



## Parental Leave Policy

**Last approved: August 23**  
**Approved by: Quality Committee**  
**Next review due: August 2026**

## **Policy Statement**

BN1 ARTS is committed to supporting staff to balance their work and personal commitments, including parental responsibilities. This policy is part of a suite of family friendly policies which reflect this commitment.

This policy provides detailed information and procedures in relation to Parental Leave, which offers parents blocks of unpaid time off to be used up until their child's eighteenth birthday to support the welfare of the child. The time can be used flexibly for anything from spending time with relatives to settling in to new childcare arrangements.

Every effort will be made to ensure each policy is reviewed and reissued in response to future changes in the law. In the event that legal requirements supersede the content of this policy, legal requirements will be followed.

This policy does not form part of any staff members' contract of employment and BN1 ARTS may amend it at any time.

For further information please contact the [info@bn1arts.co.uk](mailto:info@bn1arts.co.uk)

### **1. Eligibility**

1.1 To be eligible to take parental leave you must have responsibility for the child. You have responsibility for a child if you:

1.1.1 are the child's biological mother or father (whether or not you are living with the child);

1.1.2 are the child's adoptive parent; or

1.1.3 otherwise have legal parental responsibility for the child.

We may need to request evidence of this, for example in the form of a birth certificate.

1.2 In addition you must have completed one year's continuous service with the Company.

## **2. Entitlement**

2.1 Employees are entitled to a total of eighteen weeks parental leave for each child, up to their eighteenth birthday.

2.2 Up to four weeks parental leave can be taken in a calendar year for each child.

2.3 Leave can be taken in blocks of one working week or a whole number of weeks, unless the child for whom the staff member has care is disabled, in which case leave can be taken in blocks of a day or more.

## **3. Parental Leave Scheme**

3.1 You are required to give 21 days' notice before you intend to take a period of parental leave.

3.2 If you intend to take leave immediately after the birth of a child or placement for adoption, you should give notice 21 days before the beginning of the expected week of childbirth or placement. In rare cases, where it is not possible to give 21 days' notice, you should give the notice as soon as is reasonably practicable.

3.3 The leave may be postponed by the Company for up to six months – see Section 5 for details.

3.4 Any period of parental leave taken during any previous employment will be taken into account in calculating the entitlement to parental leave in respect of that child, during the staff member's employment with BN1 ARTS.

## **4. Your Rights & Duties Whilst on Leave**

4.1 Parental leave is an unpaid entitlement.

4.2 Whilst on parental leave, you remain an employee of BN1 ARTS and will continue to accrue continuity of service.

4.3 You have the right to return to the same job following a period of parental leave unless:

4.3.1 your parental leave has exceeded 4 consecutive weeks if combined with another period of leave;

4.3.2 you have taken an isolated period of parental leave of over 4 weeks

4.3.3 the parental leave is taken by parents immediately following a period of Additional Maternity Leave (AML) or Additional Adoption Leave (AAL), and it was not reasonably practicable for you to have returned to the same job following the AML or AAL.

4.4 In the above cases, you will return to your job, unless it is not reasonably practicable to do so. In these instances, and wherever possible, you will be offered another suitable and appropriate job with comparable salary, conditions and status as previously held. BN1 ARTS will consult with you about any anticipated changes.

4.5 BN1 ARTS will seek to avoid the staff member being put in a position of potential redundancy whilst on parental leave. In accordance with statutory requirements, where job losses are unavoidable, staff members will be informed and consulted in the usual way, as if they were not on parental leave.

4.6 During the period of parental leave you are entitled to the benefits of your terms and conditions of employment relating to notice of termination, compensation in the event of redundancy and disciplinary and grievance procedures.

4.7 During the period of parental leave, employees remain bound by continuing duties of trust and confidence, good faith and adherence to obligations of confidentiality. Employees will not be permitted to work for another employer during any period of parental leave. They will not be entitled to pension payments (if any) and other benefits in kind paid for by BN1 ARTS. The right to accrue statutory holiday will however remain in place.

## **5. Postponement of Leave**

5.1 If we consider that your absence will unduly disrupt the business, the Company can postpone the leave for no longer than six months from the beginning of the period that you requested to start your parental leave.

5.2 Examples of the reasons which might justify the Company postponing parental leave include work being at a seasonal peak, a significant proportion of the workforce applying for parental leave at the same time, or if your absence at a particular time would unduly harm the business.

5.3 If this is the case and we need to postpone your leave, we will discuss the matter with you and confirm the postponement arrangements. This will normally be confirmed in writing within 5 working days after your notice to take leave. The notice will set out the reason for the postponement and the new dates of parental leave. If leave is postponed, the length of the leave will still be the equivalent of your original request.

5.4 Postponement will not be applied in cases of fathers, civil partners or partners of mothers wishing to take leave immediately after the birth of a child, or in the case of a parent, immediately after the placement of an adopted child.

5.5 Any postponement must not take the period of leave beyond the child's eighteenth birthday.

## **6. Maternity leave**

### **Notification**

Ideally you should let your line manager know as soon as possible that you are pregnant, your expected due date and your plans for maternity leave. However, at a minimum, you must tell us at least 15 weeks before the beginning of the week the baby is due to be born.

You will need to provide a copy of your MATB1 form to us, which is available from your midwife at the 25-week appointment. This confirms your due date: legally, this is called the Expected Week of Confinement (EWC).

Once you tell us that you are pregnant, we will be able to conduct a risk assessment to make sure we are taking steps to protect your health and safety and you will also have the right to paid time off for antenatal care.

### **Leave Entitlement**

You are entitled to 52 weeks of maternity leave — split into 26 weeks of what is known as Ordinary Maternity Leave (OML) and 26 weeks of Additional Maternity Leave (AML). An important difference between OML and AML is the extent of your right to return to work at the end of your maternity leave (see below).

You can start your leave any time up to 11 weeks before your EWC. The only exception to this is if you are absent from work wholly or partly because of your pregnancy at any time after the start of the fourth week before your child is due. In this case, we reserve the right to require you to start your maternity leave on the first day after your absence.

### **Maternity Pay**

In order to qualify for Statutory Maternity Pay (which is paid for 39 weeks), you must have completed 26 weeks of continuous employment with BN1 Arts by the end of the fifteenth week before your EWC and your earnings must be more than the lower earnings limit for National Insurance payment purposes.

Provided you meet these qualification requirements, you will receive the following enhanced Maternity Pay:

- For the first 6 weeks – 100% of your previous average earnings
- Remaining 33 weeks – Statutory Maternity Pay

Please note that the enhanced element is repayable should you leave within 6 months of returning to work.

If you are not entitled to Statutory Maternity Pay (for example because your length of service doesn't entitle you to any), alternative support may also be available to you. For more information about maternity benefits, please refer to:

<http://www.direct.gov.uk/en/Parents/Moneyandworkentitlements/WorkAndFamilies/Pregnancyandmaternityrights/index.htm>

### **Time off for ante-natal care**

You are entitled to paid take time off to receive ante-natal care. You should try to arrange your appointments at the start or end of your working day, whenever possible. Ante-natal care includes

- appointments with your GP
- hospital clinics
- relaxation classes.

You may be required to produce an appointment card or some other document confirming all appointments other than the first. You should advise your line manager that you will be absent as far in advance of your appointment as possible.

### **Maternity cover**

If a hire is being made to cover your leave, you will be required to prepare a handover document for the new hire and ideally have a brief overlap. You may be asked to be involved in the hiring process for their cover.

If you have anyone reporting to you, we will try to involve you in all decisions relating to the temporary reporting arrangements to cover your maternity leave.

### **Holiday during leave**

You are encouraged to take all accrued holiday entitlement prior to going off on leave. Whilst on leave, your holiday entitlement and Bank Holidays will continue to accrue. These can be taken as one block before returning to work, or in a way that allows you to return to work flexibly. You should discuss your plans with your line manager. Leave cannot be carried over for more than one year.

### **Continuation of your contract of employment**

During your maternity leave, your contract of employment will continue. You are entitled to the benefit of those terms and conditions which would have applied to you had you not been on maternity leave, with the exception of your right to receive your salary. You are also bound by your obligations under your contract of employment, subject to your right to take maternity leave.

During AML, not all your terms and conditions of employment will apply; but the implied terms of good faith, confidentiality, and any term about acceptance of gifts and other benefits, or non-participation in another business will still be effective, as will your redundancy rights and entitlement to give and receive notice of termination of the contract.

### **Communication and Keeping in Touch (KIT Days)**

Prior to going off on leave, you should agree to what extent you would like to receive communication updates from the company. Typically, you will remain on circulation lists for internal memoranda and other documents and will be included in invitations to work-related social events via your work email. You may work for up to 10 days during your maternity leave (subject to our agreement) without breaking your leave. These days could be for training, or just for 'keeping in touch'. You are under no obligation to work these days, and we are under no obligation to offer you these days, however, we will discuss them with you prior to you taking leave. You will be paid for the hours worked on these days.

### **Return to work at the end of maternity leave**

BN1 Arts will assume you take your full 52-week entitlement to leave. If you wish to return earlier, then you will need to give us 8 weeks' notice. If you decide not to return to work, you should notify your line manager in accordance with the terms of your contract.

If you took OML, you are entitled to return to the position you held before your period of leave on no less favourable terms.

If you took AML, you are entitled to return to the position you held before your period of leave or, if it is not reasonably practicable for us to let you return to that position, to another position, which is both suitable and appropriate for you and on no less favourable terms.

## **Flexible working**

You can put forward a flexible working request prior to returning to work if you wish to change your working hours. The opportunities for flexible working will depend on the needs of the business, but we will make every effort to accommodate requests for part-time work, provided that your duties can still be effectively carried out on such a basis.

You can find our Flexible Working Policy on the Drive and we'd recommend you get in touch with us at least 3 months before returning to work if possible to ensure plans are confirmed before your return to work.

## **Parental Bereavement Leave**

In the unfortunate event, you suffer a miscarriage after 24 weeks or a stillbirth you can take 2 weeks of Parental Bereavement Leave. This leave is paid at 100% of full pay. Additionally, if you suffer a stillbirth your entitlement to Maternity Leave and Pay remains the same.

## **Tax-Free Childcare Scheme**

The government has set up a tax-free childcare scheme to help reduce the cost of childcare once you decide to return to work. For further information on the scheme visit the government website.

### **6. Abuse of this policy**

6.1 Where a staff member takes a period of parental leave under this policy for purposes other than spending time with, or otherwise caring for their child, this will be dealt with as a disciplinary issue in accordance with the Disciplinary Policy.