

# TUPE Policy

## Scope

This policy explains how SGC Holdings Ltd trading as SGC Security Services (“SGC”) will manage situations where the **Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)** apply.

The policy applies to all employees who may be affected by a business transfer or service provision change involving SGC, whether as a transferor or transferee employer.

## Purpose of TUPE

TUPE is designed to protect employees when the business or undertaking in which they are employed transfers to a new employer.

Where TUPE applies:

- employees’ contracts of employment transfer automatically to the new employer;
- continuity of employment is preserved; and
- employees’ terms and conditions are protected, subject to limited statutory exceptions.

Any agreement or arrangement that seeks to exclude or limit the rights provided under TUPE is void.

## What Transfers Are Covered

TUPE may apply where there is:

- a transfer of a business or part of a business as a going concern; or
- a service provision change, such as outsourcing, insourcing, or re-tendering of services, where the statutory conditions are met.

Examples include:

- the sale or transfer of a sole trader’s business or partnership;
- the transfer of assets where the business continues its identity;
- the merger of organisations forming a new undertaking;
- the transfer of a contract for services where an organised grouping of employees is assigned to that activity.

TUPE can apply regardless of the size of the undertaking and applies to both the private and public sectors.

### Transfers Not Covered

TUPE does not apply to:

- share sales, where the employer remains the same legal entity;
- asset-only sales where no business or undertaking transfers;
- the supply of goods without the transfer of a business;
- undertakings situated entirely outside the United Kingdom (subject to limited exceptions).

Certain TUPE provisions relating to dismissal and consultation do not apply to employees who normally work outside the UK.

### Employer Responsibilities

Where TUPE applies, SGC recognises that:

- all employees assigned to the transferring undertaking immediately before the transfer will transfer automatically to the new employer;
- the new employer takes on all rights, powers, duties, and liabilities under the transferred contracts of employment, except for certain occupational pension provisions;
- collective agreements in force immediately before the transfer will transfer with employees;
- dismissals connected to the transfer will be automatically unfair unless there is an **economic, technical, or organisational (ETO) reason** entailing changes in the workforce;
- employees' terms and conditions cannot be changed if the sole or principal reason is the transfer, unless permitted by law; and
- affected employees or their representatives must be informed and consulted about the transfer and any proposed measures.

### Employee Rights

Employees affected by a TUPE transfer have the right to:

- transfer to the new employer on their existing terms and conditions;
- preserve continuity of employment;
- receive information and be consulted about the transfer;
- challenge unfair dismissal related to the transfer through an employment tribunal.

Employees may object to the transfer by informing either the old or new employer. In such cases, the contract of employment will terminate on the transfer date, and the employee will not be treated as dismissed.

Employees may also have the right to resign and claim constructive unfair dismissal where there is a substantial change in working conditions to their material detriment as a result of the transfer.

### **Pensions**

Occupational pension rights relating to old age, invalidity, or survivors' benefits do not transfer under TUPE. However:

- accrued pension rights are protected by separate legislation; and
- transferee employers may have obligations to provide minimum pension arrangements under applicable regulations.

### **Redundancy**

Employees dismissed for an ETO reason entailing changes in the workforce may be entitled to redundancy payments, subject to statutory eligibility.

Where redundancies are proposed, SGC will follow:

- applicable redundancy consultation requirements; and
- fair selection and dismissal procedures.

Where responsibility for redundancy payments is unclear, employees may have the right to pursue claims against either or both employers.

### **Trade Union and Employee Representation**

Where an undertaking retains its identity following a transfer, any existing arrangements for employee representation may continue in accordance with TUPE and employment law.

Where the undertaking does not retain its identity, recognition arrangements may lapse and may be subject to renegotiation.

SGC will engage appropriately with recognised employee representatives in line with statutory obligations.

### Information and Consultation


SGC will ensure that:

- affected employees or their representatives are informed of the transfer in good time;
- information includes the legal, economic, and social implications of the transfer; and
- consultation takes place where measures are proposed.

Failure to inform and consult may result in liability for protective awards.

### Policy Review

This policy will be reviewed periodically to ensure it remains compliant with employment legislation and reflects best practice.

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Signature		Date	14/01/2026