**Holiday policy**

# Part I: Policy Details

## What does this policy cover?

You’ll find everything related to your holiday entitlement in this policy, from how many days you get, to when the holiday year starts, whether you can carry over any unused holiday and what steps to follow to request and make holiday arrangements.

## Who does it apply to?

All employees and workers. It does not apply to self-employed contractors.

## It is not part of your employment contract

This policy is not part of your employment contract. We, [name of company], may amend this policy at any time.

1. **You’ll find your entitlement set out in your employment contract** Your employment contract specifies the number of paid holidays to which you are entitled. Your entitlement [includes OR is in addition to] bank and other public holidays.

## Part-time workers

We pro-rata your entitlement to time off for public holidays if you work for us part time.

[Casual workers and anyone else working irregular hours are paid at the rate of 12.07% of core hours accrued up to a maximum of 28 days in any one holiday year.]

## The maximum period of holiday that you can take at any one time.

Unless, exceptionally, you have permission from [specify consent-provider] to take more than this amount, you can take a maximum of [two OR number] weeks’ holiday at any one time.

## What is covered in holiday pay?

You’ll be paid at your normal rate (including all benefits to which you are contractually entitled) during holiday taken under your normal entitlement.

We may decide, at our discretion and from time to time, to include other payments as part of your holiday pay. If on one or more occasions, we decide to do so, this does not oblige us to do so on every occasion that you take holiday and you will have no contractual rights to these payments.

## Our holiday year

[Name of company’s] holiday year begins on [1 January] and ends on [31 December].

If you join or leave the Company part way through the holiday year, your holiday entitlement is calculated on a pro- rata basis.

[For example]

If you have just started work, then unless you’ve agreed something different with your [please specify person], you will only be permitted to take as paid holiday the number of days that you have accrued up to the first day of your holiday. If you have not accrued sufficient days to cover every day of your holiday, please discuss this with [please specify person].

## Carrying over holiday

Holiday is important. We strongly encourage you to use all of the holiday you have accrued in the holiday year in which you accrued it. If you have not taken all of your holiday entitlement by the end of the holiday year, the remainder of your entitlement will[, except in the circumstances outlined immediately below,] be lost and you will not receive payment in lieu.

## [Exceptionally...

You may be entitled to carry over into the next holiday year, up to 5 days of any unused holiday entitlement. Your entitlement to exercise this exception is conditional on you:

* 1. having received written approval to do so from specify consent-provider and
	2. using up the days carried forward within the first 3 months of the new holiday year.]

You might be legally entitled to carry over entitlement where any of the circumstances outlined at paragraph 14 below apply to you.

## Sickness during holiday leave

If you fall sick while you’re on holiday, you can treat the time off as sick leave instead of holiday. You will need to reclaim your holiday entitlement in these circumstances.

To do this (and to secure your entitlement to take the reclaimed time at a later date), you must ensure that [specify consent-provider] is informed of your sickness at your earliest opportunity.

This means that wherever you are on holiday, as soon as you can, you should report your sickness to [specify

consent-provider], and you must provide medical evidence of your illness or injury (in English, or translated into English if necessary). A certificate of sickness from a qualified doctor (whose identity and credentials we are entitled to validate) should be sufficient.

Failure to follow the above procedure will mean that we are unable to record your absence as sick leave and it will continue to be treated as holiday leave.

Once you have correctly followed this procedure and [specify consent-provider] has confirmed that we are able to treat it as sick leave, you can submit a fresh holiday request in the usual manner (described in Part II below).

## Sickness before and during your holiday period

If you are already on sick leave at the start of a scheduled holiday period, then if you are able to demonstrate that you would not have been fit to work for any time during that sick leave, you may also be entitled to reclaim the affected days of your holiday.

To secure this entitlement to reclaim the affected days, you must provide [specify consent-provider] with medical evidence of your sickness. A certificate of sickness from a qualified doctor (whose identity and credentials we are entitled to validate) should be sufficient.

You should ensure that you follow the procedure outlined at section 10 above.

## Payment arrangements for sickness during a holiday

If you are sick during your paid holiday leave, and you are authorised by [specify consent-provider] to take the time that you were actually sick as sick leave, we may pay you for sick pay during this absence, rather than holiday pay, for those affected days.

You will need to qualify for this sick pay according to [our sick pay policy OR the terms of your employment contract] and you must follow the procedures outlined at section 10 and 11 above to be eligible for this.

## You must be accurate and truthful in recording sick leave and holiday leave

We are entitled to treat any abuse of this policy (including dishonesty in the submission of requests and/or sickness notifications) as a disciplinary matter, which will be handled by us according to [name of business’s] disciplinary policy.

## Holiday entitlement during long-term absences?

You’ll be entitled to accrue holiday leave if you’re off work on a long-term basis, for any of the following reasons:

* Sick leave
* Maternity or paternity leave
* Adoption leave
* Parental leave
* Shared parental leave

Unused holiday [relating to the 4-weeks leave under Regulation 13 only] can be carried over to the next holiday year, if:

* 1. Your sick leave spans two holiday years or
	2. You return to work (from any type of leave) too near to the end of the current holiday year for [name of company] to accommodate you taking the holiday time you have accrued.

You will need to take any holiday accrued in these circumstances within 18 months of the holiday year in which you accrued it. If you do not take it within this period, your entitlement to it will expire. [Additional Regulation 13 or contractual leave may not be carried over.]

## Shared parental leave (ShPL) and holiday entitlement

ShPL is a period of leave that parents can share as they see fit.

If you are the mother, you can choose to end your maternity leave and pay early and exchange your remaining entitlement for ShPL and shared parental pay (ShPP).

As a minimum, you must take any period of compulsory maternity leave. After this, you can choose to terminate your entitlement and pay early and convert any remaining entitlement to SPL and ShPP.

In cases of adoption, if you’re the main adopter, you can also choose to end your adoption leave early and convert whatever entitlement is remaining into a right of SPL and ShPP.

Give [specify consent-provider] as much notice as possible if you plan to take family-related leave that will cross over 2 holiday years. You may carry over into the next holiday year any holiday entitlement that it is impractical for you take before the start of your family leave. This covers your full annual leave entitlement.

Unless you agree an alternative arrangement with [specify consent-provider], you must take any carried-over holiday entitlement within the holiday year in which you return to work.

## Notice periods and holiday leave

It doesn’t matter how your notice period is triggered. Whether you resign, or we serve you with notice, for any reason, we will usually require you to use up any of your accrued but untaken holiday entitlement as part of your notice period.

In our discretion, we might decide to pay you in lieu of your accrued and outstanding holiday. Your holiday pay will be calculated at the rate of [1/260th] of your basic salary for each day of outstanding holiday entitlement.

Part-time employees will be paid at [1/260th] of the equivalent full-time salary.

If by your final day of employment, (including your notice period), you have taken more holiday than your entitlement, we will deduct the amount owed by you, using the same [1/260th] calculation, from the final salary payment that we make to you.

# Part II: Our procedure for requesting holiday leave

Please follow this procedure. It is designed to ensure fair and efficient management of holidays across all of our staff.

* Submit your holiday request in writing to [please specify consent-provider]. [You may submit this request by email OR [specify your preferred alternative]]

- Give us the right amount of notice. You must give us as much notice as possible of your proposed holiday start and end times. We may not be able to process and/or approve your request if you give us notice that is less than twice the length of the time you want to take off (and legally, we are entitled to insist on this minimum notice period.)

* All holiday requests, regardless of their duration, must be approved by [please specify consent-provider]. We strongly recommend that you do not confirm any bookings, incur any expenditure or make other commitments unless and until your holiday request has been approved in writing by [please specify consent-provider]. We are unable to accept any responsibility for, or to assist you in managing or mitigating, losses that you may suffer because you have not waited for this written confirmation.
* We operate a first-come-first-served approach to holiday requests wherever we can. Please note, however, that so we can operate a fair process for everyone, during popular holiday periods, such as school holidays and festive or religious holidays, we may need to rotate leave entitlements and override our usual preference for the first-come-first-served system.
* Wherever it is reasonable to do so (considering the impact on our business), and on condition that you have outstanding holiday entitlement left to take, we will endeavour to accommodate requests for time off to observe religious occasions.
* We want you to take your holiday, and so if we are ever unable to approve a holiday request, we will always endeavour to help you find an alternative period for which you are eligible and that we can accommodate. However, if you decide to take time off and it has not been authorised according to this process, this will be treated by us as a disciplinary matter. (Please refer to [name of business’s] disciplinary policy for further details.)
* Our business may, in its discretion, take the decision to close for one or more days, and you may be directed to take some or part of your holiday entitlement on those days when we are closed. For example, this might occur over the Christmas and New Year period.
* You might also be directed to take your holiday entitlement where you have not taken all the entitlement that you have accrued.
* Or we may require you to avoid taking your entitlement during particular periods where the business is very busy or to rotate your requests for leave during such periods.
* If you hand in, or are given notice by the Company, then during your notice period, we may also require you to take your remaining holiday entitlement.