do or don't do in the course of their carrying out their contract
- to co-operate with the Company, making sure they get proper training and that they understand and follow the company's health and safety policies
- not to interfere with or misuse anything that has been provided for their health, safety or welfare
- to complete the Company's Health Questionnaire form and keep the information up to date and relevant.
- to report any injuries, strains or illnesses suffered as a result of carrying out their contract.
- to tell the Company if something happens that might affect their ability to carry out their contract (eg becoming pregnant or suffering an injury/illness)
- if they drive - to tell the Company if they take medication that makes them drowsy
- to let the Company know if personal circumstances change e.g. change of address, doctor, emergency contact etc.

HEALTH & SAFETY (CONT.)

Roles: -

The Operations Manager has overall responsibility for health and safety in the workplace/service environment, updating the Health and Safety Policy and day to day responsibility for implementation of the policy.

All members of the Management have responsibility to ensure that contractors (freelancers) involved in activities adhere to the safe systems of work as detailed in the policy.

Risk Assessments

Every work activity to be risk assessed prior to the activity starting and with consultation with those who will undertake the work.

A separate office risk assessment will be written and issued to all contractors (freelancers)

A separate fire risk assessment will be undertaken by a responsible person. NORCA and Sistema in Norwich's current fire officer is David Woodward.

A written, dated record of the risk assessment will be provided to all associated with the activity, detailing the hazards, risks, the measures taken to avoid, eliminate, reduce or control all foreseeable risks as far as reasonably practicable, and including the name of the person responsible for ensuring that the measures are implemented and acted upon.

All risk assessments will be reviewed annually or if significant changes in the working practice/environment occurs, whichever is soonest.

Safe Equipment

When selecting and purchasing any new equipment it will, as far as possible, be assessed as being fit and safe for purpose, and appropriate for the work and location.

Contractors (freelancers) to be trained in its use and be aware of the instructions from the manufacturer.

Yearly PAT test carried out of all electrical equipment.

The Operations Manager is responsible for ensuring effective maintenance of the equipment and to ensure that a procedure is set up for reporting any faulty equipment; contractors (freelancers) to ensure that any default in the equipment is reported as soon as possible and that any equipment is not used if suspected of not being safe.

Training

All contractors (freelancers) will receive induction training as soon as possible after starting employment, including a health and safety induction for the office, fire safety and the job they have been contracted to undertake. All inductions will be carried out by the Operations Manager.

A health and safety training analysis will be conducted as and when the risk assessment is updated, or when new equipment is purchased or if the service or the service environment changes, whichever is soonest.

All training carried out will be recorded, detailing the name of the person trained, who carried out the training, the date of the training and when, if appropriate, when the training needs to be updated.

HEALTH & SAFETY (CONT.)

Reporting Accidents and Incidents

All serious work-related accidents, diseases and dangerous incidents will be reported to the Incident Contact Centre of the Health and Safety Executive. This is the responsibility of the Operations Manager.

Any injury at work/service environment – including minor ones – will be recorded in the Company's 'accident book'. 'Near misses' must also be recorded and risk assessments be reassessed in line with the details of the incident.

Accidents and First Aid

Where possible all contractors (freelancers) will be first aid trained in line with the service they have been appointed for (eg working with children).

Any first aid carried out will be undertaken by a trained first aider. Administered first aid will be recorded detailing patients name, date, location, nature of accident, injury sustained, treatment and name of first aider.

When working with children or vulnerable adults, the parents/carers/guardians will be informed of the accident, the injury sustained and the treatment as soon as possible.

All activities will be supplied with a first aid box and first aid reporting book/form. In the office, the first aid box is located in the kitchen and in the workshop space along with a reporting book.

The Operations Manager is first aid trained.

Emergency Procedures

All contractors (freelancers) will be made aware of the escape routes, evacuation plans, and assembly point for the office, and signs showing the emergency procedures will be shown on key exit points. Where an activity is outside of the office in, for example, a school, it is the responsibility of all contractors (freelancers) to make themselves aware of the escape routes and assembly point.

Fire extinguishers in the office will be maintained every year and any spent fire extinguishers reactivated asap. The fire alarm will be tested every week and a fire drill carried out once a year in line with the fire risk assessment. The fire alarm system will be maintained twice a year by Bguard, the alarm company.

Consultation with Employees

Consultation with contractors (freelancers) is carried out on a regular basis in weekly meetings, supervisions and event briefings and debriefs.

Information Supplied

The Health and Safety at Work poster will be displayed on the notice board in the kitchen, detailing the name and phone number of NORCA and Sistema in Norwich's Health and Safety Officer and the Fire Risk Assessor.

Training notes will be made available to all contractors (freelancers)

Risk assessments and policies will be made available to all contractors (freelancers) and will be signed by the individuals to declare that they have read and understood them.

INTERNET USE

Use of the internet by contractors (freelancers) of NORCA & Sistema in Norwich is permitted and encouraged where such use supports the goals and objectives of the business.

However, NORCA & Sistema in Norwich has a policy for the use of the internet. Contractors (freelancers) must ensure that they:

- comply with current legislation
- use the internet in an acceptable way
- do not create unnecessary business risk to the company by their misuse of the internet

Unacceptable behaviour

The following is deemed unacceptable use or behaviour by contractors (freelancers):

- visiting internet sites that contain obscene, hateful, pornographic or other illegal material
- using the computer to perpetrate any form of fraud, or software, film or music piracy
- using the internet to send offensive or harassing material to other users
- downloading commercial software or any copyrighted materials belonging to third parties, unless this download is covered or permitted under a commercial agreement or other such licence
- hacking into unauthorised areas
- creating or transmitting defamatory material
- introducing any form of computer virus into the Company's network
- using social networking sites for personal use
- publishing defamatory and/or knowingly false material about NORCA & Sistema in Norwich, your colleagues and/or our clients on social networking sites, 'blogs' (online journals), 'wikis' and any online publishing format
- revealing confidential information about NORCA & Sistema in Norwich in a personal online posting, upload or transmission - including financial information and information relating to our clients, business plans, policies, employees, freelancers or volunteers and/or internal discussions

Company-owned information held on third-party websites

If you produce, collect and/or process business-related information in the course of your service contract, the information remains the property of NORCA & Sistema in Norwich. This includes such information stored on third-party websites such as webmail service providers and social networking sites, such as Facebook and LinkedIn.

Monitoring

NORCA & Sistema in Norwich accept that the use of the internet is a valuable business tool. However, misuse of this facility can have a negative impact upon employee, contractor (freelancer), and volunteer productivity and the reputation of the business.

In addition, all of NORCA & Sistema in Norwich's internet-related resources are provided for business purposes. Therefore, the Company maintains the right to monitor the volume of internet and network traffic, together with the Internet sites visited. The specific content of any transactions will not be monitored unless there is a suspicion of improper use.

Sanctions

Failure to comply with these guidelines will be dealt with under the Disciplinary procedures.

JURY SERVICE

The Company recognises its obligations to comply with requests to attend Jury Service, however, contractors (freelancers) should not assume that this will be acceptable to the business.

In the event the request is deemed to cause severe disruption to the contractor's (freelancer's) ability to fulfill the service contract, the contractor (freelancer) must send written permission to the court asking to defer the Jury service to a later date.

Any contractors (freelancers) attending Jury service will be required to forward the appropriate forms to the Operations Manager for completion.

The contractor (freelancer) will not be paid by the Company for attendance at Jury Service.

KEY & SECURITY/ENTRY FOB HOLDERS INFORMATION

If you are issued with keys, security fob and access fob to the building, please ensure that they are NOT kept together on the same key ring.

In addition, the access fob and security fob should not be kept together.

The keys and fobs should not be kept on lanyards or key rings that indicate what and where they are for.

If a fob is lost or stolen, you MUST inform a member of NORCA & Sistema in Norwich management immediately. The fob will then be cancelled from the system. If more than one fob is lost or broken during your employment with the Company, you may be charged for a new fob and for the associated programming.

The keys and fobs should not be given/loaned to anyone else without prior authorisation from the Operations Manager.

Any keys borrowed from the key cabinet must be signed in and out.

LATENESS

Contractors (freelancers) should be at their place of service ready to commence at their normal start time. We accept that, from time to time, issues may arise which will prevent this; however, this should be the exception and not the norm.

Lateness is monitored and action will be taken against those that consistently fail to arrive on time. Failure to arrive on time on a regular basis, may result in termination of the contract for services.

See separate section regarding Severe Weather conditions.

MOBILE PHONES

Contractors (freelancers) are reminded that there will be visual monitoring in place, during Company hours, to ensure personal calls or use of mobiles are not causing a distraction. Prolonged use may result in the mobile being switched off during working hours or disciplinary action.

Use of mobile phones in schools/centres, and music sessions

Contractors (freelancers) must make themselves aware of the rules of each school they work in regard to the use of personal mobile phones whilst on the school premises and adhere to them.

When teaching, all mobile phones must be off or on silent.

Taking images of the children, parents, families we work with on personal mobile phones is prohibited, as is taking images of documents pertaining to the children we work with e.g. registers. Any contractor (freelancer) found doing this may be subject to disciplinary action.

Mobile Phones when Driving

Mobile phones should not be answered whilst driving unless the Company vehicle is equipped with a hands-free facility. Contractors (freelancers) are recommended to activate their voice messaging service.

In the event a call is received, drivers must pull over and switch off their engine prior to answering. It is illegal to answer a mobile phone whilst driving. If caught, the contractor (freelancer) will be liable for the fine – this will not be borne by NORCA & Sistema in Norwich.

PAY REVIEW

The Company expects all its contractors (freelancers) to keep the financial details of their contracts confidential.

The Company's reviews its contractual rates annually, in June, and any new rates will be recommended to the Trustees in July. If approved, new rates will take effect from 1st September. This may change subject to Government policy or corporate working climate changes.

The decision to change contractual rates is dependent upon the Company's financial results, budgets available from commissioners, etc.

PAYMENT FOR SERVICES

Payment of services is on receipt of an invoice from the contractor (freelancer). NORCA and Sistema in Norwich's payment terms are 30 days from receipt of invoice.

There are two standard payment points during the month – mid month and 28th of the month.

Payment is by BACS unless you have specified cheque payment

Invoices must detail: -

- NORCA and Sistema in Norwich's full name
- Your name and address
- Date of invoice
- Number of invoice
- Date and times of sessions/project/event (e.g. 12th June 2020 2pm - 4pm)
- How much per session
- Total of invoice
- Who to make cheque payable to (if applicable).
- Bank details (account number, sort code, name of bank, name the account is in) – if being paid by BACS

Invoices must be emailed to the Operations Manager.

All contractors (freelancers) are responsible for paying their own NI and tax contributions. The Company will ask all contractors (freelancers) for a copy of their UTR (Unique Tax Reference) paperwork as proof of their freelance/self employed status.

Cancellation of sessions/events

Unless otherwise agreed, where a session or event has been cancelled through no fault of the Company, e.g. a school cancels a music session, between 13 days and a days' notice, the contractor (freelancer) will get paid for that session as long as they were available. If a session or event is cancelled with two weeks or more notice the contractor (freelancer) will not get paid, regardless whether they were available to work or not.

PENSION SCHEME

As a contractor (freelancer) you are not entitled to access the Company's workplace pension scheme and should make your own arrangements.

PERIOD OF NOTICE OF TERMINATION OF SERVICE CONTRACT

Provisional Contracts

NORCA and Sistema in Norwich reserves the right to instigate a provisional contract of service with a contractor (freelancer) where we want to establish or review the quality of service (e.g. relating to a contractor's level of experience, etc.). In such cases, the length of the provisional contract of service will be agreed with the contractor (freelancer) when the contract of service is first initiated.

Within the provisional contract of service period, both NORCA and Sistema in Norwich and the contractor (freelancer) can give 2 weeks notice if they wish to terminate the service contract before the service agreement period finishes unless instant termination is needed due to disciplinary action.

Notice must be submitted in writing to the Operations Manager.

Once any provisional contract of service period has finished, the contract of service will be confirmed with the contractor (freelancer).

Full Contracts

The notice period for contracts of service will vary depending on the service being contracted and will be confirmed individually in any contract of service. Typically, for Freelance music tutors working on Sistema in Norwich delivery, NORCA and Sistema in Norwich and the contractor (freelancer) must give 6 weeks' notice (i.e. half a term) if they wish to terminate the service contract before the service agreement period finishes, unless instant termination is needed due to disciplinary action.

For Freelance music tutors, a school holiday period cannot form part of any notice period, therefore, if notice is given immediately before a school holiday period, the length of that holiday period **MUST** be added to the notice period. For example, anyone terminating their service agreement on the Thursday before Good Friday, would be required to give 8 weeks' notice, i.e. 6 weeks service agreement notice plus the 2 week Easter leave period.

PHOTOGRAPHIC EQUIPMENT

Contractors (freelancers) are not allowed to bring photographic equipment onto Company premises without first obtaining permission from the Executive Director.

Please note, the photographing of children, parents, school/customer property and/or projects is strictly forbidden unless consent and/or prior permission has been granted by the relevant person and/or Executive Director or the activity is necessary in order to carry out a job on behalf of the customer.

Please refer to Social Media Policy for further guidance.

REFERENCES

Due to detailed legislation regarding the supply and issue of a reference, any reference request will usually be completed by the Management.

Contractors (freelancers) are **not** permitted to give a reference on behalf of NORCA & Sistema in Norwich.

The Company cannot stop an individual providing a character reference for another employee/colleague, however, such requests must: -

- a) NOT make reference to NORCA & Sistema in Norwich.
- b) Be sent to the individual's home address for completion and return, not via the Company mail.

It is Company policy **not** to provide TO WHOM IT MAY CONCERN references.

The Company recognises the importance of providing a prompt response to a reference request and will aim to respond within 24 hours of receipt of the request.

SAFEGUARDING AND CHILD PROTECTION

The purpose of NORCA & Sistema in Norwich's Safeguarding and Child Protection policy is to ensure every child at our organisation is safe and protected from harm.

This means we will always work to:

- Protect our children and young people from maltreatment
- Prevent impairment of our children's and young people's health or development
- Ensure that our children and young people grow up in circumstances consistent with the provision of safe and effective care
- Undertake that role so as to enable our children/young people to have optimum life chances and enter adulthood successfully.

See the full Safeguarding and Child Protection policy, which accompanies this Contractors (Freelancers) handbook.

SELF HARM

This policy is designed to provide all contractors (freelancers) with greater knowledge regarding self-injury and what to look for.

Self-injury is a sensitive issue and it can be upsetting to think about. Suicide and self-harm are not in themselves mental illness but are usually a result of mental illness.

DEFINITIONS

Self-Injury – an expression of acute psychological distress. It is an act done to oneself, by oneself, with the intention of helping oneself rather than killing oneself. Damage is done to the body in an attempt to preserve the integrity of the mind.

Self-harm – is a continuum, ranging from behaviour which has strong suicidal intent (e.g. overdose) to a behaviour which is intended to help the person stay alive, e.g. cutting

EXAMPLES OF DELIBERATE SELF HARM

- Cutting
- Skin Picking (Dermatillomania)
- Hair Pulling (Trichotillomania)
- Burning
- Stabbing
- Poisoning
- Self-embedding objects
- Eating Disorders (Anorexia/Bulimia)
- Ligatures

CAUSES OF SELF HARM

Social Factors: difficulties within relationships, difficulties at school or work, being bullied, financial worries, alcohol or drug use, sexuality issues, cultural issues etc.

Trauma: sexual abuse, physical abuse, rape, bereavement, miscarriage, witness to atrocities, torture etc.

Emotional Distress: low self-esteem, low self-worth, self-hatred, guilt, anger, anxiety, loneliness, numbness, emptiness etc.

Psychological: auditory hallucinations, ruminating/intrusive thoughts, disassociation, symptom of borderline personality disorder etc.

CATEGORIES OF SELF INJURY

- **Major Self-Mutilation** – damage to body for example eye removal, castration or amputation.
- **Stereotypic Self-Mutilation** – repetitive self-injury and behaviours, head banging, biting often linked to autism.
- **Superficial or Moderate Self-Mutilation**

SELF HARM (CONT.)

MOTIVATORS & REINFORCERS

There are a number of motivators and reinforcers which cause individuals to self-harm.

- Expression of emotional pain
- To feel physical pain rather than emotional pain
- Regulate overwhelming emotions (such as anxiety)
- To feel numb or nothing
- Self-loathing & a need for punishment
- To gain self-control & prevent outward aggression to others
- Peer group/media/culture
- To be seen/heard
- Isolated/no one available or approachable
- To prevent suicide
- Habitual or routine – addictive, compulsive behaviours
- Secret self / social self

POINTS TO REMEMBER

1. Recognise your role may be to calm the situation.
2. Building an honest relationship with the individual will help both parties.
3. Time and consideration are important in this process as is giving control back to the individual.
4. If you suspect an individual could be self-harming, please proceed with caution as each episode needs to be treated in its own right.
5. Staff should have a non-judgmental approach but try to understand people who self-harm.
6. Staff should listen to the individual, trust their views and avoid making assumptions.
7. Staff should demonstrate positive regard by active listening, showing warmth, genuineness, congruence.
8. Be aware that an individual's reasons for self-harming may be different on each occasion and therefore, each episode needs to be treated in its own right.
9. Individuals should be involved in discussions about their care and should not be talked over.
10. When assessing the individual staff should not rely solely on risk assessment tools, it is important to ask the individual and to let them explain in their own words.
11. Staff should be prepared to acknowledge and handle any distress from the individual and manage their own personal feelings about the situation without compromising their professional role and responsibilities.
12. It is important to remember that the degree of injury is not an indicator of the level of distress the individual may be feeling.
13. Staff should not 'write off' people who self-harm if they have not been able to meet their needs. It is important to understand that stopping self-harm behaviour is not a 'cure', exploring and coming to terms with the behaviour may be much more helpful to the individual.
14. It is important to remember a person will change when they are ready, not when you are.

MANAGEMENT AND TREATMENT

There are a number of different treatments available to manage the illness:-

- Full Mental Health assessment
- Dialectical Behaviour Therapy
- Cognitive Behavioural Therapy
- Other 'talking' therapies – psychotherapy etc.
- Drug therapies if underlying illness present and diagnosed.

SELF HARM (CONT.)

NATIONAL SUPPORT

There are a number of external support company's available for those that need help:-

- Beat - <https://www.beateatingdisorders.org.uk/>
- Childline - <https://www.childline.org.uk/>
- Self Injury Support - <https://www.selfinjurysupport.org.uk/>
- Young Minds – <https://youngminds.org.uk/>
- Samaritans - <https://www.samaritans.org/how-we-can-help/contact-samaritan/>
- Changing Faces - <https://www.changingfaces.org.uk/>
- Red Cross - <https://www.redcross.org.uk/>
- Local Support (Norwich) – Sue Lambert Trust - <https://www.suelamberttrust.org/>
- M Power – www.male-rape.org.uk
- Leeway – 24 Hour Helpline – 0300 561 0077
- The Harbor Centre – contact@theharbourcentre.co.uk
- The Matthew Project (Drugs & Alcohol)
- Adult Helpline – 0300 790 0227
- Young Person Helpline – 0800 970 4866
- MAP Supporting Young People – 01603 766994
- Norfolk & Norwich District Mind – 01603 432457
- Victim Support – 01603 756354

Further information/research can be found at:-

Cello 'Talking Taboos' –

http://www.cellogroup.com/pdfs/talking_self_harm.pdf

NICE Guidelines -

<http://www.nice.org.uk/guidance/CG133>

Royal College of Psychiatry Working Group Report –

<http://www.rcpsych.ac.uk/files/pdfversion/cr58.pdf>

Mental Health Foundation -

http://www.mentalhealth.org.uk/content/assets/PDF/publications/truth_hurts.pdf

See the Safeguarding and Child Protection policy, which accompanies this Contractors (Freelancers) handbook for more information.

SERVICE REVIEW

All contractors (freelancers) are subject to an initial provisional period during which time, performance will be monitored.

Following successful completion of your provisional period, you will receive a Service Review (minimum annually).

This will be conducted by a member of the Management. The review will consider the following: -

- Performance in the 12 months up to the review which will include a review of general conduct, quality of work, absence/timekeeping etc.
- Any Training Needs

Any information discussed during the Service Review must be treated as confidential.

SEVERE WEATHER

In the event of severe weather (i.e. snow), the Company recognises that contractors (freelancers) may face difficulties getting to and from work, therefore, the following policy will apply: -

1. All contractors (freelancers) will reasonably be expected to do their best to get into work and should allow extra time to do so.
2. Any lateness will be deducted from pay
3. Those contractors (freelancers) that are genuinely unable to get in, will be required to telephone the Operations Manager to discuss making the time up if possible
(Note: Texting or leaving a message on an answerphone is not acceptable in this instance.)
4. Common sense must prevail. The Company does not expect contractors (freelancers) to take unnecessary risks to get to work however, equally we do not expect contractors (freelancers) to treat any severe weather as automatic permission to take an unannounced holiday.
5. On days where conditions worsen during the course of the day, the Company will announce whether contractors (freelancers) can finish early to avoid contractors (freelancers) getting stranded unnecessarily on their way home. In this instance the contractors (freelancers) will still get paid for the session as long as the contractor (freelancer) was present and ready to carry out the service contract.

SISTEMA IN NORWICH TUTORS - HOURS AND PAYMENT

HMRC has strict rules about who can be counted as self-employed i.e. contractors (freelancers). The work offered through Sistema in Norwich conforms to the majority of these and therefore the Company accept contractor/freelance tutors as self-employed, particularly where the number of sessions worked per week is low (so contractor/freelance tutors are working for a number of other companies and most of their work is with other companies). However the Company also move contractor/freelancer tutors onto PAYE (salaried) contracts where the work is no longer deemed to come under self-employment, particularly where the number of sessions increases (and the relationship to the contractor/freelancer tutor is deemed to have changed because of that)

Your service agreement will specify how much an hour you will be paid.

The rate paid does not relate to the literal hours worked. Contact time and an allowance for setting up/packing away is the way NORCA and Sistema in Norwich set the contractual value of a session, but under HMRC rules, it is the contracted amount for the successful delivery of the work, regardless of the time taken to actually do that work, with the contractor/freelancer responsible for the quality and efficacy of delivery (including all planning and preparation). This, therefore, has a bearing on the actual time a contractor/freelancer arrives for a session and an element of the interaction with the other tutors and programme staff.

Planning

During the normal planning cycle, it may be necessary for contractor (freelancer) tutors to arrange to meet with other tutors at the NORCA and Sistema in Norwich office (or at school), as part of ensuring the quality of their delivery and to keep the contractor (freelancer) tutors involved with the decision making and to keep informed. The Company would expect this to fall within the sessional fees paid. The Company will, however, pay separately for contracted planning sessions, where the contractor (freelancer) tutors have specifically been asked to attend by Management.

Non contracted sessions

The Company will pay contractor (freelancer) tutors for attendance at team days etc, as those are separately contracted sessions. These are paid at a different rate to the sessions and are detailed in your service agreement.

Contractor (freelancer) tutors can discuss additional charges where they feel that a service is needed outside of the normal delivery of their sessions, e.g. preparing instruments. This should always be discussed and agreed by a member of the Management before it is carried out.

The Company can have different rates for services, as it may depend on the regularity of sessions and the charging agreement with clients. Where the number of block hours gets high, e.g. 6hrs plus, NORCA and Sistema in Norwich offer a day rate or a half day rate for block bookings of half days (up to 4hrs) – the rate of pay for block hours is detailed in your service agreement.

The Company may also offer a block rate for involvement in the delivery of a particular element or strand of the programme, where there are significant hours associated with its delivery, e.g. work towards a concert.

SMOKING/VAPING POLICY

In line with UK Legislation, smoking is only permitted within a designated area.

The Company's designated smoking area for Martineau Memorial Hall, is outside at the rear of the building.

Smoking, including the use of e-cigarettes (vaping), is only permitted in the designated area.

Any contractors (freelancers) found smoking in a non-designated area will be subject to disciplinary action, which may lead to dismissal.

In the interests of efficiency, smoke breaks should be combined with coffee breaks and must NOT be taken separately.

Contractors (freelancers) working in schools must adhere to the schools on site policy for smoking/vaping

SOCIAL MEDIA

We recognise that with the ever-changing world of social media, contractors (freelancers) may be tempted to share details of the Company with external parties albeit via information sharing or photographs.

The purpose of this policy is to outline what contractors (freelancers) can and cannot do. Contractors (freelancers) should be aware that the examples stated in this policy are not exhaustive as social media is a constantly changing area. Contractors (freelancers) should follow these guidelines in relation to any social media they use.

Social Media – a type of interactive online media that allows parties to interact with each other or to share data in a public forum. This includes online social forums such as WhatsApp, Twitter, Facebook and LinkedIn. Social media also covers blogs, video and image sharing websites such as YouTube, Instagram and Snapchat.

USE OF SOCIAL MEDIA AT WORK

1. Contractors (freelancers) are **not** permitted to access Internet sites for reasons unrelated to the Company's business or their job responsibilities from work devices.
2. The Company recognises that contractors (freelancers) may wish to access social media websites from their own personal devices, however this should only be done within official rest breaks.
3. Use of social media (i.e. LinkedIn) for work purposes will be permitted in line with a contractor (freelancer)'s duties and professional function.

MONITORING USE OF SOCIAL MEDIA DURING WORK TIME

The Company reserves the right to monitor contractors (freelancers)'s internet usage whilst carrying out the service contract. The Company considers that valid reasons for checking an contractors (freelancers)'s internet usage include suspicions that the contractors (freelancers) has:

- Been using social media websites when he/she should be carrying out their service contract; or
- Acted in a way that is in breach of the rules set out in this policy

USE OF SOCIAL MEDIA

Regardless of whether you are using social media in a personal capacity or on behalf of the Company, i.e. in or outside of work/service environment, contractors (freelancers) should use the same safeguard as they would with any other form of communication about the Company in the public domain. These safeguards include, but are not limited to:

- Obtaining permission from a Manager/School/Parent/Guardian before embarking on a public campaign using social media.
- Getting a colleague to check content before it is published. Often what one person believes to be appropriate, another will not, therefore, it is always wise to get a colleague to check the content. Please note, whilst the taking of some photographs may appear harmless, when in the public domain could be seen differently, therefore, contractors (freelancers) should avoid taking photographs of areas of the business or of each other whilst at work, and respect others wishes if they do not want their photographs put on social media.

SOCIAL MEDIA (CONT.)

- Not bringing the Company into disrepute, for example by: -
 - a) Criticising or arguing with customers, colleagues, schools, parents or competitors
 - b) Making defamatory comments about individuals, children, the Company, other Company's, or groups
 - c) Posting images that are deemed inappropriate to the Company, our industry and regulations or links to inappropriate images
- Not breaching confidentiality, for example by: -
 - a) Revealing trade secrets or information owned by the Company
 - b) Giving away confidential information about an individual, school, parent, customer or other group
 - c) Discussing the Company's internal workings or its future business plans that have not been communicated to the public
- Not breaching copyright, for example by: -
 - a) Using someone else's images or written content without permission
 - b) Failing to give acknowledgement where permission has been given to reproduce something
 - c) Anything that could be considered discriminatory, derogatory, defamatory or offensive in any way. This includes online bullying and harassment.
- The taking of photographs of children and business photographs without consent is strictly forbidden. In addition, the taking of unrelated business photographs is also strictly prohibited.

Contractors (freelancers) should be aware of their own personal digital footprint. Children, young people and families may look up the personal social media accounts of people who are working with them, so these should be free of inappropriate and harmful content and not provide any personal information such as personal email addresses or phone numbers.

It is advisable that contractors (freelancers) do NOT to accept friend requests on social media from children, young people, and families they work with.

All contractors (freelancers) are required to adhere to this policy. Contractors (freelancers) should note that any breaches of this policy may lead to termination of the service contract.

TERMINATION OF SERVICE

Upon receipt of a written service termination notice to the Operations Manager (see Period of Notice of Termination of Service Contract on page 56), the Company will write to the contractor (freelancer) regarding the following: -

- Last day of contract
- Exit interview (so that we can learn from your experience of working with us. Interviews will be conducted by either the Operations Manager or Executive Director, and a Trustee).
- Clearance Procedure

On the last day of service provision, contractors (freelancers) are required to complete the Company's clearance procedure which will include the return of any Company property. Only once the clearance process has been satisfactorily completed, will the Company process all final monies.

The Company reserves the right to withhold/deduct from a contractors (freelancers) final payment, any monies which the Company sees adequate to cover costs for any Company owned items not returned.

TRAINING

There is no formal training or development package with your Contract of Service. However the opportunity to take part in relevant training may be offered where it is important for your work and where you do not have the qualification/training e.g. Child Protection, First Aid, at no cost to the contractor (freelancer). You will be expected to do the training in your own time. Some training may be offered on the basis of contractors (freelancers) paying a fee towards the cost of the training.

TRUSTEES

The charity's Trustees are legally responsible for NORCA & Sistema in Norwich. The Trustee Board meets four times a year and oversees all aspects of the organisation, from setting annual budgets and organisational policies, to the strategic direction of the NORCA & Sistema in Norwich's work.

As well as being responsible for the governance of the charity, Trustees bring a range of skills and experience to support and inform day-to-day running and longer-term development. The Executive Director reports to the Trustees.

The Trustees of NORCA & Sistema in Norwich are listed below, with contact details for any member of staff who wants to discuss any issues or request a meeting.

NORCA & Sistema in Norwich's Trustees

- Abby Dalglish, kathmandu22@yahoo.com
- Dawn Rees, dawn@thereesconsultancy.co.uk
- Jacqui MacKay, jacquimackay@gmail.com
- Karl Jermy, karl@neontribe.co.uk
- Beryl Blower, beryl.blower@gmail.com