



# **RETAIL EMPLOYEE HANDBOOK**

K E R I N G



# WELCOME

We are delighted that you have chosen to become part of Kering. As an employee of the Group you can expect an exciting and dynamic career, working for a a Global Luxury Group with an ensemble of luxury houses in fashion, luxury goods, jewellery and watches, with developing sports & lifestyle brands.

This Handbook is all about you and your employment. It provides information on the way we work and our employment policies and procedures. It will help you to understand how we do business show we work together, what we expect from you and what you can expect from us.

We hope this Handbook will help to guide you during your career with us, however; please do not hesitate to ask your Manager or a member of the HR team if you have further questions. We are here to help and we want to ensure that your experience with us is enjoyable and rewarding.

Please note; if you are located in the Republic of Ireland there may be specific policies related to your local employment legislation that sit adjacent to this Handbook, which will take precedent. These will also be provided to you and are available on the online Kering HR platform.

Thank you for joining our team.

We are pleased to have you on-board!

ABOUT KERING

Kering is an imaginative, growing and profitable Group in luxury and sport & lifestyle that develops a well-balanced ensemble of 20 brands. We aim at smartly combining the accomplishment of our brands’ customers with a positive contribution to people – employees and partners; society – especially women and talent; and the planet.

In an industry that is constantly changing, Kering continues to be a market leader and we do this by ‘Empowering Imagination’. This gives our Brands and our people the freedom and support to fulfil their potential. We develop talent throughout the Group, by constantly pushing boundaries and having the vision to achieve ambitious strategies.

Kering has set out guidelines and a Group Framework under which Brands operate, so each Brand has autonomy to preserve its creative freedom and its unique image and positioning. With the synergies that can be found within each division we are able to optimise best practices and knowledge-sharing across all Brands, and to propel Brands to lead with new business models that contribute to a better world economically, socially and ecologically.



UK SHARED SERVICES

In the UK, we have employees based in corporate offices and stores from many of the Kering Luxury and Kering Sports and Lifestyle Brands. As a result, we leverage resources and operate shared services.

These services include:

- Human Resources
- Information Technology (MIS)
- Finance
- Operations

This handbook applies to all employees employed in the UK, including the following Brands and entities:

<b>Alexander McQueen</b>	<b>Kering</b>
<b>Brioni</b>	<b>Kering Eyewear</b>
<b>Balenciaga</b>	<b>Pomellato/ Dodo</b>
<b>Bottega Veneta</b>	<b>Saint Laurent</b>
<b>Boucheron</b>	<b>Stella McCartney</b>
<b>Christopher Kane</b>	<b>Time &amp; Gems</b>
<b>Gucci</b>	<b>Volcom</b>

When you start working with us, you are required to read these policies and procedures and to sign the Statement of Awareness to let us know that you have read and understood them. A Statement of Awareness will have been enclosed with your contract of employment, and needs to be returned electronically to the HR team as soon as possible.

We reserve the right to make reasonable changes to the contents of this Handbook from time to time, and you will be made aware of these changes in advance. It is your responsibility to ensure you familiarise yourself with any changes.

## HR TEAM

Throughout your employment there may be times when you need to contact the Kering UK HR Shared Services team. To enable the right person to respond to your enquiry as quickly as possible, we have dedicated HR email accounts for you to use:

### HR Administration and Employee Relations

#### **MyHR@kering.com**

Examples could be:

- Queries relating to your terms and conditions of employment e.g. hours, annual leave, Company policies.
- Queries relating to the online HR self-service tool e.g. login issues.
- Paperwork you require to support the terms and conditions of your employment e.g. discount cards, probations, references.
- Changes during your time with us e.g. promotions, updating your personal details, lifestyle events – maternity / paternity etc.

Information sent via paper format can be scanned / saved and sent to this email address.

### Pay & Reward

#### **Pay.Reward@kering.com**

Examples could be:

- Payslip queries, such as tax code or tax queries.
- Questions about your reward package and related benefits.
- Reward Studio Card queries.
- Sending your monthly timesheets and commission files.

## Talent

Please continue to contact the resourcing team in the normal way for any recruitment needs. If you wish to speak with any of the team, please call 0207 898 3000.

Any paper documents should be sent to:

HR Department, Kering UK Services Limited,  
6th Floor, 62 Buckingham Gate,  
London, SW1E 6AJ.

In addition to the UK HR Shared Services team, your Brand will also have a dedicated HR team, based in either in the UK or your Head Office location.



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## WORKING WITH US

This section provides you with key information about starting work with Kering.



## YOUR CONTRACT

Before joining us you will receive a contract of employment outlining your terms and conditions of employment. Some parts of this Handbook are also contractual and these items will be clearly marked for your information. Your contract of employment will take precedent over this Handbook should a conflict occur.

Most of the information in this Handbook is not contractual and reflects our current employment rules and guidelines for working together. If you have any questions about your contract, or this Handbook, please speak to your Manager or a member of the HR team.

### Store Approval

If you will be working in one of our concessions within a department store, your employment with us is dependent on you receiving the appropriate store approval. You will be unable to start working with us until this is received. Whilst you are working within the department store, you must also follow their policies and procedures, which you will be provided as part of your induction. At any point throughout your employment your store approval may be suspended or removed, and in these cases; your employment may be managed in line with the Company's Disciplinary Policy.

## CODE OF ETHICS

Ethical behaviour and sustainability are at the heart of the way the Group do business and there is no sustainable business without trust. This trust is based on our ability to demonstrate our day-to-day commitment to responsible business management. Taking an ethical approach to business under all circumstances guarantees longevity and success, and we depend on the trust of all our customers, shareholders, partner's and most importantly, employee's, to withhold ethical principles and standards. Our Company Code of Ethics sets out these principles in detail, and you are required to read this Policy when you start working with us, and to acknowledge your understanding of this, by signing the Statement of Awareness (enclosed with your contract of employment). The Company Code of Ethics is available on the Kering HR Platform. Please do not hesitate to speak to your Manager or a member of the HR team if you have any queries relating to this Policy.

## REPRESENTING US

As a leading luxury group, high standards of personal appearance are essential for all of us. Your appearance must reflect the quality of our Brands and you should be dressed appropriately at all times.

If you have any specific religious, or medical requirements regarding dress code, please discuss these with your Manager and a member of the HR team who will work with you to ensure a solution can be reached.

If you are provided with a uniform, you must wear this whilst working and adhere strictly to the uniform guidelines provided by your Brand.

Please refer to any relevant Brand guidelines for further details on dress code at work and representing the Brand.

## YOUR DETAILS

We need to keep a record of some of your personal details, as it helps us with our employment processes, such as; making sure you are paid on time. If any of your details change, e.g. your home address or bank details, it is your responsibility to let us know as quickly as possible. You can do this online via the Kering HR platform.

We understand that your personal details are private, and when we store or use them we will follow the regulations of the Data Protection Act 1998. Please see the Data Protection Policy for more information.

## WORKING IN THE UK

Kering has a legal obligation to ensure that we do not employ anyone who does not have the valid right to work in the UK, as this is considered a criminal offence.

### Right to Work

All our employees need to have, and be able to demonstrate, their right to work in the UK. All prospective employees will therefore be requested to present their original right to work documentation prior to commencing employment. The Company will not employ any prospective employee until appropriate checks have been satisfactorily completed. In some cases, with your prior consent, we may use an employer checking service via the Home Office.



## Your Responsibilities

You are responsible for ensuring that you have the necessary permission to work in the UK and that you have the required legally recognised documentation to demonstrate this. If you do not have an automatic entitlement to work in the UK, but you hold a visa, permit or sponsorship, which allows you to enter into employment with the Company, you are required to provide this documentation upon the request of your Manager or member of the HR team for review.

Please also inform us as soon as possible if your immigration status should change. If you are a sponsored migrant, you will have additional responsibilities; and the HR team will inform you of these. Failure to provide documents for checking, or failure to advise us of changes to your circumstances, may lead to formal disciplinary action being taken, up to and including summary dismissal.

## Expiration of Right to Work Status

If your right to work in the UK is linked to a visa, permit or sponsorship, with a clear expiration date, and you are unable to extend or renew this form of validation, your employment with the Company may be terminated in line with the expiration of your right to work status.

For more information, please refer to your employment contract or contact a member of the HR team.

## THE WORKING DAY

If you are a retail based employee, your working hours will be outlined on a rota, which will be provided to you with advance notice. Due to the nature of our business the amount of work can vary depending on the season; so it may be busier during a sale or stock take, for example. To accommodate this, your scheduled hours and days of work may vary.

You will be entitled to take rest breaks during a full working day, and a one-hour unpaid break for lunch. You must take these breaks at your scheduled time, so that the shop floor is always appropriately covered.

It is important you are always on time for work, as your Manager and colleagues rely on you. If you need time off, or you are unable to attend work, please make sure you follow the relevant reporting procedure as covered in our absence policies, included within this handbook. Equally, in the event that you may be late for the start of your shift, please contact your Manager as soon as possible, via telephone, to update them of your expected arrival time. Should lateness become consistent or occur regularly this may be investigated in line with our Company's Disciplinary Policy.

## Your Maximum Working Hours

The Working Time Regulations 1998 provides a limit on weekly working time of an average of 48 hours. However, you may be required on occasions to work in excess of an average of 48 hours per week. In signing your contract of employment, you consent to work such additional hours should that become necessary. You may withdraw this consent by giving us 3 months' notice in writing at any time. To do this, you need to write to your Manager and a member of the HR team.

## Working on a Sunday

As a customer orientated business we may need you to work on Sundays. If you do not wish to do so, please give your Manager a signed and dated letter stating that you do not want to work on Sundays. You should provide us with a minimum of 3 months' notice. We may not be able to transfer your Sunday hours to other days, if that happens, we will need to reduce your contracted weekly hours, pay and rewards accordingly. Please note; that if you only work on Sundays, then writing this letter will amount to your resignation.

## Working on Bank and Public Holidays

Owing to the nature of our business you may be expected to work on many of the Bank or Public Holidays. You will have extra days included in your total annual leave as a result of this. You can ask not to work on these days by applying for annual leave in the usual way – please see the Annual Leave Policy. If you are on leave or not needed to work for a Bank or Public Holiday, this day will be deducted from your total annual leave balance. Your Manager will let you know if you are entitled to be paid overtime for Bank or Public Holidays.

## TRAVELLING FOR WORK

Please refer to your Brand's Travel Guidance Policy when booking international travel. You should book this through Business Travel Partnership (BTP) who can be contacted on +44 208 614 9000 or through the online BTP portal.



## Claiming Expenses

Please refer to your Brand's guidelines on claiming expenses. For further details, please speak to your Manager or a member of your Finance team.

## Visa Applications

If you need to travel on business outside of the European Economic Area, you may need to obtain a visa. As soon as you know that you will need a visa, please contact a member of the HR team.

In addition, further information about the Company's travel and expenses procedures can be found in the Travel and Expenses Policy, available on 360.

## WORKING WITH RELATIVES

If an employee works in the same department as a relative, we need to be made aware of this, to ensure there is always consistency and fairness across the team, and it is managed appropriately. By 'relative' we mean spouse, partner, parent, child, brother, sister or someone otherwise related by marriage. If this situation arises, or if you work in a department and are made to feel uncomfortable due to an impact of such a relationship, please make your Manager, or a member of the HR team aware so they can support you.

If a relationship forms at work with someone in the same department you must let your Manager and a member of the HR team know straight away, in writing. If this situation causes concern, we will try to resolve the situation by moving one or both employees. If this is not reasonably possible we will explore alternative appropriate solutions.

## VISITS FROM FRIENDS

Your family and friends are very welcome to shop in our stores, however; please discourage them from coming specifically to visit you, as this can interfere with your work. Visitors who want to meet up with you may wait for you outside the employee entrance, before or after working hours. They may not join you for lunch or work breaks in staff areas, as these are for employees only.

## REFERENCES

If you need a reference for an application, such as; a tenancy, mortgage or bank account, please contact a member of the HR team. You must not personally provide a reference for anyone on behalf of the Company, all requests must be passed to **MyHR@Kering.com**. All references provided to external parties will be fact-based only.





## YOUR CAREER

We recognise that our most important resource is our people, and we are therefore committed to supporting you to develop your skills and career with us.

Whilst we encourage you to own and drive your professional development, this section also outlines some of the key ways in which we will help you to reach and exceed your full potential.

## INDUCTION

Being new to the Company, it is important that you know how your Brand and Kering work together, what we expect from you, and what you can expect from us. Your induction is therefore vital in ensuring these valuable foundations are laid, so that you have the knowledge and information you need to hit the ground running in your new role.

During your first few weeks with us, you will be equipped with the knowledge and skills you need to integrate into the Company, and your chosen role. Your Manager will guide you through an individual induction plan tailored to your position and place of work, and we hope that this will help you to settle in quickly, so you can start making your contribution to Kering's success.

In addition to your tailored induction plan, we hold regular induction sessions for new joiners across Kering in the UK. The Kering induction is open to people from each of our Brands, and aims to outline the following:

- How the Group is structured and operates.
- The history of the Group and an introduction to each of our Brands.
- Kering in the UK and our Shared Services.
- Kering's approach to reward and recognition.
- The Kering online HR tool.
- New starter documentation.

In addition, this induction is an opportunity for you to ask any questions you may have about your new starter experience, as well as a chance to meet and get to know other people in the Group. For further information about the Kering induction please email the HR team at [myhr@kering.com](mailto:myhr@kering.com).

## PROBATIONARY PERIOD

We want everyone to have the best possible start with us and to be set up for success. During your first few months we will provide you with the support, guidance and resource required to ensure you settle quickly into your new role. This policy will outline everything you need to know about how we manage this important time. Please see your contract of employment, which will outline the length of your individual probationary period.

## Setting Objectives

We want you to hit the ground running and feel clear about what is expected of you in your new role, and that's why your Manager will set key objectives with you in your first few weeks. These will help to give you some structure, as you find your feet, and they will provide focus as you get to grips with your new role. Your Manager will complete the Probationary Period Form with you and spend time explaining their expectations. This is also an ideal opportunity for you to share and discuss your objectives for your first few months, and to raise any concerns or feedback you may have.

## The First 3 – 6 Months

Your Manager will hold regular catch-ups with you during your probationary period (normally 3 – 6 months in length). The aim of these conversations is to ensure there is regular feedback for both parties and to provide support and advice during this period. Your Manager will provide constructive feedback on your performance, review your objectives, and check you are receiving the training and support you need. These catch-ups are also an opportunity for you to tell us how you are finding things and what else you need to make your start with us a success.

## The End of your Probationary Period

There are a number of scenarios which may happen at the end of your probationary period:

- 1. Passing Probation.** If you have successfully reached the expectations of your role, and achieved your probationary objectives, your Manager will be able to confirm your probationary period as successfully passed. Your Manager will send a copy of your Probationary Period form to [myhr@kering.com](mailto:myhr@kering.com) and the HR team will confirm your passed probation in writing.
- 2. Extending Probation.** If you need further time to be able to achieve your probationary objectives, and if your Manager has any doubts about your ability to meet the requirements of your role, your probationary period may be extended for a reasonable period of time. When extending a probationary period, your Manager will provide clear feedback on the reason why, and what demonstrated improvements are required from you. Once a probationary period has been extended your Manager will email [myhr@kering.com](mailto:myhr@kering.com) with the details for the extension so it can be confirmed in writing to you.





**3. Ending Probation.** If unfortunately, you have failed to demonstrate the right skills, behaviours and capability for your new role, a probationary period can be ended. To end a probationary period your Manager is advised to seek support from the HR team so a fair and consistent process can be followed. This can happen at any period during the probationary period, or in the probationary extension. Where possible, it's important that your Manager has clearly identified areas for improvement before your probationary period is ended, and provided you with the opportunity to improve your performance. Once a probationary period has been ended you will receive confirmation in writing, confirming your employment end date, and final pay date.

## TRAINING

We recognise that the growth and development of our people is fundamental to our future success and the growth of the Company. We are therefore committed to helping you develop and learn. We provide training and development which is both structured and self-learning orientated, and this will support and encourage you to excel in your role and maximise your potential.

Our training covers many aspects of your employment, including; sales and service, health and safety, management & leadership and systems. Please talk to your Manager or member of the HR team who will advise of specific training opportunities available to you, through either Kering or your individual Brand.

## PERFORMANCE EVALUATION

Your development and sense of job satisfaction are important to us. We will actively support you to further your career, and performance evaluations are one of the key ways we achieve this.

The Kering performance evaluation approach is designed to:

- Identify your strengths and development areas.
- Provide you with feedback on how well you are doing your job, and progress made against objectives.
- Assess your overall contribution to the team and the Company.
- Help you to establish clear and aligned expectations.

This is an on-going process, therefore; throughout the course of the year you will receive continuous feedback from your Manager about your performance as well as guidance, advice and support on your development. We encourage you to contribute to this by seeking feedback on your performance and sharing your own feedback with your Manager, as well as identifying opportunities for learning and growth.

You may have many performance discussions with your Manager throughout the course of the year; and these will culminate in an annual performance evaluation meeting with your Manager. These conversations are conducted during January to March of each calendar year and relate to your performance during the previous year.

Each Brand has a tailored approach to their performance evaluation process, therefore; please review your specific Brand guidelines for further information.

During the evaluation period, your performance will be reviewed by your Manager. The purpose is to identify whether you have achieved your key objectives and KPI's, and to provide you with feedback on your performance. Your evaluation will also offer you the chance to discuss your development needs, objectives and KPI's for the year ahead.

Learning is a continuous process and we want to encourage your development within Kering by constantly improving your knowledge and skills.



## LEADERSHIP BEHAVIOURS AT KERING

The Kering Leadership Model (KLM) sets out how we define leadership behaviours across our business and how we believe we can, and should all be leaders of our own roles. It provides the basis for supporting your development by describing the attributes, behaviours and skills we feel are important to succeed within the Company, in any role at any level.

The KLM is a compass to help us find the balance between 4 pillars, so that we can achieve our business goals together. These 4 pillars describe how we empower imagination and how we need to approach everything that we do, every day. They are:



Engaging with the strategic vision and direction of the business and translating this into practical and sound business plans that connect with the team and demonstrate strategic alignment.



Passionate about turning the vision of the Business into a reality through commitment to achieving or exceeding our commercial targets and KPI's. Always striving to continuously raise the bar and find innovative solutions to drive the Business forward.



Building strong and trusted relationships with our team, stakeholders and customers; sharing our passion, expertise and knowledge to influence with success, because influence is contagious.



Taking inspiration from our heritage we make long lasting and informed decisions that are great for today and tomorrow. Continuously preparing the Business for future growth and success whilst sustaining our legacy.

The model aims to build on each Brands legacy and uniqueness, whilst creating common ground and a common vision for the future. You will see reference to KLM throughout your time with us, and the pillars may be used as part of your Brand's performance evaluation process and in their competency frameworks. You may also wish to set your own personal objectives in connection with these. For more information about the KLM please talk to your Manager or a member of the HR team.

## PROFESSIONAL DEVELOPMENT AND STUDY LEAVE

We want to support you in advancing your knowledge and skills and sometimes this means undertaking an external course or qualification. If you would like to undertake a qualification that is relevant to your role, you may be eligible to receive support from the Company to do this. To find out more information on this, please speak to your Manager or member of the HR team.

If you wish to apply for support with an external course, and you are eligible, and the qualification you are studying is relevant to your role, you will be granted study leave. This will include one day's study leave and one revision day for each of the course exams (not mock exam papers), together with the time it takes to sit the exam on the examination day for each paper. You will need to request these days online via the Kering HR platform clearly stating they relate to study leave. Any extra days you wish to take, or if you need to re-sit exams, will need to be taken as annual leave and be authorised by your Manager.

We will also reimburse you for registration and/or membership fees to a relevant professional body, provided that it is beneficial to your role. These fees can be claimed back through your Brand's expenses procedure but prior authorisation from your Manager must be sought.

Support for course fees and books/course materials are reviewed on an individual basis. Please speak to your Manager regarding what financial support you require, and we will support where appropriate. Please note we meet the cost of first exams only and you will need to cover the cost of any re-sits.

Any books or materials purchased by your Brand for your use will remain our property and must be provided to the Company upon completion of the course. If we agree to support the costs of your qualification and you leave within one year of completing the course, then the fees which we have paid, or are liable to pay, will be automatically deducted in full from your final salary. If you transfer to another part of the Group, or you are subject to compulsory redundancy, then you will not be required to repay these fees.



## INTERNAL MOBILITY

Please refer to the Kering Internal Mobility Policy for information on internal opportunities, secondments and how to apply for roles across the Group. This is available on 360.







## YOUR WELL-BEING

We constantly strive to achieve high standards of health and safety across all our locations, as well as ensuring we comply with all relevant legislation. We will always do our best to look after people, be it our employees or customers, to ensure we remove hazards and control risks.

This section gives you an overview of Kering's commitment to health and safety. There will be a specific Health and Safety document relating to your work environment available to you in store or from your Manager. Everyone at Kering is required and expected to adhere to Company Health and Safety policies and procedures; failure to do so may lead to disciplinary action up to and including summary dismissal.

## HEALTH AND SAFETY

We are committed to ensuring a safe and healthy working environment, but it is also important for you to recognise that you personally have a legal responsibility to take care of the health and safety of yourself and other people.

You are also legally responsible for reporting any situation to us that you believe is unsafe. Health and safety procedures will be outlined to you when you join the Company. If you are concerned about any health and safety issue, or require specific advice on any aspect of your personal welfare, please discuss this with your Manager or a member of the HR team immediately, and we will try to resolve it as quickly as possible.

Please refer to the Health and Safety Policy for further details.

## DRUGS, ALCOHOL AND SMOKING

We recognise that misuse or dependence on alcohol or drugs can cause a serious health problem. If you believe you may have, or may be developing, substance or alcohol dependency we encourage you to speak to your Manager or member of the HR team. We will try to support you in any way we reasonably can.

We have a responsibility towards our employees to provide a safe and healthy work environment. This can be jeopardised by those who misuse alcohol or drugs. Please be advised that if you report for work under the influence of drugs or alcohol, you may be subject to disciplinary action up to and including summary dismissal. We reserve the right to conduct random searches of Company owned property, such as; employee lockers and personal items, and if you are found to be in the possession of illegal drugs on Company premises, you will be subject to disciplinary action up to and including summary dismissal.

If you would like confidential advice about drugs or alcohol use, please see the Employee Assistance Programme, provided by the Retail Trust at [www.retailtrust.org.uk](http://www.retailtrust.org.uk).

In the interests of safety for you, your colleagues and visitors, and to comply with the law regarding smoking in enclosed places, we operate a No Smoking Policy. It is illegal to smoke inside any of our buildings. If you do smoke, you may do so only during a scheduled break and at a place which is specifically designated for this purpose. Please note that smoking in a prohibited area will constitute gross misconduct, and may lead to summary dismissal. This includes the use of electronic cigarettes.

## WHISTLE BLOWING

We are committed to ensuring you feel comfortable about raising or disclosing any serious concerns you might have about any practices or procedures that are in place at Kering, which could, or do, affect others - be it employees, customers or suppliers. This is called; making a public interest disclosure, or more commonly known as 'whistle blowing'.

We recognise that you may not always feel comfortable discussing concerns about these types of matters, therefore; this policy outlines what you need to do if you wish to raise a particular issue.

Where this policy is followed, you will have the full support of Kering. Please note that the 'Whistle Blowing' sections of the Employment Rights Act 1996 provide protection if an employee reports wrongdoing about the practices of the Company, even when the subject matter may normally be regarded as confidential. Further information is also available in the Kering Code of Ethics Policy.

### Protected Disclosure

If you raise a genuine concern it will be taken seriously by Kering and will be treated as confidential. You will be protected and you will not suffer any detriment if you raise a concern in these circumstances. Any employee who bullies, harasses, or in any way subjects you to any detrimental treatment, for having raised a concern, may be subject to disciplinary action up to and including summary dismissal.

In order for the disclosure to be protected by law, the concern raised must fall into one of the following categories:

- That a criminal offence has been, or is likely to be committed.
- That a person or company has failed, or is likely to fail to comply with legal obligations.
- That a miscarriage of justice has happened, or is likely to happen.
- That an individual's health and safety has been, or is likely to be, jeopardised/ endangered.
- That the environment is, or is likely to be, damaged.
- That information falling into any of the above categories has been, is being, or is likely to be, deliberately concealed.
- You must hold a reasonable belief that the concern is true and the disclosure is made in the public interest, which includes fellow employees/workers.



## Raising a Concern

There are a number of ways you can inform the Company about your concern:

- **In Writing** - Please detail your concern, giving as much factual information as possible, and then send this to your Manager or a member of the HR team.
- **Via Telephone** - Please call our confidential hotline on one of the number's below
  - Ireland Phone Number - **0044 1216290394**
  - UK Phone Number - **0800 501926**
- **Via Email** - Please contact: **ethics@kering.com**
- **Via the relevant external body** – e.g. The Health and Safety Executive

Upon receipt of a concern, the Company will begin a thorough investigation with the relevant parties, and will work to resolve all genuine issues. You may be asked to attend a meeting to discuss the concern in more detail, however; a member of the HR team will explain this process, your rights and provide full support where necessary.

## Support through the Process

If you are asked to attend a meeting to discuss your concerns, you are entitled to be accompanied by a work colleague or Trade Union representative. If you are under 18 years old, you may wish to have a parent or guardian with you for support. Notes will be taken by a Company witness at the meeting and you will also be provided with a copy of these notes following the meeting.

If, on the rare occasion, the concern raised by you relates to information we do not believe to be true, is 'unprotected', or is a disclosure made to a third party, other than an authorised body such as the Health and Safety Executive; then your actions may be regarded as misconduct and the relevant investigation and disciplinary procedure will begin.

## DOMESTIC VIOLENCE

We believe that everyone has the right to live their life free from domestic violence or abuse. We have therefore created the following guidance to help create a working environment that fosters this view and to support those who are involved in, or experiencing, domestic violence.

### Definition

For the purpose of this policy we will use the cross government definition of domestic abuse that was last updated in March 2015. Domestic violence is defined as 'any violence between family members, current or former partners in an intimate relationship, whenever and wherever the violence occurs. It may include physical, sexual, emotional or financial abuse.'

### Scope

We acknowledge that domestic violence or abuse can happen in any relationship and from either partner, therefore; it is important to highlight this applies equally to women and men. We understand that while it is mainly women who experience domestic violence this policy applies equally to men who need advice or support. In support of this, it is our policy that anyone who is experiencing or has experienced domestic violence can raise the issue, in the knowledge that we will treat the matter effectively, sympathetically and confidentially.

This applies to all employees based in the UK and Ireland. Employees outside of this area will be supported by their local policy.

## Providing Information and Raising Awareness

We will ensure our teams are aware of these guidelines including information about domestic violence and the resources and support available for survivors and perpetrators across the organisation and in other places when and where appropriate. Support details can be found at the end of this section and in your store or office locations.

### Support

We will actively support those people in need of help to choose an appropriate course of action and to ensure that safety and wellbeing in the workplace are prioritised at all times.



### Training

We will provide workshops to raise awareness of domestic violence and sponsor this guidance. These workshops will enable those trained to be able to identify the signs of domestic violence and thereby support colleagues who experience this.

### Confidentiality

Any disclosure of domestic violence by an individual will be treated in the strictest confidence. It may be necessary to breach this confidence, where there may be an issue of child protection or where we believe they are at risk of harm.

### Legal Implications

We have issued this guidance as we have a duty of care under the Health and Safety at Work Act 1974 to ensure, as far is reasonably practicable, the health and safety at work of our employees. The Management of Health and Safety at Work Regulations 1992 also requires us to assess the risks of violence to employees and make arrangements for their health and safety by effective planning, organisation and control.

### Guidance for Managers

We recognise that those who are experiencing domestic violence may have difficulties with their performance. Our Managers, with the support of the HR team, will ensure support with the following:

- Providing a sensitive and non-judgemental approach.
- Ensuring that confidentiality is respected.
- Understanding that the employee may not wish to approach their Manager and may prefer to involve a third party such as a colleague or a member of the HR team.
- Recognising that the individual may need some time to decide what to do and may try many different options during this process.
- Discussing measures to prioritise safety in the workplace.
- Being aware of what support is available and explore these options openly. This may address leave and time off work, financial issues and health effects.

### Useful Contacts

BODY	WEBSITE	TEL NUMBER	EMAIL
Retail Trust	<a href="http://retailtrust.org.uk">retailtrust.org.uk</a>	0808 801 0808	<a href="mailto:retaileap@retailtrust.org.uk">retaileap@retailtrust.org.uk</a>
Women's Aid	<a href="http://womensaid.org.uk">womensaid.org.uk</a>	0808 2000 247	<a href="mailto:emailhelpline@womensaid.org.uk">emailhelpline@womensaid.org.uk</a>
M.A.L.E	<a href="http://mensadviceline.org.uk">mensadviceline.org.uk</a>	0808 801 0327	<a href="mailto:info@mensadviceline.org.uk">info@mensadviceline.org.uk</a>
Samaritans	<a href="http://samaritans.org">samaritans.org</a>	08457 909090	<a href="mailto:jo@samaritans.org">jo@samaritans.org</a>
Respect	<a href="http://respect.uk.net">respect.uk.net</a>	0808 802 4040	<a href="mailto:info@respectphoneline.org.uk">info@respectphoneline.org.uk</a>
LGBT	<a href="http://brokenrainbow.org.uk">brokenrainbow.org.uk</a>	0845 260 5560	<a href="mailto:mail@brokenrainbow.org.uk">mail@brokenrainbow.org.uk</a>
Southall Black Sisters	<a href="http://southallblacksisters.org.uk">southallblacksisters.org.uk</a>	0208 571 0800	n/a
Imkaan	<a href="http://imkaan.org.uk">imkaan.org.uk</a>	020 7842 8525	<a href="mailto:info@imkaan.org.uk">info@imkaan.org.uk</a>





## WHAT YOU NEED TO KNOW

The aim of this section is to make sure you understand what is expected of you and how Kering manages key parts of our working relationship with you. Please note policies do change but we will notify you accordingly.

You are required and expected to adhere to our policies. If you need any further information, please speak to your Manager or member of the HR team.



## FLEXIBLE WORKING

We understand the importance of balancing your work and home life, and this policy outlines the process by which you can apply to work more flexibly. This may involve changing your working pattern, working remotely or amending the number of hours or days per week you work.

Please read this policy to understand the eligibility requirements for requesting a flexible working arrangement, and the correct process to follow.

### Making a Flexible Working Request

Once you have completed 26 weeks of continuous employment with the Company, you may submit a flexible working request at any time during the year. Only one request for flexible working arrangements can be made within a 12-month period. The 12-month period is effective from the date of the application being received.

Your application is required in writing, and should be addressed to your Manager. This should be supported with a completed Flexible Working Request Form, which is available on the online HR platform. The application form will ask you to outline the following:

Details of your requested change.

- The date you would like the change to come into effect.
- What effect, if any, you think the change will have on your role, the Company, or your team, and how this can be mitigated.
- A statement confirming that you have not made a previous flexible working request within the same 12-month period.

Requests should be made in advance of the desired start date of the new working pattern or change, and no later than 4 weeks beforehand.

It is important that you give full consideration to the impact of the requested changes before making your request. You should also consider any personal financial implications arising from the proposed changes.

On receipt of a request, your Manager will notify HR and arrange a meeting to discuss.

### Flexible Working Meeting

Once your flexible working request has been received, your Manager and a member of the HR Team will arrange to meet with you as soon as practicably possible.

This meeting will involve a detailed discussion regarding your request, and your desired flexible working arrangements. It will help your Manager gain a better understanding of the reasons for your request, how they may be a benefit to you and the business, and what the potential implications may be to the business.

When considering your request for flexible working you and your Manager will need to consider the following:

- The cost of the proposed arrangement.
- The effect of the proposed changes on the team and key stakeholders.
- The level of supervision or guidance you require.
- The structure of the team and the level of available resources.
- Any issues specific to your team or department.
- An analysis of tasks specific to the role.
- An analysis of your workload in your role.
- The effect of any proposed change on the ability to meet the demands of the role.
- Any planned structural changes.

Your Manager, in consultation with HR, will give serious consideration to the request being made, and your suggestions for resolving any potential impact to the business. This meeting also provides your Manager and you with the opportunity to explore alternative working patterns to the one requested, and to determine whether your needs could be met via an alternative option.



## Flexible Working Outcome

No later than 3 months after the date of your initial request, you will receive written confirmation of the outcome agreed by your Manager. The potential outcome will be one of the following:

### Acceptance of Flexible Working Arrangement

If your Manager can accommodate your flexible working request, and believes it will not have a detrimental impact on your role and the business, the change to your working arrangements or working pattern will be confirmed to you in writing. Your terms and conditions of employment (such as; your holiday entitlement and base salary) will be pro-rated to reflect these changes, and this will be outlined in the outcome letter.

### Rejection of Flexible Working Request

Your request to work flexibly will be reasonably considered, however; it may not always be possible to agree to a flexible working arrangement. Your Manager and the business can reject a flexible working request based on the following reasons:

- Extra costs that will be unreasonable and inappropriate for the business.
- The work can't be reorganised among other employees.
- People can't be recruited to do the work.
- Flexible working will affect quality and performance.
- The business won't be able to meet customer demand.
- There's a lack of work to do during the proposed working times.
- The business is planning changes to the workforce.

If the flexible working request cannot be accommodated, you and your Manager will work together to devise an acceptable alternative to the requested working pattern. If no alternative arrangement can be found, you will receive confirmation of this outcome, explaining the reasons why the application has been rejected.

You will have a right to appeal this decision following the appeal process below.

## Alternative Flexible Working Arrangement

Following completion of your flexible working meeting, your Manager may decide that they are unable to accommodate your original request for flexible working, however; they may propose an alternative arrangement that better suits the needs of the business. This alternative arrangement will be outlined in writing to you, and if you agree to this arrangement, your terms and conditions of employment (such as; your holiday entitlement and base salary) will be pro-rated to reflect these changes, and this will be outlined in the outcome letter.

## Trial Periods

In most circumstances it would be appropriate to agree a trial period of up to 6 months for any agreed flexible working arrangement, or alternative arrangement. This is to allow both you and the business to trial the new working arrangements, and to assess the impact of the change. If a trial period is agreed, it should be confirmed in writing and a review date identified. Any changes to your terms and conditions will apply during the trial period.

Throughout this period, the below should be considered and discussed with your Manager:

- Whether the arrangement is likely to continue at the end of the trial period.
- If there needs to be some adjustment to allow the arrangement to continue.
- Whether the arrangement is likely to cease and you would revert to your original working pattern and contractual terms at the end of the period.

If the trial has been successful for both parties, the arrangement will be confirmed in writing and your flexible working arrangement will be permanent.

If, after the trial period, the Company are unable to permanently accommodate your request for flexible working, you will be given the reasons in writing and will have a right to appeal this decision following the appeal process.

## Right to Appeal

You may appeal any flexible working decision, within 7 calendar days from receipt of written confirmation of the outcome. This may be because you feel the decision was not properly considered or reasonably justified. The appeal must be made in writing and should clearly state the grounds for your appeal.

An appeal meeting will be arranged as soon as is reasonably possible after receipt of your appeal letter. The Manager chairing the appeal will have had no previous involvement in the process.

The purpose of the appeal is to give you the opportunity to explain the situation from your point of view, to review if the request was properly considered and the outcome appropriately issued.

The appeal Manager will decide what, if any, action will be taken. You will be notified of the decision in writing as soon as practicable. There is no further right of appeal beyond this stage and the appeal decision is final.

If you fail to attend an appeal meeting on 2 occasions, when no postponement has been agreed, we will assume you no longer wish to appeal the decision. It is your responsibility to contact us to request and agree a postponement.

## Formal Invitation

For both your flexible working meeting and potential appeal meeting you will be invited in writing to this meeting with at least 48 hours' notice. In the notification, you will also be advised of:

- The attending Manager and HR support.
- The time, date and location of the meeting.
- The purpose and possible outcomes of the meeting.
- Your right to be accompanied by a work colleague or Trade Union representative.

## Right to be Accompanied

At all formal stages of this procedure you have the right to be accompanied, by either a work colleague or Trade Union representative. You should inform the Manager of the name of your companion in advance of the meeting.

The person accompanying you, at your request, may address the meeting to sum up your case, or to respond on your behalf to any views. They may also ask to confer privately with you during the hearing. Your companion, however; does not have the right to answer questions on your behalf, or prevent the Manager from explaining their case.

## ANNUAL LEAVE

It is essential for your overall health and welfare to take regular time off from work. This policy outlines all you need to know about booking and taking your annual leave. Please note this policy forms part of your terms and conditions of employment and your individual contract will tell you how many days' holiday you are entitled to on an annual basis. Your individual Brand may also have a specific approach to the management of annual leave, therefore; please refer to this also. The holiday year runs from the 1st January to 31st December.

## Annual Holiday Allowance

Retail employees will have a contractual holiday balance which includes Bank and Public Holidays. Your holiday entitlement will be specified in your contract of employment; please ensure you are clear how much holiday you can take.

In all instances if you work part-time your holiday allowance will be pro-rated accordingly, including Bank and Public Holidays. Also, if you join us part way through the calendar year your holiday entitlement will be pro-rated.

## Requesting Annual Leave

All holiday requests must be made in advance, where possible; with at least a month's notice for any holiday 1 week or longer in length, and at least 1 weeks' notice for 1 to 4 days of holiday. Holidays should not be booked or paid for until the dates requested are authorised by your Manager.

You can request your holiday through the online HR tool and a notification will be sent to your Manager, so they can then either approve or decline your request. Please note, you will not normally be able to take annual leave during peak periods, such as; December or during stock take or sale periods. Your Manager will do their best to authorise your holiday request but they will need to make sure there is enough cover at all times.





Our preference is for you to take no more than 2 weeks of holiday consecutively, however; there may be exceptional times when you may want to request an extended period of leave. Please discuss this with your Manager at the earliest opportunity. Your Manager will then have the discretion to either approve or decline this request, based on cover in your team and business requirements.

On rare occasions, we may need you to change your holiday even once it is agreed and booked. This would only be owing to exceptional business circumstances and will make every effort to minimise the inconvenience caused. We will endeavour to pay the cost of the holiday you have booked if this is the case.

### Not Taking Annual Leave

Holidays are important for your health and wellbeing, so we encourage you to take all of the annual leave stated in your contract of employment. You must at a minimum take the legal entitlement of 28 days a year (based on a 5 day working week), including Bank and Public Holidays.

If you have not booked all of your annual leave by August, your Manager may allocate your remaining leave to particular days. This is to make sure it is taken at a convenient time for the business.

If you have any annual leave remaining above the legal minimum, we may allow you to carry this forward into the next holiday year, with your Manager's approval. Holiday that is carried over needs to be used by the end of March the following year. We will not pay you in lieu unless there are exceptional circumstances. Please speak to your Manager or a member of the HR team if you require further information.

### Annual Leave and Leaving the Group

If you are leaving Kering and wish to take annual leave during your notice period, you will need to request your holiday in the usual way. If your Manager is unable to accommodate your request, we will make a payment in lieu for any accrued and untaken holiday, which will be included in your final pay.

If you have taken more annual leave than was due to you, we will deduct the amount of extra annual leave you have taken from your final pay.

Please note any holiday payments are based on the calculation that a day's annual leave is equal to 1/260 of your annual basic salary. If you work part time, your total annual leave will be pro-rated accordingly.

## SICKNESS ABSENCE

It can happen to any of us, you become unwell and sometimes this might mean you are unable to work. The most important thing is to get better, however; we do ask that you keep us well informed so we can give you the right support.

Please read this policy to ensure you understand what we expect of you, and what you can expect from us, should you become unwell.

### Getting in Touch

If you become unwell, or are unable to come into work for any other reason, please telephone your Manager as soon as possible, and at least an hour before your scheduled start time, to allow your Manager to plan appropriate resources.

You should explain the reason you are not able to come to work, how long you think you might be absent for, and whether you have visited your GP or taken medical advice. Your Manager will then be able to re-allocate your workload accordingly and/or advise of any meetings that you will have to miss.

If your Manager is unavailable when you call, or they are on holiday, you should speak with the next most senior person in your team or an alternative Manager. You should not leave a message with someone else for your Manager, nor should you send them a text or email. Your Manager will want to speak with you directly to understand how you are feeling. If you hold the responsibility of Keyholder, please ensure your Manager is informed or an appropriate member of your team, to ensure a suitable person is able to open the store.

If you are absent for more than 1 day, you will need to contact your Manager each day at least 1 hour before your start time, unless you have a medical note with an expected return date. Even then you should agree with your Manager how you will maintain regular contact so we know how you are getting on.

Please be aware that if you do not get in touch on the first day of your sickness, or if you fail to keep in touch as requested by your Manager, then your absence will be classed as unauthorised, which may be addressed using our formal procedures and may also result in you not being paid for your time off work. The same is true if we have reason to doubt the authenticity of your absence.



## Fitness for Work

If your absence is less than 7 consecutive calendar days, you need to complete a self-certification form when you return to work (see 'Returning to work' below). If your absence is 7 consecutive calendar days or longer, you should ask your GP for a 'statement of fitness to work certificate' or a 'fit note'. If you do not provide a fit note following 7 calendar days of absence, your absence may be treated as unauthorised, which may be addressed using our formal procedures and may also result in your absence not being paid past the seventh day.

If you are issued a fit note by your doctor, you should take the recommended time to recover and remain off work until the fit note comes to an end. In some cases, your doctor might feel you are fit for work if some adjustments to your role can be accommodated. If this is the case, you and your Manager will discuss whether these can be introduced in a reasonable way, and a member of the HR team may also support you.

Whilst signed off work you must not complete any work at home; the absolute priority is your good health. If you want to come back to work before your fit note expires, you should consult your GP and provide us with up to date details regarding your return date.

On rare occasions, we may ask for a fit note even if your absence is less than 7 calendar days, and if this is the case we will cover any potential cost.

Lastly, please note; any sickness documents may be viewed by HR, Payroll and your Manager, however; reasons for absence will be kept confidential in accordance with the terms of the Data Protection Act 1998.

## Returning to Work

We want you to be back in full health before you return to work. Once you feel better, you must follow these steps:

If you have been sick for less than 7 consecutive calendar days, you need to complete and sign a self-certification form, which you can find on the online HR platform.

If you have been sick for more than 7 consecutive calendar days, you should also provide a fit note from your GP, along with your self-certification form. Both of these forms need to be handed to your Manager.

To allow your Manager to better understand how you are feeling, and to discuss your completed forms, they will invite you to a return to work discussion. This will also allow them to understand what ongoing support we can provide you.

## Your Pay During Sickness Absence

Whether full or part time, once you have completed your probationary period you are eligible for discretionary Company sick pay. It is paid at the rate of your normal basic salary and includes Statutory Sick Pay (SSP).

As long as you follow the correct notification procedure and provide us with the relevant supporting documents, you will receive the following amounts in each rolling 12-month period. Company sick pay starts at the beginning of your first sickness absence – for example; if you joined us on 1st January but fell sick on 1st July, the rolling year for your sickness absence would start on 1st July.

The number of days you are eligible to receive Company sick pay increases with length of service, as follows:

TIME WITH US	COMPANY SICK PAY AMOUNT
Before the end of your probationary period	0 days
From end of probation- 1 year	7 days
1-2 years' service	15 days
2-3 years' service	25 days
3-5 years' service	40 days
5 years +	80 days

Please note; Company sick pay is pro-rated if you are part-time. Also, it applies to one period of sickness absence only, so if your anniversary falls during a period of absence you will not receive additional sick pay entitlement. In addition, you will need to have returned to work for at least 8 weeks following any period of sickness absence, before a new years' sickness entitlement begins. With unusual or unique circumstances please talk to a member of the HR team for guidance.

In some circumstances, we may consider it inappropriate to pay Company enhanced sick pay. Here are some examples, but there may be others:

- Failure to follow the correct sickness absence reporting procedures or provide the correct documentation, if there is reason to believe the absence is not genuine, or when your entitlement to sick pay has been exhausted.



- If the reason for the absence is a self-inflicted injury or illness. For example; as a result of sunburn, recreational use of alcohol or drug abuse (including a hangover) or not following medical advice.
- If you choose to have non-essential cosmetic surgery, please speak with your Manager to see if you can agree a period of annual leave or authorised unpaid leave may be given.
- If you are absent during an investigation into misconduct, or once we have commenced disciplinary or performance improvement procedures. This includes if your absence levels have led to disciplinary action or if they are deemed to be inappropriately high.
- If you have tendered your resignation and are serving notice.

We hope not to have any reason to withhold Company sick pay, but we want you to be aware that there are circumstances where we might. You may still be eligible for Statutory Sick Pay (SSP).

SSP is paid for up to 28 weeks on behalf of the Department of Social Security. In order to qualify for SSP you will need to have been sick for at least 4 days in a row and meet the criteria for National Insurance contributions. For further details, please check the [www.gov.uk](http://www.gov.uk).

After 28 weeks, SSP payments will stop and no further payment will be made, therefore; if your absence continues past this point you will receive no pay. Please note the 28 weeks of SSP do not need to be paid consecutively and can be paid over separate incidences of sickness. Please contact a member of the HR team if you need more information.

### Long Term Sickness

If you are unable to work for an extended period of time (more than 3 weeks for example), your Manager, along with a member of the HR team, will work together with you to ensure your transition back to work is as smooth as possible.

Your Manager will agree with you an appropriate way to keep regular contact; this may mean that we visit you at home during periods of long term or repeated sickness, or arrange well-being meetings in the workplace. These meetings will always be arranged in advance and your Manager will be accompanied by a member of the HR team or an Occupational Health professional, if appropriate. These meetings will offer us the chance to understand how you are feeling and what your ongoing treatment and recovery plan is, as well as providing us with the opportunity to update you on any Company news.

Throughout any period of long term sickness absence, we may feel it appropriate for you to meet with our third party Occupational Health provider, in order for us to receive a detailed and medically validated report. This gives us an independent medical report, which may provide a number of recommendations about your condition and well-being, in relation to your employment. We may use this report, along with notes from your well-being meetings, and your GP assessments, in order to make more informed decisions relating to your return to work, or how we support your condition moving forward.

If at any stage in your sickness absence you are deemed fit to return to work, then your Manager, along with Occupational Health will agree a rehabilitation plan with you. This might include a phased return to work on reduced hours, a slight change in your responsibilities and/or workload, or new equipment. This may need to be supported by your GP and the sole purpose will be to ensure you are comfortable and well at work.

If the medical report says you are unable to return to your current role, we will do our best to find you a suitable alternative and this may be supported by our Capability Procedure.

### Occupational Health

As a Company we choose to use an independent Occupational Health service, to assist us in better understanding and supporting employees with any well-being or medical needs. Occupational Health's primary aim is to impartially advise us on an employee's health issue, and to make recommendations as to what reasonable adjustments could be considered to ensure a safe and healthy working environment for you. They may also support in the assessment of your fitness to work and to ensure work does not play any part in exacerbating your condition. The advice of Occupational Health may be sought in order to support you with any medical or well-being conditions, whether you are attending work or currently absent due to sickness. Prior consent will always be sought in advance of making an occupational health referral, and all costs will be met by the Company.

### Actively Managing Sickness

Unfortunately, at some point in our lives, there may be longer-term sickness, or a period of repeated incidences of sickness. If this happens, the aim of your Manager, together with HR, is to work with you to help you through it and to support your return to work.





To do this we want you to understand the Company's responsibilities as well as what is expected from you. We have set the following sickness absence thresholds to help us identify cases where we need to provide active support, they are:

- 4 occasions in a 12 month rolling period.
- More than 20 days in a 12 month rolling period.
- Unusual or consistent patterns of absence.
- Any period of unauthorised absence.

If you reach any of these thresholds, we will do our best to resolve things informally, by providing you with the reasonable support you require. However, if we deem the level, or reason for sickness, to be unsatisfactory or inappropriate, we may follow a formal process in accordance with our disciplinary policy. We will always consider any mitigating circumstances in relation to your sickness absence throughout this process.

We want you to stay safe and well, so it is key that you play your part. We expect you to do everything possible to ensure you can stay fit and well for work, or to make a speedy recovery during a period of absence.

### Medical Appointments

Where possible, if you have to attend a medical appointment, these should be made outside working hours or at the beginning or end of a working day. We appreciate that medical appointments and consultations can be difficult to arrange, therefore; we will allow discretionary paid time off during working hours if you provide your Manager with written confirmation/evidence of your appointment. Please make sure you inform your Manager of any medical appointment well in advance so we can help cover your workload.

### Sickness Absence whilst on Holiday

If you fall sick before or during a holiday period and would like it to be considered as sick leave instead, you can do this as long as you follow the same absence reporting process as if you were at work (see getting in touch). You must also, regardless of the duration of your sickness, provide documentary evidence, which would normally be a fitness to work certificate or statement from a hospital, which covers the entire period of sickness during the annual leave. We can then reinstate the holiday for you to use at another time.

If you continue to be sick beyond your planned holiday, you must continue to follow the sickness absence reporting procedure and keep in touch with your Manager.

If you are already absent from work due to sickness, but wish to take a holiday, you need to inform your Manager. You may also need to provide confirmation that you are fit to travel, that confirms your holiday will not have a detrimental effect on your return to work. For more details, please see the Annual Leave Policy.

### Sickness Absence and your Holiday Accrual

Days that you are absent due to long term sickness are counted as days worked for the purpose of your holiday accrual entitlement, and this will be at the statutory rate of 28 days per annum, inclusive of Bank and Public Holidays. This is pro-rated according to your working hours.

If you have been off work for more than 3 weeks, but less than a year, you should have had time to take holiday. If this hasn't been the case, only outstanding statutory holiday can be carried forward to the following year, but should be used by the end of March.

### OTHER ABSENCE

There are other reasons you may not be able to attend work. Some of these are listed below with details of our expectations around each scenario.

#### Jury Service

In the event that you are required to attend jury service, please inform your Manager of the dates as soon as possible. Please advise the court that you will require the maximum Court Attendance Allowance, which will be paid to you directly from the court in the form of a cheque. The Company will deduct an equivalent amount from your salary, and you will then subsequently be paid as normal. This will be reviewed if your jury service extends past the standard 2-week period.

#### Compassionate Leave

We will consider all requests for compassionate leave with sympathy and understanding. Leave may be granted at our discretion, following the death, and for the funeral, of an immediate or close family member, and would normally be for a maximum of 1 week. Any extension to this is at the Company's discretion. Any leave thereafter would be unpaid or taken from your annual leave entitlement. Please talk to your Manager or member of the HR team for more information.



## Volunteering

If you belong to the Territorial Army or any volunteer reserve force, we will support reasonable leave to attend training courses. Where possible we would ask that annual leave is taken, however; unpaid leave will be granted subject to the following:

- You give at least 3 months' notice (or as much notice as possible).
- The regiment provide formal notice to you in advance of the course and a certificate of attendance afterwards which must be shown to your Manager.
- A maximum of 2 weeks' unpaid leave will be granted each year.

If you are called up for service, you will be able to claim financial support from the Ministry of Defence throughout this time, and your pay, benefits and pension will be temporarily suspended from the Company.

## Emergency Leave

We understand that there will be times when emergencies and unplanned events may cause you to be absent from work. Time off in these circumstances will normally be taken as unpaid leave. Please ensure you keep your Manager informed of the situation as soon as reasonably possible, and that you keep in regular contact. The entitlement to time off for emergencies is for you to deal with sudden problems, such as; a leaking washing machine or burst pipe, and to make longer term arrangements. This should not exceed more than 1 to 2 days.

## Time Off for Dependents

All employees have the right to time off during working hours to support and manage unforeseen emergencies related to dependants. A dependant could be a spouse, partner, child, parent, grandparent or someone who depends on you for care – an elderly neighbour for example.

Examples of when you may need to take time off for a dependent could be:

- To deal with a breakdown in childcare.
- To put longer term care in place for children or elderly relatives.
- If a dependant has fallen ill or is taken into hospital.

The amount of time off should be considered 'reasonable', normally 1-2 days, but this will depend on individual circumstances. You must tell your Manager as soon as possible about the reason for taking the time off, and how long you expect to be absent. Once you have had 1-2 days off to support the situation, we hope you will have been able to put a long term solution in place so you can return to work. There may be support that the Company can offer you in these circumstances; please contact a member of the HR team for further details.

## Unauthorised Absence and Absence Without Leave

There may be occasions when we will classify your absence as Unauthorised. Examples of unauthorised absence would include:

- Failure to comply with the sickness absence reporting procedure (or to provide the required evidence within the required time period).
- Failure to attend work.
- Failure to return to work after a period of holiday.
- Absence from work for any other reason without prior permission.

Unauthorised absence may result in any Company sick pay, or payment of Statutory Sick Pay, being withheld for the time you have been absent. On your return to work your absence may also be investigated, and may be subject to disciplinary action.

If no contact is made during a period of sickness or unforeseen absence, then your Manager will consider your absence as unauthorised, and will follow the Absence Without Leave (AWOL) process.

In the first instance, your Manager will consult with your immediate team to ensure that you have not left a message with a colleague. This will help us to establish that no contact has been made. If you have failed to attend work with no reason given, this will be a genuine concern, so your Manager will try to contact you via telephone, making a note of the time and date any calls are made, along with the outcome of each attempt. Your Manager may also contact your next of kin or emergency contact. In the meantime, your absence will be recorded as unauthorised, and will therefore be unpaid.



If contact is successfully made, your Manager will first establish why you did not correctly report your absence. If they are satisfied with the reason, then your absence will be amended, and subsequently paid. If your Manager is not satisfied with your reason for not following the correct absence reporting procedure, it will remain as unauthorised and unpaid. On your return to work your absence may also be investigated, and may be subject to disciplinary action.

If our attempts to contact you are unsuccessful, and you remain absent from work, we will begin the Company's Disciplinary Procedure.

## CONFIDENTIALITY

It is important that we safeguard our business to ensure the ongoing success of the Company. You have a vital part to play in this so we ask you to take these rules about confidentiality very seriously. Please note; these form part of your contractual terms and conditions of employment.

### Media

Contact with the media on matters concerning our business is strictly limited to the Public Relations and Communications departments, or other authorised employees. If someone outside the business asks you for information about us, you should speak to your Manager immediately. Your Manager will then raise the issue with the appropriate person. If for any reason your Manager is unavailable, please speak to a member of your HR team.

### Confidential Information

You must not use, for your own or another's benefit, or disclose directly or indirectly, any trade secret or information of a confidential nature concerning the business of Kering and/or any client or prospective client to any person, firm or Company.

By 'trade secret' and 'information of a confidential nature' we mean, without limitation, the following:

- Any secret or confidential information concerning the business development, affairs, future plans, technical and product developments, product pricing, business methods, connections, customer lists, finances, processes, policies, practices or designs of the Kering Group, or any of its suppliers, agents, distributors, clients, customers or colleagues.
- Any document or information marked confidential.

- Any document or information which has been supplied to you in confidence or which you have been informed is confidential or which you may reasonably be aware is confidential.

The above restriction does not apply when you are using confidential information in the proper course of your duties, or with the written consent of the Company. These provisions will continue to apply after you leave us and they do not have a time limit.

However; they will not apply to any information or knowledge, which the Company has since allowed to enter in to the public domain. Nothing in this policy shall be construed or interpreted as preventing you from making a "protected disclosure" within the meaning of the Public Interest Disclosure Act 1998. Please see the Whistle Blowing Policy for more information.

## CONFLICTS OF INTEREST

To protect the best interests of the business you must not:

- Engage in any outside interests that could adversely affect your performance or our best interests.
- Engage in any other occupation, profession, business, or work for any other Company, firm or person, without getting written consent from your Manager first.
- Engage in relationships with clients/suppliers without informing your Manager first and seeking their consent.

Please note your Manager will only give you authorisation to do this if they are satisfied that the outside interest does not conflict with our interests. In addition to this any external work must not breach any working regulations including, but not limited to, the Working Time Directive. Please make sure you speak to your Manager or a member of the HR team if you have concerns about any conflicts of interest. Failure to declare a conflict of interest may result in disciplinary action, up to and including summary dismissal.

Please also refer to Kering's Code of Ethics and Anti-Corruption policies, and to any specific Brand policies regarding third party due diligence, for further information.





## COMPANY PROPERTY

We may provide you with a number of tools to assist you in carrying out the duties of your role. These tools are the Company's property, and we ask that you respect them and uphold the rules of this policy at all times.

This policy forms part of your contractual terms and conditions of employment, therefore; if you are in breach of any of these rules, you may face disciplinary action, up to and including summary dismissal.

### Intellectual Property

If you are likely to create any form of intellectual property whilst you are employed by us, you will need to sign a separate individual agreement relating to the rights of ownership of that intellectual property. If your role requires you to sign this agreement, it will be enclosed within your contract of employment. Please speak to a member of the HR team for further information.

### Our Property

We will provide you with key tools to carry out your role; this may be a uniform, a laptop, a mobile phone, or a corporate credit card. These items are our property and we expect you to treat them respectfully, and to maintain them well. If your employment ends, or if we ask you for them, you will need to return these items to your Manager or the HR team as soon as possible. If you do not return these items when your employment ends, we reserve the right to take the sum of their value from your final pay. If you then return the items we will reimburse you accordingly.

### Uniform

Your appearance is very important and we ask you to be immaculate at all times. We may provide you with a uniform to wear whilst doing your job. If you are eligible for a uniform, this will be stated in your contract of employment. This should only be worn whilst you are at work. You must not wear it outside of work, and you must not lend, sell or give your uniform to any third parties. If your employment ends, you may need to return any items of uniform. If you do not return these items, we reserve the right to take the sum of their value from your final pay.

It is vital that you make sure that your uniform is always clean and in a good condition. If you lose any part of your uniform, we will replace the items you have lost once, but after that you will need to cover the cost of replacing them yourself. Please refer to your Brand guidelines or speak to your Manager for further information.

### Mobile Equipment

To help you go about your role efficiently we may provide you with a mobile device to use for work purposes. You are responsible for making sure your mobile device stays in good working condition, and we expect it to last for a minimum of 2 years. However; if your mobile device has a fault that cannot be repaired and this is covered by the product warranty, we will have it replaced depending on the length of the warranty. If it develops a fault through your negligence, then your Manager and Financial Controller will need to approve any replacement. We will need to allocate the cost of replacing your mobile device to your department's cost code/budget. If it is lost or stolen your Manager and Financial Controller will need to decide what to do based on the circumstances. If your employment ends, or if we ask you to return any mobile equipment, you will need to return these items to your Manager or the HR team as soon as possible.

### Upgrades

If there are significant advances in technology, we may decide to upgrade your mobile device. In this case, your Manager and Financial Controller need to approve the upgrade. You will need to purchase your upgrade against your budget/cost code.

Alternatively, if you have had your mobile device for more than 2 years, or the device itself is over 2 years old, we may be able to provide you with a replacement, if we have sufficient revenue to do so. You are solely responsible for any personal photos, videos, music files, applications and data you have on your mobile device.

We will not be held responsible for these. Also, please note any wilful misuse of your mobile device or inappropriate use, may lead to disciplinary action up to and including summary dismissal.



## COMMUNICATION AND SOCIAL MEDIA

We want you to use the full range of technology available to ensure you fulfil your role in the most effective way. We are lucky to now live and work in a society that has a huge array of electronic services and social media available, to make working life more efficient than ever. However; it is important that you remember when you are using any technology, if services are misused, they can directly affect our ability to do business, damage our reputation, and even expose us to legal risks. This policy will outline what is expected of you when using any form of technology or social media, both for personal or business use.

### Personal and Business Use

Our electronic services (e.g. computers, phones, laptops etc.) are primarily for business use only, however; incidental personal use is acceptable, so long as it does not interfere with the performance of your work duties. If we think that your personal use is detrimental to the business, you may be stopped from using some, or all of the electronic services, except for Company use.

Any additional costs incurred due to excessive personal use, for instance; using data whilst abroad, are required to be met by you. The Company reserve the discretion to deduct any monies owed, due to this reason, from your salary.

### Email

The majority of us use email on a day to day basis. Please make sure you use it in a responsible manner. We would like to highlight the following to be particularly aware of:

- Other people could read your email, not just the person you send it to.
- If you are dealing with a sensitive or confidential issue, do not use email unless you are using appropriate security measures.
- You or the Company may be held liable for the contents of your email.
- Your email may one day have to be disclosed in court or to a regulatory body, even if it is confidential.
- Even if you have deleted an email, a copy may still exist on our system.
- Do not send an email to large numbers of email addresses, especially if it has a large attachment, as this can slow down or even crash our computer system. Please discourage others from doing this too.

### Social Media

We recognise that social media, such as; Facebook, Instagram and Twitter, can help our business, and that you may also want to use it during breaks at work. However; please make sure you adhere to the following when engaging with Social Media, using both personal and Company property, and both business owned or individual accounts:

- You may use social media on our system if it is for business reasons.
- You may use social media on our system if it is for personal reasons, as long as you use it outside your working hours, and only for a reasonable length of time.
- Do not publish anything that may damage our reputation, may be defamatory or derogatory or which discloses any confidential information about us or our employees, clients or suppliers.
- Do not publish or store online any part of our databases or any other form of information that belongs to us.

If you breach these rules, you may be subject to disciplinary action up to and including summary dismissal. If anything comes to your attention, that you think breaks these rules, please do not reply to it. Please inform your Manager and a member of the HR team immediately.

### Loading Software and Data

Loading software and data can have unpredictable results for our system and other software. A fee may also need to be paid to use it legally. You must not load software or data on to our system from any source, including the internet, unless the IT Department has authorised you to do so as part of your job. Please contact the UK Service Desk for assistance. If they authorise you to load software or data, they will also assist you with running virus scanning software on your computer, to make sure it is safe.

### Monitoring

It is vital as a business that we monitor electronic messages, internet usage and files processed by our system. This is to safeguard everyone, but we also need to ensure employees are obeying the law and our own policies and procedures. We also want to make sure our IT systems are working well, and to find out where we may need to provide further training. We have a duty to combat any crime, and investigate unauthorised use of our systems and potential misconduct.





Please do not assume that any communication you send through our system is confidential; even if you are using a personal email account. We may monitor, read or review any communication at work and any internet usage. We may share computer systems across the Company, and as a result we may transfer personal data to other countries, both inside and outside the European Union. For further information about how we use your personal information, please refer to the Data Protection Policy.

### Unacceptable Use

We take the use of our electronic services very seriously, and whilst we want you to use them to their maximum effect, you must not use them for any of the following reasons. If you do, gross misconduct may apply and you could face disciplinary action up to and including summary dismissal:

- Send, forward or publish offensive or inappropriate statements pertaining to race, nationality, religion, ethnicity, gender, sexual orientation, disability, age or any other personal characteristics.
- Send, forward or publish abusive, offensive or defamatory messages.
- Misuse information that is confidential or work-related.
- Deliberately flood or disrupt any electronic traffic.
- Send or forward classified advertising or 'chain', trivial or joke emails.
- Send work-related information to your own private email address.
- Send work-related information to any email address apart from where it is necessary as part of your job.
- Pledge Kering's credit other than as part of your job.
- Carry out work for an outside business interest of yours.
- Create or display material, whether in text, pictures or any other form which may be regarded as offensive, particularly on the grounds of race, nationality, religion, ethnicity, gender, sexual orientation, disability, age or any other personal characteristics.
- Process any material which infringes our copyright or other intellectual property rights, or anyone else's.
- Access, download, distribute or view pornographic or other offensive material from the internet.

- Do anything else illegal or wrongful. Whether something is offensive or not depends on the effect it has on the person who receives it, or could receive it by accident. It does not matter if you personally do not think it is offensive.

Please note the list is not exhaustive.

## CAPABILITY OR CONDUCT

Concerns at work are categorised as either Conduct or Capability. It is important to establish which category the concern falls into, as they require different approaches in terms of resolution.

### Capability

Capability occurs when you are unable to perform your job to the standard required. This may be due to:

- Lack of competence, skill and/or experience demonstrated for your role.
- Ill health.

Concerns regarding capability will be managed in line with the Company's Capability Policy.

### Conduct

Conduct is where your behaviour, or conduct, at work falls below what we expect of you, or is in breach of any Company policy.

In all matters of conduct, including negligence, disciplinary action will be considered in a fair, consistent and reasonable manner. In this case the Manager will follow the Disciplinary Policy to manage the misconduct issues. A list of potential misconduct is outlined in the Disciplinary Policy.

## CAPABILITY MANAGEMENT

When an issue of poor performance arises, this policy can be used to ensure it is dealt with fairly and consistently, and in a timely manner. The purpose of this policy is to provide support and guidance to resolve this matter effectively and efficiently.

Please be aware, we reserve the right to use an amended/ abbreviated version of this policy when supporting with matters relating to capability due to long term ill-health.



## Informal Process

Performance management is a continuous process, which should provide ongoing feedback on your objectives, projects and daily work. Please see the section on Performance Evaluation for further information on our performance management practices.

If your Manager believes your performance is not meeting the required expectations of the role, they will informally discuss this with you. At this meeting your Manager will:

- Clearly identify how your performance has failed to meet the required standard of the role; where tangible examples will be given to illustrate the areas of concern.
- Give you the opportunity to explain the underperformance, and to give mitigating circumstances where they may exist.
- Outline the expectations required in your role and the level of performance/productivity necessary, in relation to each area of concern. This will be provided to you in the form of an informal performance improvement plan (PIP), using SMART objectives if relevant.
- Discuss any support or guidance you feel will help to resolve any performance concerns.
- Set a reasonable timeframe within which a demonstrated improvement is expected, and a date on which the PIP will be reviewed.
- Arrange regular catch-ups with you throughout this period of time to discuss your progress. In these discussions you should both be specific about your feedback and demonstrate evidence and give examples to support this.

A review meeting should be arranged with you at the end of the informal PIP to review your performance against the set objectives, and to discuss any feedback given during the period. This meeting will determine one of the following outcomes:

1. Your performance has made a significant and sustained improvement and no further improvement plan is required.
2. Your performance has made some improvement, but not sufficient or sustained, and therefore; your informal PIP will be extended for a further period of time.
3. An insufficient improvement has been made and this may result in a letter of concern being issued to you, and will lead to the formal capability procedure beginning.

## Formal Capability Procedure

### Stage 1 - Formal Performance Improvement Plan

If you have failed to demonstrate the required standards of performance in the informal stage, you will be given a formal PIP; as outlined below:

- This will include the SMART objectives from your informal PIP, plus any additional areas of concern and related objectives that have arisen during the informal process, and continue to be a concern.
- A reasonable timeframe will be agreed, within which a demonstrated improvement is expected, and a date on which the formal PIP will be reviewed.
- Confirm any additional support and training that will be required in order to meet the objectives.
- Arrangements for regular catch-ups will be agreed throughout this period of time to discuss your progress. In these discussions, you should both be specific about your feedback, demonstrate evidence and give examples.

At the end of this formal PIP, your Manager will proceed with one of the following options:

1. Your performance has made a significant and sustained improvement and no further formal improvement plan is required.
2. Your performance has made some improvement, but not sufficient or sustained, and therefore; your formal PIP will be extended for a further period of time.
3. An insufficient improvement has been made and this will lead to a formal capability hearing being arranged.

### Stage 2 - First Capability Hearing

Upon being referred to a formal capability hearing, you will be invited in writing. This meeting will be chaired by an independent Manager. They will be accompanied by a member of the HR team, who will be present to take meeting minutes.

At the formal hearing the hearing Manager will discuss the following with you;

- An overview of the informal PIP and a summary of the outcome of this, which initiated the formal procedure.
- A detailed review of the formal PIP and your performance in line with the objectives set, demonstrated with specific examples and evidence.



- The steps taken to support an improvement in your performance.
- Opportunity to explain your unsatisfactory performance and to put forward any mitigating circumstances.

This hearing will determine one of the following outcomes:

1. If you are unable to provide a satisfactory explanation for your poor performance, a first written warning will be issued to you. This will be placed on your file for 9 months. This will be disregarded after this period has elapsed, so long as no further warnings are issued in this period.
2. If the Manager does not feel that a formal sanction is appropriate, they may either advise you in writing that no further action will be taken, or may further extend the formal PIP.

If you are issued with a formal sanction, this will be confirmed in writing. This written notification should include:

- An overview of the discussion points.
- Any agreed outcomes of the hearing, such as; training, changes to working practices etc.
- The specific improvements in performance required, including any agreed SMART objectives and timescales for these, and a review date.
- A summary of the potential next steps, if your performance is not improved to the required standard for the role.
- An outline of your right to appeal.

Following regular reviews with your Manager throughout your second formal PIP, they will proceed with one of the following options:

- Your performance has made a significant and sustained improvement and no further formal improvement plan is required.
- Your performance has made some improvement, but not sufficient or sustained, and therefore; your formal PIP will be extended for a further period of time.
- An insufficient improvement has been made, and this will lead to a second formal capability hearing being arranged.

### Stage 3 - Second Capability Hearing

Upon being referred to a further formal capability hearing, you will be invited in writing. This meeting will be chaired by an independent Manager. They will be accompanied by a member of the HR team, who will be present to take meeting minutes.

At the formal hearing the hearing Manager will discuss the following with you;

- An overview and history of the case, including the steps that have been taken to support you to achieve the required level of performance.
- A detailed review of the further formal PIP and your performance in line with the objectives set, demonstrated with specific examples and evidence.
- Opportunity to explain your continued unsatisfactory performance and to put forward any further mitigating circumstances.

This hearing will determine one of the following outcomes:

1. If you are unable to provide a satisfactory explanation for your continued poor performance, a final written warning will be issued to you. This will be placed on your file for 12 months. This will be disregarded after this period has elapsed, so long as no further warnings are issued in this period.
2. If the Manager does not feel that a formal sanction is appropriate, they may either advise you in writing that no further action will be taken, or may further extend the formal PIP.

If you are issued with a formal sanction, this will be confirmed in writing. This written notification should include:

- An overview of the discussion points.
- Any agreed outcomes of the hearing, such as; training, changes to working practices etc.
- The specific improvements in performance required, including any agreed SMART objectives and timescales for these, and a review date.
- A summary of the potential next steps, including possible dismissal, if your performance is not improved to the required standard for the role.
- An outline of your right to appeal.



Following regular reviews with your Manager throughout your third formal PIP, they will proceed with one of the following options:

- Your performance has made a significant and sustained improvement and no further formal improvement plan is required.
- Your performance has made some improvement, but not sufficient or sustained, and therefore; your formal PIP will be extended for a further period of time.
- An insufficient improvement has been made, and this will lead to a third, and possibly final, formal capability hearing being arranged.

#### Stage 4 - Third Capability Hearing

Upon being referred to a further formal capability hearing, you will be invited in writing. This meeting will be chaired by an independent Manager. They will be accompanied by a member of the HR team, who will be present to take meeting minutes.

At the formal hearing the hearing Manager will discuss the following with you;

- An overview and history of the case, including the steps that have been taken to support you to achieve the required level of performance.
- A detailed review of the further formal PIP and your performance in line with the objectives set, demonstrated with specific examples and evidence.
- Opportunity to explain your continued unsatisfactory performance and to put forward any further mitigating circumstances.

This hearing will determine one of the following outcomes:

1. If you are unable to provide a satisfactory explanation for your continued poor performance, you may be dismissed on grounds of capability to fulfil the requirements of the role (with appropriate notice or pay in lieu of notice).
2. If the Manager does not deem dismissal to be the appropriate sanction, they may, consider other alternatives, such as: extending the final written warning for a further period of time, demotion, or change of role.
3. If the Manager does not feel that a formal sanction is appropriate, they may either advise you in writing that no further action will be taken, or may further extend the formal PIP. This will take you back to the beginning of stage 3.

Following the third capability hearing, you will receive written confirmation of the outcome. This written notification will vary dependent on the outcome, however; may include the following:

- An overview of the discussion points.
- An outcome of the hearing.
- Any specific improvements in performance required, as above.
- A summary of any potential next steps.
- An outline of your right to appeal.

#### Formal Invitation

At all of the formal stages of this procedure, you will be invited in writing to notify you of the hearing with at least 48 hours' notice. The hearing manager should provide you with evidence of the underperformance concerns and with any documentation that may be referred to in the hearing. In the notification, you will also be advised of:

- The hearing Manager and HR support.
- The time, date and location of the hearing.
- The purpose and possible outcomes of the hearing.
- Your right to be accompanied by a work colleague or Trade Union representative.

#### Right to be Accompanied

At all of the formal stages of this procedure, you have the right to be accompanied by either a work colleague or Trade Union representative. You should inform the hearing Manager of the name of your companion in advance of the hearing.

The person accompanying you, at your request, may address the hearing to sum up your case, or to respond on your behalf to any views. They may also ask to confer privately with you during the hearing. Your companion, however; does not have the right to answer questions on your behalf, or prevent the hearing Manager from explaining their case. We reserve the right to request an alternative accompanying person if we deem there to be a conflict of interest.



## Postponement

You may request a postponement to a hearing if the date is not reasonably practical for you or your companion, or due to unforeseen circumstances. If postponed, the hearing will need to be rescheduled within 5 working days of the original date. If you request a further postponement, we may choose to hold the hearing in your absence.

## Serious Performance Concerns

In cases of more serious incidents of poor performance, such as; where health and safety has been put at risk, it may be considered appropriate to bypass any stage in the informal or formal capability procedure outlined above.

## Right to Appeal

You may appeal the decision taken at any stage of the formal capability process, within 7 calendar days from receipt of written confirmation of the outcome. This may be because you feel the sanction provided was wrong or unjust. The appeal must be made in writing and should clearly state the grounds for your appeal, which could include; evidence that was not previously available at the hearing or not given due consideration.

An appeal hearing will be arranged as soon as is reasonably possible after receipt of your appeal letter. The Manager hearing the appeal will have had no previous involvement in the process.

The purpose of the appeal is to give you the opportunity to explain the situation from your point of view, to review if the matter was properly considered and (where relevant) any sanction appropriately issued.

The appeal hearing Manager will decide what, if any, action will be taken. You will be notified of the decision in writing as soon as practicable. There is no further right of appeal beyond this stage and the appeal decision is final.

If you fail to attend an appeal hearing on 2 occasions, when no postponement has been agreed, we will assume you no longer wish to appeal the decision. It is your responsibility to contact us to request and agree a postponement.

## DISCIPLINARY

The continued success of Kering, and of a satisfying working experience, is dependent on us all conducting ourselves in an appropriate manner. If on the rare occasion there is a conduct or attendance issue that hasn't been resolved informally, we have a disciplinary procedure to manage the situation. Regardless of your level in the Company, and what role you do, this procedure will be applied fairly, objectively, and consistently. This policy is not contractual.

## Identifying Misconduct

A definition of what could constitute misconduct or gross misconduct, either of which may lead to formal action, are as follows.

## Misconduct

Misconduct is any type of behaviour or conduct at work that falls below the standard required by the Company, or is a breach of Company policies and procedures. Examples of misconduct include, but are not limited to:

- Unsatisfactory attendance
- Unsatisfactory timekeeping
- Unauthorised absence
- Falsifying sickness absence
- Conduct likely to offend customers, suppliers, visitors or colleagues
- Negligent behaviour/mismanagement likely to cause a loss to the Company, its employees or customers
- Inappropriate behaviour
- Minor negligence
- Inappropriate use of the Company's systems and equipment, including email and internet
- Insubordination
- Minor breach of Health and Safety rules and regulations



## Gross Misconduct

Gross misconduct is an act of misconduct, of such a serious nature, that it fundamentally breaches the contractual relationship between you and the Company. This is considered serious enough to potentially result in summary dismissal. Gross misconduct includes, but is not limited to:

- Theft or fraud or deliberate falsification of records.
- Serious breach of the terms or spirit of our Staff Discount Policy
- Falsification of documents
- Breach of our code of ethics
- Physical assault or threatening behaviour
- Harassment, discrimination or bullying of any kind
- Deliberate damage to Company property
- Persistent unauthorised absence
- Abuse of our computer system and/or a serious breach of the Company's IT and Communications policies
- Any behaviour damaging or potentially damaging to the Company's reputation, whether this takes place at or outside work, including Company events.
- Breach of confidentiality, or unauthorised use of confidential information, including information covered by the Data Protection Act 1988
- Serious breach of your contractual terms
- Serious or persistent insubordination
- Serious or gross negligence
- Serious breach of health and safety rules and regulations
- Use of illegal drugs or incapacity at work due to alcohol or other substances
- Unauthorised possession of property belonging to the Company or another employee
- Failure to comply with our Equal Opportunities Policy
- Engaging in work relating to business for any other person or Company without prior authorisation
- Bringing the Company into serious disrepute, including; serious misconduct outside of work.

## Informal Action

Where there is a case of minor misconduct, your Manager should address this with you informally, and without delay. This conversation should be constructive, to allow you to understand the nature of their concerns, and to give you the opportunity to express your view on the issue. Where the need for an improvement is identified, your Manager will explain this to you, what needs to be changed, and when and how it will be reviewed, if applicable. Brief notes will be taken of this discussion. If your Manager deems it appropriate, they may issue you with an informal letter of concern.

## Formal Disciplinary Action

Where the informal procedure has not led to improved behaviour, or where the alleged misconduct is more serious in nature, formal disciplinary action should be initiated. Disciplinary matters will be dealt with as sensitively as possible. Any individuals involved in the process will endeavour to be discreet in all aspects. Please be aware that failure to do so may result in separate disciplinary proceedings.

## OUR DISCIPLINARY PROCEDURE

### Suspension

There may be occasions when it is necessary to suspend you on full pay, whilst we investigate the allegations made. Careful consideration is always given before a decision to suspend is taken. Reasonable grounds for suspension include, but are not limited to; concerns that evidence may be tampered with or destroyed, inappropriate influence of witnesses, or potential risk to other employees or Company property. The suspension will usually be for no longer than is necessary, to investigate the complaint against you, without compromising the thoroughness of the disciplinary process. We will confirm all details of the suspension in writing.

Suspension is a neutral action and is not intended, and should not be construed as an indication of guilt. Whilst suspended, you should remain available to come back to work or to attend a meeting when required.



## Investigation

Where it is suspected, or alleged, that an employee has acted in a way which may lead to formal disciplinary action, an investigation will be carried out. The purpose of an investigation is to seek and establish the facts surrounding the allegation(s), taking a fair and balanced approach.

The components of the investigation will depend on the nature of the allegation(s) and will vary from case to case, but it will always aim to be thorough and comprehensive, to fully understand the issues concerned. It may involve meeting and taking statements from you and any witnesses, and reviewing relevant documents. Witnesses will be made aware that their statements may be shown to you, if the matter is referred to a formal disciplinary hearing.

The investigation will be conducted by a Manager, and it will be unbiased, fair and reasonable. In most cases, this will be your Manager, in others and where we require, it may be an independent Manager.

Investigative meetings are informal, and solely for the purpose of fact-finding, and are not disciplinary meetings. No decision on disciplinary action will be taken until after a disciplinary hearing has been held.

So that an investigation can be carried out promptly and thoroughly, we ask that you fully co-operate. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us, and attending investigative meetings as required. The investigation Manager will determine what is appropriate and reasonable to consider as part of this process.

Based on the findings of the investigation, the Manager will determine if there is a disciplinary case to answer. If this is the case, a disciplinary hearing will be organised.

## Formal Invitation

Following any investigation, if we consider there may be grounds for disciplinary action, you will be required to attend a disciplinary hearing. You will be invited in writing to a hearing with at least 48 hours' notice. The hearing Manager should provide you with details of the allegation(s) and evidence or documentation that may be referred to in the hearing. In the notification, you will also be advised of:

- The hearing Manager and HR support.
- The time, date and location of the hearing.
- The purpose and possible outcomes of the hearing.
- Your right to be accompanied by a work colleague or Trade Union representative.

## Right to be Accompanied

At all formal stages of this procedure you have the right to be accompanied, by either a work colleague or Trade Union representative. You should inform the hearing Manager of the name of your companion in advance of the hearing.

The person accompanying you, at your request, may address the hearing to sum up your case, or to respond on your behalf to any views. They may also ask to confer privately with you during the hearing. Your companion, however, does not have the right to answer questions on your behalf, or prevent the hearing Manager from explaining their case. We reserve the right to request an alternative accompanying person if we deem there to be a conflict of interest.

## Postponement

You may request a postponement to a hearing if the date is not reasonably practical for you or your companion, or due to unforeseen circumstances. If postponed, the hearing will need to be rescheduled within 5 working days of the original date. If you request a further postponement, we may choose to hold the hearing in your absence.



## Disciplinary Hearing

The hearing will be conducted by an independent Manager with a note-taker present. This may be a member of the HR team. We may require witnesses to attend the hearing to support the process, where appropriate.

The hearing Manager will explain the allegation(s) against you, go through the evidence that has been collated, and present a summary of the investigation. You will then have the opportunity to respond to this, explain any mitigating circumstances, ask questions and present any appropriate evidence to substantiate your points.

We may adjourn the disciplinary hearing, if the Manager needs to carry out any further investigation. In most circumstances, you will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

Following the conclusion of the hearing, the Manager conducting the hearing will consider what action, if any, will be taken as part of an adjournment. The hearing may be reconvened to deliver this outcome to you verbally and this will be followed-up in writing as soon as possible. Where a longer adjournment is required for further investigation, or due consideration, you will be notified of the outcome in writing as soon as practicable.

Electronic recording, by you or any companion, at any formal hearing is not permitted under any circumstances. At all stages, summary notes will be kept of all hearings and you will be provided with copies of these notes.

A possible outcome of the disciplinary hearing could be that no further action is required. Alternatively, if the allegations are upheld, one of the sanctions outlined below could be issued. The sanction will be no higher than the potential outcome outlined in your formal invitation letter, however; it may be a lesser sanction if deemed to be appropriate.

LEVEL OF WARNING	RECOMMENDED DURATION	EXAMPLE OF MISCONDUCT – BREACH OF COMPANY POLICY, RULE OR PROCEDURE
Letter of Concern	N/A	This is an informal warning, to recognise that a recorded conversation has been held. This would be issued when the concern regarding your behaviour or conduct, does not warrant formal disciplinary action. It may apply to; repeated low level concerns or minor offences.
First Written Warning	9 months	This is the first level of sanction in the formal procedure. It will be issued for cases of more serious misconduct, when a previous offence has been repeated, or where behaviour has not improved despite earlier informal warnings.
Final Written Warning	12 months	This is the second level of sanction in the formal procedure. It will be issued for cases of more serious misconduct or gross misconduct, or where a first written warning has already been issued and another instance of misconduct has occurred whilst live.
Dismissal (with notice)	N/A	This is the final level of sanction in the formal procedure. It will be issued if there is no improvement in conduct within the specified period, which has been subject to a final written warning, or another instance of misconduct has occurred whilst having a live warning on file.
Summary dismissal (without notice)	N/A	This sanctions applies when allegation(s) of gross misconduct has been upheld. No payment in lieu of notice will be made and your dismissal will be with immediate effect.
Alternatives to dismissal	N/A	In cases justifying dismissal (with, or without notice), the Company may, at its absolute discretion, impose an alternative to dismissal such as; a demotion.





If a sanction is applied, you will be informed that your conduct is expected to improve to an acceptable standard within a specified timescale. For the avoidance of doubt, when a sanction is issued, the effective date will be from the date that you are notified of the outcome.

Where more than one allegation is made, different sanctions may be imposed for each.

### Right to Appeal

You may appeal any formal disciplinary sanction issued, within 7 calendar days from receipt of written confirmation of the outcome. This may be because you feel the sanction provided was wrong or unjust. The appeal must be made in writing and should clearly state the grounds for your appeal, which could include; evidence that was not previously available at the hearing or not given due consideration.

An appeal hearing will be arranged as soon as is reasonably possible after receipt of your appeal letter. The Manager hearing the appeal will have had no previous involvement in the process.

The purpose of the appeal is to give you the opportunity to explain the situation from your point of view, to review if the matter was properly considered and (where relevant) any sanction appropriately issued.

The appeal hearing Manager will decide what, if any, action will be taken. You will be notified of the decision in writing as soon as practicable. There is no further right of appeal beyond this stage and the appeal decision is final.

If you fail to attend an appeal hearing on 2 occasions, when no postponement has been agreed, we will assume you no longer wish to appeal the decision. It is your responsibility to contact us to request and agree a postponement.

### DATA PROTECTION

Kering is committed to complying with UK Data Protection Law. We understand that your personal details are private, and when we store or use them we will follow these regulations. This policy sets out core principle standards which Kering expects across the business regarding the processing of employment or work related personal data.

This policy is not part of the contract of employment and we may amend it at any time. However, it is a condition of employment that employees and others who obtain, handle, process, transport and store personal data will adhere to the rules of the policy. Any breach of the policy will be taken seriously and may result in disciplinary action up to and including summary dismissal. Any contractors, consultants and agency staff are required to adhere to this policy. Any breaches will be discussed on an individual basis and appropriate action will be taken.

Please note: by signing the Statement of Awareness in this handbook, you acknowledge that the Company will process, both electronically and manually, such data about you for such purposes, and will transfer, store and process such data within the European Economic Area. This is contractual.

### Personal Data

Personal data is information where individuals can be identified either from that data or data combined with other information Kering holds about that individual. It includes everything from basic details such as contact information through to recorded opinions about an individual and highly personal data such as medical information.

We store your details securely in your personnel file and on our HR Information System, so that no unauthorised person can read them. We will always keep your personal information confidential.

Kering will collect and process personal data regarding all individuals who work for the Company or apply to work for us for the following purposes:

- Recruitment, training, development, promotion and succession planning.
- Providing pay, benefits and bonus schemes for those who work for Kering and liaising with tax and social security authorities.
- Allocating and managing duties and responsibilities and the business activities to which they relate.
- Internal Kering contact directories.
- Managing conduct, performance, absence and grievance related reviews, investigations and processes and making related management decisions.
- Processing information about absence or medical information regarding physical conditions or mental health conditions in order to assess eligibility for incapacity or permanent disability related pay or benefits. To also determine fitness for work, facilitate a return to work, make adjustments to duties or the workplace and make any management decisions regarding ongoing employment.



- Where applicable for carrying out restructuring or redundancies including appropriate consultation, selection, alternative employment searches and related management decisions.
- Operating email, IT, internet, social media, HR related systems and other Company policies and procedures. The Company carries out monitoring of its IT systems to protect and maintain the systems; to ensure compliance with Kering policies and to locate information through searches where needed for a legitimate business purpose.
- Complying with statutory laws and regulation for example maternity or parental leave legislation, working time and health and safety legislation, other employment laws and other regulations which Kering must adhere to.
- Storing information about your race, ethnicity, religion, belief, sexual orientation, trade union membership or disability, to help us monitor equal opportunities, and comply with laws, procedures and regulations in relation to equality.
- Where reasonably necessary for business documentation such as annual reports.
- Disclosure of basic personal data and contact information to third party contacts including corporate customers, suppliers and other business associates in order to operate the relationship with those third parties.
- Maintaining and processing general records necessary to manage the employment or worker relationship and operate the contract of employment or engagement.
- Keeping information about any criminal convictions you have, where this is relevant to your work.

The above processing may include transmitting data to third parties where appropriate. This might include, for example; reporting to regulatory authorities such as in relation to taxation or transferring your details to another of our offices, or other third party, whether or not in the European Economic Area, to help with our administration, or for another reason connected with your employment.

Transfers of data outside of the European Economic Area are subject to adequate data protection in place in the recipient country/organisation and the requirements of local laws in relation to international data transfer.

## Processing Data

Processing includes anything that can be done with, or in relation to data, including; obtaining, recording or holding the data and carrying out any operation on the data such as reading or reviewing or considering it, using it for a decision, organising or amending it, transmitting it, erasing it or disclosing it.

All processing of employment or work related data by Kering, or those who work for Kering, should comply with the following principles:

- Data should be processed fairly and lawfully in line with this policy.
- Particular care should be taken with sensitive personal data. This might include data such as racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health condition, sexual life, commission or alleged commission of a criminal offence or related proceedings. This is more tightly restricted under applicable privacy and data protection laws and guidance should be obtained before processing such information. This could occur unintentionally, for example, if such data was held in an employee's work email account or internet browsing history which is accessible to Kering.
- Data which is obtained for one legitimate purpose should not be processed in a manner which is incompatible with that purpose. For example, data on a security camera should not be used to routinely monitor what time employees arrive for work.
- Data should be adequate, relevant and not excessive in relation to the purposes it is processed for. This means that there should be enough data to fulfil the purpose intended effectively but no more than necessary. For example, in a recruitment process there needs to be enough information to make an informed decision based on the recruitment criteria but irrelevant personal information should not be included.
- Data should be accurate and kept up to date. This means that there should be periodic reviews of data which may need updating. Where possible those who work for Kering should have the opportunity to check and update their own personal data e.g. address. If personal data is used when making decisions, Managers should ensure that they are relying on accurate data. In cases of doubt those who work for Kering should have the opportunity to challenge data that may be inaccurate.



- Data should not be retained for longer than needed for the purposes it is stored for. This will vary depending on the nature of the data, why it is held and whether it is anticipated that it will be needed in the future for a particular legitimate purpose. Those within Kering who hold or are responsible for the management of personal data should ensure that they comply with rules regarding the secure removal and destruction of data at the appropriate time.
- Data must be processed securely. Steps must be taken to ensure that data is collected, stored and transmitted securely with restricted access based on a need to know for a legitimate purpose. Care should be taken to avoid accidental loss or destruction or damage to data. Our IT systems will support these aims but Managers and employees must treat data confidentially and with care. For example, not leaving it on a desk or photocopier or public transport, not circulating it by email or discussing it with colleagues or third parties inappropriately.
- When data is destroyed it should be done securely, for example being shredded or placed in a confidential waste bin.
- International transfers of data should comply with applicable privacy and data protection laws.
- If you handle personal data regarding those who work for Kering or applicants as part of your normal work you must treat that data confidentially and only process or disclose it appropriately in accordance with this policy.
- If in any doubt, please speak to a member of your HR team.

### Requests to View Personal Data

You have the right to know what data is held about you, and how this is being used by the Company. If you wish to make a personal data access request, please request in writing to a member of your HR team for more information. Please be aware that we reserve the right to charge for this service.

You do not have the right to view Corporate references (references made regarding an employee on behalf of the Company). Any data supplied to an employee must be easily understood, and all codes explained. You should not store any personal data regarding employees on your personally owned desktop or laptop computers.

### Third- Party Requests to View Personal Data

Please refer any third party to the Legal department and/or a member of the HR team.

## OUR ONLINE SIGNATURE TOOL

To enhance our processes and the employee experience, we use an online platform to process our core HR documentation, and to obtain your authorisation and acknowledgement. This can be accessed through all commonly used smart devices.

The web-based electronic signature and content management system has specific focus on document management and verification. Its key feature is its ability to track and record the exact time documents were sent to individuals, viewed and signed. It then publishes all signed documents as PDF's so they can be filed and saved.

We use this function to obtain signatures for the majority of all our HR documents, however; any agreements which need to be witnessed, and signed as a deed (such as Intellectual Property Agreements), will be sent as hard copies. The below list indicates the types of HR documents we send, but this list is not exhaustive:

- Contracts of Employment and Offer letters
- Acknowledgement of resignation letters
- Changes to employment conditions letters
- Probation letters
- Employment relations letters and paperwork
- All communication and letters sent to individuals
- Discount entitlement letters

When you receive documents to review, approve or sign via our online signature tool you will always be notified by an email, with a clear link for you to follow, and you will then be given the option to either sign, approve or cancel the document. By signing any of these documents, you are acknowledging your understanding and agreement to the T&C's associated to the document.

If you would like to opt-out of signing any documents electronically, please contact **myhr@kering.com** so they can send you hard copy versions only, for your review and signature.

## FAMILY FRIENDLY POLICIES

Kering feels passionate about ensuring all of our employees have a work-life balance, and as family lies at the heart of our personal lives, we want to support you and guide you through any changes to your family dynamics.





Our family-friendly policies have been designed to share with you the key information and procedures that relate to;

- Maternity leave
- Paternity leave
- Adoption leave
- Parental leave
- Shared parental leave

The policies apply to all full and part time employees, on a permanent and fixed term basis. For full details please refer to the Family Friendly Handbook, or contact a member of your HR team.

## LEAVING THE COMPANY

If you decide to leave us, here are some things you need to know.

### Notice Period

Your contractual notice period is outlined in your contract of employment. Any adjustment to this needs to be mutually agreed by both parties.

### Resigning

You are required to provide written notice to your Manager if you wish to resign. The terms of your departure will be discussed and agreed with your Manager. You should then agree as to how this is communicated to your colleagues and business contacts, to ensure business continuity. If for some reason you are unable to confirm your resignation in writing with your Manager, please speak to your senior Manager or a member of the HR team.

Your confirmed leave date and departure must be communicated to a member of the HR team. Acknowledgement of your resignation, and all final leaving details and next steps will be communicated to you in writing.

Ahead of you leaving the business, please ensure you return any Company owned property to your Manager, and return or destroy and confidential information.

## Forwarding Details

It is your responsibility to ensure we hold the correct details of your home address and contact telephone number. This will enable us to forward on to you any documents regarding your employment, including your final payslip and P45. You can do this via our online HR platform.

## Final Pay

Any salary due when you leave will be paid to you at the next available pay date following your departure. Any outstanding payments you owe the Company will be deducted from your final salary.

## STAFF DISCOUNT

Once you have successfully completed your probationary period with us, you and your immediate family will be able to benefit from generous discounts in our stores. We will give you full details of the Staff Discount Policy when you receive your discount card.

In general, you can receive 50% discount on the Brand you work for, and 30% discount on other participating Kering Luxury Division Brands. There may be further restrictions that apply within each Brand, country or region so please be sure to check with your Brand HR Department for further details.

When you use the discounts, you must:

- Only use them to make purchases for yourself or your immediate family. This means your spouse or partner, children, parents or siblings.
- Be present and pay for all purchases for yourself or your immediate family member.
- Pay for any purchases with only a debit or credit card in your name, and another form of photo ID must be presented at the time of purchase.
- Only use your discount between 10am and 12pm, Monday to Friday, and only if the shop is not busy.
- Approach a member of the sales team as soon as you enter the store, and discreetly inform them that you would like to use your discount.
- Accept any changes or additions to the normal discount rules that the store staff tell you about.
- Allow store staff to give priority to full paying clients.

- Be polite and respectful to store employees.
- Not resell anything or buy products for others, in exchange for cash, or involving a bank transfer of cash.
- Incur the costs of any delivery, for purchases made through online sales.
- Ensure any online passwords issued to you for Brand online sales events, are kept confidential and not shared.

If you are found to be in breach of any of these rules you could face disciplinary action, up to and including summary dismissal. If we believe that you are misusing your staff discounts, we may withdraw your right to use them, and we reserve the discretion to change or withdraw the shopping discounts scheme at any time.

Any Brand specific Staff Discount Policies will be in addition to the above.

## CLOTHING ALLOWANCE

We may offer you a clothing allowance, to help towards the purchase of branded clothing and accessories, you need to wear when representing your Brand.

Your contract of employment will state whether you are eligible for a clothing allowance as part of your employment with us, and your Manager will confirm how to claim your allowance.

If you want to use your clothing allowance during your probationary period, you will need written permission from your Manager.

When you use your clothing allowance, you must adhere to the following:

- Only buy products from the Brand you work for, unless you are told that you may buy from another one of our Brands.
- Avoid busy shopping periods, and try to collect your items between 10am and 12pm, Monday to Friday.
- Only buy wearable products, such as clothing and accessories, that visibly represent your Brand and its core business.
- Refrain from buying limited edition products or popular items that may only be available to full paying clients. This is at the discretion of the Store Manager.

- Only buy products for yourself and not for friends, family or other individuals.
- Not resell products that you buy.
- Keep track of how much of your clothing allowance you have spent, to ensure you do not exceed your annual or pro-rated allowance.
- Pay for any alterations yourself.

You may be liable to pay tax on the value of the clothing allowance that you use. To find out if this applies to you, please read your Brand's Clothing Allowance Policy, or speak to a member of the HR team.

Any clothing allowance you are eligible for will be on a pro-rated basis. If your employment with us ends, and you have exceeded your pro-rated amount, this amount may be deducted from your final pay. Please also note that; you are not able to use your clothing allowance if you are serving notice.

If you are found to be in breach of any of these rules, or if you misuse your clothing allowance in other ways, you could face disciplinary action, up to and including summary dismissal.

## REDUNDANCY STATEMENT

Kering strives to ensure job security for all our employees, however; changes in the business and/or the external environment may require us to consider potential redundancy situations.

We are committed to ensuring that all potential redundancy situations are managed fairly, consistently and objectively, meaning:

- All potential redundancy situations are genuine.
- Consultation with employees and employee representatives will begin in good time and in line with best practice guidelines.
- Careful consideration is given to the pool from which redundant employees may be selected.
- Appropriate selection criteria are adhered to.
- Consideration is given to suitable alternative employment for any individuals who would otherwise be made redundant.
- Appropriate support and compensation is provided for all redundant employees.





## IMPROVING THE WORK ENVIRONMENT

Kering will do all that it can to ensure that your time with us  
is a fulfilling, challenging and enjoyable experience.  
This section outlines how we promote fair and ethical  
work practices.

## THE GREEN OFFICE

As an environmentally responsible Company we are fully committed to making changes to the way we work, hence; minimising our environmental impact as much as possible. We all have a part to play in this so please help us meet the following important commitments:

### Paper

- We will reduce the amount of paper we use.
- We will try to buy recycled and recyclable products.
- We will minimise the amount of paper we throw away, and recycle everything as much as we can.

### Energy

- We will reduce the amount of energy we use as much as possible.
- We will switch off lights, computers, copiers and printers when not in use, and at the end of the working day.
- We will use heating and ventilation effectively and efficiently, with the aim of reducing energy use.
- We will assess the energy use of new equipment when we make purchasing decisions.

### Office Supplies

- We will reduce the amount of office supplies we use, and only buy what we really need.
- We will look at the environmental criteria of new office supplies and, where possible, only buy more environmentally-friendly products.

### Maintenance and Cleaning

- We will clean and maintain our work environments in as many environmentally friendly ways as possible.
- We will assess our cleaning products and hygiene services for their environmental performance.
- We will take the environment in to account when we choose materials to refurbish the office, including decorating materials and office furniture.

### Recycling

- We will have paper and other recyclable products routinely collected for recycling.
- We will make all items and correspondence that we send to our business partners as recyclable as possible.
- When we are choosing products to buy, a key factor will be how recyclable they are.
- We will work with our business partners, customers and suppliers to make environmental issues an important part of our operations.

### Transport and Getting to Work

- We will promote environmentally friendly forms of transport whenever possible, including giving incentives to those who cycle or use public transport.
- We will maintain and operate company vehicles as efficiently as possible to maximise their environmental performance.
- We will assess new vehicles for their environmental performance before we buy them.
- We will use other transport for work purposes that are as environmentally-friendly as possible.

## EQUALITY AND DIVERSITY

Our goal is to nurture a culture which is inclusive, respectful, free from discrimination, harassment and prejudice. Kering is both a multi-national and multi-cultural Company, and we are committed to valuing and promoting diversity and equality in all areas of recruitment, employment, training and promotion. Not only is it the law, but it also makes good business sense to treat all candidates and employees equally, fairly and consistently, based on their ability.

We aim to embed this culture in all our policies, procedures, day-to-day practices, as well as all internal and external relationships. We expect you to treat all individual's you come into contact with at work, with dignity and respect at all times. Furthermore, if you witness any behaviour that goes against the spirit of this policy you should speak to your Manager or member of the HR team immediately.

This policy outlines all you need to know about Kering's commitment to equality and diversity and also, the important role you have to play in ensuring we build a work environment that is supportive and inclusive for everyone.



## Our Commitment

We support and encourage an environment based on meritocracy and inclusiveness, where everyone can develop to their full potential, and be treated fairly and with respect at all times.

Kering is committed to the following:

- We will not discriminate on grounds of gender, gender re-assignment, marital or civil partnership status, race, ethnic origin, colour, nationality, disability, sexual orientation, religion or belief, age, pregnancy & maternity, class or social background and political belief.
- Selection for employment, promotion or training will be on the basis of aptitude and capability.
- Everyone will be helped and encouraged to develop to their full potential – annual performance evaluations will be completed and your performance will be assessed based on objective criteria. Everyone will have equal access to promotion opportunities.
- Everyone will be fairly rewarded – this will be based on objective criteria which will include your contribution to the business, internal and external comparisons and affordability. At all times your reward package will be fair and in accordance with equal pay legislation.
- We will create an environment in which individual differences and the contributions of all our employees are recognised and valued.
- We will ensure everyone has a working environment that promotes dignity and respect. No form of discrimination, bullying or harassment will be tolerated.
- We will review all of our employment practices and Procedures on a regular basis to ensure fairness.

## Responsibilities

We all have a responsibility to ensure the Company adheres to its legal obligations in relation to equal opportunities. These commitments are by no means exhaustive but outline some of the key ways that we can all bring this policy to life.

Managers will:

- Support and implement the aims of this policy by challenging and proactively managing any inappropriate behavior that goes against the spirit of this policy.
- Foster a culture in which compliance with this policy is regarded as integral to all aspects of what we do.
- Ensure you are encouraged, supported and enabled to reach your full potential.
- Support appropriate development plans to meet your needs as well as their teams/departments.
- Work with HR if required to ensure reasonable adjustments are made if you or a colleague has a disability.
- Consider fairly and equally any requests for time off owing to religious holidays or commitments; they will do so following the Annual Leave Policy.
- Consider and make reasonable adjustments if you require changes to dress code, based on your religion or gender identity. Any changes must still be compatible with your Brand image and comply with health and safety.
- Ensure that their behaviour and actions do not amount to discrimination, harassment, bullying or victimisation in any way.

All Employees will:

- Comply with and promote the spirit of this policy, by challenging any inappropriate behaviour and/or speak to your Manager or a member of the HR team.
- Contribute to an environment free of fear or intimidation, which embraces diversity.
- Ensure that your behaviour and actions do not amount to discrimination, harassment, bullying or victimisation in any way.
- Inform your Manager and a member of the HR team if you have any special requirements you need to fulfill your role owing to a disability.
- Follow the Annual Leave Policy if you require time off for religious holidays or commitments.
- Speak to your Manager directly if you feel that the dress code in your work place conflicts with your religion or sexual orientation.



## Raising Concerns

Any concern relating to equality and diversity should be raised via our Grievance Procedure – please see this policy for more details.

If you do report an instance of non-adherence to this policy in good faith, you will be supported by the Group and we will ensure that you are not subjected to discrimination or victimisation as a result. This means that continued employment and opportunities for future training will not be prejudiced because you raised a sincere concern. Any instances of detrimental treatment by a fellow colleague towards you, due to concerns that have been raised, will not be tolerated.

## BULLYING AND HARASSMENT

We want to attract and keep the very best people, and to do this we foster a culture that is supportive and inclusive, and a work environment that is free of bullying and harassment. We expect you to treat your colleagues, and those who work with us, as you would expect to be treated.

Every one of us should expect to work without fear of bullying or harassment, whether direct or indirect. This applies not only to the workplace but also at work-associated events, such as; meetings, conferences, business trips and Company-sponsored social events, whether on Company premises or off-site.

Bullying and/or harassment can take many forms and can be conducted by one or more persons; it might be face to face or via written communication such as email, or via non-work tools such as social media.

This policy also extends to any event of bullying and harassment towards you by our customers or external stakeholders.

### Definition

Bullying may be characterised as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means intended or perceived to undermine, humiliate, degrade or injure the recipient through repeated inappropriate threatening behaviour.

This list is not exhaustive, but examples of bullying behaviour may be:

- Persistent and unreasonable criticism
- Blame for things beyond the employee's control
- Spreading of malicious rumours

- Exclusion
- Intimidation or humiliation
- Mis-use of power or position
- Unjustifiably and unnecessary monitoring of work and overbearing supervision
- Menacing and aggressive behaviour
- Repeatedly manipulating a person's job content and targets, or by setting the individual up to fail

Please remember that a Manager is entitled to make reasonable and constructive criticisms of your work performance or behaviour, including initiating disciplinary procedures. For example; if you are repeatedly, but justly, informed that your performance is continuously below required targets you may feel threatened and insecure, but this does not indicate bullying by your Manager.

Harassment can be defined as unwanted and/or offensive conduct, demeaning and unacceptable to the recipient. It includes unwelcome physical, verbal or non-verbal conduct that creates an intimidating, humiliating, degrading, hostile or offensive working environment for the recipient. It can involve a single incident or may be persistent behaviour.

There is a specific legal provision prohibiting sexual harassment. The definition includes: acts of unwanted physical intimacy, requests for sexual favours, gestures or display of words, pictures or other material which is unwelcome and could reasonably be regarded as intimidating, sexually offensive, hostile, degrading or humiliating. A single incident may constitute sexual harassment.

This list is not exhaustive but examples of behaviour constituting harassment, which is of a sexual nature may be:

- Physical conduct ranging from unwelcome touching to physical assault.
- Threats for rejecting sexual advances.
- Unwelcome jokes, banter or comments of a sexual nature.
- Questions about a person's sex life.
- The open display of pictures or objects with sexual overtones, even if not directed at anyone in particular (e.g. magazines and pin-up's).
- Demeaning comments, jokes or banter about personal appearance.



Behaviour that any reasonable person would find offensive would be physical contact of a sexual nature. In other cases, it might not be so clear, e.g. flirting or asking someone out for a private drink after work. It might unintentionally cause offence but will not be regarded as harassment. It would; however, become so if the conduct continues after the recipient has made it clear that it is unacceptable and unwanted.

Harassment doesn't have to be directed at you, for example; if your colleagues make jokes or comments to one another in your ear-shot, this may be perceived as inappropriate. It is not the intention of the person who commits the act that is relevant, but the feelings that it evokes and how it is perceived by others.

### Allegations of Bullying and Harassment

Bullying and harassment of any kind, by employees or non-employees, such as clients, customers, and any other business contacts, will not be tolerated.

If, as an employee, you feel you have been bullied or harassed you should inform the individual(s) that their behaviour is offensive to you and unwanted, and you want it to stop immediately. Informal action is often sufficient to resolve a situation, particularly if the individual(s) involved might be unaware that their behaviour has caused offence.

Should you want to report any incidences of bullying and harassment, or if the behaviour continues after making them aware, this should be done via the Company's Grievance Procedure – please see the Grievance Policy for more details.

### Your Behaviour

Be aware of how your own behaviour may affect others and be prepared to change it if necessary. Treat all of your work colleagues with the dignity and respect you would like them to show you.

In the event that you should experience inappropriate jokes or comments that are directed at you, or at someone you work with, make it clear that you find the comments and the behaviour unacceptable. Where possible, intervene to prevent or stop bullying or harassment and give support to the recipient(s).

### False Allegations

Anyone who falsely makes an allegation that she or he is being bullied or harassed may face disciplinary action up to and including summary dismissal.

## GRIEVANCE MANAGEMENT

During your time with Kering you may experience concerns or problems with your role, working environment, colleagues or perhaps your Manager. We will always aim to resolve these potential concerns as quickly as possible, and this policy outlines how issues will be resolved fairly and consistently.

### Informal Procedure

We will always do our best to resolve any grievances or complaints informally, therefore; when appropriate, we would recommend that you raise any concerns directly with your Manager, as a first point of contact; clarifying the nature of the issue and any suggested resolutions. You should then allow your Manager reasonable time to address these concerns before embarking on the formal grievance procedure.

### Mediation

If you choose to raise concerns with your Manager, or a member of the HR team, where appropriate and possible, we may recommend mediation is used before embarking on any formal grievance procedure. Mediation is a way of problem solving, whereby; an objective and third party assists the individuals who are in conflict. Mediation gives the individuals the opportunity to explore the underlying causes of the conflict and encourage parties to find resolutions for themselves. Mediation should be carried out by a member of the HR team, and in some instances, a trained mediator. Please speak to a member of the HR team for further information.

### Formal Procedure

If it is deemed that your issue or concern is of such a serious nature that it is not appropriate to be addressed through the informal approach, or; having already taken an informal approach you still have concerns, then you should raise your grievance formally.

The first step in this process is to outline your grievance in writing to your Manager or a member of the HR team, even if you have already informally discussed the matter with them. This letter should outline the specific details as to the nature of your grievance and your desired outcome; including details of any examples and witnesses. In the interests of resolving the issue effectively, it is beneficial to include as much detail as possible. If you do not feel comfortable raising a grievance directly with your Manager, please speak to a member of the HR team first.





Once you have submitted your grievance in writing, your grievance will be acknowledged and an independent Hearing Manager will be assigned to investigate your grievance. The Hearing Manager will firstly arrange a meeting with you to discuss your concerns in more detail, and to further understand how you would like your grievance to be investigated. This meeting should take place without reasonable delay. A member of the HR team will also be present in this hearing to take minutes of the discussion.

In order to identify the appropriate resolution and outcome to your grievance, they will fully investigate your concerns, and this may involve speaking to other people, with your prior approval. The Hearing Manager will respond to you outlining the outcome of their grievance investigation as soon as is practicable, and if this is not possible, you will be told when you can expect a response and the reason for the delay.

This outcome will be confirmed in writing, with an outline of any recommended resolutions. A potential outcome could be informal mediation, as described above.

### Right to be Accompanied

At all formal stages of this procedure you have the right to be accompanied, by either a work colleague or Trade Union representative. You should inform the hearing Manager of the name of your companion in advance of the hearing.

The person accompanying you, at your request, may address the hearing to sum up your case, or to respond on your behalf to any views. They may also ask to confer privately with you during the hearing. Your companion, however, does not have the right to answer questions on your behalf, or prevent the hearing Manager from explaining their case.

### Postponement

You may request a postponement to a meeting at any stage of the process, only if the date is not reasonably practical, or due to circumstances unforeseeable when it was arranged. If postponed, the meeting will need to be rescheduled within 5 working days of the original date.

If you fail to attend an appeal meeting on 2 occasions, when no postponement has been agreed, we will assume you no longer wish to appeal the decision. It is your responsibility to contact us to request and agree a postponement.

### Right to Appeal

If you are not satisfied with the outcome of the grievance, you will be offered the right to appeal the decision. We will provide the details of whom you should write to, to outline the grounds for your appeal; this may be a person in the HR team or your Senior Manager.

Your appeal needs to be received in writing within 5 working days of receiving your grievance outcome letter. Following receipt of a grievance appeal, we will identify an appropriate and independent grievance appeal Hearing Manager, and will arrange a meeting to discuss the matter with you. This meeting should be arranged without reasonable delay, and a member of the HR team will be present to take meeting minutes.

The purpose of this appeal hearing will be to reconsider the outcome of the grievance hearing, to judge if the matter was properly considered, and where relevant, any sanction properly imposed. Any evidence that has subsequently come to light may also be taken into account, and if you become aware of such evidence you should provide details of it to the person hearing the appeal as soon as practicable. Following the appeal hearing, you will receive written confirmation of the outcome of this meeting and the details of our decision. This then concludes the internal grievance Procedure.

Please note that any complaints regarding a disciplinary process will not be addressed through the grievance process, but rather through a disciplinary hearing or appeal. In addition, should you wish to raise a concern after your employment has ended you should write to HR and we may investigate your concern. If we do, we may contact you to ask for more information, or to ask you to come to a meeting. However, we do not have to do this and if you raise a concern more than three months after you have left us, it is unlikely that we will take the matter further.

Empowering Imagination