



# **Cool Company**

## **Cool Company Freelance UK Ltd Employee Handbook**

Last Updated: February 2020

## About Cool Company Freelance UK Ltd:

Cool Company Freelance UK Ltd is an umbrella company, operating under relevant laws and regulations. We act as an employer to contractors who work under a contract assignment, usually through a recruitment agency in the United Kingdom.

We provide equal opportunities and do not discriminate on the grounds of gender, sexual orientation, marital or civil partner status, pregnancy or maternity, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

We expect all those in our supply chain and contractors to comply with our values, in this regard.

As part of our due diligence, we ensure that all parties are compliant with up to date employment legislation and employment rights.

This Handbook sets out the main policies and procedures that you will need to be aware of while working for us. You should familiarise yourself with it and comply with it at all times.

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

For any queries  
please email [info@coolcompany.com](mailto:info@coolcompany.com) or call 0207 157 9776

# About your agreement with Cool Company Freelance UK Ltd:

## **Right to Work**

As your employer, Cool Company Freelance UK Ltd (Cool Company) must legally prove that you are able to work in the UK. Your ID documents will have been requested upon signing up with Cool Company and must be sent to us before we will make any payment to you.

## **Payments**

You will be paid a week in arrears whilst working through Cool Company and in line with the payment schedule from your agency. Your payment will typically be paid 7 working days after the end of each working week.

In some circumstances, we will need to raise an invoice to your agency to request payment. If your agency requires an invoice, this would have been communicated by yourself upon sign up with Cool Company.

If your agency needs an invoice, it is your responsibility to ensure that you register your hours on the Cool Company portal by 12:00 noon each Tuesday.

All payments will be made by Cool Company to your account. Once the funds are transferred from Cool Company's bank account, we have no control over these funds. We will instruct our bank to make payments the same day we receive your funds and you should make allowance for the time it will take to reach your bank.

## **Tax & National Insurance**

When employed by Cool Company, you are subject to Tax and National Insurance Contributions which we are legally obliged to deduct. All deductions are in-line with the levels set by HMRC.

We would ask you to provide us with your latest P45 or in circumstances where a P45 is not available, to complete a new starter checklist (P46). We can assist you in completing this checklist.

By providing us with either of these documents, we can ensure that you are placed onto the correct tax code for your circumstances.

At times, HMRC may contact us directly and ask us to change your tax code. Cool Company is legally obliged to do this.

If you believe that your new tax code is incorrect you will need to speak to HMRC directly.

## **Statutory Deductions**

### Employers' National Insurance Contributions

When you are in permanent employment, your employer has a statutory liability to pay Employers' National Insurance Contributions.

Employers' National Insurance Contributions still needs to be paid on your assignment income, therefore is important that your agency adjusts your umbrella rate to account for the burden. If your agency does not account for Employers' National Insurance Contributions within the funds paid to Cool Company, then you will actually take home less money than you would do if the agency paid you via their own internal payroll function.

Please bear the above information in mind before you accept an umbrella rate from your agency and do not hesitate to call our payroll team if further support is required.

### Apprenticeship Levy

The Apprentice Levy was introduced on 6th April 2017 for all businesses (including umbrella companies as well) who have a payroll turnover greater than £3 million per annum. As with the Employers National Insurance Contributions, the Apprenticeship Levy will have been worked into your Limited hourly/daily rate (0.5% of the gross for tax).

The funds collected for the Apprenticeship Levy are allocated to an apprenticeship training fund (run by the government);

Cool Company will not have any financial benefit.

## **Other Deductions**

### Student Loans

If you are currently making student loan contributions, you will see this contribution on your payslip. The calculation is made based on 9% of your net earnings. However, there is a threshold before you have to pay. Please contact our payroll team for further guidance.

### Attachment of Earnings Orders

Cool Company is required to apply and begin deductions for any attachment of earnings orders that may apply to you. HMRC provides guidance regarding the priority of each obligation, the percentage of deduction and the frequency of payments.

### **Cool Company margin**

We have two payment frequencies. We can pay either weekly or monthly.

- For weekly payments, the margin is £22.50 per week paid.
- For monthly payments, the margin is £80.00 per month.
- Fees are tax-deductible. Therefore:
  - For a 20% taxpayer, your net weekly cost will be £18.00 and your net monthly cost will be £64.
  - For a 40% taxpayer, your net weekly cost will be £13.50 and your net monthly cost will be £48.

### **Holiday Pay**

By default, Holiday pay will be accrued at a rate of 12.07%, this will be deducted from your umbrella rate and withheld the holiday is taken. If Holiday is taken and there is not enough fund accrued, Cool Company will pay you the amount already accrued, and the remainder of the Holiday will be unpaid.

You can by request choose to have your Holiday paid in advance for each payment you receive an additional amount will be included to cover the amount of holiday you have accrued between payments.

This will be calculated at 12.07% of your umbrella rate. When you choose to take a holiday, you will not receive any payment as all amounts owed to you will already have been paid upfront.

As your holiday pay income is the same as your conventional income, you will be subject to Income Tax & National Insurance deductions before net payments are made to you.

### **Pension Contributions Automatic Enrolment**

Pension contributions detailed on your payslips relate to the mandatory Workplace Pension Scheme. If eligible, you will be automatically enrolled on the Cool Company workplace pension scheme operated by our pension provider.

Cool Company is required to automatically enrol all eligible employees onto the scheme after completing a 12-week qualifying period and make a subsequent deduction, however, you are not required to stay in the scheme if you choose not to. To opt-out of the scheme, please contact our payroll team.

If you wish to join the auto-enrolment pension scheme before the 12-week qualifying period, please contact customer support to notify Cool Company of your intention via email ([info@coolcompany.com](mailto:info@coolcompany.com)).

If you do wish to opt out of the scheme, please ensure you do this within a month of your Cool Company adding you to the scheme, as your contributions cannot be refunded after this point.

### **Statutory Payments**

#### Statutory Sick Pay (SSP)

If you have started work on your contract and earn a minimum wage of £118.00 per week and have been absent from work due to illness for 4 or more consecutive days, you are entitled to be paid SSP.

If you qualify for SSP you will receive payments for up to 28 weeks of your illness. Please contact our payroll team for the latest applicable levels.

For sickness that lasts 7 days or more, a doctor's note is required. No doctor's note is required if your absence from

work is less than 7 days.

SSP will be paid to you on your usual payment date - an Cool Company margin (see page 4 for details) will not apply to payments of SSP alone.

If you are unsure whether you qualify for SSP, please contact our payroll team.

### Statutory Maternity Pay (SMP)

SMP is a statutory payment in relation to maternity pay that you may be entitled to receive, depending on whether you meet the below eligibility criteria:

- Be on Cool Company's payroll in the 15th week before the expected week of childbirth (the 'qualifying week');
- Provide proof you are pregnant (via MATB1 form provided by the doctor or midwife);
- Have worked for Cool Company continuously for at least 26 weeks up to any day in the qualifying week;
- Your average earnings are not less than the lower earnings limit set by the government each tax year (contact our payroll team for more information);
- SMP is claimable for up to 39 consecutive weeks where you will receive 90% of your average earnings for the first 6 weeks of your maternity leave. For the remaining period, you will be paid the statutory amount. Please contact our payroll team for the current amount;
- SMP will be paid to you on your usual payment date – an Cool Company margin (see page 4 for details) will not apply to payments of SMP alone;

### SPP – Statutory Paternity Pay and Leave

If your partner is having a baby or adopting a child, you might be eligible for paternity leave and pay.

Eligibility criteria are as follows;

- On the birth of a child, where either:
  - You are the biological father and expect to have some responsibility for the child's upbringing; or
  - You are the mother's partner ('spouse', civil partner or someone with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle) and you expect to have main responsibility with the mother for the child's upbringing.
- On the birth of a child to a surrogate mother where you are, or your partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your partner responsible for the child.
- Where an adoption agency places a child with you and/or your partner for adoption and you expect to have main responsibility (with your partner) for the child's upbringing.
- Where a local authority places a child with you and/or your partner under a fostering for adoption arrangement and you expect to have main responsibility (with your Partner) for the child's upbringing.

You must also be employed through Cool Company continuously for at least 26 weeks up to, and including your qualifying week.

You will be paid Paternity pay at the statutory level or 90% of your average monthly earnings (whichever is the lower) for either one or two consecutive weeks. Our payroll team will further advise.

You cannot take paternity leave if you have already taken shared parental leave in respect of the same child.

There are a number of other family-friendly statutory schemes which you may qualify for including statutory adoption pay and leave, shared parental leave and pay and parental leave, time off for antenatal appointments and adoption appointments. Please contact our payroll team for further details.

### **Emergency Contact Details**

We are responsible for maintaining up-to-date details of your home address and the emergency contact telephone numbers of the person or persons you would like us to contact in the event of an emergency.

This information is confidential and will only be used when needed.

### **Changes to your personal details**

You are responsible to inform us as soon as possible of any changes to your personal details so that we can keep our

records up to date.

Any changes to your details must be confirmed in writing and emails will be accepted.

### **Leaving Cool Company**

If you wish to leave our services, Cool Company will require confirmation of your intentions in writing.

When contacting us, please make us aware of your Cool Company reference number, full name, the reason for leaving and your final working day.

As you are paid in arrears, we will not be able to issue your P45 until the week after your final payment has been made.

## **Health and Safety Guidelines**

Cool Company has a statutory responsibility to provide all employees with the information, training, and other support as is necessary to enable work activities to be carried out safely at all times.

We will actively promote a culture of health and safety best practices which will lead to the avoidance of, or reduction in, risks to health and safety, and ensure compliance with any local health and safety legislation.

We believe that an excellent company is by definition a safe company. Since we are committed to excellence, it follows that minimising risk to people is inseparable from all other company objectives. We recognise that good health and safety performance is a positive business investment and is the responsibility of both management and employees.

Responsibilities and relationships must be developed which promote a positive health and safety culture and secure the implementation and continued development of our health and safety policies.

As an organisation, we will ensure that sufficient resources are provided to ensure effective management and implementation of our health and safety arrangements. Each board member and senior management staff is responsible for ensuring that they have implemented all the relevant health and safety policies/procedures and have clearly defined the departmental process for ensuring safe systems of work.

Important points to note:

- You must familiarise yourself with the client's fire evacuation procedure;
- If you were to have an accident or almost have an accident, you should always report this to Cool Company as soon as possible;
- It is important for you to read and understand any appropriate risk assessments which have been prepared particularly for any work procedures or work systems that you will undertake;
- If you work from home for all or part of your assignment, please ensure that your work station is set up correctly and safely;
- If you are required to drive during the course of your assignment, please ensure that you drive safely and in accordance with road traffic legislation and you do not use your mobile phone.

It is important that you take these requirements seriously and you must liaise with your nominated client contact if you feel that your health & safety is being put at risk. You must also immediately raise your concerns with Cool Company.

It shall be noted that the above guidelines must also be applied when Cool Company's employees visit the end-clients' premises. In addition, employees shall comply with any Health and Safety Guidelines the end-clients may have in place.

# Policies

## **Slavery and Human Trafficking Statement**

This statement is made on behalf of Cool Company, as part of Cool Company Group, with respect to the [Modern Slavery Act 2015](#).

The acts require us, as a Company, to be clear both in our business and our wider supply chain about our efforts to eliminate any slavery and human trafficking. As a responsible organisation, we have the responsibility to be aware of the risk and to tackle slavery and human trafficking, reporting any concerns to management and we are committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business.

The Cool Company organisation has zero tolerance for slavery and human trafficking.

## **Internal Training and Policies**

In order to ensure a high level of understanding regarding the risks of modern slavery and human trafficking, we provide training to our employees and have a number of internal policies. These include, but not limited to;

- Right to work training
- Anti-Money Laundering Training Whistleblowing Policy
- Code of Business Conduct
- Identity checks

Our staff is encouraged to identify any suspicious behaviour in breach of the Modern Slavery Act 2015 to [info@coolcompany.com](mailto:info@coolcompany.com)

## **Diversity and Equal Opportunities policy**

The company values the contribution that every team member can make to its successful performance.

Discriminating against team members or job applicants on the grounds of age, gender reassignment, sex, race, disability, religion or belief, sexual orientation, marital or civil partner status, pregnancy or maternity, colour, nationality, ethnic or national origin whether actual or perceived, is unacceptable behaviour, and a breach of the company's rules.

This includes direct and indirect discrimination, harassment and victimisation. Such actions will result in disciplinary action. Any allegations of unfair employment practice will be fully investigated and recorded.

Allegations of unfair employment practice will be investigated under the company's established disciplinary procedures. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.

## **Privacy Policy**

Cool Company is committed to protecting the privacy and security of your personal information.

We collect and use personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulation (GDPR).

## Grievance Policy

### 1. About Grievance Policy

- 1.1 Most grievances can be resolved quickly and informally through discussion with us. If this does not resolve the problem, you should initiate the formal procedure set out below.
- 1.2 This procedure applies to all employees regardless of the length of service
- 1.3 This procedure does not form part of any employee's contract of employment. It may be amended at any time and we may depart from it depending on the circumstances of any case.

### 2. Step 1: Written Grievance

- 2.1 You should put your grievance in writing and submit it to [info@coolcompany.com](mailto:info@coolcompany.com)
- 2.2 The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.

### 3. Step 2: Meeting

- 3.1 We will arrange a grievance meeting, normally within one week of receiving your written grievance. You should make every effort to attend.
- 3.2 You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.
- 3.3 If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.
- 3.4 We may postpone the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.
- 3.5 We will write to you, usually within one week of the last grievance meeting, to confirm our decision and notify you of any further action that we intend to take to resolve the grievance. We will also advise you of your right to appeal.

### 4. Step 3: Appeals

- 4.1 If the grievance has not been resolved to your satisfaction, you may appeal in writing to the company's Director, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 4.2 We will hold an appeal meeting, normally within two weeks of receiving the appeal. Where possible this will be dealt with by someone who has not previously been involved in the case. You will have a right to bring a companion (see step 2 above).
- 4.3 We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

## Whistleblowing

The Public Interest Disclosure Act 1998 offers protection in certain circumstances against victimisation or dismissal for workers who "blow the whistle" on criminal behaviour or other wrongdoing.

Cool Company encourages our employees to bring their concerns to the attention of the company's Director. Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, facilitation of tax evasion, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations.

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

The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to inform us before reporting a concern to anyone external. The charity Protect operates a confidential helpline. Their contact number is 0207 157 9776.

We will not subject anyone to detrimental treatment or take disciplinary action against employees for whistleblowing, and any such treatment would be considered Gross Misconduct and may be dealt with in accordance with the Disciplinary Procedure.

## Disciplinary Policy

### 5. About this procedure

- 5.1 This procedure is intended to help maintain standards of conduct and to ensure fairness and consistency when dealing with allegations of misconduct.
- 5.2 Minor conduct issues can usually be resolved informally with the company's Director. This procedure sets out formal steps to be taken if the matter is more serious or cannot be resolved informally.
- 5.3 This procedure applies to all employees regardless of the length of service.
- 5.4 This procedure does not form part of any employee's contract of employment and is subject to amendment at any time.

The employee must also follow the disciplinary policy of the end-client.

### 6. Investigations

- 6.1 Before any disciplinary hearing is held, the matter will be investigated. Any meetings and discussions as part of an investigation are solely for the purpose of fact-finding and no disciplinary action will be taken without a disciplinary hearing.
- 6.2 In some cases of alleged misconduct, we may need to suspend you from work while we carry out the investigation or disciplinary procedure (or both). While suspended, you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless authorised to do so. The suspension is not considered to be disciplinary action.

### 7. The hearing

- 7.1 We will give you written notice of the hearing, including sufficient information about the alleged misconduct and its possible consequences to enable you to prepare. You will normally be given copies of relevant documents and witness statements.
- 7.2 You may be accompanied at the hearing by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion.
- 7.3 You should let us know as early as possible if there are any relevant witnesses you would like to attend the hearing or any documents or other evidence you wish to be considered and presented.
- 7.4 We will inform you in writing of our decision, usually within one week of the hearing.

### 8. Disciplinary action and dismissal

The usual penalties for misconduct are:

- (a) **Stage 1: First written warning:** Where there are no other active written warnings on your disciplinary record, you will usually receive a first written warning. It will usually remain active for six months.
- (b) **Stage 2: Final written warning.** In case of further misconduct or where there is an active first written warning on your record, you will usually receive a final written warning. This may also be used without a first written warning for serious cases of misconduct. The warning will usually remain active for 12 months.
- (c) **Stage 3: Dismissal or other action.** You may be dismissed for further misconduct where there is an active final written warning on your record, or for any act of gross misconduct. Examples of gross misconduct are given below.

We may consider other sanctions short of dismissal, including demotion or redeployment to another role (where permitted by your contract), and/or extension of a final written warning with a further review period.

### 9. Appeals

- 9.1 You may appeal in writing within one week of being told of the decision.
- 9.2 The appeal hearing will, where possible, be held by someone other than the person who held the original hearing. You may bring a colleague or trade union representative with you to the appeal hearing.
- 9.3 We will inform you in writing of our final decision the soonest possible, usually within one week of the appeal hearing. There is no further right of appeal.

## 10. Gross misconduct

10.1 Gross misconduct will usually result in dismissal without warning, with no notice or payment in lieu of notice (summary dismissal).

10.2 The following are examples of matters that are normally regarded as gross misconduct:

- a) theft or fraud;
- b) physical violence or bullying;
- c) deliberate and serious damage to property;
- d) serious misuse of the organisation's property or name;
- e) deliberately accessing internet sites containing pornographic, offensive or obscene material;
- f) serious insubordination;
- g) unlawful discrimination or harassment;
- h) bringing the organisation into serious disrepute;
- i) serious incapability at work brought on by alcohol or illegal drugs;
- j) causing loss, damage or injury through serious negligence;
- k) a serious breach of health and safety rules;
- l) a serious breach of confidence.

This list is intended as a guide and is not exhaustive.

## Employee Conduct

### Code of Conduct

The reputation and, therefore, the success of the Cool Company business depends on the way each individual carries out his/her work. We expect you to present yourself in a professional and business-like manner at all times. All reasonable instructions given to you must be carried out.

### Personal Telephone Calls

Whilst we recognise that there is a need to make or receive some personal telephone calls during working hours, these should be kept to a minimum. Non-work mobile phones should be switched off during office hours.

### Drink and Drugs

You are not permitted to drink alcohol or to be under the influence of alcohol during working hours. Similarly, you are not permitted to be in possession of or to be under the influence of drugs, other than those specifically prescribed to you by a registered medical practitioner, during working hours.

### Personal Possessions

It is your responsibility to take care of your own personal belongings whilst at work (money, coats, bags etc.). We cannot accept liability for the loss of, or damage to, your belongings whilst you are at work.

### Gifts, Bribery and Corruption

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.

Any member of staff, including those who are responsible for expenditure with outside suppliers, should not accept gifts or other rewards from them. Any such offer should be politely declined and anything received should be politely returned. The acceptance of low-value items such as diaries and calendars is however permitted from existing customers, suppliers and business partners.

**No Smoking Policy**

We value the health, safety and welfare of our employees. We recognise that smoking is damaging to health and harmful to the environment. This policy aims to protect all employees, customers and any visitors from exposure to second-hand smoke and to comply with the Health Act 2006.

Under the Health Act 2006 smoking in all enclosed premises and substantially enclosed premises is outlawed. The ban applies to anything that can be smoked and includes but is not limited to, cigarettes, electronic cigarettes, pipes, cigars and herbal cigarettes. This policy applies to all employees, clients and any visitors.

**IT Policy - General Guidelines**

Because of licensing regulations, you should not install software on client machines, unless permitted to do so. In most cases licensing agreements will not allow for any software to be copied by you or taken home. Records and/or software instructions must not be altered unless you are authorised to do so. You must ensure good practice to prevent the introduction of a virus to any of the systems you are authorised to use.

You should protect your personal password if you have one, and you must not use anyone else's ID to access systems that are not normally available to you. Employees who are issued with items of I.T. equipment are required to return them in good condition and in good working order at the end of the project for which they were issued or upon leaving our employment.

**Email**

From time to time you may be required to use a client's email system. As an important business tool use of email for non-business purposes should be kept to a minimum. You must not send emails containing material which is: pornographic or sexual; defamatory or offensive; in any way illegal; or which may in any way bring Cool Company into disrepute. Sending material of this kind is likely to be treated as Gross Misconduct.

**Internet**

You must not use the Internet to access the content of a pornographic or sexual or inappropriate nature. You must not access social networking sites during work hours. Doing so will be regarded as Gross Misconduct. You must not download unauthorised software from the internet whilst on a clientsite.

**IT Security**

In order to protect the client's IT Systems from the threat of computer viruses, we ask that you do not use instant messaging and peer to peer file sharing programs.

**Training and Development**

We are committed to providing the training and coaching that will enable employees to carry out their jobs to the highest standard and that will encourage them to develop their potential. A selection of training can be made available in most major cities.