



Employee Handbook

(Version 7.1)



DOCUMENT CONTROL

Version History

Version	Date	Author	Comments
V 5.0	20/07/2020	Faye Lygo	Nil
V 5.1	24/02/2021	Faye Lygo	Added clauses
V 6.0	02/03/2021	Faye Lygo	Added clauses and small amendments
V 6.1	29/03/2021	Faye Lygo	Added clauses and small amendments
V 7.0	30/04/2021	Liz Bazin	Company name change only
V 7.1	11/05/2022	Liz Bazin	Amended pension information

Approval

Version	Date	Approved by
V 5.0	17/07/2020	Lisa Whiffen, Managing Partner
V 6	02/03/2021	Lisa Whiffen, Managing Partner

Document Ownership & Review

Document owner:	Lisa Whiffen, Managing Partner	
Policy author:	Faye Lygo, Solicitor	
Endorsing committee:	CWC Board	
Regular oversight:	HR	
Date last reviewed:	October 2021	
Review frequency:	Annual	
Next review date:	October 2022	
Classification:	Un-classified	

Contacts

Board	Lisa Whiffen and Gordon Kilpatrick (Managing Partners)	
Data Protection Officer	Faye Lygo	
Finance	Emma Free	
Head of Diversity	Lisa Whiffen	



Health & Safety Officer	Faye Lygo	
IT	Gordon Kilpatrick	
HR	Faye Lygo - Faye.lygo@cwc.co.uk	
Whistleblowing Officer	Lisa Whiffen - Lisa.whiffen@cwc.co.uk	



INTRODUCTION

1. WELCOME TO CROSSWIND CONSULTING LLP

- 1.1 CrossWind Consulting (CWC) have created this handbook as a guide to the company's policies with the aim to ensure that all employees have access to company rules and procedure. This guide will act as a supplement to your contractual agreement with CWC and outline our company's values and business practices.
- 1.2 The aims of CWC as an organisation are:
 - To provide exceptional solutions, services and talent to organisations in financial services and regulated industries
 - To uphold our market longevity and success from a business model founded on pragmatism, flexibility and innovation
 - To provide a safe and progressive workplace for all employees
- 1.3 The value CWC place on its employees is demonstrated through their attitude to maintaining a strong working relationship and providing support to all employees. CWC hope that by achieving these goals they will provide a platform for professional development alongside a positive work environment. The intention of this document is to outline the ways in which CWC aims to support its employees. It does this by identifying best practices, workplace behaviours and, obligations between the parties.

2. USING THE EMPLOYEE HANDBOOK

- 2.1 This handbook sets out links to our main policies and procedures that will help you while working for us. Please let us know if you have any questions regarding the content of this handbook, or the policies referred to in it. You may wish to ask the HR in the first instance, although the managing partners are always accessible and available to help.
- 2.2 The policies and procedures referred to in this handbook apply to all employees unless otherwise indicated (collectively referred to as employees in this handbook), but do not apply to agency workers, or self-employed consultants or contractors. They do not form part of the terms of your contract with us, unless otherwise specified.

3. RESPONSIBILITY FOR THE EMPLOYEE HANDBOOK

- 3.1 Our board of directors (the board) has overall responsibility for the operation of this handbook and for ensuring that the policies and procedures comply with our legal and ethical obligations as well as ensuring that all those to whom it applies to, comply with it. The board has delegated day-to-day responsibility for the operation of our policies and procedures to HR.
- 3.2 This handbook, including all the policies contained within, will be reviewed annually by HR to ensure that its provisions continue to meet our company ethos, as well as our legal obligations and reflect best practice.
- 3.3 All employees have a collective responsibility to operate in accordance with the provisions set out in this handbook, to ensure that everyone can act in accordance with its aims and objectives, understands the flexible- and collaborative nature of working at CWC, as well as the behaviour expected of them and to take action when support is needed.



3.4 Employees are also encouraged to submit any comments or proposals with regard to this handbook or any of its content.

4. PERSONAL DATA

Whenever we process personal data about you in connection with our policies, we will process it in accordance with our Data Protection Policy. We will only process your personal data if we have a lawful basis for doing so. We will notify you of the purpose or purposes for which we use it. Please see the Privacy Data Notice for further information, a copy of which is available on request.

5. EMERGENCY CONTACT DETAILS

HR is responsible for maintaining up-to-date details of your home address and the emergency contact telephone numbers of the person/s you would like us to contact in the event of an emergency, for example if you have an accident. This information is held in confidence and will only be used when needed, so please keep us updated as to any changes.



TERMS OF EMPLOYMENT

1 ABOUT THESE TERMS OF EMPLOYMENT

- 1.1 These terms are supplementary to your contract of employment with us, although where there is conflict between the terms and your contract of employment, the contract of employment takes precedence.
- 1.2 These terms cover all employees.
- 1.3 These terms form part of your contract of employment.

2 PROBATION

- 2.1 Any relevant period of probation set out in your contract of employment is an opportunity to understand what is required of you in your role and demonstrate you are able to apply the performance, behaviours and attendance levels required. It also gives us an opportunity to provide any relevant training and coaching, discuss progress in the role and ascertain whether this is the right role for you.
- 2.2 During your probationary period you can expect HR to outline standards required, provide training and support where needed, and review and discuss your progress.
- 2.3 We expect you to talk to HR if you are unclear about the standards, or are finding it difficult to perform to the standards required, apply any training, coaching or other support provided to help you, and take personal responsibility for undertaking your role to a satisfactory standard.
- 2.4 Towards the end of your probationary period, HR will meet with you and will decide whether you have successfully completed the probationary period, or extend the probationary period, or end your employment.

3 JOB TITLE AND DESCRIPTION

- 3.1 Your initial job title and description are set out in your contract of employment and may change over the course of your employment. We may make changes to your job title or duties where reasonable to do so, by agreement between the parties or after a notice period required under law.
- 3.2 During the Appointment you shall:
 - (a) unless prevented by incapacity, devote your whole time, attention and abilities to our business and that of any group company; promptly, efficiently and to the highest professional standards relevant to your area of expertise in good faith and with due care and attention as befitting a professional diligently exercise such powers and perform such duties as may from time to time be assigned to you by us together with such person or persons as we may appoint to act jointly with you;
 - (b) comply with all reasonable and lawful directions given to you by us;
 - (c) promptly make such reports to us in connection with our affairs or any group company on such matters and at such times as are reasonably required;
 - (d) report your own wrongdoing and any wrongdoing or proposed wrongdoing of any other worker, employee or director of ours or any group company to us immediately on becoming aware of it; and



- (e) use your best endeavours to promote, protect, develop and extend our business or any group company business;
- (f) attend an induction/ briefing session with us or our client/s, as appropriate.
- 3.3 You shall comply with our anti-corruption and bribery policy and related procedures at all times.
- 3.4 We take a zero-tolerance approach to tax evasion. You must not engage in any form of facilitating tax evasion, whether under UK law or under the law of any foreign country. You must immediately report to HR or one of the Managing Partners any request or demand from a third party to facilitate the evasion of tax or any concerns that such a request or demand may have been made. You must at all times comply with our [anti-facilitation of tax evasion policy OR anti-corruption and bribery policy].
- 3.5 You shall comply with any rules, regulations, policies, procedures and practices communicated to you or on display in the office or in the SharePoint sites (or equivalent), including those set out in this handbook.
- 3.6 All documents, manuals, hardware and software provided for your use by us, and any data or documents (including copies) produced, maintained or stored on our computer systems or other electronic equipment (including mobile phones), remain our property.
- 3.7 Unless it has been specifically authorised to do so by us in writing, you shall not:
 - (a) have any authority to incur any expenditure in our name of or for our account; or
 - (b) hold yourself out as having authority to bind us.

4 HOURS AND PLACE OF WORK

HOURS OF WORK

- 4.1 Your normal hours of work are detailed in your contract of employment; it is your responsibility to ensure that you attend punctually for work and follow all timekeeping and absence procedures. In order to complete all work, you may be required to work additional hours intermittently.
- 4.2 If you are unable to attend work, or are going to be late, or need to leave early, we would expect you to inform HR and make up your absence appropriately.
- 4.3 Persistent lateness, unacceptable levels of absence and/or unauthorised absence may result in a disciplinary warning or dismissal, depending on the circumstances.

PLACE OF WORK

- 4.4 You agree to travel on our or any group company's business (both within the United Kingdom or abroad) as may be required for the proper performance of your duties under this employment.
- 4.5 We will inform you in advance of your being required to work at other locations, where reasonable travel expenses will be reimbursed, in the event the journey incurs costs above those incurred attending the primary place of work.



5 RESPONSIBILITES AND WARRANTIES

RESPONSIBILITES

- 5.1 The roles and responsibilities that you are expected to fulfil are set out in your contract of employment and in this handbook and we expect employees to follow the highest standards in work undertaken and general behaviour.
- 5.2 You can expect us to fulfil our obligations to you under the contract of employment. In addition to these our working practices are contained in the body of this handbook.

5.3 You shall not:

- (a) discuss with our clients or any other worker, the terms of your contract of employment or this handbook;
- (b) use any facilities provided to you by us or our clients for any purpose other than is authorised;
- (c) do any act that is in conflict with the best interests of us or our clients.

WARRANTIES

You represent and warrant to us that:

- 5.4 By entering into this employment or performing any of your obligations in relation to your employment with us, you will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on you and you undertake to indemnify us against any claims, costs, damages, liabilities or expenses which we may incur as a result if you are in breach of any such obligations.
- 5.5 You are entitled to work in the United Kingdom without any additional approvals and will notify us immediately if you cease to be so entitled during this employment and undertake to indemnify us against any claims, costs, damages, liabilities or expenses which we may incur as a result of you being in breach of any such obligations or in respect of any non-UK tax status.
- You have not been convicted of, and no charge is pending for, any criminal offence that may reasonably affect our decision to engage you or our client's decision to allow you access to its site, systems, information or property for the purposes of supplying our services, where relevant and you agree that if you are convicted of a criminal offence after the commencement of your employment with us you will notify us immediately of such conviction.

6 SALARY & REVIEW

SALARY

- 6.1 Your pay comprises an annual base salary and any other entitlements to other allowances that are stated in your offer contract of employment. Your base salary is pensionable and any allowances or discretionary bonuses are non-pensionable, unless stated otherwise.
- 6.2 Payments will be payable into any UK bank account held in your name. Your annual salary will be paid in 12 equal monthly instalments on the last working day of the month.
- 6.3 The payment period and/or date of your first salary payment may vary depending on the date in the month you join. Any mid-month salary adjustments are calculated on a daily basis at a rate of 1/260th of salary.



- 6.4 You must notify HR of the appropriate details of your bank account to enable your salary to be paid into your account on time.
- 6.5 Your pay is subject to statutory deductions of income tax and employee national insurance contributions and any other deductions that we may be obliged to make or you agree in writing that we may make. You will receive a monthly pay statement detailing gross pay and deductions by setting up an account with MyePayWindow.
- 6.6 We may deduct from your salary, or any other sums owed to you, any money owed to us by you.
- 6.7 You understand and agree that any additional remuneration paid to you in the form of bonuses or other similar incentive remuneration will rest in the sole discretion of us and that you will not earn or accrue any right to incentive remuneration by reason of your employment.
- 6.8 Any of our discretionary benefits are subject to change, without compensation.

SALARY REVIEW

- 6.9 We review current rates of pay from time to time.
- 6.10 Any changes to your base salary will be notified to you in writing.

7 EXPENSES

- 7.1 We shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by you in the course of the Appointment, subject to production of VAT receipts or other appropriate evidence of payment.
- 7.2 You shall abide by our Expenses Policies as amended from time to time.

8 OVERTIME AND ADDITIONAL HOURS

- 8.1 In the course of your employment you may be required to undertake ad-hoc duties and fulfil those duties outside of normal office hours, at the discretion of HR. This is not expected to be regular or excessive and you have the right to reasonably refuse this should you have other commitments or responsibilities.
- 8.2 You may be asked to opt out of the Working Hours Regulation 1998 to fulfil this obligation on a temporary basis, however, you reserve the right to refuse this at your own discretion.

9 INCORRECT PAY AND DEDUCTIONS FROM PAY

- 9.1 If, through error, you receive less/more than your contractual pay and/or allowances, we will pay you what is due/deduct the overpayment(s) from your salary on the first pay-day after you have notified us of, or we have identified, the error. If we overpay your final salary (or other payments due) or if you are under a repayment schedule when your employment ends, you agree to repay what you owe and you will need to do so.
- 9.2 On termination of employment where you have taken more annual leave than your pro rata entitlement for the year, we will deduct the appropriate amount from your final pay. If this is not possible, you agree to repay the appropriate amount. Salary adjustments are calculated on a daily basis at a rate of 1/260th of salary.



- 9.3 On termination of employment If you have taken less annual leave than your pro rata entitlement you may be required to use any remaining annual leave entitlement during your notice period. Alternatively, if we, in our sole discretion, consider it is not practical for you to take the outstanding days during your notice period, we will pay you in lieu of outstanding annual leave entitlement, plus any annual leave permitted to be carried over from previous years under this handbook or as required by law. We will not make payments or deductions for any public or bank holidays you have accrued or taken beyond your working entitlement.
- 9.4 If you are summarily dismissed or leave us without giving notice, you will not be entitled to any payment for accrued annual leave or pay, including any accumulated lieu days due or rest working days.

10 ANNUAL LEAVE

- 10.1 Our annual leave year runs between January and December. If the Appointment commences or terminates part way through the year, your entitlement during that year shall be calculated on a prorata basis.
- 10.2 You shall abide by our Annual Leave Policy as amended from time to time.

11 CONFLICTS OF INTEREST

- 11.1 Before beginning your employment, and at any time during your employment, you may be required to declare any current and/or former membership's, affiliations, employments with, any group, associations, private or publicity held position which may create a conflict of interest with us and/or our activities and/or reputation. Details of potential conflicts of interest will be distributed to employees from time to time.
- During the term of your active employment with us, it is understood and agreed that any business opportunity relating to or similar to the our actual or reasonably anticipated business opportunities (with the exception of personal investments in less than 5% of the equity of a business, investments in established family businesses, real estate, or investments in stocks and bonds traded on public stock exchanges) coming to your attention, is an opportunity belonging to us. Therefore, you will advise us of the opportunity and cannot pursue the opportunity, directly or indirectly, without our written consent.
- 11.3 During the term of your active employment with us, you will not, directly or indirectly, engage or participate in any other business activities that we, in our reasonable discretion, determine to be in conflict with the best interests of our business without our written consent.

12 PENSIONS

- 12.1 We will comply with the employer pension duties in accordance with Part 1 of the Pensions Act 2008.
- 12.2 The CWC workplace pension scheme is with NEST. NEST is a government run qualifying earnings scheme and more information can be found at www.nestpensions.org.uk. Subject to meeting the eligibility requirements, you will be automatically enrolled after 90 days of continuous service.
- 12.3 Should you decide to opt out of NEST, you must contact them to do so. You should opt-out prior to the payroll being processed otherwise NEST may retain any contributions paid to date. Opt-out cannot occur until the employee had been enrolled and our contributions will only stop once NEST advise us to do so. If an employee successfully opts out of the NEST pension, they will receive the employer contribution amount in lieu as a separate payment on their payslip. For the year 2022-23 this equates to £110.07 per month.



13 TERMINATION

PAYMENT IN LIEU OF NOTICE

- 13.1 We may, in our sole and absolute discretion, terminate your employment at any time and with immediate effect by notifying you that we are exercising our right and that we will make within the next calendar month a payment in lieu of notice (Payment in Lieu), or the first instalment of any Payment in Lieu, to you. This Payment in Lieu will be equal to the basic salary (as at the date of termination) which you would have been entitled to receive under your employment during any notice period specified in your engagement contract (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions. For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:
 - (a) any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;
 - (b) any payment in respect of benefits which you would have been entitled to receive during the period for which the Payment in Lieu is made; and
 - (c) any payment in respect of any annual leave entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 13.2 We may pay any sums due on the last day of the month in which the notice period referred to above would have expired if notice had been given. You shall be obliged to seek alternative income during this period and to notify us of any income so received. The instalment payments shall then be reduced by the amount of such income.
- 13.3 You shall have no right to receive a Payment in Lieu unless we have exercised our discretion and nothing shall prevent us from terminating your employment in breach.
- 13.4 You shall not be entitled to any Payment in Lieu if we would otherwise have been entitled to terminate your employment without notice. In that case we shall also be entitled to recover from you any Payment in Lieu (or instalments thereof) already made.

TERMINATION WITHOUT NOTICE

- 13.5 We may also terminate your employment with immediate effect without notice and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination) if you:
 - (a) are guilty of any gross misconduct affecting our business or any group company or our clients;
 - (b) commit any serious or repeated breach or non-observance of any of the provisions of your employment or refuses or neglects to comply with any reasonable and lawful directions by us, to include working elsewhere without requisite consent;
 - (c) are, in our reasonable opinion of, negligent and incompetent in the performance of your duties;
 - (d) are declared bankrupt or makes any arrangement with or for the benefit of your creditors or has a county court administration order made against you under the County Court Act 1984;
 - (e) are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed) or any offence under any regulation or legislation relating to insider dealing;



- (f) cease to hold a professional qualification relevant to role;
- (g) are, in the opinion of a medical practitioner who is treating you physically or mentally incapable of performing their duties and may remain so for more than three months and the medical practitioner has given a medical opinion to us to that effect;
- (h) cease to be eligible to work in the United Kingdom;
- (i) are guilty of any fraud or dishonesty or acts in any manner which in our opinion brings or is likely to bring you or us or any group company or the our clients into disrepute or is materially adverse to our interests or any group company or our clients;
- (j) are in breach of our anti-corruption and bribery policy and related procedures;
- (k) are in breach of your contractual obligations;
- (I) are guilty of a serious breach of any rules issued by us from time to time regarding its electronic communications systems; or
- (m) are unable by reason of Incapacity to perform your duties under this employment for an aggregate period of 26 weeks in any 52-week period.
- Our rights are without prejudice to any other rights that it might have at law to terminate your employment or to accept any breach of the terms of your employment by you as having brought your employment to an end. Any delay by us in exercising our rights to terminate shall not constitute a waiver thereof.

OBLIGATIONS ON TERMINATION

- 13.7 On termination of your employment (however arising) you shall:
 - (a) immediately deliver to us all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of us, or any group company, or our clients or their business contacts, any keys, credit card and any other property of our or any group company including any car provided to you, which is in your possession or under your control;
 - (b) irretrievably delete any information relating to the business of ours or any group company or our clients stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession or under your control outside our premises; and
 - (c) provide a signed statement that you have complied fully with your obligations under this clause together with such reasonable evidence of compliance as we may request.
- 13.8 On termination of your employment however arising you shall not be entitled to any compensation for the loss of any rights or benefits under any share option, bonus, long-term incentive plan or other profit sharing scheme operated by us or any group company in which you may participate.
- Once notice has been given by either party for any reason, we both agree to execute our respective duties and obligations under this clause diligently and in good faith through to the end of the notice.
- 13.10 Even though your employment may have been terminated, any term of employment intended to have effect following termination, shall survive and continue in effect; each portion of this clause, defined by punctuation and paragraphs, is separate, distinct and severable and to give meaning to the intention of



the parties the Court may modify any portion that may otherwise be void; subject thereto, any void portion may be severed and the remaining provisions shall continue in force.

14 NON-SOLICITATION

- 14.1 You understand and agree that any attempt on your part to induce other employees or consultants or contractors, to leave our employ, or any effort by you to interfere with our with its other employees, consultants and contractors would be harmful and damaging to us. You agree that during your term of employment with us and for a period of six (6) months after the end of that term, you will not in any way, directly or indirectly:
 - (a) induce or attempt to induce any of our employees or consultants or contractors to quit employment, engagement or retainer with us;
 - (b) otherwise interfere with or disrupt our relationship with our employees, consultants and contractors;
 - (c) discuss employment or engagement opportunities or provide information about competitive employment or engagement to any of our employees, consultants or contractors; or
 - (d) solicit, entice, or hire away any of our employee, consultant or contractor for the purpose of an employment or engagement opportunity that is in competition with us.
- 14.2 This non-solicitation obligation as described in this section will be limited to employees, consultants or contractors who were our employees, consultants or contractors during the period that you were employed by us.
- During the term of your active employment with us, and for six (6) months thereafter, you will not divert or attempt to divert from us any business we had enjoyed, solicited, or attempted to solicit, from our clients, prior to termination or expiration, as the case may be, of your employment with us.

15 HEALTH & SAFETY

- 15.1 You must comply with our Health and Safety Policy (which can vary from time to time) during the course of your employment with us.
- 15.2 You must also comply with our client's health and safety policies, instructions or arrangements applicable to your roles during the course of your employment with us.
- 15.3 Failure to follow any of our and/or our client's (as relevant) health and safety policies, procedures and rules may lead to disciplinary action, which could result in your dismissal.

16 INCAPACITY

16.1 If you are absent from work due to any sickness, injury or other medical disorder of condition which prevents you from carrying out your duties, you shall notify HR and otherwise follow the procedure set out in the Sickness Absence Policy (which can be varied from time to time). In addition, all consultants should also confirm their absence by emailing us at admin@cwc.co.uk



17 CONFIDENTIAL INFORMATION

17.1 You acknowledge that in the course of your employment you will have access to information of a confidential nature and agree to accept the restrictions set out in our Confidentiality Policy and further agree to complete any client confidentiality documents and/or policies.

18 INTELLECTURAL PROPERTY AND PATENTS

Intellectual Property Rights: patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Inventions: inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.

- 18.1 You acknowledge that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works by you at any time during the course of your employment with us shall automatically, on creation, vest in us absolutely. To the extent that they do not vest automatically, you hold them on trust for us. You agree promptly to execute all documents and do all acts as may, in our opinion, be necessary to give effect to this clause.
- 18.2 You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works referred to in clause 18.1
- 18.3 You irrevocably appoint us to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for us to obtain for ourselves or our nominee the full benefit of this clause.
- 18.4 You acknowledge the provisions of Sections 39 to 42 of the Patents Act 1977 ("the Patents Act") relating to the ownership of employees' inventions and the compensation of employees for certain inventions respectively. Where you have registered an Invention in your own name belonging to us and/or our client in contravention of the Patents Act or this Agreement, you agree you will license or assign (as determined by us) to us and /or our client your rights in relation to such Inventions and will deliver to us and/or our client all documents and other materials relating to them. Any compensation in relation to such Inventions shall be determined according to Section 40 and 41 of the Patents Act

19 DISCIPLINARY AND GRIEVANCE PROCEDURES

19.1 You are subject to our disciplinary rules and procedure, and our grievance procedure and should act in accordance with our relevant policies, which can vary from time to time.

20 DATA PROTECTION

20.1 You shall comply with the Data Protection Policy when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of ours. You will also comply with all related IT and Communications policies, which can vary from time to time.



20.2 Failure to comply with clause 20.1 may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

21 MISCELLANEOUS

- 21.1 Your contract and these terms and any document referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject.
- 21.2 Each party acknowledges that in entering into their employment contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the contract or these terms.
- 21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in their contract and these terms.
- 21.4 Nothing in this clause shall limit or exclude any liability for fraud.
- 21.5 The various provisions and sub-provisions of your contract and these terms are severable and if any provision or sub-provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts thereof.
- 21.6 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 21.7 No one other than a party to the employment contract shall have any right to enforce any of its terms.
- 21.8 Your contract and these terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 21.9 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.



POLICIES

CWC consider themselves to be thoughtful and flexible employers. We acknowledge that the law requires us to have certain written policies in place and it is also appropriate to have other additional policies for certainty and given the nature of work we are involved with. CWC also wish to create a safe and secure working environment for its employees and create positive working relations. We have therefore created a selection of additional policies, although at the heart of this is our approach to diversity.

The concept of diversity is central to CWC's approach to employment and full details are set out in our Diversity Policy. We are a lively and ambitious company and fully embrace the diversity of life and the opportunities this provides.

Some of our policies may seem dry, but we are an open door and transparent employer and would welcome a conversation, in line with our personal approach, to foster an environment of collaboration, high performance and mutual respect.

You also have various statutory implied rights, that apply as appropriate.

LIST OF POLICIES (available on request)

PEOPLE POLICIES - GENERAL	FRAUD & FINANCIAL CRIME
Diversity Policy	Anti-Money Laundering Policy
Anti-Harassment and Bullying Policy	Fraud Policy
Anti-Slavery and Human Trafficking Policy	Anti-Corruption and Bribery Policy
Client Expenses Policy	Anti-Facilitation of Tax Evasion Policy
Grievance Procedure	
Social Media Policy	
PEOPLE POLICIES – TIME OFF & SICKNESS	INFORMATION TECHNOLOGY
Annual Leave Policy	IT and Communications Systems Policy
Sickness Absence Policy	Bring Your Own Device to Work (BYOD)
PEOPLE POLICIES – PERFORMANCE & DISCIPLINARY	DATA GOVERNANCE & PROTECTION
Disciplinary and Capability Procedure	Data Protection Policy (GDPR)
Disciplinary Rules Policy	Confidentiality Policy
HEALTH & SAFETY POLICIES	OTHER POLICIES
Health & Safety Policy	Whistleblowing Policy
COVID-19 Policy	Environmental Policy

15