

## Staff Handbook

*Welcome to..... (Setting name)*

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## 1. Introduction

(Setting name) is a registered charity/ voluntary managed/ private/ independent setting.  
We place great value on:

- The physical and emotional well being of the children: Meeting the individual needs of all children lies at the heart of the EYFS. We will, in close partnership with parents/carers, strive to deliver personalised learning, development and care to help children get the best possible start in life.
- Providing an open, welcoming environment where everyone's contribution is not only valued and respected but positively encouraged.
- Promoting positive attitudes to diversity and difference within all children, helping them to learn and to value different aspects of their own and other people's lives.
- Encouraging parents/carers to support and participate in the day to day activities that we provide for the children.
- Providing a safe and secure environment, in which children will thrive, staff will feel supported and valued, and parents will feel that their views and opinions are important.
- (Providers could use some of the above points to write their Mission Statement).

## 2. Working in Partnership with Parents

- All staff at (insert name) will work in partnership with parents building and valuing relationships to ensure a high quality service - we will use our key person system to ensure this happens effectively.
- We will provide a safe, welcoming and happy environment for the children and families that access our service.
- We will keep parents/carers informed of activities by displaying the planning and themes including information on the Early Years Foundation Stage.
- Opportunities will be provided for parents/carers to access information about the EYFS framework/activities offered in the setting and contribute to their child's learning in the setting and how they can be involved at home.
- We will always listen to parent's views and concerns to ensure their needs and the needs of their children are met.

## 3. Meetings

- All staff are required to attend meetings as requested to review their performance, discuss children's individual developmental needs and plan for activities.
- Key person systems may be used to arrange meetings.
- Annual General Meetings will be held on .....(insert date) and will require all staff to attend.

## 4. Equal Opportunities

Our approach is based on the following:

- Equality of opportunity is inclusive of everyone not exclusive to particular groups.
- We will not discriminate, whether directly or indirectly, in the treatment of any persons on the grounds of gender, race, culture, disability, religion, sexual orientation, marital status or for financial reasons.
- Equality of opportunity is the responsibility of everyone.
- All staff will abide by our equal opportunities policy and will be supported in its implementation.

- We will have an open and trusting environment where individuals are encouraged to discuss issues relating to equality of opportunity and are encouraged to challenge inequality in an appropriate manner.
- Failure by staff to abide by the principles of the equal opportunities policy in carrying out their role will be treated seriously and could lead to disciplinary action.

## 5. Health and Safety at Work

(Insert name) is committed to providing a safe and risk free working environment. It is the responsibility of you, the employee, to contribute positively to this aim by respecting the needs of others and by conducting yourself in a manner which illustrates your understanding of and compliance with the Health and Safety Policy, issued to you as part of your induction training and found in the policies handbook.

## 6. Remuneration

- Your date of commencement with (insert name) and rate of pay are as stated in your Staff Employment Contract.
- Your rate of pay will be reviewed annually.
- If you have any queries about your salary please contact your Manager.

## 7. Hours of work

- Your hours of work will be specified in your Staff Employment Contract.
- Staff that work 6 or more hours in any one day are entitled to a lunch break. (Refer to ACAS website for minimum requirements).
- Overtime will not normally be paid but additional hours worked during bank holidays will be negotiated with the committee/manager/owner and paid at your normal rate of pay.

## 8. Annual Leave

- The financial/annual leave year for..... (setting name) is between.....(e.g. 1<sup>st</sup> April) to.....(e.g. 31<sup>st</sup> March)
- Your holiday entitlement will be 5.6 weeks pro rata for part time staff, identified in you Staff Employment Contract. This may include the 8 Bank Holidays.
- There is no statutory entitlement for bank holidays. Additional unpaid leave on the grounds of religious or cultural beliefs will be granted at the discretion of the management/committee.
- All leave must be arranged with your Manager in advance. The forward notice must be at least twice the period of leave you are seeking, i.e. for two weeks leave you must give at least four weeks notice.
- On leaving the setting, any outstanding leave will be taken as part of notice. Should this not prove possible, outstanding entitlement will be calculated using the formula promoted by the Working Time Regulations 1998:

**(A x B) – C = entitlement**

**A** is your annual leave entitlement

**B** is the proportion of your leave year which has expired before your employment ends, and

**C** is the period of leave you have taken between the start of the leave year and the effective date of your termination.

<p><b><u>Full Time Employees</u></b></p>	<p><i>Example: - you work 5 days per week and are entitled to 28 days leave per year and your employment terminates six months into your leave year and you had already taken 3 days leave:</i>  <i><b><math>(A28 \times B0.5) - C3 = 11 \text{ days remaining entitlement}</math></b></i></p>
<p><b><u>Part Time Employees (calculated on a pro rata basis)</u></b></p>	<p><i>Example: -You work from 9am-12pm 5 days a week, term time only for 39 weeks per year and you are paid £75.00 per week. Your average weekly wage will be calculated as follows:</i>  <i>£75.00 x 39 wks = £2,925.00 annual pay</i>  <i>£2,925 annual pay divides by 52 wks = <u>£56.25 average weekly wage</u></i>  <i>You are therefore entitled to 5.6 weeks (28 days) holiday pay at this rate.</i></p>

- The regulations also provide for an employer to recover from final wages the value of any leave taken in excess of that earned, proportionate to the amount of leave year worked by the date of termination.

#### 9. Time off for public duties

Legislation prescribes that you must be allowed *reasonable unpaid* time off to perform a range of Public Duties. These duties are recognised by statute as being:

1. A justice of the peace.
2. A member of a local authority.
3. A member of a statutory tribunal.
4. A member of a police authority.
5. A member of a board of prison visitors or a prison visiting committee.
6. A member of a relevant health board.
7. A member of a relevant education body.
8. A member of the Environment Agency or the Scottish Environment Protection Agency.
9. Jury Service.

The measure of *reasonableness* will be applied in the light of the needs of the setting.

#### 10. Parental Leave and Time off for Dependants

##### Parental Leave

- You are entitled to request a maximum of 13 weeks unpaid parental leave during your child's first 5 years of life, or first 5 years following an adoption. For a disabled child this can be anytime during the first 18 years of life.
- This leave, unless requested for a period immediately following the birth of your child, will require you to provide 21 days notice of your request and can be for any period up to 4 weeks at any one time.
- You cannot take more than four weeks for any one child in one year.

### Time off for dependants

- A 'dependant' is defined as a spouse or partner, child, parent and for the purposes of the first 3 items listed below, anyone who relies on you for help or to make arrangements (e.g. someone other than a lodger, tenant, employee or boarder who lives in the same household as you).
- There is a further category of dependant: any person who reasonably relies on you either for assistance if the person is ill, is injured or assaulted, or to make arrangements for the provision of care in the event of illness or injury.
- You are entitled to take *reasonable* unpaid time off work to attend to the emergency care of dependants. This 'care' is described as follows:
  1. To help when a dependant is ill, gives birth or is injured or assaulted.
  2. To arrange for an ill or injured dependant to be cared for.
  3. Because a dependant's care arrangements are unexpectedly changed.
  4. As a result of the death of a dependant.
  5. To deal with an accident involving a child that occurs unexpectedly in school time.

*If your Manager considers that you have unreasonably abused this facility you may face disciplinary action.*

- You should note that the Time off for Dependants facility is not intended to meet the occasional need to schedule personal appointments during working time. (Typical examples are for G.P. or Dentist appointments.) Where such needs arise you should, wherever possible, arrange your appointments outside your normal working hours or otherwise at times when your normal working hours will be disrupted as little as is possible. You should always advise your Manager of your needs and secure agreement before taking the time off.

### 11. Sickness Leave and Pay

- If you are unable, due to sickness or injury, to attend work, you must inform your Manager as soon as possible on the first day of absence normally before **(insert time)**. You are also required to advise the expected date of your return to work. If you are not able to return on the day expected, you should contact your Manager again and advise of your revised expected date of return.
- If the period of absence is for more than 1 but less than 5 continuous days due to sickness or injury, you must report to your Manager immediately on return to work and complete a Self-Certification Form in his/her presence.
- In the event of that absence exceeding 5 continuous days, due to sickness or injury, you must submit a Medical Certificate as soon as possible. Thereafter, further certificates must be submitted covering all absence until you resume work, at which time you will only be allowed to recommence employment on the submission of a Final Certificate.
- Should you fail to complete the Self Certification form, or provide false information, or fail to supply Medical Certificates for any absence exceeding 7 continuous days, then you could have disciplinary action taken against you.
- Employees who qualify will be paid Statutory Sick Pay. Should your Manager have concerns as to the nature and extent of your self-certificated sickness absences you may be asked to justify your circumstances.
- NOTE: *Statutory Sick Pay can only be claimed for up to 28 weeks in any 3-year period.*

## 12. Maternity/Paternity Rights

- You should notify your Manager as soon as you believe you may be pregnant and indicate the date the baby is due as there are Risk Assessment implications that may leave you subsequently disadvantaged if your circumstances cannot be assessed at the earliest opportunity.
- You will be entitled to paid time off for ante -natal care, but you should endeavour to make these appointments at the beginning or end of the working day where possible.
- You will be entitled to 26 weeks ordinary maternity leave, which can begin no earlier than the 11<sup>th</sup> week before your baby is due, provided at least 21 days written notice is given to the setting, if reasonably practicable, together with your original certificate from your doctor or midwife giving the expected week of childbirth (MATB1). The Expected Week of Childbirth (EWC) means the week, beginning with midnight between Saturday and Sunday, in which it is expected that childbirth will occur. In other circumstances, maternity leave will commence on the day following the birth of your baby or if you become ill wholly or partly as a result of your pregnancy in the six weeks before the week your baby is due.
- During ordinary maternity leave, all contractual entitlements will continue except for the right to remuneration (see Maternity Pay below).

### Notification procedure

- To exercise your right to ordinary maternity leave, you must inform the setting, by the end of the 15<sup>th</sup> week before your Expected Week of Confinement (EWC):
  - That you are pregnant
  - Of your expected week of childbirth
  - Of the date on which you intend your ordinary maternity leave to begin.
- The setting has the right to require a Certificate of Expected Childbirth (Mat B1 or equivalent) signed by your doctor or registered midwife.
- The setting will respond in writing within 28 days of receiving the above information informing you of the date on which your Ordinary Maternity Leave ends, and if entitled to it, the date on which her Additional Maternity Leave ends.

### Premature birth or a pregnancy-related illness

- If birth occurs prematurely, Ordinary Maternity Leave will begin on the day this occurs. If you fall ill with a pregnancy-related illness on or after the beginning of the 6<sup>th</sup> week before your EWC, your Ordinary Maternity Leave will begin on either the first day of that 6<sup>th</sup> week, or on the day on which you are taken ill, whichever occurs sooner.

### Additional Maternity Leave

- If you have worked continuously for 26 weeks or more by the end of the 15<sup>th</sup> week before your baby is due, you will be entitled to take up to 26 weeks Additional Maternity Leave. This leave runs from the end of the ordinary maternity leave above, giving a total of up to 52 weeks maternity leave in all. Certain elements of your contract of employment continue during Additional Maternity Leave. You will remain bound by duty of trust and fidelity implicit in your contract of employment and your contractual notice period will still apply.

## Return to Work

- You are entitled to return to work in the job in which you were previously employed before your Ordinary Maternity Leave began or if that is not reasonably practicable, to another job that is both suitable and appropriate for you, and on terms and conditions no less favourable than before.
- If you intend to return to work at the end of your full maternity leave entitlement, you are not required to give any further notification to the organisation.
- If you decide to return to work before the end of your maternity leave you will be required to give a minimum of 28 days written notice to the organisation.
- If during your maternity leave you decide not to return to work you will be required to give written notice as required in your contract of employment.

## Maternity Pay

- Provided you have been continuously employed by the setting for 26 weeks by the beginning of the 15<sup>th</sup> week before your baby is due, earn over £95 per week and you have complied with the notice requirements above, you will be paid Statutory Maternity Pay for the duration of your ordinary maternity leave.
- For the first six weeks leave you will be paid SMP at the rate of 90% of your average earnings on or before the 15<sup>th</sup> week before your baby is due. For the next six weeks you will receive Occupational Maternity Pay at the rate of 75% of salary (or £102.80, whichever is the greater). For the next six weeks you will receive 60% of salary (or £102.80, whichever is greater). And for the remaining 8 weeks you will receive SMP at the lower rate as prescribed by the Government. This is £102.80 per week.
- For part time employees the rate of Occupational Maternity Pay will be determined by applying the above formula but recognising that the percentage rates will relate to the OMP being the lower of the percentage figure or the £102.80 where the percentage would take OCP below the £102.80.
- SMP is paid monthly via the payroll and is subject to tax and national insurance. If you do not qualify for SMP you may qualify for Statutory Maternity Allowance. You should contact the Benefits Agency for more information.
- The details above are a summary of Maternity Leave and Pay provisions. In the event of any conflict between this summary and legislation, the latter will prevail.

## Paternity Leave

- You will be entitled to two weeks paid paternity leave following the birth of your baby, provided you have worked continuously for the organisation for 26 weeks ending with the 15<sup>th</sup> week before the baby is due. You can choose to take either one stand-alone week or two consecutive weeks paternity leave. You must inform the setting of your intention to take paternity leave by the end of the 15<sup>th</sup> week before the baby is due. You must also inform the organisation of:
  - The week the baby is due
  - Whether you wish to take one stand-alone or two consecutive weeks' leave
  - When you want the leave to commence
- Paternity leave can start:
  - From the date of the child's birth (whether this is earlier or later than expected), or
  - From a chosen number of days or weeks after the date of the child's birth (whether this is earlier or later than expected), or
  - From a chosen date later than the first day of the week in which the baby is expected to be born.
- Leave can start on any day of the week, but must be completed:

- Within 56 days of the actual date of birth of the child, or
- If the baby is born early, within the period from the actual date of birth up to 56 days after the first day of the expected week of birth.
- Only one period of leave is available to employees irrespective of whether more than one child is born as a result of the same pregnancy.
- During paternity leave, all contractual entitlements will continue except for the right to remuneration (see Paternity Pay below).

### Paternity Pay

- During paternity leave, most employees will be eligible for Statutory Paternity Pay (SPP). The rate of SPP is the same as the standard rate of SMP - £100 per week or 90% of average weekly earnings if this is less than £100.
- The details above are a summary of Paternity Leave and Pay provisions. In the event of any conflict between this summary and legislation, the latter will prevail.

### Adoption Leave and Pay

- The rights to adoption leave and Statutory Adoption Pay (SAP) allow an eligible employee (one who has been continuously employed by the setting for a period for 26 weeks) who is adopting a child to take time off when a child is placed with them for adoption. An eligible employee is entitled to 26 weeks ordinary adoption leave and a further 26 weeks additional adoption leave, running from the end of ordinary adoption leave. During the period of ordinary adoption leave the employee may also be entitled to Statutory Adoption Pay.
- The rights to paternity leave and Statutory Paternity Pay (SPP) allow an eligible employee to take paid leave to care for their child or to support the adopter following placement for adoption. They can take either one week's or two consecutive weeks paternity leave and during this time may be entitled to SPP.
- Employees who take ordinary adoption leave or paternity leave are entitled to return to the same job: employees who take additional adoption leave are entitled to return to the same job or, if that is not reasonably practicable, a suitable alternative. Employees taking adoption or paternity leave are also protected against unfair treatment (detriment) and dismissal on grounds related to taking adoption leave.
- It is recommended that employees notify the setting of their intention to take adoption or paternity leave when they or their partner are approved for adoption. This will allow time to plan for the intended period of leave.
- The details above are a summary of Adoption Leave and Pay provisions. In the event of any conflict between this summary and legislation, the latter will prevail.

### 13. Termination of contract

- Both the employee and employer are contractually required to give 4 weeks notice to terminate the employment contract. The notice from the employer will be extended by statute for any notice to terminate, except for summary dismissal, where continuous service is beyond 4 years. Any outstanding annual leave due will be taken as part of notice or may be paid in lieu where circumstances dictate.

#### 14. Pensions

- (Insert name) does not operate a private pension scheme but can offer access to a stakeholder pension with (insert pensions company name). Any employees wishing to contribute to this scheme please discuss this with your Line Manager/ Chair. (Delete as necessary)

#### 15. Disciplinary Procedure

- (Insert name) views any breach of discipline as extremely serious. Those involved with, or responsible for, breaches will be subject to disciplinary proceedings at an appropriate level.

##### Disciplinary Procedure

- (Insert name) requires rules and procedures to be complied with to ensure a good relationship between employees and their Managers. It is hoped that there will be no need to use the disciplinary procedure. However, should such action be deemed necessary, the procedure laid down below should allow all relevant issues to be dealt with reasonably. Disciplinary action is initially at the discretion of the individual's Manager.
- Employees will only be disciplined or dismissed after the Manager has confirmed the decision to take disciplinary action with the Management Committee/Owner.

##### Verbal Warning

- The employee will be interviewed by their immediate Line Manager and given an opportunity to explain their case.
- The employee will be given advice and help if possible and, if a disciplinary warning is deemed to be necessary, a Verbal Warning will be given and a record of this will be kept on the individual's personal file and will not be considered 'spent' until twelve months have elapsed.
- This warning will detail the reason, the expected improvements, the time scales within which the improvement should occur and the names of the persons present during the meeting.
- Your Manager will report any verbal warnings to the Management Committee/Owner.

##### First Written Warning

- The employee will be interviewed by the Manager concerned and given an opportunity to explain their case. Managers will have discussed their intended course of action with the Management Committee/Owner before proceeding.
- If a disciplinary warning is deemed to be necessary, a first Written Warning will be given and a record of this will be kept on the individual's personal file and will not be considered spent until twelve months have elapsed.
- This warning will detail the reason, the expected improvements, the time scale within which the improvements should occur and the names of the persons present during the meeting.

### Final Written Warning

- The employee will be interviewed by the Manager concerned and given an opportunity to explain their case. Managers will have discussed their intended course of action with the Management Committee/Owner before proceeding.
- If a disciplinary warning is deemed to be necessary, a Final Written Warning will be given and a record of this will be kept on the individual's personal file and will not be considered 'spent' until twelve months have elapsed.
- This warning will detail the reason, expected improvements, the time scales within which the improvements should occur and the names of the persons present during the meeting.
- The warning will also confirm that further breaches of discipline may lead to termination of employment.

### Dismissal

- Any proposal for dismissal will be initially considered and approved by the Management Committee/Owner.
- The Manager accompanied by the owner, chair or one other member of the Management Committee will interview the employee and give them the opportunity to explain their case and respond to any charges made.
- If the proposal to dismiss is endorsed, the Management Committee/owner will serve notice of termination of employment on the employee.
- In cases of gross misconduct, such as physical violence, theft, improper personal behaviour, malicious damage to property or similar offences, employees may be summarily dismissed without notice and without issuing warnings as detailed above.
- (Insert name) reserves the right to use or omit any steps in the procedure should it consider it appropriate and also reserves the right to have a flexible yet fair standard of disciplining employees if required.
- All employees have the right to be represented by a fellow employee or union representative at any disciplinary/dismissal meeting.

### Safeguarding Children

Where an allegation of child abuse is made against a member of staff that causes concern, or that they have behaved in a way that has harmed a child, or may have harmed a child, possibly committed a criminal offense against or related to a child, or behaved towards a child or children in a way that indicates s/he is unsuitable to work with children, we will:

- Cooperate fully with any enquiry.
- Detailed records will be taken.
- The setting disciplinary procedure will be followed where necessary.
- Ofsted will be informed.
- We will need to contact the Local Authority Designated Officer for Managing allegations through the Local Safeguarding Children's Board Customer Services Centre (Tel. 01522 782111).
- The setting may have to inform the ISA regarding any allegations.
- Suspension will not be an automatic response to an allegation, but we will need to consider the seriousness and plausibility of the allegation, the risk of harm to children and the possibility of tampering with evidence, as well as the interests of the person concerned and the setting.
- If the allegation is of a serious nature then the management/owner/committee will decide if the employee should be suspended on pay, whilst investigations are being made.

## 16. Grievance Procedure

- All Staff have a right of appeal if they think they have been unfairly treated.
- Staff with a grievance should first inform their immediate Line Manager, if that person is not the subject of the grievance, or the next higher level.
- If the issue cannot be resolved informally, staff should raise a formal grievance with their immediate Line Manager not involved in the grievance. They may also ask a colleague, union representative to accompany them to any interview following the informal stage.
- Every attempt should be made to resolve grievances within 5 working days, before referring the matter to the next stage.
- If the grievance is not satisfactorily dealt with at the first formal stage, staff should raise a formal appeal against the outcome of the first stage by putting their grievance in writing to the Chair of the Management Committee/Owner.

## 17. Complaints

- Any member of staff who believes that they have been adversely affected by unfair discrimination or harassment should raise the issue via the Grievance Procedure. Staff will not be victimised or bullied for making a complaint and any occurrence of alleged victimisation will be treated very seriously. The Committee/Owner will deal with all complaints promptly and sensitively.

## 18. Data Protection

- The Data Protection Act (1984) became effective on 11 November 1987 and the 1998 Act came into effect 1<sup>st</sup> March 2000. These Acts give staff members the right of access to stored personal data.
- If a staff member requires details of stored personal data, they must approach the Chair/Owner in writing to request access.

## 19. No Smoking Policy

- **(Insert name)** aims to provide a safe, healthy and comfortable environment for children, employees and visitors and operates a NO SMOKING Policy.
- Prospective staff applying for position with the **(insert name)** will be informed of this policy during the recruitment process.
- Visitors should be politely informed about the 'No Smoking' policy.
- Non-conformance with the 'No Smoking' policy will be viewed as a disciplinary issue. Smoking breaks are not available. Staff smoking during their lunch break or before or after work should ensure the satisfactory disposal of their litter and are not permitted to smoke anywhere on the premises.

## 20. Alcohol/substances policy

- Any member of staff who arrives at work or is found during working hours to be under the influence of either alcohol or substances which effect their ability to perform their duties will be viewed as a disciplinary issue.

## 21. Employees Property

- **(Insert name)** does not accept any liability for the loss of, or damage to employee's property brought onto **(insert name)** premises.

## 22. Employers & Public Liability

- All staff, are covered by **(insert name)** employers and public liability insurance.

## 23. Staff Appraisals

- As a jobholder, you have a personal responsibility for your performance and development at work. To fulfill this responsibility you need to know what you are expected to do at work and how well you are doing it. You also need opportunities to perform your current role more effectively and to develop yourself for the future.
- Staff Appraisals should take place to a timescale suitable to both employee and manager and reflect the needs of the job, employment hours and the degree of formal support that is beneficial.

*There is a minimum requirement for 1 appraisal per year.*

## 24. Staff Training

- In order that **(insert name)** investment in training is properly planned and prioritised, it is vital that, wherever possible, critical training and development needs for the **full year ahead** are identified.
- **The Management/Committee will seek funding to cover the cost of attending mandatory training.**
- A minimum of 4 days training will be provided per year.
- Time off (paid or unpaid) to attend training during normal working hours will be negotiated with the Management/Committee.
- As a childcare provider, it is essential that we evaluate our investment in training and development. This practice will, itself, reinforce learning. The feedback of that evaluation will help to improve continuously the effectiveness of such investment. The Management/Committee will discuss training undertaken and consider how the 'learning' gained has been integrated into working practice.

## 25. Collective Arrangements/ Trade Unions

- Any Collective Agreement does not cover your Terms and Conditions of Employment.

## 26. Probationary Period

- **(Insert name)** will confirm your appointment after a **(insert time)** probationary period from the date of commencement of duties, provided that the management/committee is satisfied that the duties are being fulfilled.
- During the first three months you will have a planned induction programme. This will include familiarisation with all **(insert name)** policies and procedures.
- During the probationary period employment may be terminated by either side on one week's written notice.
- The disciplinary procedure will not come into force until the completion of this period when the appointment is confirmed.

27. Disclosure of Information

- All employees must have read and agreed to the Confidentiality Policy within their first week of employment.
- You should not directly or indirectly disclose to any unauthorised person any confidential knowledge or information relating to **(insert name)** or its members without first obtaining permission in writing.
- The rules concerning disclosure of information apply both during and after your employment with **(insert name)**.
- At the time of leaving **(insert name)**, for whatever reason, you are required to return all products, documentation or any other information related to **(insert name)** and, if requested, confirm compliance of the same in writing.

This staff handbook has been created by..... (Setting name)

Issued on \_\_\_\_\_ (Date)

Issued by \_\_\_\_\_ (Name)

*Information included in this handbook is correct at time of printing*

SAMPLE