

## 09 Holiday Policy

### 1. Overview

- 1.1. This policy covers everything to do with your holiday entitlement and explains what you must do to arrange time off for holidays.
- 1.2. It applies to all employees and workers but does not cover self-employed contractors. If you are an employee it does not form part of your contract of employment and can be amended at any time.

### 2. How much holiday am I entitled to?

- 2.1. You will find the number of days of paid holiday you are entitled to in your contract together with details of whether or not this includes bank holidays and other stipulations about holiday leave.
- 2.2. If you work part-time, you are entitled to time off on a pro-rata basis.
- 2.3. The Company's holiday year begins on 1 January and ends on 31 December. We will calculate your holiday entitlement on a pro-rata basis if you join or leave the Company part-way through the holiday year.
- 2.4. During your first year working for us, you can only take the number of days you have accrued up to the day your holiday starts, unless your manager has agreed otherwise. In this period your right to holiday accrues at the rate of 1/12<sup>th</sup> of your annual entitlement each calendar month (in advance).
- 2.5. After your first year working with us your right to holiday will accrue at the rate of 1/52<sup>nd</sup> of your annual entitlement for each week of the holiday year and you may take holiday in excess of your accrued entitlement for that year (subject to the maximum set out below).
- 2.6. You are strongly encouraged to take all the holiday due to you in the holiday year in which it has accrued.
- 2.7. Holidays not taken by the end of the holiday year will be lost and you will not receive payment in lieu save in circumstances where you have express consent to carry forward holiday days.
- 2.8. If you believe long term absence has prevented you from taking holiday, please raise this with your manager or a Director so that we can consider making an exception to the rules about when leave can be carried forward (see paragraph 6 below).

### 3. How do I request time off?

- 3.1. You can take a maximum of two weeks' holiday at any one time (save in circumstances we consider exceptional).
- 3.2. You should put in your request as soon as you have chosen the dates, and at the minimum you should give us notice of at least twice the length of the time you want to take off.

- 3.3. You must make all requests for holiday leave in writing to your manager together with a completed Holiday Request Form.
- 3.4. Your manager will either approve or reject all holiday requests. These are usually considered on a first come, first served basis. At popular times of the year — particularly Christmas, Easter, and school holidays — we may need to rotate holiday allocation regardless of who put in the first request.
- 3.5. You may sometimes have to take your holiday on dates that we specify. This is most likely to be when the business is closed — over the Christmas and New Year period, for example — or to avoid busy periods, or because you still have not taken all the leave due to you in the current holiday year. If you are leaving the Company, we may also ask you to take your remaining holiday entitlement during your notice period.
- 3.6. Provided you have sufficient holiday entitlement, we will wherever possible try to fulfil requests for time off for a religious occasion. This will however be subject to our business requirements.
- 3.7. Your manager will always discuss alternative dates with you if we have to turn down a holiday request. If your request is refused and you take time off anyway, we will view it as an unauthorised absence and deal with the matter under our disciplinary procedure.
- 3.8. Do not make any travel arrangements until you have written confirmation that you can take the time off work. The Company will not be responsible if you suffer losses because your holiday request is refused, regardless of the reason.

#### **4. How much will I be paid?**

- 4.1. We will pay you at your normal rate (including periodic payments such as regular commission, etc) while you are on holiday.
- 4.2. We will let you know whether any commission or overtime payments will be included in your holiday pay. If we do include these elements in your holiday pay on one occasion, it does not set a precedent and we reserve the right not to include them in the future.

#### **5. What happens if I am sick during my holiday?**

- 5.1. Occasionally you may be ill or suffer an injury while you are on holiday. If this happens, and you would not have been able to work had you not been on holiday, you can treat the time off as sick leave instead of holiday.
- 5.2. To reclaim your holiday time and take it at a later date, you must tell your manager as soon as possible and provide medical evidence — translated into English if necessary — of your illness or injury. If you do not follow any part of this process, we will treat your absence as holiday and not sick leave.
- 5.3. You must then follow the procedure outlined above to book dates for another holiday.
- 5.4. Should you already be on sick leave at the start of a holiday period, and provided that you would not have been fit to work at any time during it, you may reschedule the affected days. You will need to provide medical evidence and follow the procedure outlined above.

5.5. We will treat dishonest claims or any other abuse of this policy under our Disciplinary Policy.

**6. What happens to my holiday entitlement if I am on long-term absence?**

6.1. Your entitlement to annual leave accrues whenever you are off work long-term for any of the following reasons:

- sick leave
- family leave (i.e. maternity, adoption, parental, shared parental or paternity leave)

6.2. You may carry forward unused holiday to the following year if sick leave spans two holiday years or you return to work too near the end of the holiday year to fit in the time off due to you. Any holiday carried over will be lost if you do not take it within 18 months of the holiday year in which it accrued.

6.3. You may chose to take paid holiday during your sick leave and receive holiday pay. If you wish to do this, you must request holiday using a Holiday Request Form.

6.4. If you intend taking family leave and expect this to span two holiday years, you must give your manager as much notice as you can. You may carry forward into the next holiday year any holiday entitlement that it is impractical for you take before the start of your family leave.

6.5. You should take any holiday leave you have carried over either immediately after you return to work or within the timescale agreed by your manager.

**7. What happens if I leave the Company?**

7.1. You will normally be required to use up any outstanding annual leave days during your notice period. This applies whether you resign or we give you notice that we are ending your employment.

7.2. We will pay you in lieu of any accrued holiday you are entitled to under the Working Time Regulations and that you have not taken by the date your employment ends. For those who work full time and receive a salary payment will be made at the rate of 1/260th of your basic salary for each day of leave you have outstanding. For those who work part time the calculation will depend on the number of days you normally work per week.

7.3. If you have taken more annual leave than you were entitled to up to the day you leave the Company, an amount calculated as above may be deducted from the final payment we make to you.

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