

TABLE OF CONTENT

Healthy Brand	2
Hiring Practices	2
Healthy Community	7
Representing Vivobarefoot	7
Working Hours	9
Absence	11
Holidays	18
Company Property	20
Alcohol and Drugs	24
Benefits	27
Equality and Diversity	36
Dignity at Work	44
Whistleblowing	52
Parental Leave and Pay	55
Adoption and Surrogate Leave and Pay	71
Shared Parental Leave and Pay	76
Redundancy	87
Grievance	91
Disciplinary	96
Data protection	105
Healthy Planet	43
Modern Slavery and Human trafficking (TBC)	



HEALTHY BRAND

Hiring Practices

Recruitment process

Vivobarefoot is an equal opportunities employer and positively encourages applications from suitably qualified and eligible candidates regardless of sex, race, disability, age, sexual orientation, transgender status, religion or belief, marital status, or pregnancy and maternity.

All new roles are advertised through our HR software PeopleHR. The person recruiting needs to finalise the job description and role and upload it onto the software that will automatically share it onto Vivobarefoot website. The roles should be advertised through this option for around 2 weeks before contacting any recruiting agency.

Once any new role is live on PeopleHR and on Vivobarefoot website, the person recruiting should send an email internally to everyone in the office, letting people know what role we are recruiting for, allowing them or anyone they know to apply. We have a generous recruiting bonus of £1,000 for referring a friend to an open role.

On-boarding process

When you are offered a job at Vivo, before you start you will be receiving the following documents from the People Compliance Manager:

- Offer letter
- Contract of Employment
- New Starter form
- Hmrc checklist



VIVOBAREFOOT Ltd
28 Britton Street
London
EC1M 5UE
United Kingdom

Once these documents are signed and returned to the People Manager, you will be sent your first 3 pairs of your choice of Vivo shoes directly to your home; this will allow you to wear your favourite pair on your first day at the new job.

We are very excited to have you on board. To show you that we have prepared a little gift package for you which will include

- A reusable water bottle or
- A reusable coffee thermos
- A vivo tee
- Your laptop of choice
- A notebook and pen made with sustainable materials
- A “Be more pirate” book

The People Compliance Manager will also be sending you a Vitality form, to participate in our private medical insurance, and an Expression of Wish form, to complete for our Life Insurance.

Your Line Manager will be sending you a schedule of what your first couple of weeks will look like. This will certainly include:

- A session at the store with Ben, our Barefoot science lead, for a movement coaching session
- A session with Val, our People Compliance Manager to go through people related stuff and benefits.
- A welcome lunch with your team
- Logins to all the work-related drives (email, datto, peoplehr, openblend)



VIVOBAREFOOT

- A first session with your Line Manager on Open Blend for a first one to one

Internships

Vivo might from time to time employ workers under internships. Details of the internship contract will be planned and decided on a case to case bases but Vivo will make sure that interns will:

- Get paid the national minimum wage
- Have the same right to annual leave entitlement complying with the Working Time Regulations 1998 (pro-rated to the internship duration)
- Be protected from discrimination under the Equality Act 2010
- Be paid SSP if meeting the definition of employee
- Be provided with on-boarding and induction
- Be monitored and guided during the placement

Training process

Vivobarefoot wants you to thrive within your working environment, and this is why we want to offer suitable training to improve your career and working skills, previous approval of Line Manager and Director.

Training is required to be connected to your job and will be approved only if relevant to your role, whether it is to improve, learn or add something to it. The budget will be held by your department Director who will also be the ultimate approver.

If you want to request Work training, please speak to your Line Manager about it.



VIVOBAREFOOT

Study support policy

Vivobarefoot is committed to ensuring that employees are equipped with the knowledge and skills to enable them to work effectively. The Company aims to support and assist members of staff undertaking professional qualifications which are directly related to their work within the Company.

Professional qualification will be identified during the one to ones and as part of performance review process as a means to achieve the company overall goals and the further the individual and departmental teams' development.

All employees at Vivobarefoot who have passed their probation and have identified the need to train for professional qualifications within their annual performance and development review are covered by this policy.

Financial support will be provided to individuals studying a professional qualification as outlined below:

- Subscription/membership fees to the examining body will be paid for on a discretionary basis by Vivo.
- The percentage of course fees paid by Vivo will be on a discretionary basis and will be paid during the first attempt at the course only.
- Examination fees will be paid for in full by Vivo for the first attempt at each exam. Any retakes will be at the employees' expense.

If you leave Vivobarefoot whilst still studying for a professional qualification, or you do not complete the qualification, then 100% of the fee will be repayable. If you leave following the completion of a professional qualification you will be required to reimburse the Company an agreed percentage of the financial support received as outlined below;

Within 12 months of completing study 100%

Within 13 - 24 months of completing study 50%

Following 25 months of completing study repayment will be nil.



VIVOBAREFOOT

VIVOBAREFOOT Ltd
28 Britton Street
London
EC1M 5UE
United Kingdom

Financial assistance towards the cost of study material may be awarded at the discretion of your Head of Department, up to and including a maximum of £60 per annum.

Vivobarefoot will grant paid study leave as documented below:

- 1 day leave for each exam

Paid leave will only be granted for the first attempt at each exam, unpaid leave will be granted at discretion of your Line Manager or Head of Department.

All employees on a supported study programme must have a signed supported study agreement.



VIVOBAREFOOT

Company Number: 3474829 • VAT Number: GB 704 7036 58

HEALTHY COMMUNITY

Representing Vivobarefoot

Dress code

Vivobarefoot does not require you to have a particular dress code.

Vivobarefoot wants you to enjoy and promote its product as much as you can and disapproves of its employees attending events, selling and working while wearing competitor footwear; Therefore, we encourage you to wear a pair of Vivobarefoot during your working hours and as much as you can outside working hours.

In regard to your visible role at Vivobarefoot, you will receive every season a sufficient set of free representative products selected by yourself. These products are meant to be used within your working time and remain under Vivo's property until the end of the season. If you were to leave before the end of the season, whether you return these products or not would remain at your Line Manager's discretion.

Shoes

You will receive 2 staff pair of shoes which are free of charge for each 4 seasons for a total of 8 pairs each year. The shoe allocation is for you to use as you see fit; you can order all the shoes for yourself or you can gift any of these pairs to family and friends.

The free shoes are deemed a taxable benefit but Vivobarefoot will settle any applicable tax charged on your behalf.

Sample shoes

Vivobarefoot also occasionally will offer you additional free shoes samples, if they are not needed by the organization for business purposes, or free



VIVOBAREFOOT Ltd
28 Britton Street
London
EC1M 5UE
United Kingdom

ecommerce returns that are wearable but not in the best condition for resale. We require a minimum donation of £1 per pair of shoes if you want to take any. All the proceeds will be given to charity. To have more information please ask your Line Manager.

Additional shoes

If you would like to acquire any additional product on top of your staff pair allocation already given to you, you can do at the regular Vivobarefoot staff discount rate, which at the moment is 50% for employees and 30% for friends and family up to a total purchase of £3,000 a year.

Occasionally we might give away at random times few wear test pairs, for people to try and give feedback on. These pairs belong to Vivobarefoot and they are only given to you to undergo the testing. Vivobarefoot reserves the right to take the footwear back at any point during or after the testing.



Working Hours

This policy sets out Vivobarefoot's position regarding working hours. The policy applies to workers only and does not apply to contractors, consultants or any self-employed individuals working for Vivo.

Vivobarefoot strives to provide a safe working environment and ensure the safety and wellbeing of all its workers. Vivobarefoot seeks to ensure that workers do not exceed reasonable working hours to provide for a satisfactory balance between work and personal life. Vivobarefoot is also committed to ensuring that workers' health is not compromised by the workplace.

This policy is issued by way of guidance on the Vivobarefoot's policy and practice. It does not form part of an employee's contract of employment or otherwise have any contractual effect. This policy may be varied, withdrawn or replaced at any time by the organisation at its absolute discretion.

Head office

Vivobarefoot core working hours in the Head Office (28 Britton Street) are 9.00am till 5.30pm but as we recognise that work rarely fits into a neat 9 to 5.30 frame we offer you the flexibility to start from 8 am and finish up to 6.30 pm. You are also allowed to work remotely on a Friday if you wish to. Please talk to your Line Manager to make the necessary arrangements and to ensure your schedule fits neatly with your day to day responsibilities and interactions with your team.

Store

Vivobarefoot working hours in the store (64 Neal Street) are the following:

- Monday- Friday: 10.00am to 6.30pm
- Saturday: 10.30am to 6.30pm (open for customers till 6.30pm but workers are required to stay until the weekly stock take finishes, usually around 7.30, 8.00pm)
- Sunday: 12.00am to 5.30pm



VIVOBAREFOOT

VIVOBAREFOOT Ltd
28 Britton Street
London
EC1M 5UE
United Kingdom

The store operates on two shifts per day;

First shift: 10.00am to 6.30pm

Second shift: 10.30am to 7.00pm

You are required to be in at least 10 minutes before your shift, and if you are a leader/manager at least 15 minutes before your shift.

The shifts include breaks that can be taken either as a one full break of one hour or two separate breaks of 30 minutes.

Fair Wages - Living wage

In April 2016 the government introduced a higher minimum wage rate for all staff over 25 years of age inspired by the Living Wage campaign - even calling it the 'national living wage'. The real Living Wage rates are higher because they are independently calculated based on what people really need to get by. The Living Wage Foundation encourages all employers that can afford it, to pay their employees the wages that meet the cost of living, not just the government minimum.

Vivobarefoot is committed to pay all of you the London Living Wage minimum rate, which is currently set at £10.75 per hour. This covers all boroughs in Greater London.

We believe paying a higher minimum wage will help us improve relationships and make sure that you have enough to make you live in a city such as London.

This is a long-term investment on our employees based on our values and belief that a team with good compensation and working condition is in a position to provide a better work performance.

Absence



VIVOBAREFOOT

Short-term sickness

Vivobarefoot aims to encourage all its employees to maximise their attendance at work while recognising that employees will, from time to time, be unable to come to work because of ill health.

While we understand that there will inevitably be some sickness absence among employees, we also need to pay attention to our needs as a business. If you are persistently absent from work, this can damage efficiency and productivity, and place an additional burden on your colleagues.

By implementing this policy, Vivobarefoot aims to strike a reasonable balance between the pursuit of its operational needs and the genuine need of employees to take time off work because of ill health.

This policy does not form part of employees' terms and conditions of employment and may be subject to change at the discretion of the management.

This policy is formulated on the assumption that, if Vivobarefoot suspects there to be misconduct, its separate disciplinary procedure will apply. For example, the organisation may take disciplinary action if there is evidence that:

- absence is not genuine or not for the reason provided;
- you are undertaking inappropriate activities while off sick, such as carrying out work for another organisation; or
- the correct sickness absence notification and evidence procedure has not been followed.

This policy applies to employees only and does not apply to contractors, consultants, agency workers or any self-employed individuals working for Vivobarefoot.

What to do when you are sick



If you are unable to attend work, please make sure you follow the steps below and notify Vivobarefoot of your absence by 9.30am on the first morning of absence:

- Email your Line Manager by 9.30 and state the reason for your absence. If your line manager is not available, please email your Head of Department or Department Director.
- Do the above for every day of your absence until you are back at work, unless you have been given a fixed term by your doctor, then update your manager at the end of the fixed term.
- If you become unwell during the course of the working day, you must ensure that you notify your Line Manager or Head of Department or Department Director before leaving work.

Sickness absence that begins part way through the day will count as one full day's sickness absence if you leave before completing 50% of your working day. Where sickness absence begins after you have completed 50% of your working day, this should be recorded as half a day's absence.

If you are absent for more than seven days in a row (including non-working days), you will need to provide your Line Manager with a doctor's note.

It is your responsibility to notify and report all absences promptly and correctly, any absence not properly reported will be seen as unauthorized. This may result in the absence being unpaid and/or disciplinary procedure being invoked, subject to the circumstances.

Your absences will be recorded on People by your Line Manager and you will be able to check and access your absence record at any time with your login details.

Sick pay

There is no entitlement to sick pay from Vivobarefoot although at the discretion of your Line Manager we could continue to pay you at your normal rate of pay or at a reduced rate for such period or periods as your Manager thinks fit.

Eligible employees are entitled to statutory sick pay (SSP), provided that they follow Vivobarefoot's usual notification and evidence requirements.



The employee is entitled to SSP where they have a period of sickness absence from work of at least four calendar days in a row and three "waiting days" (days on which the employee would usually be required to work) have passed. Statutory sick pay is payable for up to 28 weeks in any one period of sickness absence, at a weekly rate set by the Government for the relevant tax year, at the moment it's a maximum of £94.25 a week. Statutory sick pay is considered earning and therefore subject to deductions for PAYE, national insurance, pension contributions etc.

Medical appointments

The organization recognizes that employees will, from time to time, need to attend medical appointments.

You should try and arrange medical appointments in your own time or, if this is not possible, at times that will cause the minimum amount of absence from work or inconvenience to Vivobarefoot.

However, because Vivobarefoot accepts that it is not always possible to arrange medical appointments outside working hours, it is policy to permit reasonable time off work for such appointments.

Provided that you give your line manager reasonable notice of the date and time of an appointment, time off with pay will normally be granted, although this is subject to the discretion of your Line Manager.

Where time off for medical appointments becomes frequent or regular, or starts to cause difficulties within your department, the Line Manager has the discretion either to require you to make up for the time off by working extra time on another occasion, or to ask you to use your holiday allowance towards the absence.

You must obtain approval from your Line Manager in advance of any appointment. The Line Manager reserves the right to ask you to reschedule an appointment if its timing would cause disruption to Vivobarefoot's business. The Line Manager may also, at their discretion, ask the employee to produce confirmation of the appointment.



If you are pregnant, you have the statutory right not to be unreasonably refused paid time off work for antenatal appointments where the attendance has been recommended by a registered medical practitioner, midwife or nurse. Paid time off in such circumstances will automatically be granted, although you should endeavor to arrange appointments outside working hours. Nevertheless, you should give reasonable notice of the date and time of the appointment to your Line Manager where possible and the Line Manager will still have the right to request to see the confirmation of your second appointment and any subsequent appointments. If you are a prospective father, or partner of a pregnant woman, you have the statutory right to take paid time off to attend up to two antenatal appointments. For more information please check our Parental Leave policy.

Compassionate leave

In some circumstances, paid compassionate leave may be granted to employees in addition to their other contractual entitlements.

Each case is different, and we will review this on a case-by-case basis. You should speak to your Line Manager to request any compassionate leave.

Unpaid leave

If you wish to take unpaid leave for any reason, you should speak to your Line Manager.

Vivobarefoot offers you the option to buy an extra 5 days holidays per calendar year. If you want to buy some extra day holidays you should do so by sending your request to the People Compliance Manager (people@vivobarefoot.com) within the following periods:

- First two weeks of January
- First two weeks of July

The additional holidays you purchase will be deducted via payroll. If you purchase your holidays in January, the deduction will be made over the next 12 months and



if you purchase your holidays in July the deduction will be made over the next 7 months.

Over and above the 5 days you may request extra unpaid leave and the approval will be at your Line Manager's discretion.

Jury Service

In the event you are called up for jury service, you should contact your Line Manager at the earliest opportunity to discuss the matter, and you should provide them with the relevant documentation.

You will be given time off work to attend jury service.

You should claim your expenses through the Court, including the loss of earnings. You will have more information on how to do this when you get summoned by the Court in the letter you receive. You should give the Loss of Earnings document to your Line Manager as soon as possible.

For the first 3 months of your Jury service we will reduce your net pay by the amount claimed for loss of earnings, therefore paying you your usual full salary

Absence due to unforeseen circumstances

In the event of public transport services being disrupted for whatever reason, or any other unforeseen circumstances (e.g. inclement weather) you should notify your Line Manager as soon as reasonably practical and make alternative arrangements such as working from home.

Time off for dependants

A dependant is:

- a spouse;
- a civil partner;
- a child;



VIVOBAREFOOT

- a parent;
- a person who lives with you other than as your employee, tenant, lodger or boarder;
- any other person who would reasonably rely on you for assistance if they fell ill or were injured or assaulted, or who would rely on you to decide for the provision of care in the event of illness or injury; or
- in relation to the disruption or termination of care for a dependant, any other person who reasonably relies on you to decide for the provision of care.

All employees (irrespective of length of service, and whether they are part time or full time) are entitled to take a reasonable amount of time off during working hours to take necessary action:

- to provide aid when a dependant falls ill, gives birth or is injured or assaulted;
- to arrange for the provision of care for an ill or injured dependant;
- in consequence of the death of a dependant;
- because of the unexpected disruption or termination of arrangements for the care of a dependant;
- to deal with an incident that involves their child and occurs unexpectedly while the child is at school/another educational establishment.

If you need to take time off for dependants, you should contact your Line Manager at the earliest opportunity. If you become aware of an emergency situation while at work, you should immediately speak to your line manager about leaving work early. You should explain:

- the reason for the absence; and
- how long you expect to be absent from work

If your Line Manager is unavailable, you must speak to your Head of Department or your Department Director.

If you are unable to contact your Line Manager before taking time off for dependants, you should contact the Line Manager as soon as possible.

Pay during time off for dependants will be at the discretion of your Line Manager.



VIVOBAREFOOT Ltd
28 Britton Street
London
EC1M 5UE
United Kingdom

Holidays

The holiday year runs from 1st January to 31st December. If you work full time you are entitled to 25 days paid holiday per annum plus bank holidays. If you work



VIVOBAREFOOT

Company Number: 3474829 • VAT Number: GB 704 7036 58

part time your holiday entitlement will be pro rata according to your working hours.

If you join Vivo part way through a holiday year, you will be entitled to a proportion of your holiday entitlement based on the period of their employment in that holiday year.

We encourage you to take all holidays during the holiday year in which they are accrued. A maximum of 3 days may be carried over from one holiday year to the next, this will automatically be done by PeopleHR software each year if you have holidays leftover. If you have more than 3 days of holidays unused from the previous year, only 3 will be carried over, and the other ones will be lost.

All holiday dates must be approved in advance by your Line Manager before you make any bookings or other non – cancellable arrangements. As much notice as possible of proposed holiday dates must be given to the Line Manager to ensure adequate staffing coverage at all times. We will try to accommodate everyone and make sure the leave you request is approved but there could be cases when this might not be possible.

Extra Time

At Vivo we believe festivities should be celebrated properly. This is why every year you will get an extra day's holiday on your birthday. If your birthday falls on a weekend, let your Line manager know and you will get a day off in lieu.

Vivobarefoot will also close the office from Christmas eve lunch to the first working day after New Year's Day. This extra time will not be taken out of your 25 days holidays per year. Even if the building is closed some departments will still be expected to report daily duties. Please refer to your Line Manager and Christmas schedule email which will be sent over every year around that time.

At Vivobarefoot we believe our employees should move more and enjoy nature. This is why we also offer another 2 extra days for you to spend in nature. Explore the outdoors... hiking, running, camping or just enjoy the fresh air. These two days will not be taken out of your 25 days holidays per year. If you want to book nature days, please inform your Line Manager.



VIVOBAREFOOT

Holiday pay

Holiday pay is calculated on the basis of your current rate of pay. There will be no payment in lieu of any holiday not taken (except on termination).

Unpaid/bought holidays

Vivobarefoot offers you the possibility to buy an extra 5 days holidays per calendar year. If you want to buy some extra days of holidays you should do so by sending your request to the People Compliance Manager (people@vivobarefoot.com), prior approval from your Line Manager, within the following periods:

- First two weeks of January
- First two weeks of July
- Your extra days holidays will be deducted through payroll. If you purchase your holidays in January, the deduction will be made over the next 12 months and if you purchase your holidays in July the deduction will be made in the next 6 months.

Over and above the 5 days you may request extra unpaid leave and the approval will be at your Line Manager's discretion.

Company Property

This policy outlines employees' obligations towards any company property that they use during the course of their employment. It applies to company property that employees have:



- been given for the duration of their employment;
- been assigned for a temporary period only; and/or
- borrowed from a colleague or particular department within the organisation.

This policy applies to all managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees, casual and agency staff and volunteers (collectively referred to as **employees** in this policy) unless otherwise indicated. It does not form part of the employee's terms of employment with Vivobarefoot and Vivobarefoot may amend it at any time.

Allocation and Care of Company Property

On the commencement of their employment you may be given items of company property, including but not limited to:

Laptops
Monitors
Hardware
Software
Office equipment
Phones
Credit cards
Books

You are responsible for any property belonging to Vivobarefoot that is under your control or in your possession and must take proper care of any such items. You must:

- take good care of company property, both when it is used in the workplace and when it is used outside the organization's premises;
- ensure that company property is maintained and serviced when necessary;
- not allow company property to be used by anyone outside the organization, unless they are suitably qualified, and this has been authorized by the organization in advance;



VIVOBAREFOOT

- not make modifications to company property (for example, upgrades to a laptop or company car) without the prior approval in writing of the organization;
- not use company property to carry out any illegal activities or activities that might bring Vivobarefoot into disrepute;
- not, by act or omission, allow company property to be lost or damaged (for example leaving company property in unsecure or public places);
- not remove any company property from the organization's premises without the prior approval of the organization. Vivobarefoot may request to undertake a search should there be reason to believe that you may be removing company property.

Vivobarefoot recognizes that it is inevitable that there will be some wear and tear of company property through normal usage.

Safeguarding Vivobarefoot's Computers, Laptops and Servers

VivoBarefoot has established a number of safeguards to ensure the security of information held on computers, including the downloading and removal of data. You are required to abide by the following safeguards:

- You must seek authorization to load software on to any computer or server and must not remove hard or electronic data from VivoBarefoot's premises without prior authorization;
- As you will be holding and managing customer data, it is vital that you ensure this is done confidentially and securely;
- You will be issued with a confidential password which may be changed at intervals. Unauthorized access to emails using another person's password may result in disciplinary action, so also will the sending of inappropriate emails which may cause offence. You must comply with VivoBarefoot's email standards and attempt to ensure the confidentiality of messages;
- Internet access is to be used primarily for business reasons during working hours, though personal access is acceptable within reason. Accessing



VIVOBAREFOOT

inappropriate sites, such as pornography, or online gambling at any time will result in disciplinary action and may lead to dismissal;

- VivoBarefoot monitors computer usage to ensure compliance with its rules and reserves the right to access any information held on its computers or server, including personal data;
- If you need to complain about email communications, you should raise the matter initially with your manager. If appropriate, the complaint can then be raised through VivoBarefoot's Grievance Procedure.

Consequences of misuse of company property

Under Vivobarefoot's disciplinary procedure, damage to company property can lead to disciplinary action, depending on the circumstances. Deliberate or negligent damage to, or misuse of, the organization's property may be gross misconduct, justifying summary dismissal.

Return of company property

On the termination of their employment, you will be required to return company property on the date specified by Vivobarefoot, which will normally be your last day at work. You should return all property that belongs to the Vivobarefoot that is in your possession. Most items can be returned to your manager, including but not limited to:

Laptops
Monitors
Hardware
Software
Office equipment
Phones
Credit cards
Books



VIVOBAREFOOT Ltd
28 Britton Street
London
EC1M 5UE
United Kingdom

You should also ensure that any company documents are returned, whether hard copy or on a computer.

Unreturned company property

If you fail to return any property belonging to the Vivobarefoot by the required date, the organization will withhold the whole or any part of any pay due from Vivobarefoot to you up to the current market value of the property not returned, i.e. based on the value of the property at the time that it is not returned and not on a replacement cost basis.

Vivobarefoot may contact the police about the unreturned property and/or may issue civil proceedings against you for breach of contract and/or trespass to goods to the extent that any outstanding pay withheld does not cover the current market value of the property not returned.

Alcohol and Drugs

This policy applies to all of our employees as well as contractors, consultants, casual workers, agency workers, and employees of other organizations when working on our sites and premises.

Professional assistance and support can be made available to those to whom this policy applies, and we would urge anyone who feels that they may have a drug or



alcohol problem to come forward (with a friend, or trade union colleague) to discuss this confidentially with their relevant supervisor or manager. We are committed, in so far as is possible, to treating alcohol and drug-related problems in a similar way to other health issues.

Alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making and increased health and safety risks for you and other people. Irresponsible behaviour or the commission of offences resulting from the use of alcohol or drugs may damage our reputation and, as a result, our business.

You are expected to arrive at work fit to carry out your job and to be able to perform your duties safely without any limitations due to the use or after effects of alcohol or drugs. In this policy, drug use includes the use of controlled drugs, psychoactive (or mind-altering) substances formerly known as "legal highs", and the misuse of prescribed or over-the-counter medication.

You should not drink alcohol during the normal working day, at lunchtime, at other official breaks or at official work-based meetings and events. Drinking alcohol while at work without authorization or working under the influence of alcohol may be considered serious misconduct.

You must comply with drink-driving laws and drug-driving laws at all times. A conviction for drink-driving or drug-driving offence may harm our reputation and, if your job requires you to drive, you may be unable to continue to do your job. Committing a drink-driving or drug-driving offence while working for us or outside working hours may lead to action under our Disciplinary Procedure and could result in dismissal.

If you are prescribed medication you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified, or you should be temporarily reassigned to a different role. If so, you must tell your line manager without delay.

Managing suspected substance misuse



If you arrive at work and a manager reasonably believes you are under the influence of alcohol or drugs, they shall immediately contact a member of the People Team in order that you can be provided with assistance and an investigation can be undertaken. You are likely to be asked to go home. We may also offer to refer you to occupational health for medical and/or specialist advice.

If your manager has reason to believe that you are suffering the effects of alcohol or drugs misuse, they will invite you to an investigatory interview. The purpose of the interview is to:

- a) discuss the reason for the investigation and seek your views on, for example, the deterioration of your work performance and/or behaviour; and
- b) where appropriate, offer to refer you to occupational health for medical and/or specialist advice.

After the investigation has been carried out and/or an occupational health report has been provided to us, we will decide on the next steps, including whether it is necessary to make any reasonable adjustments, and will discuss this with you.

If your manager continues to believe that you are suffering the effects of alcohol or drugs misuse and/or you refuse an offer of referral to occupational health, the matter may be dealt with under our Disciplinary Procedure.

Vivobarefoot might ask its employees to provide an alcohol or illegal drug substance test sample. This may be as part of an initiative to carry out random testing, or if reasonable suspicion arises that an employee might be under the influence of alcohol or illegal substances. Any refusal to provide a test sample may lead to disciplinary action.



VIVOBAREFOOT Ltd
28 Britton Street
London
EC1M 5UE
United Kingdom

Benefits

Vivobarefoot invests in their employees and believes that a good working place is one where everyone is satisfied, happy and engaged. That is why Vivobarefoot offers a wide range of benefits to all of you in order to facilitate and improve your working and personal life.

Extra Time



VIVOBAREFOOT

Company Number: 3474829 • VAT Number: GB 704 7036 58

At Vivo we believe festivities should be celebrated properly. This is why every year you will get an extra day 's holiday on your birthday. If your birthday falls on a weekend, let your Line manager know and you will get a day off in lieu.

Vivobarefoot will also close the office from Christmas Eve included to the first working day after New Year's Day. This extra time will not be taken out of your 25 days holidays per year. During this period, there might be essential duties that are still required. Please refer to your Line Manager and Christmas schedule email which will be sent every year.

At Vivobarefoot we believe our employees should move more and enjoy nature. This is why we also offer another 2 extra days for you to spend in nature. Explore the outdoors... hiking, running, camping or just enjoy the fresh air. These two days will not be taken out of your 25 days holidays per year. If you want to book nature days, please inform your Line Manager.

Saying thank you

At Vivo we are immensely grateful for your hard work and for having chosen us as your company. As a small sign of our gratitude to years of service we offer the following:

- After 3 years of service: extra 3 days of holidays for the following year
- After 5 years of service: extra 5 days of holidays for the following year
- After 10 years of service: a possibility to take a 6 months paid sabbatical

Flexibility

Vivobarefoot believes that work should be part of our life, but your life should not revolve around it. Therefore, we offer flexible working hours which enable you to start earlier and finish earlier or start later and finish later. Work at Vivobarefoot starts between 8am and 10am and finishes between 4.30pm and 6.30pm. On Fridays you have the option to work remotely, whether that be at home, at a coffee shop or anywhere that works for you. When working from home the



company will make sure that you are provided with the necessary equipment to telecommute properly including software and hardware.

Vivo scholarship

Vivobarefoot promotes an active lifestyle, recognising that life is more than just working. That is why we offer you a £500 allowance every financial year (from July to June) for you to pursue a passion or try something you have always wanted to do, be it skydiving, learning to play an instrument, building a micro farm, nature photography or anything you want to explore. The scholarship is offered to you on top of any training budget used to enhance your career. Please talk to your Line Manager to get approval for your activity allowance. Then sign up to the course/activity, pay for it and expense it, following our expenses policy.

The scholarship is not to be used for something you already do, so not to pay for a football season ticket or your gym membership, but it is aimed at giving you the chance to do something you haven't done before; it does not need to be something that will directly help your work, but it should be something that fits with our values.

Pension

Vivobarefoot offers a Group Personal Pension Plan, in accordance with The Pension Act 2008. Your pension provider is Royal London. Upon starting you will immediately be enrolled into the pension scheme with an opt out window of 3 months. During this period your contributions will not be active, and you will have the option to remove yourself from the scheme if you wish to.

The Group Personal Pension plan works with contributions that you and your employer make to your pension pot.



Contributions are made once a month through payroll and are the following:
Employee: can choose between 5% or 4%
Employer 4%

Your pension is a “salary sacrifice scheme” in which you agree to reduce your earnings by an amount equal to your pension contributions, therefore paying less tax on your basic income (as your salary is reduced).

If you want to pay a higher percentage into your monthly contribution, please email your request to people@vivobarefoot.com.

You can make single contributions into your plan at any time. So, if you find yourself with spare cash, you could add it to your plan if you wish to.

If you wish to opt out from the Pension scheme, please do it online on your Royal Mail website, and if you wish to stop your contributions temporarily please talk to the People Team.

Health

Vivobarefoot cares about your health. Therefore, we offer you several options to take the best care of yourself.

1. **Vitality Private Medical Healthcare** covering the following

EXCESS	No excess
BENEFITS	
Vitality Plus	Included
Core Cover	Included
Primary Care	Included
Advanced Cancer Cover	Included
Out - Patient Cover	Full cover
Out - Patient Diagnostics (blood tests, x rays, radiology and pathology)	Full cover
Therapies Cover	Full cover
Mental Health cover	Included
Employee Assistance Programme	Included



Core cover includes: Full cover for eligible in-patient and day-patient treatment including hospital fees, consultants' fees and diagnostic tests; Full cover for out-patient surgical procedures; NHS Hospital Cash benefit - £250 each night to a maximum of £2,000 and £125 each day to a maximum of £500; Childbirth Cash Benefit - £100 for each child; Rehabilitation in case of stroke or serious brain injury; Full cover for Home Nursing; Full cover for Private Ambulance; Lifestyle Surgery; Parent Accommodation; Pregnancy Complications and Oral surgery.

Primary care includes: Up to 4 video consultations with a Vitality GP and 24 hour telephone access through the Vitality GP helpline (members with Consultant Select have no limit for video consultations); up to 2 face-to-face consultations with a private GP on Vitality's Private GP network (members with London Care have unlimited access to face-to-face consultations) for only £20 per consultation; up to £100 towards private prescriptions and minor diagnostic tests when issued/referred by a Vitality GP or private GP in our network.

Out – Patients cover includes: Full cover for in-network physiotherapy and out-patient MRI, CT and PET scans; up to the chosen limit for consultant appointments and out-of-network physiotherapy.

You will receive a Vitality enrolment form to be enrolled into the Private Medical Health scheme when you join. The cover can be valid also for your spouse/partner or children, if you add them to the form. They will be covered for all the options declared above. If you haven't received the form, please talk to the People Compliance Manager.

For more benefits please check out Vitality employees Member zone and make the most of what they offer.

2. **Life Insurance with Canada Life:** 6 times your salary.

You will be automatically enrolled into the Life Insurance scheme when you start, and you will also receive an Expression of wish form, when you join, in order for you to decide whom your benefit will go to should the



VIVOBAREFOOT

worst happen. If you do not wish to complete the form the benefit will automatically go to your next of kin.

3. **Group Income Protection Policy:** If you fall long term sick Vivobarefoot offers you income protection up to 75% of your salary after being off sick for 13 weeks. This money will be paid to you until retirement age, whilst you have a valid claim or until you cease being employed by Vivobarefoot.

Eye care plan

On top of your vitality healthcare plan we also offer a separate Eye Care Plan, setuo with

Vivo will offer you a voucher which will cover the following:

- Full eye and eye sight test
- Over 4,000 frame options from the j365 Boots collection £50-£75 range or 15% off the purchase at an independent optician or £45 off if you spend £100 or more at a Boots optician
- Single vision, bifocal or varifocal lenses
- Anti-reflection coating

All you have to do is follow the link below and order your voucher online:

<https://gw.eyecareplans.co.uk/vivo64p7d968d69>

The requests will be received and approved by the People Compliance Manager. Each employee is entitled to one voucher per year.

Big Toe Society

Big Toe Society was set up to encourage employees from different team to get together and to help improve everyone's working life and environment by organizing some events, drinks and few other things.

Some of the events which are being organized include:



- Monthly Thursday drinks and Company Meeting
 - First Friday of the Month lunch for everyone in the Head Office
 - Winter and summer solstice
- And more...

BTS changes every 6 months. If you want to be part of it, you need to apply. One person from every team is encouraged to join. If you wish to become part of the BTS, please talk to your Line Manager.

Vivobarefoot events

Vivobarefoot core values are Move more, Blaze the Trail and Walk the Talk. Vivobarefoot organises and takes part in several swimrun events per year that have the aim to encourage you to live and experience these values for yourself. You are encouraged to attend and participate in at least 3 events per year.

The 3 key events we encourage you to look at are:

- Otillo Isle of Scilly
- Devon Retreat
- Wilderness Festival

All the travelling expenses for the above events are paid by Vivobarefoot. Food, drinks and extra entertainment is not included.

If you cannot make one of these events and you would like to attend another event on Vivobarefoot calendar, you can choose up to 3 events from the events calendar at your Line Manager and Director discretion according to the indicative framework below:

- 3 events in UK (all expenses paid)
- 1 event in UK and 1 in Europe (all expenses paid)
- 1 event outside Europe (all expenses paid)



For more information please refer to our Expenses Policy.

Training budget

Vivobarefoot wants you to thrive within your working environment, and this is why we want to offer suitable training to improve your career and working skills, previous approval of Line Manager and Director.

Training is required to be connected to your job and will be approved only if relevant to your role, whether it is to improve, learn or add something to it. The budget will be held by your department Director who will also be the ultimate approver.

If you want to request Work training, please speak to your Line Manager about it.

Study support policy

Vivobarefoot is committed to ensuring that employees are equipped with the knowledge and skills to enable them to work effectively. The Company aims to support and assist members of staff undertaking professional qualifications which are directly related to their work within the Company.

Professional qualification will be identified during the one to ones and as part of performance review process as a means to achieve the company overall goals and the further the individual and departmental teams' development.

All employees at Vivobarefoot who have passed their probation and have identified the need to train for professional qualifications within their annual performance and development review are covered by this policy.

Financial support will be provided to individuals studying a professional qualification as outlined below:

- Subscription/membership fees to the examining body will be paid for on a discretionary basis by Vivo.



VIVOBAREFOOT

VIVOBAREFOOT Ltd
28 Britton Street
London
EC1M 5UE
United Kingdom

- The percentage of course fees paid by Vivo will be on a discretionary basis and will be paid during the first attempt at the course only.
- Examination fees will be paid for in full by Vivo for the first attempt at each exam. Any retakes will be at the employees' expense.

If you leave Vivobarefoot whilst still studying for a professional qualification, or you do not complete the qualification, then 100% of the fee will be repayable. If you leave following the completion of a professional qualification you will be required to reimburse the Company an agreed percentage of the financial support received as outlined below;

Within 12 months of completing study 100%
Within 13 - 24 months of completing study 50%
Following 25 months of completing study repayment will be nil.

Financial assistance towards the cost of study material may be awarded at the discretion of your Head of Department, up to and including a maximum of £60 per annum.

Vivobarefoot will grant paid study leave as documented below:

- 1 day leave for each exam

Paid leave will only be granted for the first attempt at each exam, unpaid leave will be granted at discretion of your Line Manager or Head of Department.

All employees on a supported study programme must have a signed supported study agreement.



VIVOBAREFOOT Ltd
28 Britton Street
London
EC1M 5UE
United Kingdom

Equality and Diversity

Vivobarefoot statement

Vivobarefoot is committed to providing equal opportunities in employment and to avoiding unlawful discrimination in employment and against customers. This policy is intended to assist Vivobarefoot to put this commitment into practice. Compliance with this policy should also ensure that employees do not commit unlawful acts of discrimination.

Striving to ensure that the work environment is free of harassment and bullying and that everyone is treated with dignity and respect is an important aspect of ensuring equal opportunities in employment. Vivobarefoot has a separate dignity at work policy, which deals with these issues.



VIVOBAREFOOT

This policy covers all employees, officers, consultants, contractors, casual workers and agency workers.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

Equal opportunities in employment

Vivobarefoot strives to ensure that nobody is discriminated during recruitment or employment (including promotion, opportunities for training, pay and benefits, discipline and selection for redundancy) because of age, disability, sex, gender reassignment, pregnancy, maternity, race (which includes colour, nationality and ethnic or national origins), sexual orientation, religion or belief, or because someone is married or in a civil partnership. These are known as "protected characteristics".

Vivobarefoot will attempt to ensure that individuals are selected, promoted and treated on the basis of their merits and abilities.

Types of unlawful discrimination

Direct discrimination is where a person is treated less favourably than another because of a protected characteristic. An example of direct discrimination would be refusing to employ a woman because she is pregnant.

In limited circumstances, employers can directly discriminate against an individual for a reason related to any of the protected characteristics where there is an occupational requirement. The occupational requirement must be crucial to the post and a proportionate means of achieving a legitimate aim.

Indirect discrimination is where a provision, criterion or practice is applied that is discriminatory in relation to individuals who have a relevant protected characteristic (although it does not explicitly include pregnancy and maternity, which is covered by indirect sex discrimination) such that it would be to the detriment of people who share that protected characteristic compared with



people who do not, and it cannot be shown to be a proportionate means of achieving a legitimate aim.

Harassment is where there is unwanted conduct, related to one of the protected characteristics (other than marriage and civil partnership, and pregnancy and maternity which are covered by direct discrimination provisions in the Equality Act 2010) that has the purpose or effect of violating a person's dignity; or is reasonably considered by that person to create an intimidating, hostile, degrading, humiliating or offensive environment. It does not matter whether or not this effect was intended by the person responsible for the conduct.

Associative discrimination is where an individual is directly discriminated against or harassed for association with another individual who has a protected characteristic (although it does not cover harassment because of marriage and civil partnership, and (according to guidance from the Government and Acas) pregnancy and maternity).

Perceptive discrimination is where an individual is directly discriminated against or harassed based on a perception that they have a particular protected characteristic when they do not, in fact, have that protected characteristic (other than marriage and civil partnership, and pregnancy and maternity).

Victimisation occurs where an employee is subjected to a detriment, such as being denied a training opportunity or a promotion because they made or supported a complaint or raised a grievance under the Equality Act 2010, or because they are suspected of doing so. However, an employee is not protected from victimisation if they acted maliciously or made or supported an untrue complaint in bad faith. There is no need for a complainant to compare their treatment with someone who has not made or supported a complaint under the Equality Act 2010. For example, if a blind employee raises a grievance that the employer is not complying with its duty to make reasonable adjustments, and is then systematically excluded from all meetings, such behaviour could amount to victimisation.

Failure to make reasonable adjustments is where a physical feature or a provision, criterion or practice puts a disabled person at a substantial disadvantage compared with someone who does not have that disability and the



employer has failed to make reasonable adjustments to enable the disabled person to overcome the disadvantage.

Disability

In line with the Equality Act 2010, it is Company policy not to discriminate against persons whether in, or applying for, employment, who have the protected characteristic of disability.

Employees should inform Vivobarefoot if they believe they have a disability that may disadvantage them. Managers have a responsibility to be alert to the possibility that an employee may have a disability and that it may be necessary to make reasonable adjustments.

Disability is where a person has a physical or mental impairment which has a substantial and long-term adverse effect on their ability to carry out normal day-to-day activities.

Both direct and indirect disability discrimination are unlawful. Discrimination also occurs where a person is treated unfavourably (or suffers a disadvantage) because of something arising from their disability, or where there is a failure to make reasonable adjustments to alleviate disadvantages caused by a disability. Vivobarefoot will take account of any reasonable adjustments that may be required for candidates with a disability, and it is recognised that ensuring equal opportunities for disabled people may involve adjustments being made to the working environment or other employment arrangements. These adjustments will be made wherever reasonable, within a reasonable time frame and if necessary, in consultation with the employee.

Customers, suppliers and other people not employed by the organisation

Vivobarefoot will not discriminate unlawfully against customers using or seeking to use goods, facilities or services provided by the organisation.



You should report any bullying or harassment by customers, suppliers, visitors or others to your Line Manager who will take appropriate action.

Vivobarefoot responsibilities

Person and job specifications will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment, promotion or other selection exercises such as redundancy will be assessed objectively against the requirements for the job, taking account of any reasonable adjustments that may be required for candidates with a disability.

Vivobarefoot will consider any possible indirectly discriminatory effect of its standard working practices. Vivobarefoot will comply with its obligations in relation to statutory requests for contract variations. The organisation will also make reasonable adjustments to its standard working practices to overcome barriers caused by disability.

Gender Pay Gap

Vivobarefoot takes responsibility to reduce the Gender Pay Gap very seriously. Gender Pay Gap is separated from Equal Pay, which is a legal requirement, defined in the Equality Act 2010 as the right to equal pay between men and women for equal work.

Our current gender pay gap is 10.21% in favor of men. We are taking all the possible measures to reduce this gap even further, which include:

- Fair recruitment process based on skills and not on gender
- Shortlisting multiple women for recruitment
- Fair promotions based on skills and not on gender
- Encourage uptake of shared parental leave
- Leadership development training addressed to all the leaders within the company



Your responsibilities

You are required to assist Vivobarefoot to meet its commitment to provide equal opportunities in employment and avoid unlawful discrimination.

You could be held personally liable as well as, or instead of, Vivobarefoot for any act of unlawful discrimination. If you commit serious acts of harassment you may be guilty of a criminal offence.

Acts of discrimination, harassment, bullying or victimisation against other employees or customers are disciplinary offences and will be dealt with under the organization's disciplinary procedure. Discrimination, harassment, bullying or victimisation may constitute gross misconduct and could lead to dismissal without notice.

If you consider that you may have been unlawfully discriminated against, you may use Vivobarefoot's grievance procedure to make a complaint.

Grievances

If you consider that you may have been unlawfully discriminated against, you may use Vivobarefoot's grievance procedure to make a complaint.

Vivobarefoot will take any complaint seriously and will seek to resolve any grievance that it upholds. You will not be penalized for raising a grievance, even if your grievance is not upheld, unless your complaint is both untrue and made in bad faith.

Use of Vivobarefoot grievance procedure does not affect your right to make a complaint to an employment tribunal. Complaints to an employment tribunal must normally be made within three months beginning with the act of discrimination complained of.



Diversity at work

Vivobarefoot is fully committed to the elimination of unlawful and unfair discrimination and values the differences that a diverse workforce brings to the organization.

Vivobarefoot will not discriminate because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (which includes colour, nationality and ethnic or national origins), religion or belief, sex or sexual orientation. It will not discriminate because of any other irrelevant factor and will build a culture that values meritocracy, openness, fairness and transparency.

You and your colleagues are all responsible for the promotion and advancement of this policy. Behaviour, actions or words that transgress the policy will not be tolerated and will be dealt with in line with the organisation's disciplinary policy.

The policy is applicable to all employees, self-employed, agency staff, clients, communities, suppliers and contractors, whether permanent or temporary. The policy applies to all processes relating to employment and training and to any dealings with customers and clients.

It applies to all conduct in the workplace and also to conduct outside of the workplace that is related to your work (e.g. at meetings, social events and social interactions with colleagues) or which may impact on Vivobarefoot's reputation (e.g. the expression of views on social media, contrary to the commitments expressed in this policy, that could be linked to Vivobarefoot). Vivobarefoot's diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity.



It does not form part of any employee's contract of employment. Decisions relating to customers and communities will be based on business-related criteria only and any irrelevant information will not form part of the process.

The policy will be reviewed on an ongoing basis to reflect changes in the law, demographics and internal business requirements.

Monitoring and review

We will regularly monitor our approach to equality and diversity at Vivobarefoot. In particular, Vivobarefoot will monitor the ethnic and gender composition of the existing workforce and of applicants for jobs (including promotion), and the number of people with disabilities within these groups and will review its equal opportunities policy in accordance with the results shown by the monitoring. If changes are required, the organization will implement them.

Vivobarefoot treats personal data collected for reviewing equality of opportunity in recruitment and selection in accordance with its data protection policy, and in accordance with our privacy policy.

Dignity at Work

Vivobarefoot is committed to creating a work environment free of harassment and bullying, where everyone is treated with dignity and respect.

Vivobarefoot commitment

Harassment and bullying can have very serious consequences for individuals and Vivobarefoot recognises that harassment or bullying may make people unhappy, may cause them stress and affect their health and family and social relationships, may affect their work performance and could cause them to leave their job. Effects on the job can include loss of morale, poor work performance, increased turnover of staff, legal claims and damage to Vivobarefoot's reputation.



Vivobarefoot will not tolerate harassment of any kind.

Employees found guilty of harassment or bullying will be investigated and, if appropriate may face disciplinary penalties, up to and including dismissal. Serious harassment may be a criminal offence.

Vivobarefoot will also not tolerate victimisation of a person for making allegations of bullying or harassment in good faith or supporting someone to make such a complaint. Victimisation is a disciplinary offence.

The scope of this policy

This policy covers bullying and harassment of and by managers, employees, contractors, agency staff and anyone else engaged to work at Vivobarefoot, whether they are in a direct contractual relationship with the organisation or otherwise. If the complainant or alleged harasser is not employed by Vivobarefoot, (for example a contractor) this policy will apply with any necessary modifications such as that Vivobarefoot could not 'dismiss' the contractor but would instead terminate the contractor's agreement, if appropriate, after investigation.

The policy covers bullying and harassment in the workplace and in any work-related setting outside the workplace, including business trips and work-related social events.

What is bullying and harassment?

Bullying is offensive, intimidating, malicious or insulting behaviour, and/or an abuse or misuse of power that is meant to undermine, humiliate or injure the person on the receiving end.

Harassment is unwanted conduct related to relevant protected characteristics, which are sex, gender reassignment, race (which includes colour, nationality and



ethnic or national origins), disability, sexual orientation, religion or belief and age, that:

- has the purpose of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person; or
- is reasonably considered by that person to have the effect of violating their dignity or of creating an intimidating, hostile, degrading, humiliating or offensive environment for them, even if this effect was not intended by the person responsible for the conduct.

Conduct may be harassment whether or not the person behaving in that way intends to offend. Something intended as a "joke" may offend another person. Different people find different things acceptable. Everyone has the right to decide what behaviour is acceptable to them and to have their feelings respected by others. Behaviour that any reasonable person would realise would be likely to offend will be harassment without the recipient having to make it clear in advance that behaviour of that type is not acceptable to them. It may not be so clear in advance that some other forms of behaviour would be unwelcome to, or could offend, a particular person; In these cases, first-time conduct that unintentionally causes offence will not be harassment, but it will become harassment if the conduct continues after the recipient has made it clear, by words or conduct, that such behaviour is unacceptable to them.

Harassment may also occur where a person engages in unwanted conduct towards another because they perceive that the recipient has a protected characteristic (for example, a perception that they are gay or disabled), when the recipient does not, in fact, have that protected characteristic. For example, it would be harassment for an individual to tease repeatedly an individual because of an incorrect belief that the recipient is deaf. Similarly, harassment could take place where an individual is bullied or harassed because of another person with whom the individual is connected or associated, for example if their child is disabled, wife is pregnant, or friend is a devout Christian.

There may also be circumstances in which an individual is subjected to unwanted conduct from a third party, such as a client or customer. If an employee feels that they have been bullied or harassed by customers, suppliers, vendors or visitors,



VIVOBAREFOOT

they should report any such behaviour to their manager who will take appropriate action. Bullying or harassment of customers, suppliers, vendors or visitors or others will be dealt with through the disciplinary procedure.

A single incident can be harassment if it is sufficiently serious.

All instances of bullying and harassment are considered misconduct and a disciplinary offence that will be dealt with under Vivobarefoot's disciplinary policy. Bullying or harassment will often be gross misconduct, which can lead to dismissal without notice.

Bullying or harassment will constitute unlawful discrimination where it relates to one of the protected characteristics, which are sex, gender reassignment, race (which includes colour, nationality and ethnic or national origins), disability, sexual orientation, religion or belief and age. Serious bullying or harassment may amount to other civil or criminal offences, for example a civil offence under the Protection from Harassment Act 1997 and criminal offences of assault.

Victimisation

Victimisation is subjecting a person to a detriment because they have, in good faith, complained (whether formally or otherwise) that someone has been bullying or harassing them or someone else, or supported someone to make a complaint or given evidence in relation to a complaint. This would include isolating someone because they have made a complaint or giving them a heavier or more difficult workload.

Provided that you act in good faith, i.e. you genuinely believe that what you are saying is true, you have a right not to be victimised for making a complaint or doing anything in relation to a complaint of bullying or harassment and Vivobarefoot will take appropriate action to deal with any alleged victimisation,



VIVOBAREFOOT

which may include disciplinary action against anyone found to have victimised you.

Making a complaint that you know to be untrue, or giving evidence that you know to be untrue, may lead to disciplinary action being taken against you.

What to do if you think you are being bullied or harassed

You may be able to sort out matters informally. The person may not know that their behaviour is unwelcome or upsetting. An informal discussion may help them to understand the effects of their behaviour and agree to change it. You may feel able to approach the person yourself, or with the help of your Line Manager, someone in the People team, a trade union representative or another employee. Alternatively, an initial approach could be made on your behalf by one of these people. You should tell the person what behaviour you find offensive and unwelcome and say that you would like it to stop immediately. You may want to add that, if the behaviour continues, you intend to make a formal complaint to your Line Manager. You should keep a note of the date and what was said and done. This will be useful evidence if the unacceptable behaviour continues and you wish to make a formal complaint.

If an informal approach does not resolve matters, or you think the situation is too serious to be dealt with informally, you can make a formal complaint by using Vivobarefoot grievance procedure.

In very serious cases, a criminal offence may have been committed and you may wish to report matters to the police. Your Line Manager or someone in the People team can arrange for someone to accompany you to make a complaint to the police.

All complaints will be investigated promptly and, if appropriate, disciplinary proceedings will be brought against the alleged harasser. You will have the right to be accompanied by a fellow worker or trade union official at any meeting dealing with your grievance in accordance with Vivobarefoot's grievance policy. You will be kept informed of the general progress of the process of investigation.



VIVOBAREFOOT

Vivobarefoot will decide, after considering all available evidence, whether or not harassment or bullying has occurred.

Vivobarefoot will treat complaints of bullying and harassment sensitively and maintain confidentiality to the maximum extent possible. Investigation of allegations will normally require limited disclosure on a "need to know" basis

Wherever possible, Vivobarefoot will try to ensure that you and the alleged harasser are not required to work together while the complaint is under investigation and will discuss the options for achieving this with you. In the case of serious allegations, the alleged harasser may be suspended while investigation and any disciplinary proceedings are underway.

If your complaint is upheld, and the person found to have bullied or harassed you remains in the organisation's employment, every effort will be made to ensure that, if possible, you do not have to continue to work alongside the harasser, if you do not wish to do so. Vivobarefoot will discuss the options with you.

If your complaint is not upheld, your Line Manager and the People team will support you and the alleged harasser in planning for you both to continue or resume working and to help repair working relationships. Vivobarefoot will consider measures to avoid you and the alleged harasser having to continue to work alongside each other in the future, if either of you do not wish to do so.

You have a right not to be victimised for making a complaint in good faith, even if the complaint is not upheld. However, making a complaint that you know to be untrue may lead to disciplinary action being taken against you. Some types of bullying or harassment may constitute unlawful discrimination and may give rise to the possibility of other civil claims or criminal proceedings. Claims to an employment tribunal about unlawful discrimination must be presented to the tribunal within three months beginning with the act complained of.

What can I do to stop bullying and harassment?



VIVOBAREFOOT

We all have a responsibility to help create and maintain a work environment free of bullying and harassment. You can help to do this by:

- being aware of how your own behaviour may affect others and changing it, if necessary - you can still cause offence even if you are "only joking";
- treating your colleagues with dignity and respect;
- taking a stand if you think inappropriate jokes or comments are being made;
- making it clear to others when you find their behaviour unacceptable, unless it should be obvious in advance that this would be the case;
- intervening, if possible, to stop harassment or bullying and giving support to recipients;
- making it clear that you find harassment and bullying unacceptable;
- reporting harassment or bullying to your manager or the People team and supporting the organisation in the investigation of complaints; and
- if a complaint of harassment or bullying is made, not prejudging or victimising the complainant or alleged harasser.

Managers have a particular responsibility to:

- set a good example by their own behaviour;
- ensure that there is a supportive working environment;
- make sure that staff know what standards of behaviour are expected of them;
- intervene to stop bullying or harassment; and
- report promptly to the People team any complaint of bullying or harassment, or any incident of bullying or harassment witnessed by them.

What happens if I am accused of bullying or harassment?



If someone approaches you informally about your behaviour, do not dismiss the complaint out of hand because you were only joking or think the complainant is being too sensitive. Remember that different people find different things acceptable and everyone has the right to decide what behaviour is acceptable to them and to have their feelings respected by others. You may have offended someone without intending to. If that is the case, the person concerned may be content with an explanation and an apology from you and an assurance that you will be careful in future not to behave in a way that you now know may cause offence. Provided that you do not repeat the behaviour that has caused offence, that may well be the end of the matter.

If a formal complaint is made about your behaviour, this will be fully investigated, and Vivobarefoot may bring disciplinary proceedings, if appropriate. Vivobarefoot will follow its disciplinary procedure and you will have the rights set out in that procedure. You will have the right to be informed of the allegations against you and to put your side of the story across and to be accompanied to meetings by a trade union official or fellow worker. Complaints of bullying and harassment will often be allegations of gross misconduct that, if proved, could lead to dismissal without notice.

Vivobarefoot will treat complaints of bullying and harassment sensitively and maintain confidentiality to the maximum extent possible. Investigation of allegations and future management of risk, if complaints are upheld, will normally require limited disclosure on a "need to know" basis.

Wherever possible, Vivobarefoot will try to ensure that you and the complainant are not required to work together while the complaint is under investigation. You may be suspended during the investigation and, if a disciplinary hearing is to be called, until disciplinary proceedings have been concluded.

If the complaint against you is upheld, on a balance of probabilities, a disciplinary penalty may be imposed up to and including dismissal, having regard to the seriousness of the offence and all relevant circumstances. If the complaint is upheld, but you are not dismissed, Vivobarefoot could decide to transfer you to another post.

If a complaint is made against you that is not upheld and Vivobarefoot has good grounds for believing that the complaint was not made in good faith, the



organisation will investigate and, if appropriate, will take disciplinary action against the person making the false complaint.

You must not victimise a person who has made a complaint in good faith against you or anyone who has supported them in making the complaint or given evidence in relation to such a complaint. Disciplinary action will be taken against you if the organisation has good reason to think that you may have victimised the complainant or someone else.

If the complaint against you is not upheld, your Line Manager, and the People team will support you and the complainant in planning for you both to continue or resume working and to help repair working relationships. Vivobarefoot will consider measures to avoid you and the alleged harasser having to continue to work alongside each other in the future, if either of you do not wish to do so.

Some types of bullying or harassment may constitute unlawful discrimination and allegations may give rise to the possibility of other civil claims or criminal proceedings against you, which would proceed independently of Vivobarefoot's disciplinary proceedings. You could be personally liable to pay compensation to the complainant if a successful claim in the employment tribunal or other courts was brought against you. Criminal proceedings could lead to conviction and criminal penalties.

Whistleblowing

Vivobarefoot is committed to conducting its business with honesty and integrity and expects all employees to maintain high standards. The word "whistleblowing" in this policy refers to the disclosure of information about a range of types of wrong doing including: fraud, unethical conduct, malpractice and bribery, as well as illegal acts or omissions at work.

It is important to Vivo that any fraud, misconduct or wrongdoing by workers or officers of Vivobarefoot is reported and properly dealt with. Vivobarefoot therefore encourages everyone to raise any concerns that they may have about the conduct of others in the business or the way in which the business is run without being subject to any detriment, including victimisation and disciplinary action up to and including dismissal, for raising those concerns. This policy sets



out the way in which you may raise any concerns that you might have and how those concerns will be dealt with.

This policy covers all employees, officers, consultants, contractors, casual workers and agency workers. It does not form part of any employee's employment contract, and we may amend it at any time.

Procedure

In the first instance, any concerns should be raised with your line manager. However, if you would prefer not to raise your concerns with your line manager for any reason, you should inform the Head of Department, your Department Director or someone from the People Team.

We will arrange an investigation into the matter, which will involve arranging a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

Confidentiality

Vivobarefoot hopes that staff will feel able to voice whistleblowing concerns openly under this policy. Completely anonymous disclosures are difficult to investigate. If you want to raise your concern confidentially, we will make every effort to keep your identity secret and only reveal it where necessary to those involved in investigating your concern.

External disclosures

The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.

The law recognizes that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external. Protect operates a confidential helpline. Their contact details are at the end of this policy.



VIVOBAREFOOT

Protection and support for whistleblowers

Vivobarefoot aims to encourage openness and will support whistleblowers who raise genuine concerns under this policy, even if they turn out to be mistaken.

Whistleblowers must not suffer any detrimental treatment as a result of raising a genuine concern. If you believe that you have suffered any such treatment, you should inform your line manager immediately. If the matter is not remedied, you should raise it formally using our Grievance Procedure.

You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action. In some cases, the whistleblower could have a right to sue you personally for compensation in an employment tribunal.

However, if we conclude that a whistleblower has made false allegations maliciously, the whistleblower may be subject to disciplinary action.

Protect operates a confidential helpline. Their contact details are at the end of this policy.

Contacts

Protect	Helpline: 0203 117 2520
(Independent whistleblowing charity)	E-mail: whistle@protect-advice.org.uk
	Website: https://protect-advice.org.uk/



Parental Leave and Pay

Maternity Leave and Pay

This policy sets out the rights of employees to enhanced and statutory maternity leave and pay. This policy applies to all employees. Self-employed contractors and other workers are not covered.

This policy does not form part of an employee's contract of employment and Vivobarefoot reserves the right to amend it any time.

The following definitions are used in this policy:

"Expected Week of Childbirth" means the week, starting on a Sunday, during which the employee's doctor or midwife expects them to give birth.

"Qualifying Week" means the 15th week before the expected week of childbirth.

Entitlement to Maternity Leave



All pregnant employees (regardless of length of service) have the right in law to take up to 26 weeks' ordinary maternity leave and up to a further 26 weeks' additional maternity leave and to resume work afterwards, provided that they comply with the notice requirements as set out below. The employee is therefore entitled to a total period of 52 weeks' maternity leave. Additional maternity leave follows on immediately from the end of the period of ordinary maternity leave.

All employees who take maternity leave have the right to return to work at any time during either ordinary maternity leave or additional maternity leave (except during the first two weeks from the day of childbirth (or four weeks for women working in factories)).

Notice requirements

On becoming pregnant, an employee should notify their line manager as soon as possible. This is important as there are health and safety considerations for Vivobarefoot, as further set out below.

By the end of the Qualifying Week, or as soon as reasonably practicable afterwards, the employee is required to inform the organisation in writing of:

- the fact that they are pregnant;
- her Expected Week of Childbirth; and
- the date on which they intend to start their maternity leave.

The employee must also provide a certificate from a doctor or midwife confirming the Expected Week of Childbirth (this is usually a MAT B1 form). The form must have either the doctor's name and address or the midwife's name and registration number on it.

Time off for antenatal care



Once an employee has advised Vivobarefoot that they are pregnant in line with the notification requirements above, they will be entitled to take reasonable paid time off work to attend antenatal appointments.

Except in the case of the first appointment, the employee may also be asked to provide evidence of the appointment, such as a medical certificate or appointment card.

The employee should endeavour to give their line manager as much notice as possible of antenatal appointments.

Health and Safety

Vivobarefoot has a duty to take care of the health and safety of all employees. Once the employee has informed Vivobarefoot of their pregnancy, we will carry out a risk assessment and identify any preventative and protective measure that we consider we need to take. If the pregnant employee is exposed to any risk in carrying her normal work duties, then Vivobarefoot may take such steps as necessary to avoid any risks identified affecting the health of the pregnant employee or their baby. By way of example this may involve:

- changing her normal conditions or hours of work; or
- offering the employee suitable work alternatives on terms and conditions which are not less favourable (such as working from home for example).

If it is not possible for Vivobarefoot to alter the employee's working conditions to remove the risks to their health and there is no suitable alternative work available to offer them on a temporary basis, Vivobarefoot may suspend them from work on maternity grounds until such time as there are no longer any risks to their health. This may be for the remainder of their pregnancy until the commencement of their maternity leave. If an employee is suspended in these circumstances, their employment will continue during the period of the suspension and it does not in any way affect their statutory or contractual employment and maternity rights. The employee will be entitled to their normal salary and contractual benefits during the period of their suspension, unless they have unreasonably refused an offer of suitable alternative employment.



VIVOBAREFOOT

Sickness absence

If an employee is absent from work during pregnancy owing to pregnancy related sickness, they will receive normal statutory or contractual sick pay in the same manner as they would during any other sickness absence according to our sickness policy provided that they have not yet begun ordinary maternity leave.

If, however, the employee is absent from work due to a pregnancy-related illness after the beginning of the fourth week before their Expected Week of Childbirth, their maternity leave will start automatically. In these circumstances, the employee must notify the organisation in writing of this as soon as reasonably practicable.

Maternity Leave

Ordinary maternity leave can start at any time after the beginning of the 11th week before the employee's Expected Week of Childbirth (unless their child is born prematurely before that date in which case it will start earlier).

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

- the employee's chosen start date;
- the day after the employee gives birth. If the employee gives birth before their maternity leave was due to start, they must notify Vivobarefoot in writing of the date of the birth as soon as reasonably practicable; or
- the day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the expected week of childbirth.

The law obliges all employees to take a minimum of two weeks of maternity leave immediately after the birth of the child (this increases to four weeks for women working in factories).

The employee is permitted to bring forward their maternity leave start date, provided that they advise Vivobarefoot in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable.



The employee may also postpone their maternity leave start date, provided that they advise the organisation in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

Vivobarefoot will formally respond in writing to the employee's notification of their leave plans within 28 days, confirming the date on which they are expected to return to work if they take their full 52-week entitlement to maternity leave.

How much maternity pay will the employee receive?

Employees will qualify for Statutory Maternity Pay (SMP), provided that:

- they have been continuously employed by the organisation for at least 26 weeks at the end of their Qualifying Week and they are still employed during that week;
- they are still pregnant 11 weeks before the start of the Expected Week of Childbirth (or have already given birth);
- they have provided a MAT B1 form stating their Expected Week of Childbirth;
- they give at least 28 days' notice (or, if that is not possible, as much notice as they can) of their intention to take maternity leave; and
- their average weekly earnings during the eight weeks ending in the Qualifying Week (the 'Relevant Period') are not less than the lower earnings limit for national insurance contributions.

Statutory maternity pay is payable for up to 39 weeks, as follows:

- the first six weeks payable at 90% of the employee's average weekly earnings calculated over the Relevant Period.
- the remaining 33 weeks is payable at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings calculated over the Relevant Period if this is lower.

SMP accrues from the day on which the employee starts their ordinary maternity leave and thereafter at the end of each complete week of absence. SMP



payments will be made on the next normal payroll date. SMP is treated as earnings and is therefore subject to PAYE and national insurance deductions.

If an employee leaves employment for any reason after the start of the Qualifying Week, they will still be entitled to SMP. In such cases, if the employee has not already started maternity leave, SMP starts to accrue in the later of:

- the week after the week in which the employment ends; or
- the eleventh week before the Expected Week of Childbirth.

If the employee becomes eligible for a pay rise between the start of the original calculation period and the end of their maternity leave (whether ordinary maternity leave or additional maternity leave), the higher or standard rate of statutory maternity pay will be recalculated to take account of the employee's pay rise as if it had applied through the Relevant Period, regardless of whether statutory maternity pay has already been paid. This means that the employee's statutory maternity pay will be recalculated and increased retrospectively, or that they may qualify for statutory maternity pay if they did not previously. The employee will be paid a lump sum to make up any difference between statutory maternity pay already paid and the amount payable as a result of the pay rise. Any future SMP payments will also be increased as necessary.

Employees who are not entitled to SMP may be entitled to receive maternity allowance payable directly by the Government. If an employee is not entitled to statutory maternity pay, Vivobarefoot will provide the employee with an SMP1 form to allow them to pursue a claim for maternity allowance.

In addition to payment of SMP Vivobarefoot will commit to pay the employee an Occupational Maternity Pay, which is defined as the difference between SMP and their salary in the first 3 months (13 weeks) of their maternity leave. The total pay will equate to the employee's salary at the date on which the employee starts maternity leave. If the employee has been working for Vivobarefoot for more than 3 years, Vivo will commit to pay the enhanced Maternity pay for 5 months (22 weeks).



Rights during maternity leave

During ordinary maternity leave and additional maternity leave, the terms and conditions of the employee's contract, except for the terms relating to pay, will continue. In particular the employee will continue to receive contractual benefits in kind and their annual leave will continue to accrue (please see the additional provisions on annual leave set out below).

Vivobarefoot's pension contributions will continue based on the employee's normal pay during ordinary maternity leave and statutorily paid additional maternity leave. However, the pension contributions will cease during any periods of unpaid additional maternity leave.

The employee will remain in the life assurance and private medical insurance schemes

Annual Leave

The employee will continue to accrue annual leave during ordinary maternity leave and additional maternity leave at the rate provided for in the employee's contract of employment.

Vivobarefoot's holiday year runs from 1st January to 31st December. In many cases a period of maternity leave will last beyond the end of the holiday year. Any holiday entitlement for the year that cannot reasonably be taken before starting your maternity leave can be carried over into the next holiday. The number of days of holiday to carry over is at your manager's discretion.

Contact during maternity leave

Vivobarefoot reserves the right to maintain reasonable contact with employees during maternity leave. This may be to discuss employees' plans for return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.



VIVOBAREFOOT

Keeping-in-touch days

Employees can agree to work for Vivobarefoot or to attend training and/or meetings for up to 10 days during their maternity leave without that work bringing their maternity leave or SMP to an end. These are known as "keeping-in-touch" days. The employee will be paid at their normal basic rate of pay during keeping-in-touch days and this will be inclusive of any maternity pay entitlement. Any work carried out on a day shall constitute a day's work for these purposes. In any case, the employee must not work in the two weeks following childbirth.

Keeping in touch days are not compulsory. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between employees and their line managers.

Returning to work after maternity leave

The employee may take their full period of maternity leave entitlement and return to work at the end of this period.

The employee may return to work at an earlier date, provided that they give at least eight weeks' notice in writing to Vivobarefoot of the date on which they intend to return. Vivobarefoot may delay the employee's return to work by up to eight weeks – or the end of maternity leave if that is earlier – if the employee fails to inform Vivobarefoot of their revised plans.

The employee has the right to resume working in the same job if returning to work from ordinary maternity leave. If the employee returns to work after a period of additional maternity leave, they are entitled to return either to the same job or, if this is not reasonably practicable, to another suitable job. The employee's terms and conditions will remain unchanged.

Failure to return to work by the end of maternity leave will be treated as an unauthorised absence unless the employee is sick and produces a current medical certificate before the end of the maternity leave period. If the employee is unable to return to work due to sickness or injury, this will be treated as sickness absence.



VIVOBAREFOOT

If the employee decides during maternity leave that they do not wish to return to work, they should give written notice of resignation to Vivobarefoot as soon as possible and in accordance with the terms of their contract of employment. This does not affect your right to receive SMP.

Shared parental leave

Shared parental leave enables mothers to commit to ending their maternity leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from maternity leave and opt in to shared parental leave and pay at a later date.

To be able to take shared parental leave, an employee and their partner must meet various eligibility requirements and have complied with the relevant curtailment, notice and evidence requirements. This includes the mother curtailing their maternity leave.

Employees can refer to Vivobarefoot's policy on shared parental leave, where they will find full details of the eligibility requirements, as well as instructions as to how the mother's maternity leave can be curtailed. Vivobarefoot's policy on shared parental leave sets out the notice periods with which employees must comply and what evidence they must provide to Vivobarefoot. The policy also contains more details on employees' entitlement to statutory shared parental pay and Vivobarefoot's shared parental pay scheme.

The mother and the partner should ensure that they are each liaising with their own employer when making requests for shared parental leave.

Paternity Leave and Pay

This policy sets out the statutory rights and responsibilities of employees who wish to take paternity leave and get paternity pay.

This policy applies to all employees. Self-employed contractors and other workers are not covered.



This policy does not form part of an employee's contract of employment and Vivobarefoot reserves the right to amend it any time.

Paternity leave

Paternity leave is available to employees of either gender, for the purpose of caring for a child or supporting the child's other parent. An employee is entitled to a maximum of two week's paternity leave on the birth of a child provided that:

- they are the biological father and have some responsibility with the mother for the child's upbringing;
- they are the mother's partner and expect to have the main responsibility with the mother for the child's upbringing.

To qualify for paternity leave, the employee must have 26 weeks' continuous service with Vivobarefoot by the end of the 15th week before the week in which the child is expected.

Paternity leave is also available to adoptive parents where a child is matched or newly placed with them for adoption. Either the adoptive father or the adoptive mother may take paternity leave where the other adoptive parent has elected to take adoption leave. A separate policy is available in respect of adoption leave.

Timing and length of paternity leave

Paternity leave must be taken in a single block of one or two weeks. It cannot be taken in instalments.

Paternity leave can start either from the date the child is born or from a later date of your choosing. If the child is born early, it must be taken from the time of the birth. In any event paternity leave must end within eight weeks of birth or placement, or within eight weeks of the expected date of childbirth.

Employees who wish to take both paternity leave and shared parental leave must take their period of paternity leave first. An employee cannot take paternity leave



if they have already taken a period of shared parental leave in relation to the same child.

Notification of paternity leave

Where an employee wishes to request paternity leave in respect of the birth of a child, they must give their line manager at least 15 weeks' written notice of the date on which their partner's baby is due, the length of paternity leave they wish to take and the date on which they wish the leave to commence.

If an employee subsequently wishes to change the timing of the paternity leave, they must give 28 days' written notice of the new dates.

The employee must also, if so requested, complete and sign a self-certificate declaring that they are entitled to paternity leave and statutory paternity pay.

Statutory paternity pay

Pay during paternity leave will be at the lower of a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings.

Employees whose average weekly earnings are below the lower earnings limit for national insurance contributions will not be eligible for statutory paternity pay.

Statutory paternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Statutory paternity pay can start from any day of the week in accordance with the date the employee starts their paternity leave.

In addition to statutory paternity pay, Vivobarefoot will commit to pay the employee an Occupational Paternity Pay, which is defined as the difference between the statutory paternity pay and their salary in the 2 weeks of their paternity leave. The total will be the equal of the current salary. The total pay will equate to the employee's salary at the date on which the employee starts paternity leave. If the employee will ad shared parental leave to his paternity leave, the pay will be the following



- If the employee has been with us for more than a year, Vivo will pay them the occupational paternity pay and the statutory paternity pay for the first 3 months of their leave
- If the employee has been with us for more than a year, Vivo will pay them the occupational paternity pay and the statutory paternity pay for the first 5 months of their leave.

Rights during paternity leave

During paternity leave, the terms and conditions of the employee's contract, except for the terms relating to pay, will continue. In particular the employee will continue to receive contractual benefits in kind and their annual leave will continue to accrue (please see the additional provisions on annual leave set out below).

Vivobarefoot's pension contributions will continue based on the employee's normal pay during paternity leave.

The employee will remain in the life assurance and private medical insurance schemes.

Annual Leave

The employee will continue to accrue annual leave during paternity leave at the rate provided for in the employee's contract of employment.

Vivobarefoot's holiday year runs from 1st January to 31st December. If you are taking a period of paternity leave that will continue into the next holiday year, any holiday entitlement for the year that cannot reasonably be taken before starting your paternity leave can be carried over to the next holiday year. The number of days of holiday to carry over is at your manager's discretion.

Returning to work after paternity leave



When you return, you have the right to the same job with the same terms and conditions as you had before your paternity leave began.

Time off for antenatal care

Employees have the right to take paid time off to accompany a pregnant woman with whom they are having a child at up to two antenatal appointments.

To be eligible to take this form of time off, the employee must be:

- the biological father of the expected child; or
- could be the spouse or civil partner of the pregnant woman or the co-habiting partner of the pregnant woman in an enduring family relationship (and she is not the employee's daughter, granddaughter, sister or niece. (the 'eligibility criteria')

The antenatal appointment must also be made on the advice of a registered medical practitioner, midwife or nurse.

Employees who would like to make a request for time off to accompany someone at an antenatal appointment should in the first instance contact their line manager.

The employee should endeavour to give their line manager as much notice as possible of when they need the time off for the antenatal appointment.

The employee must provide a signed statement providing the date and time of the appointment and confirming:

- that you meet one of the eligibility criteria;
- the time off is solely to accompany the woman to her appointment; and
- the appointment is made on the advice of a registered medical practitioner, midwife or nurse.

Shared parental leave



An employee can choose to take both paternity leave and shared parental leave, but the period of paternity leave must come first. An employee cannot take paternity leave if they have already taken a period of shared parental leave in relation to the same child.

To be able to take shared parental leave, an employee and their partner must meet various eligibility requirements and have complied with the relevant curtailment, notice and evidence requirements. To know more about this please refer to Vivobarefoot Shared Parental Leave policy.

The mother and the partner should ensure that they are each liaising with their own employer when making requests for shared parental leave.

Parental bereavement leave policy

We recognise that, while dealing with any bereavement is difficult, the death of a child is among the most devastating events that an employee can ever face.

This policy sets out our commitment to supporting bereaved parents through their grief by ensuring they can take parental bereavement leave.

The policy applies to employees who suffer the loss of a child under the age of 18 on or after 6 April 2020. This includes parents who suffer a stillbirth after 24 weeks of pregnancy.

Who can take parental bereavement leave

Whatever your length of service, you can take this type of leave if you are the parent of the child who has passed away, or the partner of the child's parent. In general, you can take this type of leave if you have parental responsibility for the child. This includes adoptive parents and surrogate parents.

If you have suffered a bereavement, but are unsure if you are entitled to parental bereavement leave, please contact the People Team for clarification.

What leave a bereaved parent can take



You can take two weeks of parental bereavement leave. You can take the leave as:

- a single block of two weeks; or
- two separate blocks of one week at different times.

You cannot take the leave as individual days.

You can take the leave at the time(s) you choose within 56 weeks after your bereavement. You might choose, for example, to take it at a particularly difficult time such as your child's birthday.

If you have lost more than one child, you have a separate entitlement to bereavement leave for each child who has passed away.

Notice to take parental bereavement leave

If you need to take parental bereavement leave within the first 56 days after your bereavement, you can take the leave straight away. You do not have to provide any notice. Please let your line manager know no later than when you are due to start work on the first day on which you wish to take leave or, if that is not feasible, as soon as you can.

To take leave more than 56 days after your bereavement, please give line manager at least one week's notice.

Changing your mind about taking parental bereavement leave

You can cancel your planned leave and take it at a different time (within the 56 weeks after your bereavement). Where your planned leave was due to begin during the first 56 days after your bereavement, please let your line manager know you no longer wish to take it before your normal start time on the first day of the planned leave.

Where your leave was due to begin more than 56 days after your bereavement, please let your line manager know at least one week in advance that you wish to cancel it.



VIVOBAREFOOT

You cannot cancel any week of parental bereavement leave that has already begun.

Pay during parental bereavement leave

We recognise the need to provide bereaved parents with as much support as possible, and we will continue to pay normal pay during your leave.

Rights during parental bereavement leave

During your leave, all the terms and conditions of your contract will continue.

This means that all benefits will remain in place. For example, holiday entitlement continues to accrue. Pension contributions will continue to be paid.

Returning to work after parental bereavement leave

When you return to work after some time on parental bereavement leave, you generally have the right to return to the same job.

However, a slightly different rule applies if you return from time on bereavement leave that follows on immediately from some maternity, adoption, paternity leave or shared parental leave (taken in relation to the child who has passed away), and your total time on leave is more than 26 weeks.

In these circumstances, you have the right to return to the same job, unless this is not reasonably practical - in which case you have the right to return to a suitable and appropriate job on the same terms and conditions.

This rule also applies if your leave includes more than four weeks of ordinary parental leave (taken in relation to any child), regardless of the total length of the leave.

If you are taking parental bereavement leave, but are unsure where you stand on your return, please contact your line manager or the People team for clarification.



VIVOBAREFOOT

Adoption and Surrogate Leave and Pay

Introduction to adoption rights and benefits

This policy sets out the rights of employees to statutory adoption leave and pay. This policy applies to surrogate parents too. This policy applies to all employees. Self-employed contractors and other workers are not covered.

This policy does not form part of an employee's contract of employment and Vivobarefoot reserves the right to amend it any time.

An employee who adopts a child through an approved adoption agency is entitled to up to 52 weeks' adoption leave from day one of their employment.

The employee's entitlement is to take up to 26 weeks' ordinary adoption leave followed immediately by up to 26 weeks' additional adoption leave. The employee's maximum entitlement is therefore to take up to 52 weeks' adoption leave.

All employees who take adoption leave have the right to return to work at any time during either ordinary adoption leave or additional adoption leave, subject to their following the correct notification procedures as set out below.

Data protection

When managing an employee's adoption leave and pay, Vivobarefoot processes personal data collected in accordance with its data protection policy.



Who qualifies for statutory adoption pay and how much will the employee receive?

Employees who take adoption leave will also qualify for statutory adoption pay, provided that they have 26 weeks' service calculated as at the week in which notification of matching was given by the adoption agency and have average weekly earnings not less than the lower earnings limit for national insurance contributions. Statutory adoption pay is payable for up to 39 weeks. Statutory adoption pay is payable at 90% of normal earnings for the first six weeks, following which it is payable at the rate set by the Government for the relevant tax year (or 90% of normal earnings, if that is lower than the Government's rate).

If the employee becomes eligible for a pay rise between the start and end of their adoption leave (whether ordinary adoption leave, or additional adoption leave), the higher or standard rate of statutory adoption pay will be recalculated to take account of the employee's pay rise, regardless of whether statutory adoption pay has already been paid. This means that the employee's statutory adoption pay will be recalculated and increased retrospectively, or that they may qualify for statutory adoption pay if they did not previously. The employee will be paid a lump sum to make up any difference between statutory adoption pay already paid and the amount payable as a result of the pay rise.

Parents who will become the legal parents of a child under a surrogacy arrangement are entitled to take statutory adoption leave. Local authority foster parents who are also prospective adopters ("foster to adopt") are entitled to take adoption leave.

Provided they have 26 weeks' service with us, Vivobarefoot will commit to pay employees their basic salary for in the first 3 months (13 weeks) of their adoption leave ('Occupational Adoption Pay'). Occupational Adoption Pay will include any statutory adoption pay. For the next 26 weeks of adoption leave, the employee will be paid statutory adoption pay only (subject to meeting the eligibility



VIVOBAREFOOT

requirements) and the remaining 13 weeks will be unpaid, if the employee chooses to remain on adoption leave.

If employees have worked for Vivo for more than 5 years then Vivo will commit to pay them the Occupational Adoption pay for the first 5 months instead of 3.

Statutory and Occupational Adoption Pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Timing of adoption leave

Adoption leave can start on the day the child is placed for adoption, or up to 14 days earlier.

To make administration as easy as possible, the employee should discuss the timing of their adoption leave with their manager as early as possible.

Notice requirements

To be entitled to take adoption leave and receive statutory adoption pay, the employee is required to give Vivobarefoot written notification of their intention to take adoption leave no later than seven days after the date on which notification of the match with the child was provided by the adoption agency. Notice must specify the date the child is expected to be placed with the employee for adoption and the date the employee intends their adoption leave to start.

The employee is permitted to bring forward their adoption leave or start date, or postpone it, provided that they advise Vivobarefoot in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee must also provide evidence of entitlement to adoption leave and pay by producing a "matching certificate" from the adoption agency.

Within 28 days of receiving the employee's notice of intention to take adoption leave, the organisation will write to the employee confirming the latest date on which the employee must return to work after adoption leave.



VIVOBAREFOOT

Time off to attend adoption appointments

Employees who are adopting a child are entitled to take time off to attend adoption appointments.

An employee adopting a child alone is entitled to take paid time off to attend up to five adoption appointments under s.57ZJ of the Employment Rights Act 1996.

Where an employee is part of a couple jointly adopting a child, they both are allowed to take unpaid off to take up to 5 appointments (5 paid days each), under s.57ZL of the Employment Rights Act 1996.

The purpose of the appointment is to enable the employee and their partner to have contact with the child and for any other purpose connected with the adoption.

The appointment must have been arranged by or at the request of the adoption agency. The time off must be taken before the date of the child's placement for adoption with the employee.

Rights during adoption leave

During ordinary adoption leave and additional adoption leave, all terms and conditions of the employee's contract except normal pay will continue.

During ordinary adoption leave and any further paid period of adoption leave, Vivobarefoot's pension contributions will continue based on what the employee's earnings would have been if they had not been on adoption leave.

However, the pension contributions will cease during any periods of unpaid additional adoption leave. The employee will remain in any life assurance and private medical insurance schemes, if relevant.

Contact during adoption leave

Vivobarefoot reserves the right to maintain reasonable contact with employees during adoption leave. This may be to discuss employees' plans for return to work, to discuss any special arrangements to be made or training to be given to



VIVOBAREFOOT

ease their return to work or to update them on developments at work during their absence.

Keeping-in-touch days

Employees can agree to work for Vivobarefoot (or to attend training) for up to 10 days during their adoption leave without that work bringing their adoption leave to an end and without loss of a week's statutory adoption pay. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

Vivobarefoot has no right to require employees to carry out any work and employees have no right to undertake any work during their adoption leave. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between employees and Vivobarefoot.

Returning to work after adoption leave

The employee may return to work at any time during ordinary adoption leave or additional adoption leave, provided that they give the appropriate notification. Alternatively, the employee may take their full period of adoption leave entitlement and return to work at the end of this period. If the employee wishes to return before the full period of adoption leave has elapsed, they must give at least eight weeks' notice in writing to Vivobarefoot of the date on which they intend to return.

The employee has the right to resume working in the same job if returning to work from ordinary adoption leave. If the employee returns to work after a period of additional adoption leave, they are entitled to return either to the same job or, if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.

Failure to return to work by the end of adoption leave will be treated as an unauthorised absence unless the employee is sick and produces a current medical certificate before the end of the adoption leave period.



If the employee decides during adoption leave that they do not wish to return to work, they should give written notice of resignation to Vivobarefoot as soon as possible and in accordance with the terms of their contract of employment.

Shared Parental Leave and Pay

This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If employees are adopting a child, there are similar arrangements in place; please speak to the People Team.

This policy applies to employees. It does not apply to agency workers or self-employed contractors.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

Frequently used terms

The definitions in this paragraph apply in this policy.

Expected week of childbirth (EWC): the week, beginning on a Sunday, in which the doctor or midwife expects the employee's child to be born.

Parent: One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or their partner).

Partner: The employee's spouse, civil partner or someone living with the employee in an enduring family relationship, but not their sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

Qualifying Week: the fifteenth week before the EWC.



What is shared parental leave?

Shared parental leave (SPL) gives employees and their partners more flexibility in how to share the care of their child in the first year after birth, than if the employee was simply taking maternity or paternity leave. If the employee and their partner are both eligible, they will be able to choose how to split the available leave between them and can decide to be off work at the same time or at different times. Employees may be able to take leave in more than one block.

Entitlement to SPL

Employees are entitled to SPL in relation to the birth of a child if:

- they are the child's mother, and share the main responsibility for the care of the child with the child's father or with their partner;
- they are the child's father and share the main responsibility for the care of the child with the child's mother; or
- they are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).
- they are the father's partner and share the main responsibility for the care of the child with the father

The following conditions must also be fulfilled:

- the employee must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
- the employee and the other parent must give the necessary statutory notices and declarations as summarized below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.



VIVOBAREFOOT

The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).

If the employee is the mother, she cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.

If the employee is the child's father or the mother's partner, they should consider using their two weeks' paternity leave before taking SPL. Once the employee starts SPL they will lose any untaken paternity leave entitlement. SPL entitlement is additional to paternity leave entitlement.

What is shared parental leave?

Not less than eight weeks before the date the employee intends their SPL to start, they must give us a written opt-in notice giving:

- their name and the name of the other parent;
- if the employee is the child's mother, the start and end dates of their maternity leave;
- if the employee is the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- how many weeks of the available SPL will be allocated to the employee and how many to the other parent (the employee can change the allocation by giving us a further written notice, and they do not have to use their full allocation);
- if the employee is claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
- how many weeks of available ShPP will be allocated to the employee and how much to the other parent. (the employee can change the allocation by giving us a further written notice, and they do not have to use their full



VIVOBAREFOOT

- allocation);
- an indication of the pattern of leave the employee is thinking of taking, including suggested start and end dates for each period of leave (see below for information on taking leave). This indication will not be binding at this stage, but employees are asked to give as much information as they can about their future intentions; and
 - declarations by the employee and the other parent that they both meet the statutory conditions to enable them to take SPL and ShPP.

Ending maternity leave

If the employee is the child's mother and wants to opt into the SPL scheme, they must give us at least eight weeks' written notice to end their maternity leave (a curtailment notice) before they can take SPL. The notice must state the date their maternity leave will end. The employee can give the notice before or after they give birth, but they cannot end their maternity leave until at least two weeks after birth.

The employee must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme or a written declaration that the other parent has given their employer an opt-in notice and that the employee has given the necessary declarations in that notice.

The other parent may be eligible to take SPL from their employer before the employee's maternity leave ends, provided the employee has given the curtailment notice.

The curtailment notice is binding and cannot usually be revoked. The employee can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:

- if the employee realises that neither the employee nor the other parent are in fact eligible for SPL or ShPP, in which case they can revoke the curtailment notice in writing up to eight weeks after it was given;



VIVOBAREFOOT

- if the employee gave the curtailment notice before giving birth, they can revoke it in writing up to six weeks after birth; or
- if the other parent has died.

Once the employee has revoked a curtailment notice, they will be unable to opt back into the SPL scheme (unless the second bullet point above applies).

Ending the employee's partner's maternity leave or pay

If the employee is not the mother, but the mother is still on maternity leave or claiming SMP or MA, they will only be able to take SPL once she has either:

- returned to work;
- given her employer a curtailment notice to end her maternity leave;
- given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
- given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

Evidence of entitlement

The employee must also provide on request:

- A copy of the birth certificate (or if they have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); and
- The name and address of the other parent's employer (or a declaration that they have no employer).

Booking SPL dates

Having opted into the SPL system, the employee must book their leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.

The period of leave notice can either give the dates the employee wants to take leave or, if the child has not been born yet, it can state the number of days after



birth that they want the leave to start and end. This may be particularly useful if the employee intends to take paternity leave starting on the date of birth and wish to take SPL straight afterwards.

Leave must be taken in blocks of at least one week.

If the employee's period of leave notice gives a single continuous block of SPL they will be entitled to take the leave set out in the notice.

If the period of leave notice requests split periods of SPL, with periods of work in between, we will consider the employee's request as set out below.

Employees can give up to three period of leave notices. This may enable them to take up to three separate blocks of SPL (although if they give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see below).

Procedure for requesting split periods of leave

In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. Employees should discuss this with their line manager and the People team in good time before formally submitting their period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with employees from the start.

If the employee wants to request split periods of SPL, they must set out the requested pattern of leave in their period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, the employee will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in their notice (for example, if they requested three separate periods of four weeks each, they will be combined into one 12-week period of leave).

Alternatively, the employee may:



- choose a new start date (which must be at least eight weeks after the date they submitted the notice requesting split periods of leave), and tell us within five days of the end of the two-week discussion period; or
- withdraw the notice and tell us within two days of the end of the two-week discussion period (in which case it will not be counted as a period of leave notice, and they may submit a new one if they choose).

Changing the dates or cancelling SPL

Employees can:

- cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice;
- change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier;
- change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier;
- combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, the employee must notify us in writing at least eight weeks before the original start/end date or the new start/end date, whichever is earlier; or
- request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, the employee must notify us in writing at least eight weeks before the original start/end date or the new start/end date, whichever is earlier. We do not have to grant their request but will consider it.



VIVOBAREFOOT

A notice to change or cancel a period of leave will count as one of the employee's three period of leave notices, unless:

- it is a result of the employee's child being born earlier or later than the EWC;
- the employee is cancelling a request for discontinuous leave within two days of the end of the two-week discussion period detailed above.
- it is at our request; or
- we agree otherwise.

Premature birth

Where the child is born early (before the beginning of the EWC), employees may be able to start SPL in the eight weeks following birth even though they cannot give eight weeks' notice. The following rules apply:

- If the employee has given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but their child is born early, they can move the SPL start date forward by the same number of days, provided they notify us in writing of the change as soon as they can. (If their period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary.)
- If their child is born more than eight weeks early and they want to take SPL in the eight weeks following birth, employees should submit their opt-in notice and their period of leave notice as soon as they can.

Shared parental pay

Employees may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by the employee or their partner) if they have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and their average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set



by the government each year.

Employees should tell us in their period of leave notice(s) whether they intend to claim ShPP during their leave (and if applicable, for what period). If it is not in their period of leave notice they can tell us in writing, at least eight weeks before they want ShPP to start.

Vivobarefoot offers the benefit of paying its employees with the required one year's service their normal pay, by topping up the statutory shared parental pay to reach their full salary, during the first 15 weeks (3 months) of shared parental leave, followed by statutory shared parental pay for the subsequent 22 weeks' shared parental leave, unless the employee has already benefited from enhanced maternity/adoption pay in relation to the same child.

Vivobarefoot offers the benefit of paying its employees with more than 3 years of service their normal pay, by topping up the statutory shared parental pay to reach their full salary, during the first 22 weeks (5 months) of shared parental leave, followed by statutory shared parental pay for the subsequent 15 weeks' shared parental leave, unless the employee has already benefited from enhanced maternity/adoption pay in relation to the same child.

Other terms and conditions during SPL

Employees' terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

Annual leave entitlement will continue to accrue at the rate provided under their contract. If the employee's SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting their leave can be carried over and must be taken immediately before returning to work unless their manager agrees otherwise. Employees should discuss their holiday plans with their manager in good time before starting SPL. All holiday dates are subject to approval by the employee's manager.

If the employee is a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on their normal salary,



VIVOBAREFOOT

in accordance with the pension scheme rules. Any employee contributions the employee makes will be based on the amount of any shared parental pay they are receiving, unless they inform the People team that they wish to make up any shortfall.

Keeping in touch

We may make reasonable contact with employees from time to time during their SPL although we will keep this to a minimum. This may include contacting them to discuss arrangements for their return to work.

Employees may ask or be asked to work (including attending training) on up to 20 “keeping-in-touch” days (KIT days) during their SPL. This is in addition to any KIT days that the employee may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with their line manager.

Vivobarefoot has no right to require employees to carry out any work and employees have no right to undertake any work during their parental leave. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between employees and Vivobarefoot.

Returning to work

If the employee wants to end a period of SPL early, they must give us eight weeks’ written notice of the new return date. If the employee has already given us three period of leave notices they will not be able to end their SPL early without our agreement.

If the employee wants to extend their SPL, assuming they still have unused SPL entitlement remaining, they must give us a written period of leave notice at least eight weeks before the date they were due to return to work. If the employee has already given us three period of leave notices they will not be able to extend their SPL without our agreement. The employee may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of the business.



VIVOBAREFOOT

VIVOBAREFOOT Ltd
28 Britton Street
London
EC1M 5UE
United Kingdom

The employee is normally entitled to return to work in the position they held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow the employee to return into the same position, we may give them another suitable and appropriate job on terms and conditions that are not less favorable, but only in the following circumstances:

- if the employee's SPL and any maternity or paternity leave they have taken adds up to more than 26 weeks in total (whether or not taken consecutively);
or
- if they took SPL consecutively with more than four weeks of ordinary parental leave.

If the employee decides they do not want to return to work, they should give notice of resignation in accordance with their contract. This will have an impact on the employee entitlement of shared parental pay.



VIVOBAREFOOT

Company Number: 3474829 • VAT Number: GB 704 7036 58

Redundancy

This policy sets out Vivobarefoot's approach to dealing with potential redundancies. This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors. It does not form part of employees' terms and conditions of employment and may be subject to change at the discretion of the company.

Although Vivobarefoot's policy is to avoid redundancies wherever possible, the needs of the business may from time to time require a reduction in the overall number of staff employed or organisational changes that result in some employees being made redundant.

Where this is necessary, the organisation will ensure that:

- the total number of redundancies made is kept to a minimum;
- employees and, where appropriate, their representatives are fully consulted on any proposals and their implementation;
- selection for redundancy is based on clear criteria and is undertaken fairly, reasonably and without discrimination;
- all reasonable efforts are made to redeploy or find suitable alternative work for employees selected for redundancy; and
- support and advice are provided to employees selected for redundancy to help them find suitable work when their employment has come to an end.

Avoiding Redundancies

We will consider taking other action to avoid redundancies and will minimise them wherever possible. The following list gives examples of some alternative approaches we may consider (taking account of business needs):

- cutting back on overtime;



- freezing salaries and delaying pay rises;
- re-deploying and/or retraining some employees;
- finding suitable alternative work to offer to some employees;
- inviting applications for voluntary redundancy;
- exploring job shares, short-time working and other types of flexible working
- limiting new recruitment; and/or
- looking at how we use consultants, self-employed contractors and agency staff.

Any measures adopted must not adversely affect Vivobarefoot's business and our ability to serve our customers

Consultation

Where it is not possible to avoid making compulsory redundancies, consultations will be carried out with individual employees as appropriate. Where it is proposed that 20 or more redundancies are required over a 90-day period, arrangements will be made for the election of employee representatives who will be consulted over the proposals and the general process to be followed. Individual employees will still be consulted in respect of their own particular circumstances.

Where employees are covered by trade union recognition

Appropriate consultations will be carried out with the specific unions in respect of any redundancy proposals. Individual employees will also be consulted in respect of their own particular circumstances.

Voluntary redundancy

In order to minimise the need for compulsory redundancies, Vivobarefoot may consider requests from employees for voluntary redundancies. The organisation reserves the right at its absolute discretion to decline requests for voluntary redundancy.



VIVOBAREFOOT

Redundancy selection

The criteria used in selecting employees for redundancy will depend on the existing circumstances and the particular needs of Vivobarefoot at the time. However, all reasonable efforts will be made to construct a fair, objective, transparent and robust set of criteria based on the skills required to meet Vivobarefoot's existing and anticipated business needs and following appropriate consultations.

In carrying out any redundancy exercise Vivobarefoot will not discriminate directly or indirectly on grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age. Part-time employees and those working under fixed-term contracts will not be treated differently to permanent, full-time comparators.

Individual employees who are provisionally selected for redundancy following the application of the criteria will be consulted individually.

Alternative work

Vivobarefoot will make all reasonable efforts to redeploy to suitable alternative work any employee who is selected for redundancy until their termination dates. Such employees will be informed of all the available vacancies within Vivobarefoot at the time of their selection and will be given an opportunity to discuss with their line manager which vacancies are likely to be suitable for them. While priority will be given wherever possible to employees under threat of redundancy, Vivobarefoot reserves the right to select the best available candidate in relation to any given vacancy. Alternative employment may be offered subject to a trial period where appropriate.

Time off work

An employee under notice of redundancy will be entitled to a reasonable amount of paid time off to look for alternative work, attend interviews, etc. Employees wishing to take advantage of this right should make the appropriate arrangements with their line manager.



VIVOBAREFOOT Ltd
28 Britton Street
London
EC1M 5UE
United Kingdom

Termination of employment

Where selection for redundancy is confirmed, employees selected for redundancy will be given notice of termination of employment in accordance with their contracts. Employees with two or more years' service may be entitled to a statutory redundancy payment. The amount of this payment will be confirmed when the employee is selected for redundancy and the sum, if payable, will be paid along with the employee's final salary payment or payment in lieu of notice.



VIVOBAREFOOT

Company Number: 3474829 • VAT Number: GB 704 7036 58

Grievance

Vivobarefoot believes that all employees should be treated fairly and with respect. If you are unhappy about the treatment that you have received or about any aspect of your work, or if you have any concerns, problems or complaint that arise during the course of your employment, you should discuss this with your line manager, who will attempt to resolve the situation on an informal basis. If you feel unable to approach your line manager directly, you should approach your Head of Department or someone in the People Team, who will discuss ways of dealing with the matter with you.

Where attempts to resolve the matter informally do not work, it may be appropriate for you to raise a formal grievance under this procedure. A formal grievance should be raised without unreasonable delay and should be concerned with the way in which you believe you have been treated by Vivobarefoot or managers acting on its behalf, colleagues or about any aspect of your work. (If your complaint relates to bullying or harassment on the part of a colleague, the matter should be dealt with under the bullying and harassment procedure.)

Complaints that amount to an allegation of misconduct on the part of another employee will also be investigated and dealt with under the disciplinary procedure. Complaints that you may have about any disciplinary action taken against you should be dealt with as an appeal under the disciplinary procedure.

Grievances raised while you are subject to disciplinary proceedings will usually be heard only when the disciplinary process has been completed. Insofar as a grievance has any bearing on the disciplinary proceedings, it can be raised as a relevant issue in the course of those proceedings.

Vivobarefoot recognizes that a formal grievance procedure can be a stressful and upsetting experience for all parties involved. Everyone involved in the process is entitled to be treated calmly and with respect. Vivobarefoot will not tolerate abusive or insulting behavior from anyone taking part in or conducting grievance procedures and will treat any such behavior as misconduct under the disciplinary procedure.



VIVOBAREFOOT

Grievances may be concerned with a wide range of issues, including the allocation of work, your working environment or conditions, the opportunities that you have been given for career development or the way in which you have been managed.

The right to be accompanied

You have the right to be accompanied by a fellow worker, trade union representative or trade union official at any grievance meeting or subsequent appeal. The trade union representative or official need not be an employee of Vivobarefoot, but if they are not a fellow worker or an employee of their union, Vivobarefoot may insist on them being certified by the union as being experienced or trained in accompanying employees at grievance hearings.

The choice of companion is a matter for you. Please note that individual workers are not obliged to agree to accompany you. Companions will be given appropriate paid time off to allow them to accompany colleagues at a grievance hearing or appeal hearing.

At any hearing or appeal hearing, your chosen companion will be allowed to address the meeting, respond on your behalf to any view expressed in the hearing, and sum up the case on your behalf. However, both the hearing and appeal hearing are essentially meetings between Vivobarefoot and you, so any questions put directly to you should be dealt with by you and not your companion.

Where the chosen companion is unavailable on the day scheduled for the meeting or appeal, the meeting will be rescheduled, provided that you can propose an alternative time within five working days of the scheduled date.

Accessibility



If any aspect of the grievance procedure causes you difficulty on account of any disability that you may have, or if you need assistance because English is not your first language, you should raise this issue with your line Manager, who will make appropriate arrangements.

Recording of meetings

It is not normally permitted to record electronically any meeting held by Vivobarefoot as part of the grievance procedure, in order to encourage openness and full participation by all parties during meetings. Any breach of this provision may lead to disciplinary action against you, up to and including dismissal.

Data protection

Vivobarefoot processes personal data collected during informal complaints and the formal grievance procedure in accordance with its data protection policy.

Conducting the grievance procedure

Making the complaint

The first stage of the grievance procedure is for you to put your complaint in writing. This written statement will form the basis of the subsequent hearing and any investigations, so it is important that you set out clearly the nature of your grievance and indicate the outcome that you are seeking. If your grievance is unclear, you may be asked to clarify your complaint before any meeting takes place.

Your complaint should be headed "Formal grievance" and sent to your Line Manager. If your complaint relates to the way in which you believe your Line Manager is treating you, the complaint may be sent to your Head of Department or Department Director.



Further attempts may be made to resolve the matter informally, depending on the nature of your complaint. However, if you are not satisfied with the outcome, you may insist on the matter proceeding to a full grievance hearing.

Before proceeding to a full grievance hearing, it may be necessary to carry out investigations of any allegations made by you, although the confidentiality of the grievance process will be respected, wherever possible. If any evidence is gathered in the course of these investigations, you will be given a copy long enough in advance of the hearing for you to consider your response. In exceptional circumstances, the evidence given by individuals may have to remain confidential. Where confidentiality is necessary, this will be explained to you and an appropriate summary of the evidence gathered will be given to you.

The grievance hearing

The hearing will be held as soon as is reasonably practicable and, subject to any need to carry out prior investigations. It will be conducted by your Line Manager and attended by a People representative. At the meeting, you will be asked to explain the nature of your complaint and what action you feel should be taken to resolve the matter. Where appropriate, the meeting may be adjourned to allow further investigations to take place.

You should ensure that you attend the meeting at the specified time. If you are unable to attend because of circumstances beyond your control, you should inform your Line Manager as soon as possible. If you fail to attend without explanation, or if it appears that you have not made sufficient attempts to attend, the hearing may take place in your absence.

While you will be given every opportunity to explain your case fully, you should confine your explanation to matters that are directly relevant to your complaint. Focusing on irrelevant issues or incidents that took place long before the matters in hand is not helpful and can hinder the effective handling of your complaint. The manager conducting the hearing will intervene if they think that the discussion is straying too far from the key issue. The manager may also intervene to ensure that the meeting can be completed within a reasonable timeframe, depending on the nature and complexity of your complaint.



VIVOBAREFOOT

Following the meeting, you will be informed in writing of the outcome within 7 working days and told of any action that Vivobarefoot proposes to take as a result of your complaint. You may discuss this outcome informally with either your Line Manager, your Head of Department or Department Director or someone from the People team.

If you are dissatisfied with the outcome, you may make a formal appeal.

Appeal.

Your appeal should be made in writing to either your Line Manager, who conducted the initial grievance hearing or your Head of Department. You should clearly state the grounds of your appeal, i.e. the basis on which you say that the result of the grievance was wrong or that the action taken as a result was inappropriate. This should be done within 7 working days of the written notification of the outcome of the grievance. An appeal meeting will be arranged to take place within 5 working days of the submission of your formal appeal, wherever possible.

You should ensure that you attend the meeting at the specified time. If you are unable to attend because of circumstances beyond your control, you should inform your Line Manager, or your Head of Department, of this as soon as possible. If you fail to attend without explanation, or if it appears that you have not made sufficient attempts to attend, the hearing may take place in your absence.

The appeal hearing will be conducted by your Head of Department or Director who will consider the grounds that you have put forward and assess whether or not the conclusion reached in the original grievance hearing was appropriate.

Following the appeal meeting, you will be informed of the outcome within 7 working days, wherever possible. The outcome of this meeting will be final.



Disciplinary

Vivobarefoot cares about the wellbeing of its employees. Therefore, we will apply this procedure fairly in all instances where disciplinary action is regarded as necessary by Vivobarefoot's management team.

Vivobarefoot reserves the right to implement the procedure at any stage as set out below considering the alleged misconduct of an employee. Employees will not ordinarily be dismissed for a first disciplinary offence. We will always try to administer this procedure in a fair, transparent and proper manner, and to deal with all matters sensitively and with respect for the privacy of everyone involved. In return, we ask that you treat any information communicated to you, or which comes to light or is obtained through the investigation of a disciplinary matter, as confidential.

This policy applies to employees and workers. It is non-contractual, and Vivobarefoot may make changes to it from time to time.

Informal Procedure

Wherever possible, we will try to deal with minor issues informally. You will be asked to attend an informal meeting so that we can discuss the concern with you. This meeting is aimed to provide guidance and advice to address the issue and we may put an improvement plan in place to try to avoid the need for more formal steps.

Where the improvement plan is not achieved or in more serious cases, the formal procedure will be applied instead.

Formal Procedure

Investigation

Your Line Manager, or a Head of Department, will promptly and thoroughly investigate any matter that is reasonably suspected or believed to contravene



any of Vivobarefoot's policies or rules or may otherwise be a disciplinary matter. You will be informed as soon as possible as to the fact of an investigation and when it has been concluded.

There may be instances where suspension is necessary while investigations are carried out. Where a period of suspension is considered necessary, it will be as brief as possible and kept under review. Suspension is not, in itself, a form of disciplinary sanction.

During this period of suspension, you are still under their Vivobarefoot employment contract and you will need to be available during working hours to attend possible meetings, and you will not be entitled to undertake any other work during the normal working hours. You must not enter any of the company's premises or undertake any activity connected with your work without prior approval. You will normally be granted access to the site in order to meet with your companion, and the line manager should be contacted about such an arrangement in advance.

Depending on the circumstances of the case, you may be invited to attend an investigatory interview. You will be informed at the outset that the interview is an investigatory interview. In other cases, the investigatory stage will involve the collation of evidence for use at any disciplinary hearing and will not involve an investigatory interview.

Procedure

Where, upon completion of an investigation, there are reasonable grounds to believe that there is a disciplinary case to answer, you will be invited to attend a disciplinary hearing before, where possible, your Line Manager or manager of a similar level or your Head of Department, or Director.

In the event of a disciplinary hearing taking place Vivobarefoot will:

- a. give you a minimum of five working days' notice of the hearing;



VIVOBAREFOOT

- b. tell you the purpose of the hearing, and that it will be held under this disciplinary procedure;
- c. explain your right to be accompanied at the hearing;
- d. give you written details of the nature of their alleged misconduct and its possible consequences; and
- e. provide to you all the relevant information not less than two working days in advance of the hearing.

You must make every effort to attend a disciplinary hearing. Where this is not possible, and you provide a good reason for failing to attend, the time and/or date of the hearing will be rearranged. Vivobarefoot will comply with (a) above in respect of giving notice of the rearranged hearing.

Unless there are special circumstances mitigating against it, if you are unable to attend the rearranged hearing, the rearranged hearing will take place in your absence. Your designated companion may attend in such circumstances and will be allowed the opportunity to present your case. You will also be allowed to make written submissions in such a situation.

Where your chosen companion is unavailable on the day scheduled for the hearing, you may request for the hearing to be rescheduled to an alternative time that is reasonable and within five working days of the scheduled date.

Role of companion

You have the right to be accompanied by a 'companion' who is either a colleague, a trade union representative, or an official employed by a trade union.

Your companion has the right to address the hearing to put forward the employee's case, sum up the case and respond on your behalf to any view expressed at the hearing. The companion may also confer with you during the hearing.



However, there is no requirement for Vivobarefoot to permit the companion to answer questions on your behalf, or to address the hearing where you indicate that you do not wish this.

The disciplinary hearing

A disciplinary hearing will normally be conducted by the your Line Manager and attended by one of Vivobarefoot People representative.

Any member of management responsible for the investigation of the disciplinary offence(s) shall not be a member of the panel, although such managers may present any relevant facts and material to the disciplinary hearing.

At the hearing, you will be given a full explanation of the case against you and you will have the possibility to set out your case and answer any allegations.

Vivobarefoot may adjourn the disciplinary proceedings if it appears necessary or appropriate to do so (including for the purpose of gathering further information). You will be informed of the likely period of any adjournment. If further information is gathered, you will be allowed a reasonable period of time, together with your companion, to consider the new information prior to the reconvening of the disciplinary proceedings.

As soon as possible after the conclusion of the disciplinary proceedings, the disciplinary Manager will convey the decision to you and will also inform you about what disciplinary action, if any, is to be taken. The decision will be confirmed in writing. You will be notified of your right of appeal under this procedure.

Disciplinary action

Where, following a disciplinary hearing, Vivobarefoot reasonably believes that you have committed a disciplinary offence, the following disciplinary action may be taken:



- a. Where a minor offence or offences have been committed, a recorded oral warning may be given. The warning will:
 - i. set out the nature of the offence committed and the change in behavior that is required (with timescales if relevant);
 - ii. inform you that further misconduct is liable to result in further disciplinary action under this procedure;
 - iii. specify the period for which the warning will remain "live", after such period the warning will automatically lapse; and
 - iv. state that you may appeal against the warning.

- b. Where either a more serious disciplinary offence has been committed or following a recorded oral warning that remains "live", a further minor offence or offences have been committed, you will receive a first written warning. The warning will:
 - i. set out the nature of the offence committed and the change in behavior that is required (with timescales if relevant);
 - ii. inform you that further misconduct is liable to result in further disciplinary action under this procedure;
 - iii. specify the period for which the warning will remain "live", after such period the warning will automatically lapse and
 - iv. state that you may appeal against the warning.

- c. Where a serious disciplinary offence has been committed, or, where you commit further disciplinary offences after a first written warning has been issued and remains "live", a final written warning may be given. Such a warning will:
 - i. set out the nature of the offence committed and the change in behavior that is required (with timescales if relevant);
 - ii. inform you that further misconduct is likely to result in their dismissal;
 - iii. specify the period for which the warning will remain "live", after such period /the warning will automatically lapse; and
 - iv. state that you may appeal against the warning.

- d. Where there is a case of further acts of misconduct, or a serious act of misconduct (these being an act or acts of misconduct other than gross



VIVOBAREFOOT

misconduct) following a final written warning given under c. above, Vivobarefoot may elect to dismiss with notice or payment in lieu of notice.

- e. Where Vivobarefoot reasonably believes that you have committed an act of gross misconduct, the employee may be summarily dismissed without notice.

The above sanctions may be imposed in conjunction with other forms of disciplinary action, or as an alternative to dismissal.

Expired warnings

Expired warnings, together with any associated documentation, will not be retained on your personnel record and will be destroyed and deleted.

Appeal

You have the right to appeal against any disciplinary sanction imposed against you.

You must provide written notice of the appeal within five working days of being informed of the disciplinary sanction being imposed against you. The appeal notice should state:

- a. the grounds of appeal; and
- b. whether you are appealing against the finding that they committed the alleged act or acts of misconduct, or against the level of disciplinary sanction imposed.

Wherever possible, the appeal will be considered by a senior manager who has not been involved in the decision to impose the disciplinary sanction.

The appeal hearing will normally take place within 14 days of receipt of your written notice of appeal. You are entitled to be accompanied to any appeal hearing by a companion.



At an appeal hearing, the appeal manager will consider any representations made by you, your companion and those of the manager who conducted the investigation and the manager who conducted the disciplinary hearing and imposed the disciplinary sanction.

Should any new evidence be introduced on appeal, you will be given the opportunity to consider it and raise comments. Once the relevant issues have been thoroughly explored, the appeal manager will decide whether or not to uphold the disciplinary sanction.

In the event that the appeal manager finds for you, the appeal manager may impose a lesser disciplinary sanction, or may decide that no disciplinary sanction should have been applied. If necessary, the appeal manager shall direct that the records of your disciplinary sanction are updated as appropriate.

In the event that the appeal manager does not find for you, the appeal manager must uphold the disciplinary sanction.

Upon completion of the appeal, the appeal manager will convey their decision to you. The decision will be confirmed in writing as soon as possible. Vivobarefoot's decision of the appeal will be final.

Where there is an appeal against a dismissal, you will not be entitled to be paid or reinstated (unless they are entitled to notice) between the date of dismissal and the conclusion of the appeal process. In the event however that the decision to dismiss is overturned on appeal, you will be reinstated with immediate effect and they will be paid for any period between the date of the original dismissal and the successful appeal decision. Their continuous service will not be affected.

Misconduct

Matters that Vivobarefoot views as amounting to disciplinary offences include (but are not limited to):

- persistent bad timekeeping;



- unauthorized absence;
- damage to the Vivobarefoot's property;
- failure to observe the Vivobarefoot's procedures, including in relation to equal opportunities and/or health and safety;
- abusive behavior;
- unreasonable refusal to follow an instruction issued by a manager or supervisor;
- absences that are not genuine or not for the reason provided;
- data protection breaches and misuse of the Vivobarefoot's information; and
- smoking in non-designated areas of the Vivobarefoot's premises.

Gross Misconduct

Gross misconduct is misconduct of such a serious and fundamental nature that it breaches the contractual relationship between you and Vivobarefoot.

In the event that an you commit an act of gross misconduct, Vivobarefoot will be entitled to terminate summarily your contract of employment without notice or pay in lieu of notice.

Matters that the Vivobarefoot views as amounting to gross misconduct include (but are not limited to):

- theft or fraud;
- other offences of dishonesty;
- falsification of a qualification that is a stated requirement of your employment or results in your financial gain;
- falsification of records including reports, accounts, expense claims or self-certification forms, whether or not for personal gain;
- data protection breaches, disclosure of company documents, trade secrets and other confidential information to unauthorized third parties;
- indecency and sexual misconduct at work;
- physical violence or bullying;



VIVOBAREFOOT

- deliberate damage to or misuse of property;
- gross insubordination;
- the use or distribution of illegal drugs while at work;
- serious incapability at work brought on by alcohol;
- possession, custody or control of illegal drugs on the Vivobarefoot's premises;
- serious breach of Vivobarefoot's rules, including, but not restricted to, health and safety rules and rules on computer use;
- gross negligence;
- conviction of a criminal offence that is relevant to your employment;
- deliberately accessing pornographic, offensive or obscene material;
- making covert recordings of colleagues or managers;
- conduct that brings Vivobarefoot's name into disrepute;
- unlawful discrimination or harassment; and
- bribery offences under the Bribery Act 2010.

Other acts of misconduct may come within the general definition of gross misconduct.

Data Protection

Overview

Vivobarefoot takes the security and privacy of your data seriously. We need to gather and use information or 'data' about you as part of our business and to



manage our relationship with you. We intend to comply with our legal obligations under the Data Protection Act 2018 (the '2018 Act') and the EU General Data Protection Regulation ('GDPR') in respect of data privacy and security. We have a duty to notify you of the information contained in this policy.

This policy applies to current and former employees, workers, volunteers, apprentices and consultants. If you fall into one of these categories, then you are a 'data subject' for the purposes of this policy. You should read this policy alongside your contract of employment (or contract for services) and any other notice we issue to you from time to time in relation to your data.

Vivobarefoot is a 'data controller' for the purposes of your personal data. This means that we determine the purpose and means of the processing of your personal data.

This policy explains how Vivobarefoot will hold and process your information. It explains your rights as a data subject. It also explains your obligations when obtaining, handling, processing or storing personal data in the course of working for, or on behalf of, Vivobarefoot.

This policy does not form part of your contract of employment (or contract for services if relevant) and can be amended by Vivobarefoot at any time. It is intended that this policy is fully compliant with the 2018 Act and the GDPR. If any conflict arises between those laws and this policy, Vivobarefoot intends to comply with the 2018 Act and the GDPR.

Data protection principles

Personal data must be processed in accordance with six 'Data Protection Principles' which we follow. These principles require personal data to be: processed fairly, lawfully and transparently; collected and processed only for specified, explicit and legitimate purposes; adequate, relevant and limited to what is necessary for the purposes for which it is processed; accurate and kept up to date; kept only for as long as is necessary for the purposes for which it is processed; and processed securely.



The kind of personal data that we hold about you

'Personal data' means information which relates to a living person who can be identified from that data (a 'data subject') on its own, or when taken together with other information which is likely to come into our possession. It includes any expression of opinion about the person and an indication of the intentions of us or others, in respect of that person. It does not include anonymised data.

This policy applies to all personal data whether it is stored electronically, on paper or on other materials.

This personal data might be provided to us by you, or someone else (such as a former employer, your doctor, or a credit reference agency), or it could be created by us. It could be provided or created during the recruitment process or during the course of the contract of employment (or services) or after its termination. It could be created by your manager or other colleagues.

We will collect and use the following types of personal data about you:

- recruitment information such as your application form and CV, references, qualifications and membership of any professional bodies and details of any pre-employment assessments;
- your contact details and date of birth;
- the contact details for your emergency contacts;
- your gender;
- your marital status and family details;
- information about your contract of employment (or services) including start and end dates of employment, role and location, working hours, details of promotion, salary (including details of previous remuneration), pension, benefits and holiday entitlement;
- your bank details and information in relation to your tax status including your national insurance number;
- your identification documents including passport and driving licence and information in relation to your immigration status and right to work for us;



VIVOBAREFOOT

- information relating to disciplinary or grievance investigations and proceedings involving you (whether or not you were the main subject of those proceedings);
- information relating to your performance and behaviour at work;
- training records;
- electronic information in relation to your use of IT systems/swipe cards/telephone systems;
- your images (whether captured on CCTV, by photograph or video); and
- any other category of personal data which we may notify you of from time to time.

'Special categories' of personal data are types of personal data consisting of information on: your racial or ethnic origin; your political opinions; your religious or philosophical beliefs; your trade union membership; your genetic or biometric data; your health, including an assessment as to whether you may have a disability, information on any medical conditions, and your health and sickness records; your sex life and sexual orientation; and criminal convictions and offences.

We may hold and use any of these special categories of your personal data in accordance with the law.

How we will use your personal data

Vivobarefoot will process your personal data (including special categories of personal data) in accordance with our obligations under the 2018 Act.

'Processing' means any operation which is performed on personal data such as: collection, recording, organisation, structuring or storage; adaption or alteration; retrieval, consultation or use; disclosure by transmission, dissemination or otherwise making available; alignment or combination; and restriction, destruction or erasure. This includes processing personal data which forms part of a filing system and any automated processing.

We will process your personal data (including special categories of personal data) in accordance with our obligations under the 2018 Act.

We will use your personal data for performing the contract between us, complying with any legal obligation(s), or as necessary for our legitimate interests



VIVOBAREFOOT

(or for the legitimate interests of someone else) as long as your interests and rights do not override those interests.

While likely to be rare, we may also use your personal data for protecting your interests (or someone else's interests), or where it is needed in the public interest or for official purposes

We can process your personal data for these purposes without your knowledge or consent. We will not use your personal data for an unrelated purpose without telling you about it and the legal basis for processing on which we intend to rely.

If you choose not to provide us with certain personal data you should be aware that we may not be able to carry out certain parts of the contract between us. For example, if you do not provide us with your bank account details we may not be able to pay you. It might also stop us from complying with certain legal obligations and duties which we have such as to pay the right amount of tax to HMRC or to make reasonable adjustments in relation to any disability you may suffer from.

Examples of when we might process your personal data

We have to process your personal data in various situations during your recruitment, employment (or engagement) and even following termination of your employment (or engagement).

For example:

- to decide whether to employ (or engage) you;
- to decide how much to pay you, and the other terms of your contract with us;
- to check you have the legal right to work for us;
- to carry out the contract between us including where relevant, its termination;
- training you and reviewing your performance;
- to decide whether to promote you;
- to decide whether and how to manage your performance, absence or conduct



VIVOBAREFOOT

- to carry out a disciplinary or grievance investigation or procedure in relation to you or someone else;
- to determine whether we need to make reasonable adjustments to your workplace or role because of your disability;
- to monitor diversity and equal opportunities;
- to monitor and protect the security (including network security) of Vivobarefoot, of you, our other staff, customers and others;
- to monitor and protect the health and safety of you, our other staff, customers and third parties;
- to pay you and provide pension and other benefits in accordance with the contract between us;
- paying tax and national insurance;
- to provide a reference upon request from another employer;
- to pay trade union subscriptions;
- monitoring compliance by you, us and others with our policies and our contractual obligations;
- to comply with employment law, immigration law, health and safety law, tax law and other laws which affect us;
- to answer questions from insurers in respect of any insurance policies which relate to you;
- running our business and planning for the future;
- the prevention and detection of fraud or other criminal offences;
- to defend Vivobarefoot in respect of any investigation or litigation and to comply with any court or tribunal orders for disclosure; and
- for any other reason which we may notify you of from time to time.

We will only process special categories of your personal data (see above) in certain situations in accordance with the law. For example, we can do so if we have your explicit consent. If we asked for your consent to process a special category of personal data then we would explain the reasons for our request. You do not need to consent and can withdraw consent later if you choose by contacting Valentina Soricaro.

We may also process special categories of your personal data for the following purposes, in which case we will not need your consent: where it is necessary for carrying out rights and obligations in connection with your employment or



VIVOBAREFOOT

engagement, or in accordance with the law (including employment law); where it is needed in the public interest, such as for equal opportunities monitoring; and where processing is necessary for the purposes of occupational medicine or for the assessment of your working capacity.

Less commonly, we may process special categories of your personal data: where it is needed to protect your vital interests or those of another person where you/they are not capable of giving consent; where you have already made the information public; or where processing is necessary for the establishment, exercise or defense of legal claims.

We may also process such data about current and former employees, workers, contractors, and consultants in the course of legitimate business activities with appropriate safeguards.

We might process special categories of your personal data for the purposes iparagraph 5.2 above.

In particular, we will use information in the following ways:

- we will use information relating to leaves of absence, which may include sickness absence or family related leave, to comply with our legal obligations, including in relation to employment law and our contractual obligations;
- we will use information about your physical or mental health, or disability status, to ensure your health and safety in the workplace and to assess your fitness to work, to provide appropriate workplace adjustments, to monitor and manage sickness absence. We will also do so in order to administer benefits including statutory maternity pay, statutory sick pay, pensions and permanent health insurance;
- we will use information about your race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation, to ensure meaningful equal opportunity monitoring and reporting; and
- we will use trade union membership information to register the status of a protected employee and to comply with employment law obligations.
- We do not take automated decisions about you using your personal data or use profiling in relation to you.
- We do not envisage that we will hold information about criminal convictions. However, we will notify you in writing if this position changes.



VIVOBAREFOOT

Sharing your personal data

Sometimes we might share your personal data with group companies or third-party service providers (including contractors and designated agents) to carry out our obligations under our contract with you or for our legitimate interests. We require those companies to keep your personal data confidential and secure and to protect it in accordance with the law and our policies. They are only permitted to process your data for the lawful purpose for which it has been shared and in accordance with our instructions.

The following activities are carried out by third-party service providers: payroll and pension administration, accounting, IT support, and benefits provision. These activities are currently carried out by Blick Rothenberg, Royal London, NetSuite, Netstar and ASE Corporate Eyecare, respectively, although these providers are subject to change. We also use third-party software to assist with people administration (currently PeopleHR and Happiness Index) and performance management (currently OpenBlend). All our third-party service providers are required to take appropriate security measures to protect your personal data.

We may share your personal data with other third parties, for example in the context of the possible sale, outsourcing, merger or restructuring of the business. In this situation we will, so far as possible, only share anonymised data with the other parties before the transaction completes. Once the transaction is completed, we will share your personal data with the other parties if and to the extent required under the terms of the transaction.

We may also need to share your personal data with a regulator or to otherwise comply with the law (including our contractual obligations). This may include making returns to HMRC, seeking advice from our lawyers and accountants, sharing information about your national or ethnic origin to our customers where this is required by them under our service agreement, and disclosures to shareholders such as directors' remuneration reporting requirements. We require those third parties to keep your personal data confidential and secure and to protect it in accordance with the law. They are only permitted to process your data for the lawful purpose for which it has been shared and in accordance with our instructions.



VIVOBAREFOOT

We do not send your personal data outside the European Economic Area. If this changes you will be notified of this and the protections which are in place to protect the security of your data will be explained.

Data security

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorized way, altered or disclosed, for example, through the use of two-factor authentication. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

How long will you use my data for?

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymize your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you. Once you are no longer an employee, worker or contractor of the company we will retain and securely destroy your personal information in accordance with applicable laws and regulations.

How should you process personal data for Vivobarefoot?



VIVOBAREFOOT

Everyone who works for, or on behalf of, Vivobarefoot has some responsibility for ensuring data is collected, stored and handled appropriately, in line with this policy (and in line with any other policies relating to data or data security that may be in place from time to time).

The People team is responsible for reviewing this policy and updating the Board of Directors on Vivobarefoot's data protection responsibilities and any risks in relation to the processing of data.

Greg Banford is our Data Officer. You should direct any questions in relation to this policy or data protection to him or the People Team.

You should only access personal data covered by this policy if you need it for the work you do for, or on behalf of Vivobarefoot and only if you are authorised to do so. You should only use the data for the specified lawful purpose for which it was obtained.

You should not share personal data informally.

You should keep personal data secure and not share it with unauthorised people.

You should regularly review and update personal data which you have to deal with for work. This includes telling us if your own contact details change.

You should not make unnecessary copies of personal data and should keep and dispose of any copies securely.

You should use strong passwords.

You should lock your computer screens when not at your desk.

Consider anonymising data or using separate keys/codes so that the data subject cannot be identified.

Do not save personal data to your own personal computers or other devices.

Personal data should never be transferred outside the European Economic Area except in compliance with the law and authorisation of Valentina Soricaró.

You should lock drawers and filing cabinets. Do not leave paper with personal data lying about.

You should not take personal data away from Company's premises without authorisation from your line manager or Data Protection Officer.

Personal data should be shredded and disposed of securely when you have finished with it.

You should ask for help from our Data Protection Officer if you are unsure about data protection or if you notice any areas of data protection or security we can improve upon.



VIVOBAREFOOT

Any deliberate or negligent breach of this policy by you may result in disciplinary action being taken against you in accordance with our disciplinary procedure. It is a criminal offence to conceal or destroy personal data which is part of a subject access request (see below). This conduct would also amount to gross misconduct under our disciplinary procedure, which could result in your dismissal.

How to deal with data breaches

We have robust measures in place to minimize and prevent data breaches from taking place. Should a breach of personal data occur (whether in respect of you or someone else) then we must take notes and keep evidence of that breach. If the breach is likely to result in a risk to the rights and freedoms of individuals, then we must also notify the Information Commissioner's Office within 72 hours.

If you are aware of a data breach you must contact Greg Banford or the People Team immediately and keep any evidence, you have in relation to the breach.

Subject access requests

Data subjects can make a 'subject access request' ('SAR') to find out the information we hold about them. This request must be made in writing. If you receive such a request, you should forward it immediately to the Data Protection Officer who will coordinate a response.

If you would like to make a SAR in relation to your own personal data you should make this in writing to The People Team. We must respond within one month unless the request is complex or numerous in which case the period in which we must respond can be extended by a further two months.

There is no fee for making a SAR. However, if your request is manifestly unfounded or excessive we may charge a reasonable administrative fee or refuse to respond to your request.

Your data subject rights

You have the right to information about what personal data we process, how and on what basis as set out in this policy.



VIVOBAREFOOT

VIVOBAREFOOT Ltd
28 Britton Street
London
EC1M 5UE
United Kingdom

You have the right to access your own personal data by way of a subject access request (see above).

You can correct any inaccuracies in your personal data. To do so you should contact the People Team.

You have the right to request that we erase your personal data where we were not entitled under the law to process it or it is no longer necessary to process it for the purpose it was collected. To do so you should contact The People Team. While you are requesting that your personal data is corrected or erased or are contesting the lawfulness of our processing, you can apply for its use to be restricted while the application is made. To do so you should contact The People Team.

You have the right to object to data processing where we are relying on a legitimate interest to do so and you think that your rights and interests outweigh our own and you wish us to stop.

You have the right to object if we process your personal data for the purposes of direct marketing.

You have the right to receive a copy of your personal data and to transfer your personal data to another data controller. We will not charge for this and will in most cases aim to do this within one month.

With some exceptions, you have the right not to be subjected to automated decision-making.

You have the right to be notified of a data security breach concerning your personal data.

In most situations we will not rely on your consent as a lawful ground to process your data. If we do however request your consent to the processing of your personal data for a specific purpose, you have the right not to consent or to withdraw your consent later. To withdraw your consent, you should contact The People Team.

You have the right to complain to the Information Commissioner. You can do this by contacting the Information Commissioner's Office directly. Full contact details including a helpline number can be found on the Information Commissioner's Office website (www.ico.org.uk). This website has further information on your rights and our obligations.



VIVOBAREFOOT

VIVOBAREFOOT Ltd
28 Britton Street
London
EC1M 5UE
United Kingdom

HEALTHY PLANET



VIVOBAREFOOT

Company Number: 3474829 • VAT Number: GB 704 7036 58