

## **AVOIDANCE OF DISCRIMINATION & DIVERSITY POLICY**

KPM have adopted the policy below in order to avoid discrimination and to promote equality and diversity.

Anti-discrimination legislation is designed to promote fairness in relation to employment, promotion and the provision of services.

Discrimination is about the minimum levels of behaviour needed to avoid legal sanctions.

Diversity is about encouraging the development of individuals, regardless of their background, and so encompasses anti-discrimination but goes further to include issues like social class and schooling.

### **Policy Statement**

KPM Solicitors LLP is committed to avoiding discrimination in its dealings with clients, partners, employees and all other third parties that have dealings with KPM. It is committed to promoting diversity in its professional activities.

Everyone in KPM is expected and required to treat all others equally and with the same attention, courtesy and respect, regardless of their:-

- Race (including colour, nationality and national or ethnic origins);
- Gender (including marital status, adopted gender, pregnancy, maternity and paternity);
- Disability;
- Sexual orientation (including civil partnership status);
- Religion or belief; and
- Age.

In addition, KPM will ensure that nobody with whom it has dealings will suffer any substantial disadvantage through any disability that they might have. KPM is committed to making reasonable adjustments for those with a disability in relation to job opportunities, promotion and training within KPM and the provision of services to clients.

All the areas of discrimination set out above, are collectively referred to as 'the above grounds' in the rest of this document.

### **Scope**

All personnel must be aware of KPM's policy in relation to discrimination, equality and diversity.

Our policy deals with all our professional dealings with clients, other solicitors, barristers, experts and third parties, and covers:

- Accepting instructions from clients;
- Using experts and counsel;
- The provision of services to clients;
- Dealings with those representing others; and
- Interaction with everyone involved in or incidental to the provision of our services.

The Policy extends to the application of any complaints made by or against KPM Solicitors and/or the third parties they instruct.

The Policy also extends to the recruitment, training and promotion of personnel within KPM. In connection with both aspects, all personnel must comply with the Solicitors Regulation Authority's professional requirements and also with the law of the land.

## Forms of Discrimination

KPM's policy covers discrimination on the grounds of:-

- Race or racial group (including colour, nationality and ethnic or national origins);
- Sex;
- Marriage and civil partnership;
- Gender reassignment;
- Pregnancy, maternity and paternity;
- Disability;
- Sexual orientation (including civil partnership status);
- Religion or belief; and
- Age.

The following kinds of discrimination are against KPM's policy:-

- **Direct Discrimination** –occurs where one person treats another less favourably by reason of the grounds listed above and, in respect of age discrimination only, it cannot be shown that the treatment in question was justified. To treat a person less favourably for other reasons, for example because they have not performed adequately, will not generally be regarded as discrimination amounting to professional misconduct unless the true reason for the treatment is, or includes, one of the grounds referred to above.
- **Discrimination by Association** – this is direct discrimination against someone because they associate with another person who possesses a protected characteristic. This will apply to any discrimination relating to race, religion, belief, sexual orientation, age, disability, gender reassignment and sex. Examples of discrimination by association are for instance, if an employee is looking forward to a promised promotion but advises employers that a dependent who lives with the employee has had a stroke and the promotion is withdrawn – this will be discrimination against the employee because of her association with the disabled person.
- **Perception Discrimination** – this is direct discrimination against an individual because others think that they possess a particular protected characteristic. This applies even if the person does not actually possess that characteristic. This applies to age, race, religion, belief or sexual orientation discrimination and now is extended to cover disability, gender reassignment and sex.
- **Indirect Discrimination** – occurs where a provision, criterion, practice, requirement or condition (as appropriate) which is applied to everyone, has the effect of placing at a disadvantage a particular person, or group of people, by reason of the grounds referred to above and it cannot be shown that to apply that provision, criterion, practice, requirement or condition in that way is a proportionate means for achieving a legitimate aim. Note that the provisions relating to indirect discrimination are not applicable to discrimination on the grounds of disability. Indirect discrimination can occur whether or not the person applying the provision, criterion, practice, requirement or condition intended to discriminate against the person or group of people affected.
- **Victimisation** - occurs when a person is treated less favourably because he or she has:
  - Asserted a right not to be discriminated against on one of the prohibited above grounds;
  - Assisted another to assert a right not to be discriminated against on one of the prohibited above grounds; or

- Given evidence in a tribunal or court relating to the assertion of such a right.

The protection applies only to assertions made in good faith.

- Harassment - occurs when one person subjects another to "unwanted conduct that has the purpose or effect of creating an intimidating, hostile, degrading, humiliating or offensive environment" (section 4A(1) of the Sex Discrimination Act 1975, as amended by the Employment Equality (Sex Discrimination) Regulations 2005 (SI 2005/2467)), in other words threatening, abusive or insulting behaviour, words or actions which violate the other person's dignity or create a humiliating, intimidating or hostile environment.

Harassment may involve physical acts or verbal and non-verbal communications and gestures. Harassment can also occur where it has the defined effect upon the victim, notwithstanding the harasser's intention - it is the effect which the harassment has upon the victim that is important. For example, remarks made humorously or without malicious intent can still constitute harassment if that is the effect that they had upon the person being harassed.

In determining whether harassment has occurred we should be aware that a series of minor acts or comments can constitute harassment as can a one-off act of sufficient severity. However, the acts complained of must be capable of amounting to harassment. We should also be aware of the provisions of section 4A(1)(b) of the Sex Discrimination Act 1975 in respect of sexual harassment.

- Less favourable treatment, as used in relation to disability discrimination, occurs when a person with a disability is treated in a detrimental way in circumstances when a person without that disability would not be so treated. Thus, for example, charging more to a disabled client than a client without a disability because their disability means that more time is required to obtain instructions could constitute less favourable treatment, as could offering less favourable terms or refusing to act.

### **Disability Provisions and KPM's Duties**

In addition to our obligations not to discriminate against, harass or victimise those with a disability, we are also subject to a duty to make reasonable adjustments to prevent those employees, partners and clients who are disabled from being at a disadvantage in comparison with those who are not disabled.

- Failure to make reasonable adjustment is another concept used in relation to disability discrimination. We are under a duty to take such steps (adjustments) as are reasonable in all the circumstances to ensure that employment arrangements, arrangements for partners and clients, the premises from which our business is undertaken and the service provided, do not put at a substantial disadvantage a person with a disability when compared with a person without that disability, without justification.

The following points should be borne in mind when making a reasonable adjustment:

- The duty to make the adjustment stands alone and requires no other form of less favourable treatment or intention to discriminate;
- The duty is a positive one - it requires that we take active steps to ensure that a person with a disability can access employment opportunities or services as if they did not have that disability;
- The cost of making the adjustment is one which must be absorbed by us, where it is reasonable to do so, and not passed on to the disabled client by way of a disbursement, additional charge or less comprehensive service;
- The duty is to make a reasonable adjustment - if the adjustment is not reasonable then we may not be under a duty to make it;

- The fact that the cost of the adjustment exceeds the charges or profits from the matter in question does not of itself make the adjustment unreasonable. A more relevant factor is the resources of KPM;
- An adjustment does not have to be a physical adjustment - it may simply be a change to working practices such as visiting a client at home if they are unable to access our premises; and
- An adjustment is not always a one-off action - it may need to be made on numerous occasions, for example employing the services of a British Sign Language Interpreter when advising a client with profound hearing loss. So long as the adjustment continues to be reasonable, its cost must be absorbed by us.

### **Enforcement**

- Everyone should be aware that any breach of the policy is a potential major risk to the practice.
- KPM does not carry insurance against the consequences of any illegal breach, and any claims in this regard are also likely to involve KPM in very significant commitments of management time.
- A breach may be a serious professional offence, and liability may attach not only to the individual(s) concerned, but also the owners of KPM.
- Any breach is likely to be regarded as a serious disciplinary offence.
- If anyone is concerned that a breach of the above policy may be occurring, or has a complaint that they have been a victim of a breach, they should immediately report this to any partner.

### **Planning**

For their part, the partners of KPM have considered all aspects of its operations to ensure their compliance with the professional rules. Any developments of KPM's strategic and business planning, or changes in this manual, will similarly be examined in order to ensure that no inadvertent breach of KPM's policy occurs.

### **Clients and Delivery of Service**

KPM is generally free to decide whether to accept instructions from any particular client, but any refusal to act will not be based on any of the above grounds and care must be taken to avoid there being any perception that they apply.

Where access to our office causes a problem for wheelchair users, for example, home visits will be arranged by the partner acting for the client concerned.

### **Instructing Barristers and Other Experts**

- Barristers and experts should be instructed on the basis of their skills, experience and ability.
- KPM will not discriminate in the instruction of barristers and/or experts on any of the above grounds.
- A client's request for a named barrister or expert should be complied with, subject to KPM's duty to discuss with the client the suitability of the barrister or expert and to advise appropriately.
- KPM has a duty to discuss with the client any request by the client that only a barrister or expert as defined by any of the above grounds be instructed.
- KPM will endeavour to persuade the client to modify instructions which appear to be given on discriminatory grounds.
- Should the client refuse to modify such instructions, KPM will cease to act unless the preference can be justified under the permitted statutory exceptions referred to as 'genuine occupational requirements' or 'genuine occupational qualifications'.

## **Employment, Training, Promotion and Partnership Opportunities**

- KPM is committed to providing equal opportunities in employment.
- All job applicants, employees and partners will receive equal treatment in relation to the above grounds.
- It is good business sense for KPM to ensure that the most important resource – its staff – is used in a fair and effective way.
- KPM will also comply with the law and the professional requirements in relation to its partners.

## **Positive Action**

Although it is unlawful to positively discriminate in favour of certain groups on the grounds of race or sex, positive action to enable greater representation of under-represented groups is permitted by law, and the appropriateness of such action will be kept under review.

## **Monitoring and Review**

This policy will be monitored periodically but at least annually by KPM to verify it is in effective operation across the practice.

KPM has appointed Karen South to be responsible for the operation of the policy.

In particular, KPM will monitor the ethnic and gender composition of existing staff and of applicants for job (including promotion), and the number of people with disabilities within these groups, and will review its equal opportunities policy in accordance with the results shown by the monitoring.

If changes are required, KPM will implement them.

For its part, the management of KPM has considered all aspects of its operations, as set out in this manual, to ensure their compliance with the code.

Any developments of KPM's strategic and business plans, or changes in this manual, will similarly be examined in order to ensure that no inadvertent breach of the code occurs.

## **Disciplinary Measures**

In the event of breach of this policy being alleged by any person, whether a client, supplier, member of staff, partner, or outsider to this firm, the matter will be investigated by the partners as a disciplinary matter against the member of staff alleged to have breached the policy. A proven breach will amount to misconduct; a serious breach might amount to gross misconduct.

In the event that KPM receive a complaint that there has been a breach of this policy alleged by any person, whether a client, a member of staff, a Partner or outsider to this firm, the following process will be invoked:

- Within 3 working days KPM will send a letter acknowledging the complaint and asking to confirm or explain any details. If it seems appropriate KPM will suggest a meeting at this stage. KPM will also let the complainant know the name of the person who will be dealing with the complaint.
- KPM will then record the complaint in KPM's central register and open a file for the complaint. KPM will also investigate the complaint by examining the relevant matter file.

- If appropriate KPM will then invite the complainant to meet Matthew Stubbs to discuss and hopefully resolve the complaint. KPM would hope to be in a position to meet with the complainant within 14 days of sending the acknowledgement letter. If the complainant would prefer not to meet, or if KPM cannot arrange this within an agreeable timescale, KPM will write fully setting out KPM's views on the situation and any redress that KPM would feel to be appropriate, within 21 days of sending the acknowledgement letter.
- Within 3 working days of any meeting KPM will write confirming what took place and any suggestions that KPM have agreed with the complainant.
- At this stage, if the complainant is still not satisfied, they must let KPM know why they remain unhappy with KPM's response. KPM will then arrange to review their decision. KPM would generally aim to do this within 10 working days of receiving the request for a review. This will happen in one of the following ways.
  - Matthew Stubbs will review his own decision.
  - KPM will arrange for someone in the firm who has not been involved in the complaint to review it.
  - Karen South will review the complaint within 10 working days of receiving the request for a review.
  - KPM will ask the local law society or another local firm of solicitors to review the complaint. KPM will let the complainant know how long this process will take.
  - KPM will invite the complainant to agree to independent mediation. KPM will let the complainant know how long this process will take.
- KPM will let the complainant know the result of the review within 5 working days of the end of the review. At this time KPM will write confirming KPM's final position on the complaint and explaining the reasons. KPM will also give the complainant the name and address of the Legal Ombudsman. If the complainant is still not satisfied, they can contact the Legal Ombudsman about their complaint.

## **Training**

This policy forms part of KPM's induction training programme.

Additionally, KPM train all personnel on compliance with equality and diversity.

Further training will be arranged if and when appropriate.

## **Monitoring Diversity**

KPM monitors diversity internally by completion of the KPM Monitoring Diversity Form by staff members. **These forms can be found at: P: Lexcel\Reviews\Diversity Reviews.**

Additionally, KPM staff members are invited to complete the Rliance online diversity survey with the Law Society.

Both of the above are voluntary and KPM staff members are not obligated to complete the form/survey should they not wish to do so.