



PINSON.

Traffic Management

Agency Handbook

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# Pinson TM Limited

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# Introduction

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## **WELCOME TO OUR TEAM**

We would like to wish you every success whether you recently joined us or whether you are an existing worker. We hope that your experience of working for Pinson TM Limited will be positive and rewarding.

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

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

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in your dealings with our clients, suppliers, contract workers, members of the public or with any employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

General amendments to the Handbook will be issued from time to time.

# Joining Our Organisation

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## **INFORMATION ABOUT PREVIOUS ASSIGNMENTS**

You shall inform us at the earliest possible opportunity prior to an assignment, or during each assignment, of any instances where you have worked in the past two years, in the same or similar role with the client or any member of the client's group with whom we have placed you for assignment, via a third party. You shall provide us with details of such work and the periods during which it was carried out. You will comply with any reasonable requests we make for the provision of such information.

## **HEALTH & SAFETY AT WORK**

Under Health and Safety legislation each individual has a legal responsibility for their own welfare and for the health and safety of others. You must take all reasonable steps to safeguard your own safety and the safety of any other person who may be present and comply with the health and safety policies of any client to whom you are assigned.

## **EQUALITY, INCLUSION AND DIVERSITY POLICY**

The employment business is committed to the principle of equality regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation. Policies will be applied that are fair, equitable and consistent with skills and abilities. You have a duty to support the employment business in implementing these policies to ensure equality of opportunity.

## **GENERAL STANDARDS**

You are under no obligation to accept an offer of an assignment, but if you do so, you agree, during every assignment and afterwards as appropriate, to observe the following conditions:

- 1) On attending a client's establishment, you will observe any specific instructions given regarding standards of dress. Where no specific instructions have been given, you should present a professional image and wear clothes appropriate to the responsibilities of your assignment.
- 2) You will familiarise yourself with and observe any rules and regulations of the client's establishment, particularly with regard to use of any computer equipment, client telephones and personal mobile phones.
- 3) You will not engage in any conduct detrimental to the interests of the client or the employment business.
- 4) You will co-operate with the client's staff and accept the direction, instruction and supervision of any responsible person in the client's establishment.
- 5) You will not at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information relating to the client's or the employment business' transactions, finances, customers, employees or business affairs.

## **STANDARDS OF BEHAVIOUR/PERFORMANCE**

We expect certain standards from you in respect of your behaviour and performance. If we have concerns over your behaviour or performance, we may address this with a view to enabling improvement, or, in certain circumstances, we will terminate the engagement without notice. You can find more information on these later on under "Standards of Behaviour" and "Standards of Performance".

If you have any concerns about any decisions taken in respect of your behaviour or performance, you should speak to the Directors within 5 days of the decision being conveyed to you.

## **COMPLAINTS PROCEDURE**

If you have any complaints about your engagement, you should raise these with the Directors. You can find more information on this later on under “Complaints”.

## **COMPLAINING ABOUT DISCRIMINATION OR HARASSMENT**

If you experience discrimination or harassment you should first make it clear to the discriminator/harasser that their behaviour is unwelcome and ask them to stop. If you feel unable to do this, or if this approach fails, or if the discrimination/harassment is more serious, you should discuss the matter with a senior employee of the employment business, who will endeavour to resolve the situation on your behalf.

For information on our zero-tolerance approach to sexual harassment in the workplace, including what behaviour can amount to sexual harassment, third-party sexual harassment and what to do if you witness or are subject to sexual harassment, you should read our separate Sexual Harassment Policy.

## **RIGHT TO WORK**

Pinson TM Limited Carry out RTW Digital Checks provided by an IDVT supplier. For more information, please refer to our PTM-P09-Modern Slavery, Illegal Workers & Human Trafficking Statement, this can be found on our website at <https://www.pinsontm.co.uk/business-documents>. By accepting you have read, understood and acknowledged this, you consent to us sharing your personal data with our approved suppliers to carry out the RTW checks. If you do not consent to this, please contact us on [Register@pinsontm.co.uk](mailto:Register@pinsontm.co.uk) prior to registering with us as an agency.

# Equality, Inclusion and Diversity Policy

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## STATEMENT OF POLICY

- 1) The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our workers are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.
- 2) We recognise that discrimination is unacceptable. Equality of opportunity is a feature of our practices and procedures and we operate a formal policy. Breaches of the policy will lead to investigation and, if appropriate, further action.
- 3) The aim of the policy is to ensure that agency workers are not discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
- 4) The employment business will ensure that the policy will be made available for all agency workers and made known to all applicants for work.
- 5) The policy will be communicated to all clients reminding them of their responsibilities towards equality of opportunity.
- 6) Whilst the employment business has no direct control over your place of work, we will endeavour to ensure that a neutral working environment is maintained, in which no agency worker feels under threat or intimidated.

## RECRUITMENT AND SELECTION

- 1) The employment business will endeavour, through appropriate training, to ensure that workers making recruitment and assignment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
- 2) A consistent and non-discriminatory approach will be taken to any advertising of vacancies.
- 3) Recruitment will not be confined to areas or media sources that provide only, or mainly, applicants of a particular group.
- 4) All applicants who apply for work will receive fair treatment and will be considered solely on their ability to do the work.
- 5) All workers involved in the recruitment, selection and assignment process will periodically review their selection criteria to ensure that they are related work requirements and do not unlawfully discriminate.
- 6) Interview questions will be related to the requirements of the work and will not be of a discriminatory nature.
- 7) The employment business will not disqualify any agency worker because they are unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the type of work assignments being sought.
- 8) Selection decisions will not be influenced by any perceived prejudices of other staff.

# Standards of Behaviour

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- 1) It is necessary to have a minimum number of rules in the interests of the whole organisation.
- 2) It is not practicable to specify all rules on behaviour or offences that may result in the Directors addressing such behaviour with you, as they may vary depending on the nature of the work.
- 3) The Directors will address behaviour with you if you are found to have acted in any of the following ways. Please note that these are examples only and do not represent an exhaustive list:
  - a) persistent failure to turn up for an assignment which you have accepted from the employment business and/or lateness;
  - b) unsatisfactory standards or output of work;
  - c) rudeness towards our clients, our members of staff, the clients/customers of our clients, their members of staff, members of the public or other workers or employees, objectionable or insulting behaviour, harassment, bullying or bad language;
  - d) failure to devote the whole of your time, attention and abilities to our clients' business and its affairs during any assignment that you have accepted from the employment business.
- 4) Where one of the misconduct rules has been breached, the Directors will discuss this with you and inform you of the improvement required.
- 5) Further instances of misconduct may result in the termination of the assignment and no further work being offered to you.
- 6) In some circumstances, your assignment may be terminated, and no further work offered to you, upon the first occasion of misconduct. This may occur if the misconduct is considered to be so severe that the employment business finds continued assignments untenable, for example, if you are found to have acted in the following ways. Please note that these are examples only and do not represent an exhaustive list:
  - a) theft or fraud;
  - b) physical violence or bullying;
  - c) deliberate damage to property;
  - d) deliberate acts of unlawful discrimination or harassment.
- 7) We reserve the right to terminate your assignment upon the first occasion of misconduct without prior notification of required improvement in circumstances not falling into those described in 6) above.
- 8) If you feel that any decision to terminate your engagement for reasons related to your behaviour breaches equality legislation, you should speak to the Directors.

# Standards of Performance

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- 1) We recognise that your ability to carry out your duties may be affected by a number of things, the most common being either changes to the way that tasks are done since previous engagements and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.
- 2) If the nature of work you have been assigned to perform changes during an assignment or if we are made aware by our client of general concerns about your ability to perform your tasks we will try to ensure that you understand the level of performance expected of you.
- 3) Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about the continuation of your agreed period of work.
- 4) We reserve the right to terminate your engagement, at any time, due to your inability to perform the work you have been engaged to undertake without prior notification of required improvement.
- 5) The employment business will, at all times, ensure its compliance with the Equality Act 2010 in relation to its obligations towards individuals with a disability.
- 6) If you feel that any decision to terminate your engagement for reasons related to your performance breaches equality legislation, you should speak to the Directors.

# Complaints

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- 1) It is important that if you feel dissatisfied with any matter relating to your engagement you are able to raise it.
- 2) If you wish to raise a complaint, you should speak to the person specified in your Contract for Services above, explaining fully the nature and the extent of your complaint. Although it is not required, it may be of assistance if you set out the complaint in writing. If you raise your complaint verbally, written notes may be taken by the person specified in your Contract for Services who will ensure that they are a true representation of your complaint.
- 3) Once your complaint has been looked into, you will be notified of the outcome which will normally be within 10 days of receipt of your complaint.
- 4) If you feel that the outcome is in breach of any equality legislation, you should speak to the Directors.

# Deductions from Pay

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If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

## **Lateness (Emergency Shifts):**

You would have submitted an ETA (estimated time of arrival) upon accepting an emergency shift. If, for any reason, your ETA changes due to circumstances beyond your control, it is your responsibility to notify both the client contact number on the booking confirmation and Pinson via a WhatsApp message. Deductions will apply for lateness based on the estimated time of arrival provided by the agency worker upon accepting the position.

If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties, and you may be sent off the premises for the remainder of the shift or day without pay.

## **Late notice for cancelling your shift (Emergency Shift Covers):**

You will need to notify Pinson if you are no longer able to attend your shift. We require notice to be provided within 15 minutes of accepting the shift to avoid any penalty charge notices from being issued up to the value of £200.00.

## **Attendance:**

Non-attendance: This will result in an automatic penalty charge notice being issued up to the value of £200.00. This is to cover any PCNs issued, administration costs and any other expenses incurred due to your absence.

Late notice: Failing to provide at least 12 hours' notice that you are unable to attend your shift may result in a penalty charge notice being issued up to the value of £200.00.

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

## **Lateness:**

If an agency worker has not provided evidence that they have arrived at the working location (via Hand.E.Pix) within 30 minutes of their start time, a replacement agency worker will be sent.

If a replacement agency worker has been sent, your position will be terminated with immediate effect without pay. You may still receive a penalty charge notice up to the value of £200.00 at the discretion of Pinson.

You are required to complete and submit timesheets as directed in order to ensure that you receive the correct payment. Incorrectly completed, or late submission of, timesheets may result in incorrect or delayed payment of wages. Deliberate falsification of timesheets will be regarded as a disciplinary offence and may lead to your summary dismissal.

## **Completing your full day's work:**

Your day's work is to be completed as per the times of your booking confirmation. Failing to remain on the site for the full duration may result in all or part of your payment being deducted. If you leave the site early, this must be approved with Pinson directly before your departure.

### **Photo Evidence:**

When working for Pinson on a manual control or gate person site, you are required to carry out arrival, hourly and departure images (Unless advised otherwise in writing by Pinson) via Hand.E.Pix.

As you are lone working, we rely on these images to confirm you are actively carrying out your duties in line with the client's expectations. Failure to produce each hourly photo as required will result in the hour in question being withheld from your pay until supporting evidence is provided. If missing evidence becomes a regular occurrence, you may be refused work, as this is not the level of service we expect from our trusted workers.

We expect your hourly photos to be submitted on the hour. We can provide flexibility of 10 minutes either side of the hour to allow you to carry out your duties as required. (Example: 09:50 or 10:10 will be acceptable for a 10:00 photo) Photos uploaded outside of this tolerance will not be accepted for your hourly photo. This will be marked by our accounts team as missing evidence for the hour in question and will result in the hour being unpaid, as evidence cannot be provided.

### **Quality of Evidence:**

Agency workers are required to provide clear evidence to document their activity on the site. Uploading evidence without you being located within the vicinity of the site will not be acceptable, therefore will result in deductions to your pay.

All evidence must be provided via Hand.E.Pix, unless agreed otherwise in writing with Pinson. We will not accept images taken via any other method unless agreed prior. This will result in payments being refused as we are unable to verify the legitimacy of the evidence provided.

### **Legitimacy of Evidence:**

If a case has been raised surrounding the legitimacy of the evidence provided by either the customer or Pinson, we reserve the right to withhold any payments until a full investigation has been carried out. We aim to carry out this investigation within 72 hours.

Should the investigation find that illegitimate evidence has been provided, you will be refused payment for the full day's work, as we are unable to submit illegitimate evidence for payment.

### **Activity on the site:**

You are being paid to be a presence on the site and to actively stand at your post to manage the flow of traffic/closure points. If you are found to be inside your vehicle, you will be asked to leave the site, as you have not carried out the work you are being paid to do. This may result in no further payment for any hours on this day.

All sites are regularly checked, and if you are not present, this may lead to a penalty charge notice being issued by an inspector or the client. If you have left the site without informing Pinson (Via Hand-E-Pix – break options) and the client/contractors, we will not query any penalty charge notices received, as we do not have any evidence to do so.

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

Any damage to stock or property that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement. Any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss. In the event of failure to pay, such costs will be deducted from your pay.

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

The Company provides tools and/or equipment necessary to carry out your duties. You should keep these in good repair and take all reasonable steps to ensure that they are secure at all times. You must report any lost, damaged or mislaid tools and/or equipment to a Director. You must return all Company tools and/or equipment upon termination by either party. Failure to return tools and/or equipment, or any loss or damage suffered as a result of your negligence, will result in a deduction to cover the cost of the tools and/or equipment being made from monies due to you.

### **Equipment:**

You (The agency worker) are responsible for supplying, cleaning, and maintaining plain PPE when working for one of our clients. Failure to do so can result in your shift being cancelled with no pay and being asked to leave your place of work. If you currently do not have the correct PPE, please contact us, and we will be able to organise PPE at a discounted price for you.

General PPE will include but is not limited to: (In line with the traffic management PPE BS EN standards) Hard Hat, Safety Boots, High visibility vest (plain & long-sleeved), High Visibility trousers, Safety Glasses, Gloves.

When operating a lone working site, you will need to ensure you have access to a smartphone with the Hand.E.Pix application downloaded before your arrival. If you do not have access to document your evidence via a smartphone, you will be removed from the site without pay. Should you need assistance in obtaining a suitable device, feel free to reach out to a member of the team who will be happy to assist.

You are expected to have a charged mobile device throughout your working day. Failing to produce evidence due to a lack of battery on your device is not an acceptable excuse. If we are unable to contact you, along with no evidence of your proof of work via Hand.E.Pix, a replacement agency worker will be sent, as you have not carried out the task you have been assigned to do. This will result in your position being terminated without payment.

Misuse of the card and/or failure to comply with Company procedures will result in disciplinary action, which may result in your dismissal. Personal use is not permitted under any circumstances. You will be required to reimburse us the cost of any unauthorised expenditure. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

In the event of you having taken more paid leave than you have accrued pro-rata, then the appropriate payments will be deducted from your final payment.

On the termination of your engagement, you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you.

Any fines imposed by relevant authorities including (but not limited to) speeding and parking will be payable by the worker. The Company takes no responsibility for the payment of fines incurred by the worker during their assignment. In the event that the Company receives the summons on the workers behalf or owing to a fine incurred by the worker, we may pay the fine and deduct the cost from the worker's pay.

**Outstanding Debt:**

Any fines will be deducted from your pay. If we are unable to make deductions due to the balance owed to you being less than the fine amount, we will require the remaining balance to be paid within 30 days.

If your invoice remains unpaid after this, your debt will be passed to our debt collections agency, Redwood Collections Ltd. All debt passed to the debt collection agency will incur a £50.00 collection fee on top of the original amount.

You must respect all property and premises when attending any social function and you may be liable for the cost of any repair or replacement as a result of your actions. We reserve the right to make an appropriate deduction from your pay should it be found that any damage at a venue was a result of your actions.

**Variation of work:**

The agency or client may request a change of location during your working day. If the request is fair and reasonable, we expect the agency worker to follow the instructions. You will be compensated 40p per mile for your relocation.

The agency worker is paid on an hourly / shift basis and will be expected to carry out the duties during this timeframe.

The agency worker will not receive payment per location unless agreed in writing with a director of the agency.

Refusal to carry out a fair and reasonable request for the change of location, may result in payments being delayed/withheld or payments only being made for the time worked during this day. As the agency worker is on hourly pay, you may not receive money for the hours not worked.

We have a legal duty to undertake checks on prospective worker's right to work in the UK and this is an integral part of our recruitment process. No-one will be permitted to take up work for our Company if they are unable to provide satisfactory evidence of their right to work in the UK.

Where the right to work in the UK is time-limited, we will undertake follow up checks and workers will be required to produce evidence of their continuing right to work in the UK. Acceptable evidence is set out in our Work Permits and Eligibility to Work Policy.

In the event that we have a reasonable belief that a workers right to work in the UK has expired and the worker has not provided evidence of a renewed right to work, we reserve the right to end the engagement unless they are able to provide satisfactory evidence. In the event that a worker is unable to provide satisfactory evidence of their right to work in the UK, the Company reserves the right to terminate the engagement without notice. Worker are required to inform the Director of any changes in their situation which may affect their right to work in the UK.

All costs relating to any immigration application must be borne by the worker in question and will be deducted from the worker's salary.

# Data Protection Policy

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## **POLICY STATEMENT**

This policy defines how Pinson TM Ltd, intends to deliver the enhanced rights of the General Data Protection Regulation 2018 (GDPR) for workers in line with the legislation developments of the Data Protection Bill (DPB) that amends the Data Protection Act 1998 (DPA).

This policy outlines the standards we require workers to observe when collecting, storing and processing personal and sensitive data and how the Recruitment agency will communicate the activity to those individuals and how the Recruitment agency will monitor and what action will be taken in respect of breaches of this policy.

This policy may be amended at any time and changes will be communicated accordingly.

## **WHO IS COVERED BY THIS POLICY**

This policy covers all Sub-Contractors and Workers.

## **THE SCOPE OF THE POLICY**

This policy covers all Sub-Contractors and contractors including the Board, all employees, consultants, agency workers and volunteers (collectively referred to as Sub-Contractors and Employees in the policy.)

It applies to all data that the Recruitment agency holds. The following terms are used throughout this document:

- Data Controller determines the purposes and means of processing personal data.
- Data Processor is responsible for processing personal data on behalf of a data controller.
- Data Subject which is a living individual who the personal data is identifiable to.

Personal data is any information relating to a person who can be identified, directly or indirectly, either by an 'identifier' such as their name, or an identification number, or by location or online data, or through factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

Special category data is defined as data which include sickness absence/medical information, equal opportunities monitoring information.

Breach of this policy may be dealt with under the Recruitment agency's Disciplinary & Capability Procedure and, in serious cases, may be treated as Gross Misconduct and result in summary dismissal and be reported to the Information Commissioners Office (ICO).

## **RESPONSIBILITY FOR IMPLEMENTATION OF THE POLICY**

The Recruitment agency Manager has overall responsibility for the effective operation of this policy.

The Data Protection Working Group (inclusive of the Finance Director, IT Manager, HR Manager and Legal & Insurance Manager) are responsible for reviewing this policy and making recommendations for changes to minimise risks to the rights and freedoms of those working for Pinson TM Recruitment agency and prevent enforcement action that can damage both the Company reputation and impact the Company financially.

All workers are responsible for their own compliance with this policy and for ensuring that it is consistently applied. All workers should ensure that they take the time to read and understand it. Any breach of this policy should be reported to their line manager and then to the Legal & Insurance Manager.

Questions regarding the content or compliance of this policy should be directed to the Legal & Insurance Manager, who will act as the representative for the Recruitment agency for any data subjects and for the regulator the ICO.

The IT Manager is responsible for ensuring all systems, services and equipment used for storing data meet acceptable security standards. Also responsible for regular performance checks and scans to ensure security hardware and software is functioning properly. Then the evaluation of any third party services the Company is considering using to store or process data.

The Marketing Manager is responsible for approving any data protection statements attached to communications such as emails and letters. As well as working with workers to ensure marketing initiatives abide by data protection principles.

## **DATA PROTECTION PRINCIPLES**

The Data Protection Bill (DPB) requires that all workers and others who process or use any personal information must ensure that they adhere to the 6 data protection principles set out by the DPB. In summary these require that personal data, including sensitive data to be;

- (a) obtained and processed in a transparent manner, fairly and lawfully.
- (b) the data held is accurate and kept up to date.
- (c) is adequate, relevant and not excessive for those purposes.
- (d) not kept longer than required necessary.
- (e) is stored safely from unauthorised access, accidental loss or destruction.
- (f) is processed for the specified, explicit or legitimate purposes of collection.

## **WORKER'S RIGHTS**

Data subjects have the;

- (a) right to be informed about the processing of their personal data.
- (b) right to rectification if their personal data is inaccurate or incomplete (requests to amend data to be processed within one month).
- (c) right to access their personal data and supplementary information, and the right to confirmation that their personal data is being processed.
- (d) right to be forgotten by having their personal data deleted or removed on request where there is no compelling reason for the Recruitment agency to continue to process it (requests will be responded to without reasonable delay and within one month of the request).
- (e) right to restrict processing of their personal data, for example, if they consider the processing to be unlawful or the data inaccurate.
- (f) right to data portability for their own purposes (they will be allowed to obtain and reuse their data).
- (g) right to object to the processing of their personal data for direct marketing, scientific or historical research, or statistical purposes.

## **CONSENT**

The Recruitment agency will continue to rely on expressed consent from its Sub-Contractors and Employees and workers to process for example medical records where necessary for preventative or occupational medicine, assessing working capability or confirming medical diagnosis.

Where consent is given, the learner or worker is entitled to then retract their consent at any given time and this will be adhered to by the Company.

## **PRIVACY NOTICES (PN)**

All current and prospective Sub-Contractors and Employees and workers will receive a PN to inform them of how the Company intends to process their personal data.

Any changes to the way data is processed, or the type of data collected workers will be communicated to accordingly.

**8.3.** The PN will outline how the Recruitment agency lawfully process a learner or worker's personal and special category data in order to;

- (a) Perform the employment contract.
- (b) Comply with a legal obligation.
- (c) Protect the worker's or another individual's vital interests (for example during a medical emergency).
- (d) Carry out a task in the public interest, or in exercising official authority vested in the employer.
- (e) Protect the legitimate interests of the employer or third party, except where this is overridden by the interests or rights of the worker.

## **GENERAL GUIDELINES**

The only Sub-contractor or employee able to access data covered by this policy should be those who need it for their work.

Data should not be shared informally. When access to confidential information is required, workers can request it from their line manager.

PINSON TM LTD will provide training to all employees and workers to support understanding of their responsibilities when handling data.

Strong passwords must be used and they should never be shared.

Personal data should not be disclosed to unauthorised Sub-Contractors and Employees and workers, or those external to the Recruitment agency

Personal data will be regularly reviewed and updated if it is out of date, and no longer required, it will be deleted and disposed of confidentially using the Recruitment agency's confidential waste bins or shredders.

Workers should request support from their line manager or Human Resource Department if they are unsure about any aspect of data protection.

## **DATA STORAGE AND SECURITY**

The Recruitment agency requires all Sub-Contractors and Employees and workers to store both electronic and paper data in a safe, secure manner to avoid unauthorised access, accidental deletion and malicious hacking attempts.

Data stored on paper when not required, the paper or files should be kept in a secure place i.e. a locked drawer or filing cabinet where unauthorised people cannot see it.

Sub-Contractors and Employees and workers should make sure paper and printouts are not left out where unauthorised people could see them, like on a printer.

Data printouts should be shredded or disposed of securely when no longer required using the confidential waste bins at each depot.

Electronic data should be protected with strong passwords that are changed regularly and never shared between workers.

If data is stored on a removable media (for example a CD or DVD) these should be kept locked away securely when not in use.

Data should be stored on designated drives and servers (in your departments' folder within the Recruitment agency File) and should only be uploaded to an approved cloud service.

The Recruitment agency's servers containing personal data are sited in a secure location, away from general office space.

The Recruitment agency's data is backed up frequently and the backups are tested annually in line with The Recruitment agency's backup procedure.

Workers should never save other Sub-Contractors and Employees and workers personal data directly to their laptops or other mobile devices like tablets or smart phones.

All the Recruitment agency's servers and computers containing data are protected by approved security software and a firewall.

The Recruitment agency will conduct 'Data Protection Impact Assessments' (DIPA) to identify and minimise that data the potential protection risks of a project.

## **DATA PROTECTION IMPACT ASSESSMENT**

PINSON TM LTD are required under the GDPR to take a risk based approach to compliance, therefore completing a DPIA before carrying out processing that is likely result in high risk to individual's interests.

The DPIA will assess the level of risk, considering both the likelihood and the severity of any impact on individuals i.e. the specific nature, scope, context and purposes of the processing.

The Recruitment agency will carry out a new DPIA if there is a change in the nature, scope, context or purposes of our processing.

If the DPIA identifies a high risk which Recruitment agency cannot mitigate, the Legal & Insurance Manager will consult the ICO.

## **DATA USAGE**

Personal data when accessed and used can be at risk of being lost, corrupted or stolen therefore when working with personal data;

- (a) Sub-Contractors and Employees and workers should ensure the screens of their electronic devices i.e. computers, laptops, mobile phones, PDAs etc. are always locked when left unattended.
- (b) Personal data should not be shared informally. Therefore, Sub-Contractors and Employees and workers must not send personal data to their personal email.
- (c) Data must be encrypted before being transferred electronically, please seek support from the IT Manager to send data to authorised external contacts.
- (d) Personal data should never be transferred outside of the European Economic Area.
- (e) Sub-Contractors and Employees and workers should not save copies of personal data to their electronic devices i.e. computers, laptops, mobile phones, PDAs etc.

## **DATA ACCURACY**

The law requires Pinson TM recruitment agency to take reasonable steps to ensure personal data is kept accurate and up to date, therefore it is the responsibility of the workers to ensure;

- (a) Personal data will be held in as few places as necessary. Sub-Contractors and Employees and workers should not create unnecessary additional data sets.
- (b) Sub-Contractors and Employees and workers should take every opportunity to ensure data is updated. For example, by confirming a customer's details when they call or when inaccuracies are discovered.
- (c) Sub-Contractors and Employees and workers should use the 'Change of Personal Details Form' located on the intranet under the Human Resource Department/Employment to ensure the data is correct.
- (d) Currently MailChimp Email Software supports the Marketing Manager to maintain CRM databases.

## **DATA RETENTION**

Personal data will not be retained any longer than required by PINSON TM LTD.

All Department Managers who process personal data are required to produce a data schedule and review on an annual basis.

## **MONITORING AT WORK**

The Recruitment agency reserves the right to monitor quantity and quality of work produced by their workers. Monitoring is also carried out to safeguard workers and our customers. Please refer to our 'Acceptable Usage Policy' for further information.

The Recruitment agency uses systematic and occasional monitoring to monitor workers performance and conduct. Systematic describes regular monitoring and occasional is when there is concern raised that requires to be investigated.

The types of monitoring used are as follows:

- (a) Individual email addresses may be accessed and/or telephone conversations listened to, when there is a requirement to investigate due to allegations of misconduct or cause for concern regarding a workers' performance.
- (b) Additional to the above worker's emails and recording of telephone calls may be accessed for training purposes or in event of a customer complaint.
- (c) Email filters have been applied to all worker's email accounts to flag any use of inappropriate language in their email communication.
- (d) Website filters have been applied and appropriate blocks to certain websites where the content is regarded as inappropriate by the Company i.e. pornography or gambling sites.
- (e) Systematic checking of telephone logs for numbers called to detect premium-rate numbers.
- (f) Those workers who have access to Company vehicles are subject to systematic vehicle tracking and telematics technology which may include use of tachographs and video footage within the cabs of their vehicles.
- (g) The Recruitment agency operates CCTV cameras for security purposes however also reserves the right to access the CCTV and use as evidence when there is an allegation of misconduct.

## **SUBJECT ACCESS REQUESTS PROCEDURE**

All individuals who are the subject of personal data held by PINSON TM LTD entitled to:

- (a) Ask what information the Company holds about them and why.
- (b) Ask how to gain access to it.
- (c) Be informed how to keep it up to date.
- (d) Be informed how the Company is meeting its data protection obligations.

If an individual contacts the Company requesting this information, this is called a subject access request. Subject access requests from individuals should be made by email to or alternately by letter addressed to the Human Resource Department.

An individual will not be charged a fee for a data subject request unless the request is 'manifestly unfounded or excessive' (for example repeat request from the same individual) and in these circumstances the Company will charge a reasonable fee or may refuse to act on the request.

The Human Resource Department will without delay and within one month provide the relevant data. However an extension may be granted of two months if necessary, when taking into account of the complexity of the request.

All individuals will have their identity verified prior to information from the subject access request being handed over.

## **SHARING AND TRANSFERRING PERSONAL DATA**

PINSON TM LTD is responsible to ensure a third party such as a Recruitment agency is compliant with GDPR through the review of their contract terms.

PINSON TM LTD will also need to share some personal data with Awarding Organisations (AO's) such as Lantra or other accredited AO's that we use to deliver qualifications.

## **DISCLOSING DATA FOR OTHER REASONS**

In certain circumstances, personal data will to be disclosed to the emergency services without consent of the data subject i.e. worker.

## **BREACHES**

All data protection breaches must be reported to the Legal & Insurance Manager who will then document on the 'Data Protection Breach Log' within 24 hours of becoming aware of the breach by completing the 'Data Protection Breach Notification Form'.

When there is a likelihood the breach could result in risk to the rights and freedoms of individuals the Legal & Insurance Manager will notify the ICO.

Notification of this type of breach will be made within 72 hours of the Company becoming aware of the breach.

When breaches are identified as high risk then individuals will be notified without delay.

## **MONITORING AND REVIEW OF THIS POLICY**

The policy will be reviewed when necessary to ensure that it meets legal requirements of data processing to identify and limit any detrimental effects of data processing on individual privacy.

Version: V2  
Reviewed 19/06/2025

This policy has been approved by the Directors of Pinson TM Limited and signed on its behalf.

*C.Lappin*

Mr Charlie Lappin  
**Director**

*JLBenson*

Mr Jordan Benson  
**Director**

# Tax Evasion Policy

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## STATEMENT

Tax evasion, tax fraud and attempts to facilitate such actions are antithetical to the ethos of Pinson TM Limited. These crimes cheat the government out of the revenue it needs to create the conditions for our business to flourish. It amounts to little more than stealing from our customers and from ourselves. Pinson TM Limited is committed to no tolerance for tax evasion, and we are committed to a dedicated programme to counter the risk of any employee, contractor, business partner or representative of our company engaging in the criminal facilitation of tax evasion.

We expect everyone who works with our company to fully comply with their tax obligations. We will not tolerate, permit or allow any person associated with us to engage in the facilitation of tax evasion or tax fraud by any of our customers, suppliers, business partners, contractors, employees, or workers anywhere in the world.

Pinson TM Limited is committed to complying in full with the tax laws everywhere we operate, and we choose to do this by respecting not only the letter of the law, but the spirit of the underlying tax policy intent. We aim to pay the right amount of tax at the right time, on all the eligible profits we make.

## ACCOUNTABILITY & GOVERNANCE

The board of our company has approved this policy and our commitment to no tolerance of tax evasion or its facilitation. The Operations Director is responsible for monitoring compliance with this policy and is supported by the Commercial Director.

## EMPLOYEE RESPONSIBILITIES

Our code of conduct sets the standards of behaviour we expect all employees and workers to adhere to. Our employees and workers have a responsibility to take reasonable action to prevent harm to Pinson TM Limited and we hold our employees accountable for their actions and omissions. Any actions that breach the Criminal Finances Act and the tax laws of wherever we operate bring harm to Pinson TM Limited and will not be tolerated.

You are responsible for properly following Pinson TM Limited policies and procedures. These should generally ensure that all taxes are properly paid. If you are ever asked by anyone, either inside or outside our company, to go outside our standard procedures, this should be reported without delay, as someone may be attempting to evade tax.

Any employee who has any concerns relating to any potential breach of this policy must immediately follow our whistleblowing policy and report the matter without delay.

## TRAINING & COMMUNICATION

All employees and workers must familiarise themselves with this documentation and ensure they have the appropriate level of knowledge for their specific roles. All employees and workers who have access to Pinson TM Limited banking must confirm that they do not have a criminal record. All employees and workers must take into account tax evasion-focused communications from senior management and be aware of the latest internal information regarding the prevention of tax evasion.

## HIGH RISK AREAS

- Accounts payable

- Accounts receivable
- Payment to contractors
- Payment to partners

#### **THE KEY FACTORS WHICH MAY INCREASE RISK INCLUDE:**

- Cash transactions, which are not taken or received for any service.

#### **ACCOUNTS PAYABLE, INCLUDING PAYMENTS TO PARTNERS**

- Only contract with businesses which have good reputations and are not on the UK government's sanctions list.
- Ensure all information on an invoice is correct and as expected.
- Have the full contact details of the supplier and ensure they match where the payment is being made.
- Specify in contracts that VAT and other sales taxes must be added to invoices and have written reasons why such added taxes are not required.
- Do not pay suppliers in cash.
- Ensure payment terms are agreed upon as part of the co-signed contract

#### **ACCOUNTS RECEIVABLE**

- Ensure correct procedures are followed.
- Do not process off-system invoices.
- Ensure all invoices have the correct VAT coding.

#### **CONTRACTORS**

- Any wage payments outside of payroll must be expressly approved by a director.
- Where tax is required to be deducted at the source, this must be done.
- Cash payments are not to be made.  
Any tax-related withholdings must be deducted and recorded.
- Payments without deductions should only be made if there is a reasonable expectation that the recipient will meet their tax obligations.
- At the time of the last review, 0 contractors are working for Pinson TM Limited.

#### **OUR CLIENTS**

Pinson TM Limited is committed to the following principles:

- Our relationship with our clients is built on honesty, integrity, mutual trust and a commitment to professionalism.
- Our clients expect us to give the best possible advice and work in their best possible interest.
- Tax evasion is antithetical to who we are as a company and goes against every fibre of our dedication to professionalism in our business.
- We firmly believe that any action which would breach tax laws or the Criminal Finances Act is not in the best interest of our clients.
- Neither our company nor any person associated with our business will give advice to a client that would result in a breach of the Criminal Finances Act, either for Pinson TM Limited or our client.
- We do not condone or support tax evasion, and we will not facilitate, give advice or in any way assist our clients to commit tax evasion offences.
- We will not support or work with clients who seek to criminally evade taxes.

## OUR COMMITMENT

Pinson TM Limited is committed to the following principles:

- Our business is carried out fairly, honestly, and openly in every part of our work.
- Our values inform everything we do.
- We will never sell any product or service where we know or suspect that any aspect of the transaction is being misused, abused or otherwise corrupted for the purposes of tax evasion.
- We will never buy any product or service from any supplier where it is known or suspected that any aspect of the transaction is being misused, abused or otherwise corrupted for the purposes of tax evasion.
- We will immediately terminate any agreement or business relationship as soon as our company learns of or suspects tax evasion may be taking place.
- We will not progress any business opportunity where there is any suspicion that any aspect of it may involve tax evasion.
- We will not do business with others who do not also hold to at least the same standard of preventing tax evasion.
- Our company will regularly monitor and review this policy every 6 calendar months.
- Any employee found in breach of this policy will be subject to disciplinary action.
- We will not tolerate any contractor, business partner, representative or other third party associated with us failing to uphold this policy.
- No employee will suffer demotion, penalty, or any other adverse action for reporting any breach of this policy or refusing to carry out an action which may lead to a breach of this policy.

Version: V1

Reviewed 05/12/2025

This policy has been approved by the Directors of Pinson TM Limited and signed on its behalf.

*C. Lappin*

Mr Charlie Lappin  
**Director**

*JL Benson*

Mr Jordan Benson  
**Director**

# Environment Policy Statement

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## RESIGNATIONS

Pinson TM Ltd recognises its environmental duties under the Environmental Protection act 1990 and the Waste (England and Wales) (Amendment) Regulations 2012. The Managing Directors Responsible for Health, Safety and Environmental issues, Charlie Lappin recognises that he has a responsibility to take an environmentally (and socially) responsible approach both to existing activities and to possible new developments.

The Company, so far as is reasonably practicable, proposes to pay particular attention to:

- a) Minimise disturbance to the local and global environment, and to the local communities and wildlife.
- b) Follow the waste management hierarchy as outlined in the Waste (England and Wales) (Amendment) Regulations 2012. The Company will follow the hierarchy outlined below:
  - (1) Prevention
  - (2) Preparing for re-use
  - (3) Recycling
  - (4) Recovery
  - (5) Disposal
- c) Minimise use of energy and raw materials and to adhere to the principles of sustainability.
- d) Consider the environment in the design of processes and products and the maintenance of equipment.
- e) Provide information on the use and final disposal of products.
- f) Ensure that all employees and workers and suppliers are adequately informed about the Company's environmental policy.
- g) Minimise the use of product related materials and services such as packaging or transport.

In order that the Company can achieve those objectives, it is important that employees and workers recognise their duty, whilst at work, to take reasonable care of the environment. Employees and workers should also co-operate fully with the Company or anyone else concerned, to ensure that their legal and moral obligations are performed or complied with.

Version: V3  
Reviewed 19/06/2025

This policy has been approved by the Directors of Pinson TM Limited and signed on its behalf.

*C.Lappin*

Mr Charlie Lappin  
**Director**

*JLBenson*

Mr Jordan Benson  
**Director**

# Quality Policy

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Pinson TM Ltd (the Company) recognises it has a responsibility to manage the quality of the products and services it provides to all Customers. The managing director responsible for quality Charlie Lappin recognises that ensuring and maintaining the quality of the work & services provided by the company is critical to the long-term future of the company. To achieve this the company will:

Implement, operate, maintain, review, and improve a Quality Management System in accordance with BS EN ISO 9001: 2008 to assist with the management of quality matters.

The Company, so far as is reasonably practicable, proposes in particular:

- a) To ensure adequate resources for the Quality Management System requirements
- b) To plan for quality requirements in all existing and future activities of the Company
- c) To ensure compliance with contractual and legal requirements and standards
- d) To maintain standards in line with current best industry practice
- e) To provide adequate training and development of all staff to ensure they are capable.
- f) To assess the capability of suppliers and sub-contractors employed by the Company and only use those known to meet quality requirements
- g) To monitor quality performance by audits, reviews of complaints, non-compliances and measurement of customer satisfaction to ensure required standards are maintained and to identify areas where corrective or preventive actions are required.
- h) To set objectives, targets and programmes with a view to continual improvement of the Quality Management System and services provided.

Senior Management team will share the responsibility for maintaining the overall operation of the Quality Management. Overall responsibility for the quality management system will be held by Charlie Lappin.

Senior Management shall further ensure that this policy is:

- a) Communicated to all staff and other interested parties.
- b) That the Policy and the Quality Management System are reviewed on an annual basis as a minimum to ensure they are up to date, effective and meet the overall objectives towards quality.

Version: V3  
Reviewed 19/06/2025

This policy has been approved by the Directors of Pinson TM Limited and signed on its behalf.

*C.Lappin*

Mr Charlie Lappin  
**Director**

*JLBenson*

Mr Jordan Benson  
**Director**

# Modern Slavery, Illegal Workers & Human Trafficking Statement

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## INTRODUCTION

This Modern Slavery, Illegal workers and Human Trafficking Statement is a response to Section 54(1), Part 6 of the Modern Slavery Act 2015 and relates to actions and activities for the financial year ending 03 May 2022.

Pinson TM Limited ('the Company', 'we', 'us' or 'our') is committed to preventing slavery, illegal workers and human trafficking violations in its own operations, its supply chain, and its products. We have zero-tolerance towards slavery and require our supply chain to comply with our values.

## ORGANISATIONAL STRUCTURE

Pinson TM Limited and has business operations in the United Kingdom.

We operate in the recruitment agency sector. The nature of our supply chains is as follows: agency staff

## DUE DILIGENCE

As part of our efforts to monitor and reduce the risk of slavery and human trafficking occurring in our supply chains, we have adopted the following due diligence procedures:

- Internal supplier audits.

## ILLEGAL WORKERS DUE DILIGENCE

Pinson TM has documented controls to demonstrate compliance with Sections 15 to 25 of the Immigration, Asylum & Nationality Act 2006. Controls are applicable to all potential or current employees and workers. Copies of all documents verified are retained for at least 2 years after the individual has left the employer. How the Organisation assures itself that all agency, self-employed, subcontracted personnel are eligible to work in the UK

The company conducts a right to work check on all people we intend to employ, before employing them. The company checks the documents of potential employees and workers with a permanent right to work in the UK before employing them. That for potential employees and workers with a temporary right to work in the UK, additional checks are carried out when their immigration permission is due to expire and check their documents have been renewed before employing them. Pinson Tm Limited checks the potential employee is not subject to an immigration restriction that prevents them from doing the works in question.

As part of our efforts to ensure all employees and workers of Pinson TM Limited are legally allowed to work in the UK, we have adopted the following due diligence procedures.

- Carry out RTW Digital Checks provided by an IDVT supplier.
- The following documentation checks will be carried out:
  - In date GBR/IRE passports (out of date GBR/IRE ppts are still valid for proving RTW, but under the new legislation, these would not be eligible for a digital check and would need to be seen in person)
  - All non-UK/Irish applicants with an eVisa via the Home Office online service (includes those under the EU Settlement scheme).
  - Those undergoing Digital Checks will need to do a Facial Biometric check as part of the validation process

## **OUR DUE DILIGENCE PROCEDURES AIM TO:**

- Identify and action potential risks in our business and supply chains.
- Monitor potential risks in our business and supply chains
- Reduce the risk of slavery and human trafficking occurring in our business and supply chains.

## **RISK AND COMPLIANCE**

The Company has evaluated the nature and extent of its exposure to the risk of slavery and human trafficking occurring in its UK supply chain through:

- Reviewing on a regular basis all aspects of the supply chain based on supply chain mapping.
- Employees and workers are trained on Modern Slavery

We consider that we operate in a high-risk environment because we supply temporary staff to traffic management companies.

We do not tolerate slavery and human trafficking in our supply chains. Where there is evidence of failure to comply with our procedures by any of our suppliers, we will seek to terminate our relationship with that supplier immediately.

## **EFFECTIVENESS**

The Company uses Key Performance Indicators (KPIs) to measure its effectiveness and ensure that slavery and human trafficking is not taking place in its business and supply chains. These KPIs are as follows:

- We will carry out a regular audit of suppliers - 100% of suppliers each year.

Version: V4  
Reviewed 27/10/2025

This policy has been approved by the Directors of Pinson TM Limited and signed on its behalf.

*C.Lappin*  
Mr Charlie Lappin  
**Director**

*JLBenson*  
Mr Jordan Benson  
**Director**



PINSON.

Traffic Management