

Transfer of Undertakings Policy

Introduction

Security 3000 Nationwide Ltd. adheres to both the spirit and the letter of the Transfer of Undertakings (Protection of Employment) Regulations and sees it as a force for good in ensuring stability in the workforce.

This document describes our procedures for ensuring that staff who transfer their employment to us do not lose any of the entitlements which they enjoy as part of their previous Contract of Employment.

Scope

This policy covers all the activities associated with staff transferring their employment to us when we are awarded a guarding contract that had previously been held by another contractor or that had been performed in-house.

Background Information

The Transfer of Undertakings (Protection of Employment) Regulations require that when a contract changes hands such that there is substantial transfer of an economic entity then the staff currently in post must be offered the opportunity to transfer their employment to us on terms that are no less favourable than those that they had enjoyed before the transfer.

If the incoming contractor fails to ensure this, it can be construed as a breach of contract and, if this constructive dismissal arises directly as a result of the transfer, it will be an automatically unfair dismissal.

Procedures and Responsibilities

If a new business enquiry develops into a requirement for a formal quotation and proposal, an assessment must be made as to whether the provisions of TUPE apply. If there is doubt, proper legal advice must be taken but the prevailing assumption must be that TUPE does apply.

The contact details for the existing supplier must be obtained and a written request for information, accompanied by a TUPE Questionnaire, must be faxed over. The information gained must form the basis of the price calculation in the quotation document and provision must be made for all the costs associated with the entitlements. The quotation must contain a disclaimer that allows us to charge for any costs, associated with TUPE, that come to our attention after the quotation has been accepted by the client.

On award of the contract, arrangements must be made to meet with the previous company's staff in order to carry out a TUPE Consultation Meeting. At this meeting, the implications of TUPE, and the rights it confers, must be explained to the staff. Of particular importance is their right to transfer and to have their continuity of service transferred with them. The terms of our Contract of Employment, and any new

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entitlements or responsibilities that it confers, must be clearly explained. The transferee must be afforded every opportunity to ask questions.

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If any doubts or uncertainties arise, proper legal advice must be sought in order to ensure that we do not breach the regulations.