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Holiday entitlement

Your paid holiday entitlement is set out in your Contract of Employment.

The Company's holiday year runs from January to December. The Company encourages employees to use all of their holiday entitlement each year, by the last day of each holiday year, so that they have the opportunity to rest. Unless there are exceptional circumstances, you may not carry your holiday entitlement forward into the next holiday year. 'Exceptional circumstances' generally means that you are unable to take all of your holiday during the year because of sickness or family leave, as set out in this policy. You are required to seek your manager's approval if you believe that you should be allowed to carry leave over into the following year. Except as set out in this policy, holiday entitlement not used by the correct date will usually be lost and you will not receive any payment in lieu be made for holiday entitlement that is lost through not being taken by the correct date.

In your first and last year of employment, your holiday entitlement will be calculated on a pro rata basis in accordance with the proportion of the holiday year in question during which you have been employed. This will be calculated to the nearest half day and assuming that holiday entitlement accrues at an even rate from day to day. During your first year of employment, unless otherwise agreed in writing by your line manager, you will not normally be permitted to take more holiday than you have actually accrued at the time the holiday is taken. Entitlement during your first year of service is calculated monthly in advance at the rate of one-twelfth of the full year's entitlement.

Requesting holiday

Your line manager must approve all requests for holiday in advance. You should complete and sign a holiday request form for all holiday requested and then submit it to your line manager for approval and countersignature. Your request for holiday is not authorised until this form has been countersigned by your line manager. Therefore, you are strongly advised not to make any firm travel plans or arrangements such as accommodation or flight bookings until your request has been formally authorised in writing as the Company will not reimburse you for these. Any holiday that you take without the prior authorisation of your line manager will be viewed by the Company as unauthorised absence, which is potentially gross misconduct and therefore could result in summary dismissal.


You should endeavour to give as much notice as possible of proposed holiday dates. In any event, you must give notice which is at least twice the number of days as the number of days that you wish to take as holiday. For example, you must give four weeks' notice to take two weeks' holiday. No more than two weeks' paid holiday may be taken consecutively without the prior written agreement of your line manager.

To ensure adequate managerial staffing levels are maintained, the manager and deputy manager/assistant managers of a particular department or team cannot be absent on holiday at the same time unless otherwise agreed in advance by a Director of the Company.

Dealing with holiday requests

The Company will try to co-operate with your holiday plans where possible, but this is always subject to the requirements of the Company's business and to adequate staffing and management levels being maintained at all times.

The Company reserves the right to refuse a particular holiday date if it conflicts with business needs, such as where the holiday times requested by you have already been booked by other employees in your department or team. If your holiday request is refused by the Company, this will be confirmed to

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you as many days in advance of your requested holiday as the number of days requested, for example, if you requested a week's holiday, you will be given at least a week's advance notice that it has been refused.

When dealing with competing requests for holiday, the Company may apply a first come, first served basis as a fair criterion for selection. This is more likely to be the case during periods of high demand, such as during the summer or Christmas holiday period, during school holidays, or to coincide with a major sporting event.

Two weeks of your holiday entitlement must be taken between January and June, with a further two weeks taken between July and December. The rest of the entitlement may be taken at any time.

No employee can take holiday entitlement after the 11th December until 8th January.

Requirement to take holiday

You may be required to take a designated number of days of your holiday entitlement when the Company operates a shutdown or at Christmas. The Company will give you notice of the exact dates you may be required to take as holiday as early as possible after the start of the holiday year and in any event at least one month in advance of the shutdown. This shutdown period is not in addition to your holiday entitlement so employees need to retain sufficient holiday to cover this period. It is the employee's responsibility to ensure that sufficient holiday entitlement remains each year to take during this period. Employees who do not have sufficient entitlement remaining should speak to their line manager about other available options.

You may also be required to take a designated number of days of your holiday entitlement at other times determined by the Company. In this case, the Company will not be obliged to give you any minimum notice to take such holiday.


Holiday pay

The first four weeks of the holiday you take in any holiday year will be treated as holiday derived from regulation 13 of the Working Time Regulations 1998 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. 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.

For holiday years that commence on or after April 2024, employees who are "part-year" or "irregular hour" workers as defined in the Working Time Regulations 1998 (as amended) shall both a) have the whole of their holiday paid at the rate of their "normal remuneration" and additionally, b) the Company may elect to operate a system of "rolled up holiday pay" (where an additional element representing holiday pay is added to pay for each pay period worked) in relation to workers on these particular contracts only.

Sickness during pre-booked holiday

Should you be incapacitated for work due to sickness or injury during any period of pre-booked holiday (whether in whole or in part), you must immediately notify the Company in accordance with its sickness absence reporting procedure. The Company will then reimburse the period of holiday entitlement lost due to your incapacity and instead pay you Statutory Sick Pay the for your period of sickness absence.

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This is provided you meet the qualifying conditions; you fully comply with your obligations relating to sickness absence reporting and your absence is properly certified. You must therefore deliver to the Company a relevant self-certification of sickness absence form or medical or doctor's certificate (as appropriate) covering the entire period of your incapacity for these provisions to apply. Dishonest claims to sick pay during pre-booked holiday, or other abuse of this policy will be treated as misconduct under the Company's disciplinary procedure.

Holiday and long-term sick leave

Only statutory holiday entitlement will accrue during a period of long-term sickness absence. Any additional contractual holiday provided for in your Contract of Employment that is over and above the statutory minimum annual leave entitlement will not accrue during a period of long-term sickness absence, except at the absolute discretion of the Company.

If you are absent due to long-term incapacity, you are encouraged to apply to take your accrued holiday entitlement before the end of the holiday year. However, in exceptional cases of long-term incapacity, you will be permitted to carry forward up to 4 weeks of your accrued holiday entitlement into the next holiday year if either you are still off sick at the end of the holiday year or there is insufficient time remaining on your return to work in the holiday year to take your full accrued entitlement. Any holiday that is carried over under this rule but which is not taken within 18 months of the end of the holiday year in which it accrued will be lost. At the end of the period of holiday if you do take it, you will revert back to sickness absence where you are not medically fit to return to work and where you have complied with sickness absence reporting obligations and your absence is properly certified where required.

Family leave and holiday entitlement

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

Any holiday entitlement for the year that cannot reasonably be taken before starting your family leave can be carried over to the next holiday year and should be taken within three months of returning to work after family leave.


Holiday on termination of employment

During your notice period (whether notice of termination of employment is given by the Company or by you), the Company may require you to take any outstanding accrued holiday that you may have and the Company will not be obliged to give you any minimum notice to take such holiday during your notice period.

On the termination of your employment, you are entitled to be paid in lieu for any accrued holiday for that holiday year that has not been taken by the date of termination. Unless required by law, on the termination of your employment, you have no right to be paid for holiday accrued but not taken in previous holiday years.

If, on the date of termination of your employment, you have taken more holiday than you have accrued in that holiday year, the corresponding holiday pay you have received for excess holiday taken will be classed as an overpayment and an amount to cover this will be deducted from your final pay, subject to the maximum that your final pay permits.

No payment in lieu of accrued contractual holiday will be made to you in the event of the termination of your employment for gross misconduct or in the event that you give inadequate notice to terminate

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your employment or you leave before your contractual notice period has expired. For these purposes, contractual holiday means any leave entitlement provided for in your Contract of Employment that is over and above the statutory holiday entitlement provided for in the Working Time Regulations 1998.

Data protection

The Company will process the personal data collected in connection with the operation of the holiday policy in accordance with its data protection policy and any internal privacy notices in force at the relevant time. Inappropriate access or disclosure of personal data will constitute a data breach and should be reported immediately to the Company's Data Protection Officer in accordance with the Company's data protection policy. Reported data breaches will be investigated and may lead to sanctions under the Company's disciplinary procedure.

Reviewed:- 14th October 2025

S.L.Pickles
 Director
 Serendipity Healthcare Ltd