

ROCKETPAYE

HOLIDAYS POLICY

1. ABOUT THIS POLICY

1.1 This policy sets out our arrangements for staff wishing to take holidays (also known as annual leave).

1.2 This policy covers all in-house employees at all levels and grades, including full-time, part-time, permanent and fixed-term employees, managers, directors, trainees, and homeworkers. It also applies in the case of Umbrella staff working on client sites, subject (a) to the terms of their engagement contracts, and (b) to their compliance with any applicable client policies

1.3 This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time. We may also vary the policy as appropriate in any case.

2. YOUR HOLIDAY ENTITLEMENT

2.1 The company's holiday year runs from 1st April. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis.

2.2 Unless otherwise set out in your employment contract, you are entitled to 28 days' paid holiday in each holiday year, or the pro rata equivalent if you work part time. This includes public holidays in England and Wales or days in lieu where we require staff to work on a public holiday.

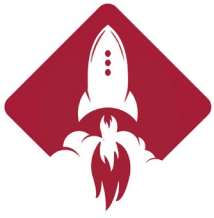
2.3 For the avoidance of doubt, the first four weeks of the leave you take in any holiday year shall be deemed to be the leave derived from regulation 13 of the Working Time Regulations 1998 (*SI 1998/1833*) and the remainder shall be deemed to be derived from regulation 13A of those regulations. Currently, the law states that regulation 13 leave shall be paid at the rate of "normal remuneration" whereas regulation 13A leave may be paid at the rate of your basic salary only. If your remuneration normally includes variable elements, such as commission or overtime, we will notify you separately whether such payments will be included in your regulation 13 holiday pay. A decision to reflect certain elements of your remuneration in holiday pay on one or more occasions shall not give rise to an expectation on your part that it will be included on future occasions.

2.4 Except as set out in this policy, holiday entitlement must be taken during the holiday year in which it accrues. Any holiday not taken by the end of the holiday year will be lost and you will not receive any payment in lieu.

2.5 Unused holiday can **only** be carried over to another holiday year:

- (a) in cases involving sickness absence, as set out in [Paragraph 5](#);
- (b) in cases of maternity, paternity, adoption, parental or shared parental leave, as set out in [Paragraph 6](#);
- (c) if otherwise required by law.

3. TAKING HOLIDAY



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3.1 All holiday must be approved in advance by your line manager. Please give as much notice as possible of holiday requests. You must not make travel bookings until approval has been given.

3.2 We may require you to take (or not to take) holiday on particular dates, including when the business is closed, particularly busy, or during your notice period.

4. SICKNESS DURING PERIODS OF HOLIDAY

4.1 If you are sick or injured during a holiday period and would have been incapable of work, you may choose to treat the period of incapacity as sick leave and reclaim the affected days of holiday.

4.2 Employees already on sick leave before a pre-arranged period of holiday may choose to cancel any days of holiday that coincide with the period of incapacity and treat them as sick leave.

4.3 Dishonest claims or other abuse of this policy will be treated as misconduct under our disciplinary procedure.

5. LONG-TERM SICKNESS ABSENCE AND HOLIDAY ENTITLEMENT

5.1 Holiday entitlement continues to accrue during periods of sick leave.

5.2 If you are on a period of sick leave which spans two holiday years, or if you return to work after sick leave so close to the end of the holiday year that you cannot reasonably take your remaining holiday, you may carry over unused holiday to the following leave year.

5.3 Carry over under this rule is limited to the four-week minimum holiday entitlement under EU law (which includes bank holidays), less any leave taken during the holiday year that has just ended. If you have taken four weeks' holiday by the end of the holiday year, you will not be allowed to carry anything over under this rule. If you have taken less than four weeks, the remainder may be carried over under this rule. For example, a full time employee who has taken two weeks' holiday plus two bank holidays before starting long-term sick leave can only carry over one week and three days. This limit does not affect your right to carry over holiday under [Paragraph 2.5](#).

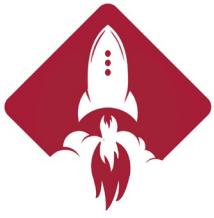
5.4 Any holiday that is carried over under this rule but is not taken within 18 months of the end of the holiday year in which it accrued will be lost.

5.5 Alternatively you can choose to take your paid holiday during your sick leave, in which case you will be paid at your normal rate.

6. FAMILY LEAVE AND HOLIDAY ENTITLEMENT

6.1 Holiday entitlement continues to accrue during periods of maternity, paternity, adoption, parental or shared parental leave (referred to collectively in this policy as family leave).

6.2 If you are planning a period of family leave that is likely to last beyond the end of the holiday year, you should discuss your holiday plans with your manager in good time before starting your family leave. Any holiday entitlement for the year that



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cannot reasonably be taken before starting your family leave can be carried over to the next holiday year.

6.3 For the avoidance of doubt this covers your full holiday entitlement.

6.4 Any holiday carried over should be taken immediately before returning to work.

7. ARRANGEMENTS ON TERMINATION

7.1 On termination of employment you may be required to use any remaining holiday entitlement during your notice period. Alternatively, you will be paid in lieu of any accrued but untaken holiday entitlement for the current holiday year to date, plus any holiday permitted to be carried over from previous years under this policy or as required by law. You are entitled to be paid at a rate of 1/260th of your full-time equivalent basic salary for each day of untaken entitlement.

7.2 If your normal remuneration in the fifty-two weeks prior to the date on which your employment terminates also includes any element of pay which is variable, this elements will be factored into the calculation of your final holiday payment. For each day of untaken holiday entitlement, you are entitled to be paid at a rate of 1/260th of your normal remuneration in the last 52 weeks of your employment instead of the rate stated in [Paragraph 7.1](#).