



BURGESS FARMS

MATERNITY LEAVE POLICY SUMMARY

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Purpose:	To provide details of the arrangements for antenatal care, pregnancy related illness, and maternity leave and pay.		
This document supports: <i>Standards and legislation</i>	Employment Rights Act 1996 Employment Relations Act 1999 Employment Act 2002 Work and Families Act 2006		
Key related documents:	BFPHRPO19 Family Friendly Policy Summary BFPHRPO30 Shared Parental Leave Policy and Procedure BFPHRPO28 Paternity Leave Policy and Procedure BFPHRPO01 Adoption Leave Policy and Procedure BFPHRPO27 Parental Leave Policy and Procedure BFPHRPO20 Flexible Working Policy and Procedure HSMS-P05-P001 New or Expectant Mothers		
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Definitions

"Company" means Burgess Farms

"Subsidiary Companies" means all Companies owned by Burgess Farms

"Expected week of childbirth" means the week, starting on a Sunday, during which the employee's doctor or midwife expects them to give birth.

"Qualifying week" means the 15th week before the expected week of childbirth.

1. Policy statement

This policy sets out the statutory rights and responsibilities of employees who are pregnant. The policy gives details of the arrangements for antenatal care, pregnancy-related illness, and maternity leave and pay.

2. Key principles

An employee who is due to give birth, whether they intend to care for the child, or are acting as a surrogate, will be entitled to a period of maternity leave subject to the following key principles:

- To qualify for maternity leave, the employee must tell the Company by the end of the 15th week before the expected week of childbirth:
 - that they are pregnant,
 - the expected week of childbirth, by means of a medical certificate (MAT B1) if requested,
 - the date they intend to start maternity leave. This can normally be any date which is no earlier than the beginning of the 11th week before the expected week of childbirth up to the birth.
- The employee will receive written confirmation from the Company within 28 days of their notification, setting out their maternity leave arrangements and return date.
- An employee (prior to starting maternity leave) can change their return date if they give the Company 28 days' notice.
- An employee (whilst on maternity leave) can bring forward their return date if they give the Company 'eight weeks' notice.
- Maternity leave is split into 26 weeks' ordinary maternity leave followed immediately by up to 26 weeks' additional maternity leave.
- In the event of both the employee and their partner being employees of Burgess Farms only one of them will be eligible for the Maternity leave. More information can be found under Shared Parental Leave below and by referring to the Company's Shared Parental Leave Policy.

- All employees who take Maternity leave have the right to return to work at any time during either ordinary maternity leave or additional maternity leave subject to their following the correct notification procedure.
- An expectant mother who has a miscarriage before the 24th week of pregnancy is not entitled to maternity leave or pay. However, they may be entitled to compassionate leave. Please refer to Section 9.1 of BFHRPO19 Family Friendly Policy for more information.

3. Scope

This policy and procedure applies to all employees employed by Burgess Farm and its subsidiary companies.

4. Communication

The Company recognises that, from time to time, employees may have questions or concerns relating to their maternity rights. It is the Company's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the maternity provisions are complex, if an employee becomes pregnant, they should clarify the relevant procedures with their manager or HR representative to ensure that they are followed correctly.

5. Notification of pregnancy

On becoming pregnant, an employee should notify their manager as soon as possible. This is important as there are health and safety considerations for the Company. More information can be found in HSMS-P05-P001 New and Expectant Mothers.

By the end of the qualifying week, or as soon as reasonably practicable afterwards, the employee is required to inform the Company in writing of:

- the fact that they are pregnant;
- their expected week of childbirth; and
- the date on which they intend to start their maternity leave.

The employee must also provide a MAT B1 form, which is a certificate from a doctor or midwife confirming the expected week of childbirth. The form must have either the doctor's name and address or the midwife's name and registration number on it.

The employee is permitted to bring forward their maternity leave start date, provided that they advise the Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone their maternity leave start date, provided that they advise the Company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The Company will formally respond in writing to the employee's notification of their leave plans within 28 days, confirming the date on which they are expected to return to work if they take their full 52-week entitlement to maternity leave.

6. Time off for antenatal care

Once an employee has advised the Company that they are pregnant, they will be entitled not to be unreasonably refused paid time off work to attend antenatal appointments as advised by their doctor, registered midwife or registered health visitor.

In order to be entitled to take time off for antenatal care, the employee may be required to produce a certificate from their doctor, registered midwife or registered health visitor, stating that they are pregnant. Except in the case of the first appointment, the employee should also produce evidence of the appointment, such as a medical certificate or appointment card, if requested to do so.

Antenatal care may include relaxation and parent craft classes that the employee's doctor, midwife or health visitor has advised them to attend, in addition to medical examinations.

The employee should endeavour to give their line manager as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

7. Health and safety

The Company has a duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to employee's who are pregnant, have recently given birth or are breastfeeding where the work is of a kind that could involve a risk of harm or danger to their health and safety or the health and safety of their baby and the risk arises from either processes, working conditions or physical, chemical or biological agents in the workplace.

If applicable, the Company will provide the employee with information as to any risks identified in the risk assessment. If the risk assessment reveals that the employee would be exposed to health hazards in carrying out their normal job duties, the Company will take such steps as are reasonably necessary to avoid those risks, such as altering the employee's working conditions.

In some cases, this may mean offering the employee suitable alternative work (if available) on terms and conditions that are not substantially less favourable.

If it is not possible for the Company to alter the employee's working conditions to remove the risks to their health and there is no suitable alternative work available to offer them on a temporary basis, the Company may suspend the employee from work on maternity grounds until such time as there are no longer any risks to their health. This may be for the remainder of their pregnancy until the commencement of their maternity leave.

If an employee is suspended in these circumstances, their employment will continue during the period of the suspension, and it does not in any way affect their statutory or contractual employment and maternity rights. The employee will be entitled to their normal salary and contractual benefits during the period of their suspension, unless they have unreasonably refused an offer of suitable alternative employment.

8. **Sickness absence**

If an employee is absent from work during pregnancy owing to sickness, they will receive normal statutory or contractual sick pay in the same manner as they would during any other sickness absence provided that they have not yet begun ordinary maternity leave. If, however, the employee is absent from work due to a pregnancy-related illness after the beginning of the fourth week before their expected week of childbirth, their maternity leave will start automatically.

If the employee is absent from work wholly or partly because of pregnancy during the four weeks before the expected week of childbirth, they must notify the Company, preferably in writing, as soon as reasonably practicable.

9. **Maternity leave**

All pregnant employees, whether they intend to care for the child or are acting as a surrogate, are entitled to take up to 26 weeks' ordinary maternity leave and up to 26 weeks' additional maternity leave, making a total of 52 weeks. This entitlement applies if the child is born early, is still born after the start of the 24th week of pregnancy or dies after being born. This is regardless of the number of hours they work or their length of service. Additional maternity leave begins on the day after ordinary maternity leave ends. If the pregnant employee has a miscarriage before 24th week of pregnancy, they will not be entitled to Maternity Leave or Pay but may be entitled to Compassionate Leave. Please refer to BFHRPO19 for more information.

Ordinary maternity leave can start at any time after the beginning of the 11th week before the employee's expected week of childbirth (unless their child is born prematurely before that date, in which case it will start earlier). Maternity leave will start on whichever date is the earlier of:

- the employee's chosen start date,
- the day after the employee gives birth, or
- the day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the expected week of childbirth.

If the employee gives birth before their maternity leave was due to start, they must notify the Company in writing of the date of the birth as soon as reasonably practicable.

The law obliges all employees to take a minimum of two weeks of maternity leave immediately after the birth of the child (four weeks in the case of factory workers).

10. **Ordinary maternity leave**

During the period of ordinary maternity leave, the employee's contract of employment continues in force and they are entitled to receive all their contractual benefits, except for salary. In particular, any benefits in kind (for example; life assurance, private medical insurance, private use of a company car, car allowance, laptop, mobile phone etc) will continue; contractual annual leave entitlement will continue to accrue; and pension contributions will continue to be made. Employee contributions will be based on actual pay, while employer contributions will be based on the salary that the employee would have received had they not gone on maternity leave.

Salary will be replaced by SMP if the employee is eligible to receive it for the entire 26 weeks of ordinary maternity leave.

Employees are encouraged to take any outstanding annual leave due to them before the commencement of ordinary maternity leave. Employees are reminded that holiday must be taken in the year that it is earned. If the holiday year is due to end during maternity leave, the employee should take any accrued holiday before starting maternity leave, where possible. If the maternity leave ends prior to the holiday year end, the employee may wish to take accrued holidays at the end of maternity leave.

11. Additional maternity leave

During the period of additional maternity leave, the employee's contract of employment continues in force and they are entitled to receive all their contractual benefits, except for salary. Any benefits in kind (for example; life assurance, private medical insurance, private use of a company car, car allowance laptop, mobile phone etc) will continue and contractual annual leave entitlement will continue to accrue.

Salary will be replaced by statutory maternity pay (SMP) for the first 13 weeks of additional maternity leave if the employee is eligible to receive it. The remaining 13 weeks of additional maternity leave are unpaid.

Pension contributions will continue to be made during the period when the employee is receiving SMP but not during any period of unpaid additional maternity leave.

12. Statutory maternity pay

Statutory maternity pay is payable for up to 39 weeks during maternity leave. An employee is entitled to SMP, whether they intend to care for the child or are acting as a surrogate, if:

- they have been continuously employed by the Company for at least 26 weeks at the end of the qualifying week and they are still employed during that week;
- their average weekly earnings in the period between the last normal pay day before the Saturday at the end of the qualifying week and the last normal pay day at least eight weeks before that date are not less than the lower earnings limit for national insurance contributions;
- they provide a MAT B1 form stating their expected week of childbirth; and
- they give the Company proper notification of their pregnancy in accordance with the rules set out above. Or
- their baby has been born early or dies after being born and satisfies the above requirements. Or
- their baby is still born after the start of the 24th week of pregnancy.

For the first six weeks, SMP is paid at the higher rate, which is equivalent to 90% of the employee's average weekly earnings calculated over the period between the last normal pay day before the Saturday at the end of the qualifying week and the last normal pay day at least eight weeks before that date. For the purpose of calculating average weekly earnings, shift allowances, overtime payments, bonuses and commission are all included.

The standard rate of SMP is paid for the remaining 33 weeks (or less if the employee returns to work sooner). This is paid at a rate set by the Government for the relevant tax year, or 90% of the employee's average weekly earnings calculated over the period between the last normal pay day before the Saturday at the end of the qualifying week and the last normal pay day at least eight weeks before that date, if this is lower than the Government's set weekly rate.

If the employee becomes eligible for a pay rise between the start of the original calculation period and the end of their maternity leave (whether ordinary maternity leave or additional maternity leave), the higher or standard rate of SMP will be recalculated to take account of the employee's pay rise, regardless of whether SMP has already been paid. This means that the employee's SMP will be recalculated and increased retrospectively, or that they may qualify for SMP if they did not previously.

The employee will be paid a lump sum to make up any difference between SMP already paid and the amount payable as a result of the pay rise.

Statutory maternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Payment of SMP cannot start prior to the 11th week before the employee's expected week of childbirth. Statutory maternity pay can start from any day of the week in accordance with the date the employee starts their maternity leave.

Statutory maternity pay is payable whether or not the employee intends to return to work after their maternity leave.

Employees who are not entitled to SMP may be entitled to receive maternity allowance payable by the Government. If an employee is not entitled to SMP, they will be notified in writing and provided with a SMP1 form detailing the reason.

13. Contact during maternity leave

Prior to an employee's maternity leave, the Company will discuss the arrangements for them to keep in touch during their leave, should they wish to do so. The Company reserves the right in any event to maintain reasonable contact with the employee from time to time during their maternity leave. This may be to discuss the employee's plans for return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or simply to update them on developments at work during their absence.

14. Rights during maternity leave

During ordinary maternity leave and additional maternity leave, all terms and conditions of the employee's contract except normal pay will continue. Salary will be replaced by statutory maternity pay if the employee is eligible to receive it. This means that, while sums payable by way of salary will cease, all other benefits will remain in place. Pension contributions will continue to be paid as detailed in this policy.

Holiday entitlement will continue to accrue through all of an employee's Statutory Maternity Leave. An employee can add their holiday entitlement to the beginning or end of their Statutory Maternity Leave, this will be agreed prior to the start of an employee's maternity leave.

An employee may not be able to carry over un-used holiday entitlement if the Statutory Maternity Leave goes over two holiday years therefore the employee has the option to take this at the beginning of the leave.

15. Keeping-in-touch days (KIT)

Except during the first two weeks after childbirth (four weeks in the case of factory workers), an employee can agree to work for the Company (or to attend training) for up to 10 days during either ordinary maternity leave or additional maternity leave without that work bringing the period of their maternity leave to an end and without loss of a week's SMP. These are known as "keeping-in-touch" (KIT) days. Any work carried out on a day shall constitute a full KIT day for these purposes.

The Company has no right to require the employee to carry out any work, and the employee has no right to undertake any work, during their maternity leave. Any work undertaken, including the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between the Company and the employee. Any keeping-in-touch days worked do not extend the period of maternity leave. Once the keeping-in-touch days have been used up, the employee will lose a week's SMP for any week in which they agree to work for the Company. It may also bring maternity leave to an end.

16. Returning to work

The employee will have been formally advised in writing by the Company of the date on which they are expected to return to work if they take their full 52-week entitlement to maternity leave. The employee is expected to return on this date unless they notify the Company otherwise. If they are unable to attend work at the end of their maternity leave due to sickness or injury, the Company's normal arrangements for sickness absence will apply.

While the employee is under no obligation to do so, it would assist the Company if they confirm as soon as convenient during their maternity leave that they will be returning to work as expected.

If the employee wishes to return to work earlier than the expected return date, they must give the Company at least eight weeks' notice of their date of early return, preferably in writing. If they fail to do so, the Company may postpone their return to such a date as will give the Company eight weeks' notice, if this is not later than the expected return date.

If the employee decides not to return to work after maternity leave, they must give notice of resignation as soon as possible and in accordance with the terms of their contract of employment. If the notice period would expire after maternity leave has ended, the Company may require the employee to return to work for the remainder of the notice period.

17. Shared Parental Leave (transfer of Maternity Leave)

If an employee proposes to return to work early without using their full 52-week entitlement to maternity leave by giving proper notification of an early return in accordance with the rules set above, or chooses to curtail their maternity leave, they may be eligible to shared parental leave.

For more information, please see BFPHRPO30 Shared Parental Leave Policy and Procedure.

18. Rights on and after return to work

The first 26 weeks of maternity leave are called 'ordinary maternity leave' under the law.

If an employee has taken 26 weeks or less, they have the right to return to the same job after ordinary maternity leave.

More than 26 weeks' maternity leave is called 'additional maternity leave' under the law.

If an employee uses additional maternity leave, they still have the right to return to their job on the same terms as before they left. But if it is not possible because there have been significant changes to the organisation, we reserve the right to offer a similar role.

An employee who worked full-time prior to their maternity leave has no automatic right to return to work on a part-time basis or to make other changes to their working patterns. However, all requests for part-time work or other flexible working arrangements will be considered in line with the operational requirements of the Company's business. If an employee would like this option to be considered, they should follow the Company Flexible Working procedure (a copy may be obtained from Human Resources) in advance of their return date, so that there is adequate time for full consideration of the request.

19. Confidentiality

Where any information is given by the employee or about the employee, their right to absolute confidentiality on all personal matters will be guaranteed by all parties.

Access to this information will be restricted to the business where appropriate and for business statistical purposes unless otherwise mandated by law.

20. Breach of Policy

Knowingly providing false information and choosing to breach the Maternity Leave Policy will be treated as a disciplinary matter, which could potentially amount to gross misconduct and lead to dismissal.

Late or failure to return to work without prior authorisation or any written confirmation will be treated as unauthorised absence and may be regarded as a disciplinary offence, leading potentially to disciplinary action for misconduct if appropriate.