



## **EQUALITY AND DIVERSITY POLICY**

### **1. GENERAL COMMITMENT**

We are committed to eliminating discrimination and promoting equality and diversity in our own policies, practices and procedures and in those areas in which it has influence. This applies to our professional dealings with staff and Partners, other solicitors, barristers, Clients and third parties.

We intend to treat everyone equally and with same attention, courtesy and respect regardless of their:

- (a) Disability;
- (b) Gender;
- (c) Marital status (including civil partnership status);
- (d) Gender reassignment;
- (e) Pregnancy, maternity and paternity;
- (f) Race;
- (g) Ethnic or national origins;
- (h) Colour;
- (i) Nationality;
- (j) Sexual orientation;
- (k) Age;
- (l) Religion or belief (including lack of belief);

collectively referred to as 'Protected Characteristics' throughout this Policy.

We will not, in our professional dealings with employees, partners, clients and third parties instructed in connection with client matters discriminate unlawfully or victimize or harass anyone.

### **1.1 Making Reasonable Adjustments**

We will make reasonable adjustments to remove substantial disadvantages faced by disabled persons, whether as job applicants, employees, candidates for promotion or clients.

In adhering to the above, we will ensure that prior to arranging an interview with a new client we make enquiries with them to check whether they have any visual, communication or mobility problems. The enquiries will be carried out either over the telephone when a new enquiry is taken or alternatively via email to be sent to the client regarding any special adjustment to deal with client disability. A response must be received by the client before an appointment can be made.

We are able to make the following reasonable adjustments in order to assist a client who has a disability:-

- a) Provision of large print or Braille correspondence and documents at no cost to the client;
- b) Arrangements for access and parking suitable for less mobile clients;
- c) A visit to the client's place of residence or place of work to take instructions instead of requiring the client to come to the office. Where a contract is made either at a client place of home/work we will advise the client in terms of their rights to cancel the contract within the cooling off period as confirmed in our Terms of Business.
- d) Where at the time of taking instructions we do not meet the client face-to face then we will also advise the client in terms of their right to cancel the contract within the cooling off period as confirmed in our Terms of Business.

In order to facilitate necessary adjustments for clients with a disability we as a firm have established contact with a few organisations which can provide trained signers to interpret for clients who use sign language and who do not wish to use family members or close friends. If you require a list of such organisations then please contact our COLP.

## **2. REGULATION AND LEGISLATION**

In developing and implementing its Equality and Diversity Policy, we are committed to complying with the SRA Code of Conduct, Equality and Diversity and with all current and any future anti-discrimination legislation and associated codes of practice including, but not limited to:-

- (a) The Equality Act 2010
- (b) The Equality Act 2010 Codes of Practice (Services, Public Functions and Associations, Employment and Equal Pay) Order 2011
- (c) The Employment Rights Act 1996

### **3. FORMS OF DISCRIMINATION**

It is important that employees and partners have an understanding of the law on discrimination appropriate to their role. This section summarises the forms of discrimination which we are all obliged to avoid, and the duty to make reasonable adjustments to help people overcome disadvantages due to a disability. Any request from an employee or partner for further information or training on this subject will be given sympathetic consideration by the firm.

#### **3.1 Protected Characteristics**

The law forbids discrimination on grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief and sex or sexual orientation.

#### **3.2 Direct Discrimination**

This is where a person is treated less favourably than another person because of a protected characteristic.

#### **3.3 Discrimination by Association**

This is direct discrimination against someone because they associate with another person who possesses a protected characteristic.

#### **3.4 Perception Discrimination**

This is direct discrimination against someone because others think they possess a particular protected characteristic (even if they do not actually possess that characteristic).

#### **3.5 Indirect Discrimination**

This can occur where a rule, policy or practice applies to everyone but particularly disadvantages people who share a protected characteristic. Indirect discrimination can be justified if the rule, policy or practice is a proportionate and necessary means of achieving a legitimate aim.

#### **3.6 Harassment**

This is unwanted conduct related to a relevant protected characteristic, which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or otherwise offensive environment for that individual. The law on harassment does not apply to pregnancy and maternity and marriage and civil partnership. Harassment may involve physical acts or verbal and non-verbal communications and gestures.

#### **3.7 Third Party Harassment**

The firm can be liable for harassment of its employees by people who are not employees, such as clients, if it has not taken reasonable steps to prevent such harassment recurring when it was aware of previous occurrences.

#### **3.8 Victimisation**

This is where an employee is treated badly because they have made or supported a complaint, or raised a grievance under the Equality Act or because they are suspected of doing so. An employee is not protected from victimisation if they have maliciously made or supported an untrue complaint.

### **3.9 Disability Discrimination**

A person is disabled if they have a physical or mental impairment which has a substantial and long term adverse effect on their ability to carry out normal day-to-day activities. The law relating to disability differs from that which applies to other protected characteristics. The firm may be required to make reasonable adjustments to help people overcome disadvantages due to an impairment.

## **4. EMPLOYMENT AND TRAINING**

### **4.1. General Statement**

As an Employer, we will treat all Employees and job applicants equally and fairly and not discriminate unjustifiably against them. This will, for example, include arrangements for recruitment and selection, Terms and Conditions of Employment, access to training opportunities, access to promotion and transfers, grievance and disciplinary processes, demotions, selection for redundancies, dress code, references, bonus schemes, work allocation and any other employment related activities. The firm will make reasonable adjustments to help applicants overcome disadvantages due to a disability. Training has been completed across the firm and now forms part of the Induction Programme. New training modules for Equality and Diversity are completed as supplied by Legal Eye.

### **4.2. Recruitment and Selection**

We recognise the benefits of having a diverse workforce and will take steps to ensure that:-

- (a) we endeavour to recruit from the widest pool of qualified candidates practicable;
- (b) employment opportunities are open and accessible to all on the basis of their individual qualities and personal merit;
- (c) selection criteria and processes do not discriminate unjustifiably on the grounds of a particular Protected Characteristic (other than in those instances where we are exercising permitted positive action as outlined in paragraph 7 below);
- (d) ID and references will be requested for all posts. References for Fee Earning posts will be requested to disclose details of the relevant applicant's disciplinary record. The SRA and CLC website will also be checked for any entries that have been made (if applicable);
- (e) All records regarding interviews and recruitment will be held for a period of 12 months in the Recruitment File. After these 12 months the records/information will be destroyed. For candidates who were successful the information will be retained in their Employee File.

## **5. CONDITIONS OF SERVICE**

- 5.1. The Firm will treat all Employees equally (other than in those instances where the Firm is exercising permitted positive action as outlined in paragraph 7 below) and create a working environment which is free from discrimination and harassment and which respects, where appropriate, the diverse backgrounds and beliefs of Employees.
- 5.2. Terms and conditions of service for Employees will comply with anti-discrimination legislation. The provision of benefits such as working hours, maternity and other leave arrangements, performance appraisal/performance management systems, dress code, bonus schemes and any other conditions of employment will not discriminate against any Employee on the grounds of a particular Protected Characteristic.
- 5.3. Where appropriate and necessary, the Firm will endeavour to provide appropriate facilities and conditions of service which take into account the specific needs of Employees which arise from their ethnic or cultural background, gender, disability, religion or belief, sexual orientation or age.

## **6. PROMOTION AND CAREER DEVELOPMENT**

- 6.1. Promotion within our Firm (including to Partnership) will be made without reference to any of the forbidden grounds and will be based solely on merit (other than in those instances where we are exercising Permitted Positive action as outlined below).
- 6.2. The selection criteria and processes for recruitment and promotion will be kept under review to ensure that there is no unjustifiably discriminatory impact on any particular group.
- 6.3. All Employees will have equal access to training and other career development opportunities appropriate to their experience and abilities. However, we may take appropriate permitted positive action measures (as outlined below) to provide special training and support for certain groups to encourage them to take up training and career development opportunities.

## **7. PERMITTED POSITIVE ACTION**

- 7.1. Positive discrimination in the UK is illegal (save for the treatment of disabled persons). However, under the Equality Act 2010, we may recruit a candidate or promote an Employee who is of equal merit (in relation to the specific job or position they are applying for) to another candidate/Employee if we reasonably think that a candidate/Employee has a particular Protected Characteristic that is under-represented in the workforce or that people with that characteristic suffer a disadvantage connected to that characteristic and such positive action is a proportionate way of addressing the under-representation or disadvantage.
- 7.2. An example of permitted positive action would be if a counselling service for teenagers has no employees who are Jewish, despite being located in an area of high Jewish population. When a vacancy arises, two candidates of equal merit are

in a tie-breaker situation with the employer having to find some way to choose between them. One candidate is Jewish and the other is not. The manager could choose to offer the job to the Jewish candidate and this would not constitute unlawful religious discrimination. However, if the non-Jewish candidate were able to do the job better than the Jewish candidate and the manager employed the Jewish candidate simply because he was Jewish, that would be unlawful direct religious discrimination.

## **8. BARRISTERS AND THIRD PARTIES**

### **8.1. Barristers and Experts**

8.1.1. Barristers and experts should be instructed on the basis of their skills, experience and ability. We will not, on any of the forbidden grounds, avoid briefing a barrister or expert and will not request barristers' or experts' clerks to do so.

8.1.2. Clients' requests for a named barrister or expert should be complied with, subject to our duty to discuss with the Client the suitability of the barrister or expert and to advise appropriately.

8.1.3. We will discuss with the Client any request by the Client that only a barrister or an expert who does not possess a Protected Characteristic be instructed. In the absence of a valid reason for this request, which must be within the exemptions permitted by the anti-discrimination legislation, we will endeavour to persuade the Client to modify their instructions in so far as they are given on discriminatory grounds. Should the Client refuse to modify such instructions, we will cease to act.

### **8.2. Suppliers**

All lists of approved suppliers and databases of contractors, agents and other third parties who, or which, are regarded as suitable to be instructed by those within our Firm have been compiled only on the basis of the ability of those persons or organisations to undertake work of a particular type and contain no discriminatory exclusion, restriction or preference.

## **9. CLIENTS**

### **9.1. Procedure Regarding Accepting or Declining New Instructions, and Stopping Acting for an Existing Client.**

9.1.1. We are generally free to decide whether to accept or decline instructions from any particular client but refusal to act will not be based upon any of the forbidden grounds nor will we refuse to provide a service to a client if it is unreasonable to do so. General points to be considered when accepting new clients are: -

9.1.1.1. preservation of our independence;

9.1.1.2. our ability to provide an adequate service (do we have sufficient capacity and/or relevant experience and/or resources, skills and procedures to carry out the client's instructions and to deliver the service in a competent

and timely manner taking into account the client's needs and circumstances);

- 9.1.1.3. the integrity of a referring Practice and/or its management;
  - 9.1.1.4. any past history e.g. whether they have settled our bills or made unjustified complaints;
  - 9.1.1.5. local knowledge and hearsay which may affect our desire to act;
  - 9.1.1.6. financial standing i.e. the results of a credit check;
  - 9.1.1.7. whether they are subject to duress or undue influence;
  - 9.1.1.8. that joint clients agree on the nature of instructions (SRA Code of Conduct 2011 Chapter 3);
  - 9.1.1.9. links with existing clients i.e. is anything revealed via a conflict of interest check?
  - 9.1.1.10. were they referred to us and if so by whom?
- 9.1.2. The Practice is not obliged to act for all potential clients. Greater care will need to be given to considering enquiries from new clients as opposed to new matters from existing clients. The Practice may not decline to act on grounds that would infringe its policies on anti-discrimination, equal opportunities and diversity or the law, but otherwise may decline to accept instructions where adverse findings arise from consideration of any one or more of the factors discussed unless in so doing it is unreasonable to refuse to provide the service to the client.
- 9.1.3. The Practice may also decline new instructions or stop acting for an existing client where:
- 9.1.3.1. the client proposes to make a gift of a significant value to you or a member of your family, or a member of your Practice or their family, unless the client takes independent legal advice;
  - 9.1.3.2. the client (or potential client) proposes a criminal, unlawful or immoral act or course of actions;
  - 9.1.3.3. the client's instructions are given by someone else, or by only one client where we act jointly for others unless we are satisfied that the person providing the instructions has the authority to do so on behalf of all of the clients;
  - 9.1.3.4. where there is good reason to decline or cease (persistently inconsistent instructions, breakdown of the solicitor-client relationship, non-payment of reasonable fees or sums reasonably requested on account of costs or

disbursements where the client care letter and/or terms of business have specifically stated that the retainer may be terminated through non-payment) and after expiry of reasonable notice;

9.1.3.5. where there are reasonable grounds (satisfying your reasonable enquiries) that the instructions are affected by duress or undue influence and do not represent the client's wishes.

9.1.4. In all cases where we cease acting for a client, we will explain to the client their possible options for pursuing the matter.

9.1.5. Narinder Hayer is responsible for the procedures relating to the acceptance and declining of instructions and she will ensure that a documented review of the procedures is carried out at least annually to verify that they are in effective operation across the practice.

## **10. PROMOTING EQUALITY AND DIVERSITY**

10.1. We are committed to promoting equality and diversity in the Firm as well as in those areas in which it has influence.

10.2. Employees and Partners will be informed of this Equality and Diversity Policy and will be provided with equality and diversity training appropriate to their needs and responsibilities. This Policy will be made available to clients, the Solicitors Regulation Authority and relevant third parties upon request.

10.3. All those who act on our behalf will be informed of this Equality and Diversity Policy and will be expected to pay due regard to it when conducting business on our behalf.

10.4. In all its dealings, including those with suppliers, contractors and recruitment agencies, we will seek to promote the principles of equality and diversity.

10.5. We will make every effort to reflect its commitment to equality and diversity in its marketing and communication activities.

## **11. IMPLEMENTING THE POLICY**

### **11.1. Responsibility**

11.1.1. Ultimate responsibility for this policy rests with Narinder Hayer who will have the operational responsibility for implementing, communicating, monitoring, evaluating and updating this policy. An annual review of the policy will take place to verify it is in effective operation across the practice.

11.1.2. All Employees and Partners of the Firm are expected to pay due regard to the provisions of this policy and are responsible for ensuring compliance with it when undertaking their jobs or representing the Firm.

11.1.3. Acts of discrimination or harassment on any of the forbidden grounds by Employees or Partners of the Firm will result in disciplinary action. Failure to

comply with this policy will be treated in a similar fashion. The policy applies to all who are employed in the Firm and to all Partners.

- 11.1.4. Acts of discrimination or harassment on any of the forbidden grounds by those acting on behalf of the Firm will lead to appropriate action including termination of service where appropriate.

## **11.2. Complaints of Discrimination**

We will treat seriously, and will take action where appropriate concerning, all complaints of discrimination or harassment on any of the forbidden grounds made by Employees, Partners, Clients, barristers or other third parties. All complaints will be investigated in accordance with our grievance or complaints procedure and the complainant will be informed of the outcome.

Complaints of discrimination from clients or other third parties will be dealt with through the firm's normal complaints process. Disciplinary issues arising from a possible breach of this policy will be dealt with through the firm's normal disciplinary process. However in both cases Narinder Kaur Hayer should be notified and consulted.

## **11.3. Monitoring and Review**

This policy will be monitored and reviewed in a manner proportionate to the size and nature of the Firm to measure its progress and judge its effectiveness. The practice will gather information on the diversity of potential recruits and existing employees to enable the practice to examine differences between groups or identify trends over periods of time. This is considered the best way to determine whether the policy is working effectively to produce a workforce as diverse as we would want or expect it to be. Monitoring information will always be used in anonymous ways and treated with the highest level of confidentiality. All staff will be made aware of our monitoring process. In particular, we will, as appropriate, monitor:-

- (a) The gender and ethnic composition of the workforce and Partners as well as the number of disabled staff and Partners at different levels of the organisation;
- (b) The ethnicity, gender and disability of all applicants, short-listed applicants and successful applicants for jobs and training contracts;
- (c) The ethnicity, gender and disability of all applicants for promotion (including to Partnership, to the role of a Member of a Limited Liability Partnership or director of a recognised body) and training opportunities and details of whether they were successful;
- (d) Where it is possible to do so, and where doing so will not cause offence or discomfort to those whom it is intended to protect, the sexual orientation and religion or belief of all Partners and staff will be monitored so as to ensure that they are not being discriminated against in terms of the opportunities or benefits available to them. Those responsible should, however, be aware that Partners and staff may not choose to

disclose their sexual orientation or religion or belief and that care should be taken to avoid inadvertent discrimination in such cases.

- (e) The number and outcome of complaints of discrimination made by staff, Partners, barristers, Clients and other third parties;
- (f) The disciplinary action (if any) taken against Employees by race, gender and disability.

This information will be used to review the progress and impact of the Equality and Diversity Policy. Any changes required will be made and implemented

#### **11.4. Training**

The practice will carry out or procure training for personnel on compliance with equality and diversity requirements not only on induction but also at least on an annual basis if not prompted more frequently by statutory, regulatory or procedural developments.