Registered under the Co-operative and Community Benefit Society Act 2014
Registration no: 9176 HMRC Charities no: ZD28944

Leave Policy

1. **Introduction**
    1. **Hengistbury Head Outdoors** values its employees, and recognises the need for everyone to have sufficient leave from work to achieve a work/life balance, as well as to ensure time for rest and recuperation.
    2. Leave granted and taken as statutory or annual holiday will be paid at the same full rate as if the employee were working during those hours.
    3. **Hengistbury Head Outdoors** is mindful of its legal obligations to provide additional paid leave such as maternity leave, paternity leave, shared parental leave or adoption leave and to pay these at the rates set out by HMG from time to time.
    4. This policy sets out employees' entitlements to annual leave and **Hengistbury Head Outdoors** rules on taking annual leave.
    5. Attached to the Policy is the Holiday and Leave of Absence procedures required should employees wish to request additional, unpaid, leave of absence.
    6. Failure to attend work as scheduled by an employee outside of this Policy and the Procedure attached to it is a matter which could occasion a performance management and/or disciplinary response by management.

2. **Annual Leave (Paid Holiday)**
    1. Hengistbury Head Outdoors full-time employees are entitled to 33 days **paid** holiday a year (known as statutory leave entitlement or annual leave) made up of
        1. eight statutory (public) holiday days
        2. twenty five annual holiday days
        3. "full time" means 37.5 hours per week and "a day" means 7.5 hours
        4. The annual leave year runs from 1st April until 31st. of March
    2. Part-time employees are also entitled to **paid** holiday for:
        1. statutory (public) holidays falling on days when they would normally work for the number of hours that they would normally work
        2. annual leave taken on days when they would normally work pro rata to full time (37.5 hours per week).
            1. Where employees work the same number of hours on those days that they work this will mean that they will be entitled to four working weeks' worth of days annual leave

1. e.g. a employee works 3 hrs per day 5 days per week. They will be entitled to 25 holiday days paid at 3hrs per day.
2. e.g. a employee works 4 hrs per day on 3 days per week. They will be entitled to 3/5 of 25 = 16 days paid at 4 hrs per day.

3. Where employees are contracted for different hours on different days of the week, the holidays that they take must reflect the same mix.
    1. e.g. a employee works 2 hrs on a Monday, 4 hrs on a Wednesday and 2 hrs on a Friday. They are entitled to 16 days of paid leave: 10 two hour days and 6 four hour days.
4. Where employees are employed on zero hours contracts holiday pay for hourly paid staff is calculated at 12.02% (equivalent to statutory minimum holiday pay) of paid time for any period. This holiday allowance will be added to payment for hours worked each month. Therefore, staff employed on zero hours contracts do not additionally get paid holidays.

3. Individual contracts of employment will detail an employee's personal entitlement.
4. Management and employees may negotiate minor adaptations to these general rules if they are to their mutual advantage or made necessary by operational requirements e.g. splitting days into two half days or substituting a different holiday day for a statutory holiday day when a employee is asked to work on that statutory holiday day.

3. Sick Leave

1. An employee is entitled to take time off work if they are ill and if they have conformed to procedure
2. Hengistbury Head Outdoors will pay employees **full pay (less any Statutory Sick Pay (SSP) or other state benefits payable) for the first *18* weeks of any absence, unless and until your total period(s) of paid absence from work owing to sickness totals more than *28* weeks in the preceding 52 week period.**

For SSP purposes, the definition of qualifying days shall be Monday to Friday inclusive.

1. from then on statutory sick pay as set out from time to time by HMG

3. Payment will only be made where appropriate self certification or fit notes have been received.
4. Where a "may be fit" notice is received Hengistbury Head Outdoors Co-op will immediately engage with the worker to facilitate a speedy return to work on the basis of meeting the requirements suggested by the may be fit note
5. The HR Director will be responsible for keeping records for AL, Sick Leave and any other leave and in liaison with the GM conduct return to work interviews . Fit notes from GP will be required when appropriate.
6. Where the sickness is persistent Hengistbury Head Outdoors Co-op may need to proceed to consideration of dismissal for lack of capacity.

Commented [JP1]: How are we defining "persistent"? Is there an accompanying policy for sickness absence which will dictate how it will be managed?

4. Maternity leave

1. Hengistbury Head Outdoors will meet its obligations to provide leave and **pay as set out by HMG** from time to time
2. entitlement to annual leave will continue to accrue during such leave

5. Paternity leave

1. Hengistbury Head Outdoors will meet its obligations to provide leave and **pay as set out by HMG** from time to time
2. entitlement to annual leave will continue to accrue during such leave

6. **Shared parental leave**
    1. Hengistbury Head Outdoors meet its obligations to provide leave and **pay as set out by HMG** Hengistbury Head Outdoors time to time
    2. entitlement to annual leave will continue to accrue during such leave

7. **Adoption leave**
    1. Hengistbury Head Outdoors will meet its obligations to provide leave and **pay as set out by HMG** from time to time
    2. entitlement to annual leave will continue to accrue during such leave

8. **Leave for medical appointments**
    1. Hengistbury Head Outdoors will pay agree **paid** leave for **ante-natal appointments**
    2. Hengistbury Head Outdoors will agree to **paid** leave for medical appointments **related to long-term disabilities and urgent treatment (see also emergency leave)**
    3. Hengistbury Head Outdoors expects employees to arrange other medical appointments at times outside their normal work hours
    4. Hengistbury Head Outdoors will treat absence for the purpose of a medical procedure/operation advised by a medical practitioner in the same way as it treats any other medical/sickness absence from work and therefore as sick leave.
    5. Hengistbury Head Outdoors does not provide paid leave for the purpose of elective or cosmetic surgery.

9. **Emergency Leave**
    1. Employees have the statutory right, no matter what their length of service, to take reasonable **unpaid** time off work to deal with an emergency involving a dependent.
    2. For the avoidance of doubt, in this context “reasonable” is taken to mean “necessary and unavoidable so that the worker is unable to meet their normal contractual obligations under their contract of employment”
    3. Statutory Emergency leave is intended to cover genuine emergencies and there is no set limit to the number of times an employee may be absent from work under this right. Statutory emergency leave is intended to be used in circumstances that are:
        1. not foreseeable
        2. a one off event
        3. demand immediate attention and as a result the worker is unable to attend their normal work that day.
    4. A dependent is defined by statute as “the partner, child, or parent of the employee, or someone who lives with the employee as part of their family”. It does not include tenants or boarders living in the family home, or someone who lives in the home as an employee, e.g. a live-in nanny. In cases of illness, injury or where care arrangements break down, a dependent may also be someone who can reasonably be said to rely on the employee for assistance. For instance a parent or grandparent who lives elsewhere but who relies on the employee for assistance when they have difficulties or an elderly neighbour living alone who

falls and breaks a leg, where the employee is closest on hand at the time of the fall.

5. Statutory Emergency leave may be granted to an employee for the purpose of dealing with a situation involving a dependent. For example:
    1. A child or dependent who is sick, injured or assaulted
    2. An adult for whom an employee cares where no other arrangements can reasonably be made for someone else to look after the person
    3. A serious incident involving a child at school
    4. A serious illness involving a dependent
    5. A child or dependent whose usual care arrangements are unexpectedly disrupted

10. Domestic Emergency Leave

1. Leave for a domestic emergency is designed to support employees where the emergencies are unrelated to children or dependants. Up to two days **unpaid** leave may be granted in the immediate aftermath of an unforeseeable event with serious consequences requiring immediate attention.
2. Examples of a domestic emergency include:
    1. A road accident or other similar accident involving the employee
    2. A burglary at the employee's home or a violent crime involving the employee
    3. Fire or flooding at the employee's home
    4. This list is not exhaustive.
3. In determining whether request for leave should be granted the following factors will be taken into consideration:
    1. The nature and extent of the emergency
    2. The availability of others to deal with the emergency
    3. The likely impact of the emergency on the employee

11. Compassionate Leave

1. Compassionate leave is a period of **unpaid** leave intended to cover situations in which an issue has arisen that requires continuing time and attention - such as support for a parent for whom the worker has Lasting Power of Attorney needing to have their living situation and support significantly changed. Compassionate leave is likely to apply to circumstances that
    1. requires significant attention
    2. involves temporary changes of circumstances for the employee that make attending work more difficult such as temporary change of locations, and/or frequent meetings with health and social care and benefits professionals
    3. are likely to affect the ability of the worker to attend work for weeks or months rather than occasional absences that should be accommodated by flexible working practices or holidays.
    4. Hengistbury Head Outdoors will seek to ensure that applications for compassionate leave will be given sympathetic consideration and reasonable applications will be granted. However, it will not be granted to deal with predictable domestic arrangements that could be accommodated using annual leave (for example regular childcare and childcare during the school holidays).

12. Bereavement Leave

1. Employees are entitled to up to 5 days **paid** bereavement leave on the death of a partner, parent or child.

13. Other Discretionary Leave

1. Employees who have been employed for more than one year may apply for other discretionary leave for any purpose. This leave is **unpaid**.
2. When considering requests for leave of absence the responsible Director/manager will consider the following factors:
    1. The length of time the employee has worked for Hengistbury Head Outdoors
    2. The job the employee does and the impact of their absence will have on the business of the organisation
    3. The costs of employing cover, if necessary.
    4. The value of the employee to Hengistbury Head Outdoors
    5. Whether the employee has taken discretionary leave previously.
    6. Whether the employee has any unspent disciplinary notices against them.
3. In most cases and unless varied in writing by Hengistbury Head Outdoors when discretionary leave of absence is granted the following conditions will apply:
    1. The leave will not be for more than 2 months at a time.
    2. The employee will remain contracted by their contract of employment which is not suspended and therefore they remain subject to all Hengistbury Head Outdoors Policies such as Privacy and Data Control
    3. The employee will not receive pay or pension credits/contributions during this time or accrue national insurance contributions
    4. Contractually entitled leave will not be accrued during the Leave of Absence period.
    5. The employee will relinquish work related items such as phones and lap-tops.
    6. The employee may be asked to relinquish keys and access codes.
    7. Benefits in kind, such as discounts in the café, will not be available to the employee during the leave period.
    8. Unless agreed in writing by Hengistbury Head Outdoors, the employee will not be able to take any other paid work, apart from that which was agreed and taking place concurrently with their Creative Co-op employment immediately prior to the granted leave of absence.
    9. The employee will agree how and if Hengistbury Head Outdoors can contact then during their period of absence.
    10. Exceptionally, trading conditions for Hengistbury Head Outdoors may have changed during the employee's absence and it may not be possible for the employee to return to exactly the same job on the same terms. If this is the case the nearest equivalent employment will be offered and if this is substantially different from the previous employment the employee can opt for statutory redundancy.

14. New starters and pre-booked leave

1. During the recruitment process, prospective employees may be asked whether they have any leave booked that would take place after commencement of employment. If the individual is recruited, Hengistbury Head Outdoors will normally allow such leave to be taken.
2. The rules on accrual of annual leave may mean that the employee has not, at the time that leave is to be taken, accrued such length of leave to cover their holiday. In this case, the employee and the line manager will agree how any time off in excess of accrued leave will be recovered.
3. It is Hengistbury Head Outdoors policy not to permit leave within 3 months of commencement of employment unless leave was pre-booked before employment commenced or shut down of the business occurs.

15. Rights at end of employment

1. Hengistbury Head Outdoors may insist that any entitlement to leave is taken during a notice period whether that notice is given by the employer or the employee
2. On leaving the employment of FW, any accrued leave not taken will be calculated to the nearest day and given as pay in lieu of holiday.
3. If more leave was taken than accrued, payment for the excess leave will be deducted from the final salary.

16. Procedure for taking Leave

1. All leave must be authorised and recorded by Hengistbury Head Outdoors as detailed in this document
2. There may be more requests than usual for leave that coincide with school holidays/half terms, due to the number of employees with children of school age.
    1. The organisation will make every effort to accept as many of these requests as possible, but has to have regard to its operations and ensuring there is sufficient cover for all work to be undertaken, considerations which sometimes need to take priority over granting all these types of requests.
    2. Hengistbury Head Outdoors is an Equal Opportunity Employer and cannot prioritise applications for holiday purely on the basis of whether or not an employee has school age children.

17. **Cancellation of Leave by Hengistbury Head Outdoors**
    1. On very exceptional occasions, Hengistbury Head Outdoors may ask an employee to cancel previously agreed leave. There may be various reasons for this, such as operational or staffing issues, or business commitments that require the employee's presence – this is not expected but we need to retain the ability to keep the business operating which may require an employees presence).
        1. If the cancellation is agreed by the employee, they have the right to claim financial compensation for any loss of deposits etc.
        2. If there is a failure to agree then Hengistbury Head Outdoors retains the prerogative to insist that the leave is cancelled. If the employee chooses they can use the Grievance Procedure to raise the matter with the Board.

18. Carry over of leave at year end

1. Hengistbury Head Outdoors policy is that 5 days holiday can be carried over into the following year. If this is likely, it should be raised with the operations Director to determine whether 'banking holiday' is likely to impact on staffing needs for the following year.

Commented [JP2]: Not particularly comfortable with this - what are we defining as appropriate exceptional occasions? Where is this threshold for this and who makes that decision? i.e., do all directors have to agree a particular threshold is met?

Commented [JP3]: Are there exceptions to this? i.e., if an employee has been unable to take leave due to insufficient staffing / cover - and has flagged as a concern - can there be circumstances where additional leave is either granted to be carried over or paid instead?

Leave Procedures

1. **Booking annual leave**
    1. Employees must give notice of their request to take leave.
    2. Applications should be emailed to the Operations Director (2026 Sara Glen) at least
        1. 4 weeks in advance of the holiday being taken in the case of annual leave or
        2. as soon as possible in the case of sickness. Additionally confirmation of continued need for absence must be made regularly, continuously supported by fit notes (or may be fit notes)
        3. as soon as possible in the case of medical appointments, compassionate leave, emergency leave or bereavement leave
        4. 8 weeks in advance in the case of all other kinds of leave.
        5. Employees are advised to make the requests as early as possible,
    3. Verbal applications are not adequate for the purpose.
    4. The written application must specify:
        1. the kind of leave applied for (which must be one of those set out in the Leave Policy)
        2. reason for the application (if applicable)
        3. the first date of absence from work
        4. the expected date of return to work
    5. The Operations Manager may ask to negotiate changes to the application in the interests of the operations of the organisation or net advantage/equity among team members
    6. The decision of the Operations Manager to approve or not approve an application is final
    7. In the case of annual leave, employees should not make any firm travel or accommodation arrangements etc. until they have received written confirmation that their request for leave has been granted. There may be circumstances where Hengistbury Head Outdoors Co-op Limited cannot grant the request due to operational/staffing requirements. Hengistbury Head Outdoors Co-op is not liable for any loss incurred by an employee, such as lost deposits etc, if they incur costs and make commitments prior to receiving confirmation.
2. **Cancellation of leave**
    1. Hengistbury Head Outdoors Co-op may cancel previously agreed leave where this is an operational requirement and conforms with the Leave Policy.
        1. Hengistbury Head Outdoors Co-op must give the employee the maximum possible notice
        2. Hengistbury Head Outdoors Co-op must enter into negotiation with the employee at the earliest possible opportunity to seek a mutually beneficial new arrangement
        3. Where the negotiation is not successful Hengistbury Head Outdoors Co-op must issue a written notice of cancellation of the leave giving the reason(s) for doing so and advising the employee of the mechanism by which they might raise a grievance.
        4. Raising a grievance neither rescinds nor suspends the notice which remains in force.
    2. An employee may apply to cancel or amend an application of leave either before or after such an application has been approved.
        1. The decision of the Operations Manager to approve or not approve such an application is final

Commented [JP4]: Wording here is different - we're using operations director and then operations manager - this needs to be clear

2. They must make the application by email to the Operations Manager at the earliest opportunity citing a substantial reason beyond their control e.g. cancellation of flights by an airline
3. The decision of the Operations Manager is final

3. **Holiday, sickness and return to work**
    1. Employees are expected to inform the operations Director and HR lead if they are sick at the earliest opportunity. This includes making a notification of sickness if an employee is on leave
    2. Where the required notification is made, Hengistbury Head Outdoors may permit those days to be classed as sick days and equivalent time off taken as paid leave later in the leave year. The days on which the leave is to be taken must be agreed with Hengistbury Head Outdoors operations Director.
    3. Employees who are on an overseas holiday when they fall sick should contact Hengistbury Head Outdoors by email or phone as soon as reasonably practicable.
    4. Return to work consultations after sickness will be held as soon as possible when the employee returns to work. The purpose is support the employee and to identify any measures that might help prevent or reduce the risk of future illness. These may be undertaken by senior employees or the Operations lead Director or HR lead. A record of the consultation should be send to the HR Lead and will be kept on the employees record.

4. Recording leave and sickness

1. HHO's payroll system enables the Finance director and staff to request holiday through the Payroll portal. To enable this to be done, employees should make a request by email, to the Operations Director and copying in the Finance Director with the details of the request. Payslips (once set up fully) will also show remaining days holiday on them.
2. Sickness records will be held securely by the HR lead in Employees individual records.

Signed John Merritt

Date agreed by the Board 3.8.26

Date approved by members

Review period 2 years