

Question Companion

Support for completing the
WEQF Package Questionnaire.

Use the matching question number for explanations, answer distinctions, illustrative examples, boundaries and source references.

The Package assessment covers Provisions and the declared arrangements supporting the Engagement Record. Provision results and Evidence grades remain separate. A declared Evidence grade does not establish independent verification or delivery in practice.

PACKAGE MODULE (1/3) | PACKAGE DECLARATION PERSPECTIVE | BETA

EDITION / REGULATORY REFERENCE BASIS

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This release is valid only for WEQF Package Edition 1.0, dated 01 October 2026. Read with the questionnaire and supporting documents for this edition.

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Q01 / Q-C-001

Prerequisites

Right to work

Companion explanation

Right-to-work requirements can apply across different ways of supplying work, including arrangements involving more than one organisation. The actual working arrangement must be considered. Where the scheme applies, the appropriate person or organisations must complete the prescribed checks and any required arrangements between them before the work or services begin. If it does not apply, Yes may still be selected once that has been properly considered. WEQF does not inspect documents, determine immigration status or make a legal-compliance finding.

Examples

Examples include a direct engager completing the required check, or organisations in a labour-supply arrangement identifying and completing their respective steps before work starts.

Boundaries and qualifications

- Consider applicability for the actual arrangement. There is no separate N/A; properly established non-applicability can support Yes.
- Yes requires confirmation that all applicable checks and arrangements have been or will be completed before work or services begin.
- Where responsibilities are shared, obtain a complete confirmation across all relevant parties.

- Every applicable case in the assessed population must satisfy the requirement; otherwise separate the populations or select No.
- Select No if applicability has not been considered, an applicable requirement will not be completed in time, responsibility remains unresolved, or information is insufficient.
- Qualifications, provider licensing, safeguarding and engagement-record quality are addressed separately.

Source references

CSU-RTW-01

Immigration, Asylum and Nationality Act 2006, Part 2 (ss 14A, 15 and 15A; as projected from 1 October 2026)

CSU-RTW-02

Border Security, Asylum and Immigration Act 2025, section 48

CSU-RTW-03

Border Security, Asylum and Immigration Act 2025 (Commencement No. 4) Regulations 2026 (SI 2026/683)

CSU-RTW-04

Immigration (Restrictions on Employment and Residential Accommodation) (Prescribed Requirements and Codes of Practice) (Amendment) Regulations 2026 (SI 2026/700)

CSU-RTW-05

Home Office, Extending the Right to Work Scheme - consultation and response

CSU-RTW-06

Home Office, draft code of practice on preventing illegal working (revised June 2026 Right to Work code)

Terms and information before work

Companion explanation

Different working arrangements can require different documents or information before they begin. These may include written particulars, key information, worker terms, assignment information or equivalent information required for licensed labour supply. The relevant requirements must be considered for the actual arrangement, and everything applicable must be provided or agreed on time. WEQF uses one conditional confirmation rather than asking the user to select an employment, agency or labour-provider status route. It does not inspect the documents or certify legal compliance.

Boundaries and qualifications

- The required information depends on the actual arrangement. A document category that genuinely does not apply does not prevent Yes, once applicability has been considered.
- Where several parties contribute, the confirmation must cover all applicable requirements, not just the declarant's own contribution.

- Every applicable case in the assessed population must satisfy the requirement; otherwise separate the populations or select No.
- Missing, incomplete, late or unresolved requirements, or insufficient information to confirm them, mean No.
- This item concerns mandatory pre-work information. Additional clarity, accessibility and record quality are assessed separately.

Source references

CSU-CORE-01

Employment Rights Act 1996 (ss 1-4)

CSU-CHAIN-01

Employment Agencies Act 1973

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (regs 13A-15)

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards (rules 14-16)

Labour-supply information

Companion explanation

Where one organisation introduces or supplies someone to work for another, the relevant parties may be required to gather, check and communicate particular information before the supply or work begins. The exact requirements depend on the arrangement. If labour is not introduced or supplied, Yes may still be selected once applicability has been properly considered. WEQF does not determine the parties' legal status or certify compliance.

Examples

Examples include obtaining information about the assignment and hirer, confirming the role and relevant health-and-safety requirements, and checking or communicating suitability information.

Boundaries and qualifications

- There is no separate N/A. Arrangements properly established as outside the labour-supply rules do not prevent Yes.
- Yes requires confirmation that all legally required assignment, hirer, role, health-and-safety and suitability information has been or will be obtained, checked and communicated before supply or work begins.

- The confirmation must cover the complete arrangement, including the responsibilities of the hirer, agency, labour provider and any other relevant parties.
- Every applicable supply arrangement must satisfy the requirement; otherwise separate the populations or select No.
- Unconsidered applicability, missing or late required information or action, unresolved responsibility, or insufficient information mean No.
- Q02 covers issuing or agreeing mandatory terms. This item covers assignment checks and information flow. Provider licensing and underlying qualifications are addressed separately in Q04 and Q05.

Source references

CSU-CHAIN-01

Employment Agencies Act 1973

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (regs 18-22)

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards (rules 17-21)

Labour-provider licensing

Companion explanation

Some types of labour-provider activity in Great Britain require the provider to hold a statutory licence. Where the scheme applies, the provider must hold the appropriate valid licence and the other parties entering the arrangement must complete the steps required of them concerning its licensed status. If the activity falls outside the licensing scheme, Yes may still be selected once applicability has been properly considered. WEQF does not decide whether an activity is regulated, verify a licence or certify compliance.

Examples

An example is confirming that a provider undertaking regulated activity holds the required current licence before proceeding with the arrangement.

Boundaries and qualifications

- Assess the actual activity against the statutory labour-provider licensing scheme. There is no separate N/A; activity properly established as outside the scheme does not prevent Yes.

- The provider must hold the required valid licence. Other parties may have separate duties concerning its licensed status, and the confirmation must cover all required party actions.
- Every applicable activity, provider and party action must satisfy the requirement; otherwise separate the populations or select No.
- Unconsidered applicability, a missing, expired, invalid or unconfirmed required licence, incomplete required actions, unresolved responsibility, or insufficient information mean No.
- Optional accreditations and general business licences are outside this prerequisite. Assignment information is covered by Q03 and individual occupational qualifications and approvals by Q05.

Source references

CSU-CHAIN-12

Gangmasters (Licensing) Act 2004 (ss 6, 11-13)

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards

Required qualifications and approvals

Companion explanation

Some work requires particular qualifications, experience, training, licences or professional authorisations. The exact requirements depend on the role and may be imposed by law or a relevant professional body. The responsible parties must identify every applicable requirement and confirm that the individual satisfies it before being supplied or starting work. If no such requirements apply, Yes may still be selected once that has been properly considered. WEQF does not inspect credentials, determine professional eligibility or certify compliance.

Examples

Examples include a legally required occupational licence, mandatory role-specific training or registration with a professional body.

Boundaries and qualifications

- Identify requirements imposed by law or a relevant professional body for the actual role. There is no separate N/A; a role with no such requirements can support Yes once applicability has been considered.

- Every applicable qualification, experience, training, licence or professional authorisation must be identified, with satisfaction confirmed before supply or work begins.
- Obtain a complete confirmation across the hirer, engager, introducer, labour provider and any other responsible parties.
- Every applicable individual and role must satisfy the requirement; otherwise separate the populations or select No.
- Unconsidered applicability, an unidentified or unconfirmed requirement, late confirmation, unresolved responsibility, or insufficient information mean No.
- Optional employer preferences and wider development are outside this item. Communicating suitability information alone does not establish the underlying qualification. Provider licensing and safeguarding are addressed separately.

Source references

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (regs 19-20)

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards (rules 17-20)

Q06 / Q-C-012

Prerequisites

Children and young people at work

Companion explanation

Children and young people may work only within rules that can vary according to age, school-age status, the type of activity, territory and local requirements. Before work starts, the responsible party must determine whether a child or young person is included and identify and satisfy every rule that applies. If the engagement does not include a child or young person, Yes may still be selected once that has been properly considered. WEQF does not verify age or permissions, decide which local rules apply or certify compliance.

Examples

For example, particular work may be prohibited, working hours or times may be restricted, or consent, a local permit or a performance licence may be required.

Boundaries and qualifications

- Requirements depend on age, school-age status, activity, territory and local rules. There is no separate N/A; an adult-only scope can support Yes once properly established.

- Yes requires every applicable minimum-age, school-age, prohibited-work, hours, consent, licence and permit requirement to be satisfied before work begins.
- The confirmation must cover all responsible parties and every applicable person, activity and location. Otherwise separate the populations or select No.
- Unresolved age, school-age status, activity, location or local rules, an unmet or late restriction or permission, unclear responsibility, or insufficient information mean No.
- Q08 / Q-C-005 covers health and safety for people of every age. That confirmation cannot substitute for these age-specific limits and permissions.

Source references

CSU-AGE-01

Children and Young Persons Act 1933; Children and Young Persons Act 1963; Children (Protection at Work) Regulations 1998; current official child-employment and child-performance guidance

CSU-AGE-02

Children and Young Persons (Scotland) Act 1937 and current Scottish Government child-employment guidance

Safeguarding and DBS/PVG checks

Companion explanation

Some work is subject to statutory safeguarding rules because of the role, activity or people involved. Before work begins, the responsible party must identify any regulated-activity or regulated-role rules, barred-status restrictions and criminal-record disclosure requirements that apply. Every resulting duty or prohibition must be satisfied.

If a DBS, PVG or other disclosure check is requested, its type and level must be lawfully available for the actual role; being eligible to request a check does not by itself make the check compulsory. If no role-specific requirement applies, Yes may still be selected once that has been properly considered. WEQF does not decide check eligibility or barred status, inspect certificates or certify compliance.

Examples

For example, a regulated role may carry specific safeguarding or barred-status requirements, while a different role may not permit the same disclosure level.

Boundaries and qualifications

- Assess the actual role, activity and territory. There is no separate N/A; properly established non-applicability can support Yes, provided any requested disclosure check is at a lawfully available level.

- Yes requires every applicable safeguarding, regulated-activity or regulated-role, barred-status and criminal-record disclosure duty or prohibition to be satisfied before work begins.
- Eligibility to request a disclosure check does not itself make the check compulsory. An ineligible type or level must not be requested.
- The confirmation must cover all responsible parties and every applicable person, role, activity and location. Otherwise separate the populations or select No.
- Unconsidered applicability, an unmet or unresolved duty or prohibition, a requested check level not confirmed as lawful, unclear responsibility, or insufficient information mean No.
- Required qualifications and personal-data handling are addressed separately; neither substitutes for this safeguarding confirmation.

Source references

CSU-SAFE-01

Safeguarding Vulnerable Groups Act 2006; Police Act 1997 Part V; Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975; current DBS eligibility guidance

CSU-SAFE-02

Protection of Vulnerable Groups (Scotland) Act 2007; Disclosure (Scotland) Act 2020; Regulated Roles (Prohibitions and Requirements) (Scotland) Regulations 2024; current Disclosure Scotland PVG guidance

Health and safety before work

Companion explanation

The health-and-safety arrangements must reflect the actual work, workplace and people involved. Depending on the circumstances, this can include assessing and controlling risks; providing information, instruction and training; coordinating between organisations; supplying safe equipment and required PPE; providing welfare and first-aid arrangements; and consulting workers or their representatives. Sector-specific assessments and controls may also be required separately. Yes confirms that the applicable foundation is or will be in place-it does not mean WEQF has inspected the workplace or certified it as safe or legally compliant.

Boundaries and qualifications

- The required arrangements depend on the actual work, workplace and people. A measure that genuinely does not apply does not prevent Yes once applicability has been considered; there is no separate N/A.
- Yes requires confirmation that all applicable arrangements have been or will be established before work begins.
- Where duties are shared between the employer, engager, workplace controller, supplier or other parties, obtain a complete confirmation across their responsibilities.
- Every applicable work setting and group must satisfy the requirement; otherwise separate the populations or select No.
- Unconsidered risks or duties, absent, incomplete or late required arrangements, unresolved coordination or responsibility, or insufficient information mean No.

- This confirmation does not replace sector-specific assessment. Labour-supply information is covered by Q03 and mandatory occupational qualifications by Q05; this item includes the safety instruction and training needed to control work risks.

Source references

CSU-EQS-05

Health and Safety at Work etc. Act 1974 (ss 2-3 and 9)

CSU-EQS-06

Management of Health and Safety at Work Regulations 1999 (regs 3, 5, 10, 11, 13 and 16-18)

CSU-EQS-07

Workplace (Health, Safety and Welfare) Regulations 1992 and HSE L24 Approved Code and guidance

CSU-EQS-08

Personal Protective Equipment at Work Regulations 1992, 2022 Amendment Regulations and HSE L25 guidance

CSU-EQS-09

Safety Representatives and Safety Committees Regulations 1977 and Health and Safety (Consultation with Employees) Regulations 1996

CSU-EQS-10

Health and Safety (First-Aid) Regulations 1981, Display Screen Equipment Regulations 1992 and Health and Safety Information for Employees Regulations 1989

CSU-EQS-12

Health and Safety at Work etc. Act 1974 (General Duties of Self-Employed Persons) (Prescribed Undertakings) Regulations 2015

CSU-EQS-15

HSE, Protecting pregnant workers and new mothers

CSU-VCR-01

Trade Union and Labour Relations (Consolidation) Act 1992 and Employment Relations Act 1999 (relevant TULRCA time-off provisions)

Q09 / Q-C-007

Prerequisites

Employers' liability insurance

Companion explanation

The responsible organisation must consider whether compulsory employers' liability insurance applies to the actual working arrangement. If it does, valid insurance cover and the required arrangements for the insurance certificate must be in place before work begins. This may include ensuring that the certificate is held, displayed or made available as legally required. If compulsory cover does not apply, Yes may still be selected once that has been properly considered. WEQF does not inspect the policy or certificate, assess the adequacy of the insurer or cover, or certify compliance.

Boundaries and qualifications

- Consider applicability for the actual organisation and arrangement. There is no separate N/A; a properly established exemption or non-applicability can support Yes.

- Yes requires valid compulsory cover and every required certificate arrangement to be in place before work begins.
- Obtain a complete confirmation from all organisations to which the requirement applies. Every applicable case must satisfy it; otherwise separate the populations or select No.
- Unconsidered applicability, missing, invalid, late or unresolved cover or certificate arrangements, unclear responsibility, or insufficient information mean No.
- Public liability, professional indemnity and optional insurance benefits are outside this prerequisite.

Source references

CSU-BEN-03

Employers' Liability (Compulsory Insurance) Act 1969
and Employers' Liability (Compulsory Insurance)
Regulations 1998 (Act s 1; Regulations regs 3-5)

Equality and fair treatment

Companion explanation

The protections must be considered for the actual working arrangement and the people it covers. Depending on the circumstances, this can include preventing discrimination and harassment; protecting people from victimisation; making required reasonable adjustments; providing applicable equal treatment for agency, part-time or fixed-term workers; and preventing prohibited blacklisting. A particular protection that does not apply does not prevent Yes once applicability has been properly considered. WEQF does not investigate conduct or certify legal compliance.

Examples

Examples include arranging an adjustment needed by a disabled person, taking required steps to prevent harassment, or ensuring an applicable equal-treatment requirement is followed.

Boundaries and qualifications

- Assess each applicable protection for the actual arrangement and people. There is no separate N/A; a particular duty that genuinely does not apply does not prevent Yes once applicability has been considered.
- Yes covers the arrangements needed to meet every applicable equality, non-discrimination, harassment-prevention, victimisation, reasonable-adjustment, equal-treatment and anti-blacklisting duty.
- Where responsibilities are shared between an employer, engager, agency, hirer or other parties, obtain a complete confirmation across their duties.

- Every material group and applicable duty must satisfy the requirement; otherwise separate the populations or select No.
- Unconsidered applicability, an absent or unresolved required protection or arrangement, unclear responsibility, or insufficient information mean No.
- Voluntary diversity enhancements and outcomes are outside this prerequisite. The additional quality and usability of a general complaints route are assessed separately; meeting this mandatory foundation earns no Provision points.

Source references

CSU-EQS-01

Equality Act 2010, Equality Act 2010 (Amendment) Regulations 2023 and EHRC Employment Statutory Code of Practice (ss 13, 19-21, 26-27, 39-41 and 109; s 40A)

CSU-EQS-02

Worker Protection (Amendment of Equality Act 2010) Act 2023 and EHRC sexual-harassment technical guidance

CSU-CORE-05

Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 (reg 5)

CSU-CORE-06

Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (regs 3-4)

CSU-CHAIN-03

Agency Workers Regulations 2010 and official guidance (regs 5, 12-13)

CSU-VCR-07

Protection from Harassment Act 1997

CSU-VCR-08

Employment Relations Act 1999 (Blacklists) Regulations 2010

Forced labour and human trafficking

Companion explanation

Every engagement must be free from slavery, servitude, forced or compulsory labour and human trafficking, whether the individual works directly or through another organisation. The consideration must cover the direct working arrangement and any material recruiter, agency, intermediary, supplier or subcontracted labour route used for the engagement. An organisation-wide policy, transparency statement, procurement process or report does not by itself answer this engagement-specific question. A Yes answer is an informed declaration based on the arrangements considered; it is not proof that abuse is absent, and WEQF does not conduct a modern-slavery audit or certify compliance.

Boundaries and qualifications

- This question applies to every engagement. There is no non-applicable route or separate N/A.
- Yes requires consideration of the engagement and every material labour-supply arrangement, with confirmation that none involves slavery, servitude, forced or compulsory labour or human trafficking.

- Obtain a complete confirmation across the engager and the relevant parties recruiting, introducing or supplying labour.
- Every material arrangement, party, route and population must support the confirmation. Satisfactory parts cannot offset a prohibited or unresolved part; separate genuinely distinct populations or select No.
- Known prohibited involvement, an unresolved material concern, an unconsidered part of the arrangement, incomplete responsibility or scope, or insufficient information mean No.
- Organisation-level statements, procurement checks and reporting do not substitute for this engagement-specific confirmation. WEQF does not determine whether an offence has occurred.

Source references

CSU-CHAIN-14

Modern Slavery Act 2015, including section 54 (ss 1-3)

CSU-CHAIN-15

Home Office, Transparency in supply chains: a practical guide

CSU-CHAIN-16

Human Trafficking and Exploitation (Scotland) Act 2015 (ss 1 and 4)

Handling personal information

Companion explanation

Engagements often require personal data to be collected from an individual, shared between parties or used to administer the work. Before that happens, the responsible parties must identify the requirements applying to their actual handling and establish arrangements that are lawful, fair, transparent and secure. This can include establishing why information may be used, what the individual must be told, who may receive it and how it will be protected. Exact responsibilities depend on the facts and relationships. WEQF does not allocate legal data-protection roles, inspect the arrangements or certify compliance.

Examples

For example, identity or payment information should not be collected, or worker details shared with another party, before the applicable arrangements are in place.

Boundaries and qualifications

- Consider the responsible parties, material personal-data flows and the requirements applying to the actual handling. There is no

separate N/A; a properly inapplicable requirement does not prevent Yes.

- The required arrangements must be in place before the relevant information is collected, shared or used. The timing follows the information handling, which may begin before the work.
- The confirmation must cover every party whose handling is material to the engagement and every applicable data flow and population. Otherwise separate the populations or select No.
- Unresolved requirements or responsibility, missing, late or unresolved arrangements, handling before those arrangements are in place, or insufficient information mean No.
- The Evidence grade concerns record formation, access and traceability. It does not establish data-protection compliance or replace this prerequisite.

Source references

CSU-DATA-01

Data Protection Act 2018, UK GDPR, Data (Use and Access) Act 2025 and ICO employment information guidance (UK GDPR arts 5, 6, 12-14, 24 and 32)

Access to engagement documents and updates

Companion explanation

Different duties can require updated documents, copies or access to referenced rules, pension information or personal engagement data. Each duty keeps its own legal conditions and timing.

A change or request need not have occurred before Yes can be selected. The responsible parties must still have the arrangements needed to meet applicable duties as they arise. An outstanding request still within its legal response period is not automatically a failure, provided all applicable requirements are being met. WEQF records the declaration; it does not inspect the documents or certify compliance.

Examples

For example, an employment business supplies a revised Key Information Document when the legal duty is triggered, within the required deadline. Separately, a business responds on time to a request for personal engagement data, providing what the person is entitled to receive and applying only lawful restrictions.

Boundaries and qualifications

- Requirements depend on the arrangement, document, data and event. Personal-data access can apply independently of employment status. There is no separate N/A; a properly inapplicable duty does not prevent Yes.
- In Planned mode, arrangements must be in place from commencement and meet duties at their legal times. In Ongoing mode, duties already due must be satisfied, with arrangements for continuing access and later updates or requests.

- Apply only lawful extensions, reasonable and proportionate searches, exemptions and refusal grounds. Give every explanation or other response required by law.
- Reasonable access or copies can meet the particular duty. A permanent portal, one combined archive and access to every complete business document are not required.
- Obtain a complete confirmation from all parties whose duties are material, including any responsible employer, employment business, pension-related party or personal-data holder. Every applicable case must satisfy the rule; otherwise separate the populations or select No.
- Unconsidered duties or responsibility, missing arrangements, unmet, overdue or unresolved requirements, an unresolved basis for restricting access, or insufficient information mean No.
- Initial pre-work information is covered by Q02, broader personal-data handling by Q12 and correction by Q14. Additional information quality and Evidence record arrangements are assessed separately.

Source references

CSU-CORE-01

Employment Rights Act 1996 (ss 2(2)-(3), 3 and 4)

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (regs 13A(8), 13A(15)-(17) and 14(5))

CSU-BEN-01

Pensions Act 2008, Employers' Duties (Implementation) Regulations 2010, Automatic Enrolment Regulations 2010 and Pensions Regulator guidance

Q13 continues on the next page.

Q13 / Q-C-014 - continued

Prerequisites

Access to engagement documents and updates

Source references - continued

CSU-DATA-01

Data Protection Act 2018, UK GDPR, Data (Use and Access) Act 2025 and ICO employment information guidance (UK GDPR arts 12, 12A and 15)

Correcting engagement records

Companion explanation

Personal engagement records contain information about an identifiable person, such as their recorded hours, Pay, agreed terms or Provisions. The responsible business must take the reasonable steps required to keep that information accurate and deal with errors and correction requests. These duties can apply to personal data about self-employed individuals as well as employees and workers within WEQF's supported commercial engagements.

No error or request need already have arisen before Yes can be selected. The arrangements must be ready to meet the applicable duties when needed. A request still within its legal response period does not automatically require No, but the business must still act without unnecessary delay. The deadline is not permission to leave a confirmed error unresolved. WEQF records the declaration; it does not check the records or certify compliance.

Examples

For example, a temporary worker asks a business to correct a weekly hours record showing 24 hours when the approved timesheet shows 32. The business checks the record, corrects it without unnecessary delay and replies to the worker. It also informs the employment business to which it sent the incorrect record. This illustrates required correction and notification where no legal exception applies.

Boundaries and qualifications

- Personal-data duties apply within the legislation's scope; an employment-status label does not decide applicability. There is no separate N/A; a properly inapplicable duty does not prevent Yes. Non-personal business records and wider optional services are outside this item.
- Complete incomplete personal data as required for its purpose, including a supplementary statement where appropriate. A disputed opinion does not automatically require amendment. Correcting a record does not determine Pay entitlement or resolve a wider contractual dispute.
- Recognise verbal and written requests without requiring a formal grievance. Replies must be without undue delay and normally within one month of the lawful starting point; any permitted extension requires the relevant notice.
- The article 12A(5) further-information pause applies to access requests, not as a general pause for investigating correction requests. Identity checks, fees, exemptions and refusals need a lawful basis. Give required reasons and information about complaint and judicial remedies when action is refused or not taken.
- Notify recipients as article 19 requires, subject to its exception where notification proves impossible or would involve disproportionate effort. Tell the individual about those recipients if asked.
- In Planned mode, arrangements must be in place from commencement and meet duties when they arise. In Ongoing mode, duties already due must be met, with arrangements for later errors and requests.
- Obtain a complete confirmation across the responsible data controller and other parties whose duties are material. Every applicable case must satisfy the rule; otherwise separate the populations or select No.
- Unconsidered duties or responsibility, missing arrangements, an unmet or unduly delayed correction, reply or notification, an unresolved legal basis for an exception, or insufficient information mean No.

Q14 continues on the next page.

Q14 / Q-C-015 - continued

Prerequisites

Correcting engagement records

Source references

CSU-DATA-01

Data Protection Act 2018, UK GDPR, Data (Use and Access) Act 2025 and ICO employment information guidance (UK GDPR arts 5(1)(d), 12, 12A, 16 and 19)

Business or service transfers

Companion explanation

Certain business transfers and service provision changes may fall within TUPE. Whether it applies depends on the actual event, working relationships and surrounding facts, so the responsible parties must first assess possible applicability. Where TUPE applies, required steps can concern preserving protected arrangements, transferring employment or required information, informing affected people and undertaking required consultation. If the circumstances have been properly considered and no TUPE transfer requirement applies, Yes may still be selected. A Yes answer does not assert that TUPE applies, and WEQF does not decide TUPE coverage or certify compliance.

Examples

Examples may include a business changing hands or responsibility for providing a service moving between organisations.

Boundaries and qualifications

- Assess the actual event, relationships and facts. There is no separate N/A; properly established non-applicability can support Yes.

- Where TUPE applies, Yes requires confirmation that every required preservation, transfer, information and consultation step has been or will be addressed at its required time.
- Obtain a complete confirmation across the parties involved. Every material transfer, service provision change, affected population and required step must satisfy the rule; otherwise separate the populations or select No.
- An unconsidered possible transfer or change, unresolved applicability or responsibility, an absent, late or unresolved required step, or insufficient information mean No.
- Mandatory transfer duties remain within this prerequisite. Additional continuity or consultation features do not substitute for them or earn points merely by meeting them.

Source references

CSU-CORE-08

Transfer of Undertakings (Protection of Employment) Regulations 2006 (regs 4-7, 11 and 13)

Protection against unfair dismissal

Companion explanation

Before dismissing a person, the employer needs to consider the protections that apply to them. Where unfair dismissal protection applies, paying notice or giving a reason does not by itself establish that the dismissal is fair. The reason and the way the decision is reached both matter. Some reasons are prohibited even where the person has not completed the usual qualifying service.

No actual dismissal is needed to answer this question. A separate document called an unfair dismissal policy is not required for this prerequisite. The confirmation concerns the arrangements and applicable duties, rather than the title of a policy. WEQF does not decide whether a dismissal is legally fair or whether a claim would succeed.

Examples

For example, an employer considering dismissal for alleged misconduct of an employee with three years of continuous service has arrangements to investigate the facts, explain the allegation, hear the employee's response and consider a fair outcome. The arrangements also cover applicable accompaniment, appeal and written-reasons requirements. A notice-pay arrangement alone would not provide this confirmation.

In a temporary arrangement, a client asks for a person to be removed from an assignment. The employing business checks whether only that assignment is ending or whether it is also considering ending the person's employment. If dismissal is being considered, the employer addresses the applicable protections and process. The length of that particular assignment does not establish the person's total continuous employment.

Boundaries and qualifications

- Consider the actual employment relationship, responsible employer, continuous service and applicable rights. Permanent, Temporary, agency, zero-hours or self-employed labels do not establish entitlement or its absence. There is no separate N/A; a properly inapplicable protection does not remove other applicable duties.
- The reason, process and written-reasons requirements each apply where legally required. Written reasons retain their own qualifying conditions, request rules and deadlines. The Acas Code informs relevant cases; it is not a universal checklist, and a departure does not automatically establish a legal breach.
- In Planned mode, arrangements must be in place from commencement. In Ongoing mode, they must cover the assessed period and all actions already due must have been taken on time. Address each applicable dismissal step when it is required.
- A pending investigation, appeal or unfair-dismissal allegation does not itself establish failure. It cannot excuse an unmet duty or turn unresolved information into confirmation.
- In a supply chain, dismissal obligations remain with the legal employer. A client's request to end an assignment does not by itself determine whether employment ends or who the employer is.
- Every material person, employer and applicable duty must support the confirmation; otherwise separate the populations or select No. Unconsidered requirements, responsibility or service, missing or late required action, or insufficient information mean No.

Q16 continues on the next page.

Protection against unfair dismissal

Boundaries and qualifications - continued

- This prerequisite does not promise job retention, a successful appeal or compensation. Notice, severance and the additional quality of complaint or support arrangements are assessed separately.

Source references

CSU-CORE-01

Employment Rights Act 1996 (ss 92, 94-95, 98 and 108; applicable automatically unfair dismissal provisions, including ss 99, 100, 103A and 104)

CSU-VCR-01

Trade Union and Labour Relations (Consolidation) Act 1992 and Employment Relations Act 1999 (1992 Act ss 152 and 207; other applicable union dismissal protections)

CSU-VCR-04

Acas, Code of Practice on disciplinary and grievance procedures (effective 11 March 2015)

CSU-CORE-02

Employment Rights Act 2025 (commencement watch only)

Q17 / Q-S-001

AOC-01 / Engagement identity and clarity

Knowing who handles what

Companion explanation

The individual should be able to understand who is responsible and whom to approach: who their work agreement is with, who pays them, who handles benefits and protections such as holiday or sickness arrangements, who directs the work, and who deals with problems. The provision improves when that explanation covers every part and gives usable contacts. The number of organisations involved does not determine the answer.

The measure is the completeness and usability of the explanation before acceptance. It does not assess pay or benefit generosity, complaint outcomes or recordkeeping quality.

Choosing an answer

Select the highest position fully supported across the assessed scope.

Position	What distinguishes it
1	A best effort is made to explain all five responsibilities, but a complete explanation before acceptance is not guaranteed.
2	All five responsibilities are clearly explained before acceptance. Usable contacts are provided on a best-effort basis, but a contact for every part is not guaranteed by then.
3	All five responsibilities and a usable contact for every part are clear before acceptance.

Examples

Position 1 - Temporary | Temporary: For a four-week assignment, a best effort is made to explain all five responsibilities before

acceptance. The allocation of responsibility for putting problems right is still being clarified, and a complete explanation before acceptance is not guaranteed. Select position 1; mandatory-information duties still apply.

Position 2 - Permanent | Permanent: Before acceptance, every responsibility is clearly explained for a six-month role. A best effort is made to identify usable contacts, but a contact for benefits and protections is not guaranteed before acceptance. Select position 2.

Position 3 - Temporary | Temporary: Before accepting a six-week assignment, the individual is told that the umbrella company handles the work agreement, pay and benefits; the hirer handles work instructions and workplace protections; and the agency coordinates putting problems right with the responsible parties. Usable contacts are provided for every part. Select position 3.

Boundaries and qualifications

- Mandatory information duties still apply. The before-acceptance test is a WEQF quality criterion; it is not a universal statutory deadline.
- Existing terms, emails, discussions and contacts count. One contact can cover several responsibilities; a separate responsibility-map document is unnecessary.
- An accurate explanation of a self-directed function or an optional benefit that is not provided can resolve responsibility. It cannot remove mandatory rights.
- Best effort must describe a genuine provision or commitment. Unknown arrangements do not automatically qualify for position 1, and higher positions do not require a separate legal warranty.
- Assess the complete explanation received, including contributions from other parties. Use the weakest fully supported position

Q17 continues on the next page.

Q17 / Q-S-001 - continued

AOC-01 / Engagement identity and clarity

Knowing who handles what

Boundaries and qualifications - continued

across the assessed scope, or assess different arrangements separately.

- Planned mode concerns the provision committed for acceptance. Ongoing mode concerns the current provision intended to continue; identify the relevant acceptance. This is not a retrospective audit.

Source references

CSU-CORE-01

Employment Rights Act 1996 (ss 1-4)

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (regs 13A-15 and 20)

CSU-CHAIN-03

Agency Workers Regulations 2010 and official guidance (reg 14)

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards (rules 15, 20 and 22-24)

Q18 / Q-S-002

AOC-01 / Engagement identity and clarity

Knowing what work is agreed

Companion explanation

This asks whether the individual can understand the work they are accepting and the commitments it involves. A description might identify the duties, workplace and hours, yet leave uncertainty about whether a different work location, timetable or way of doing the work is allowed. The strongest position makes the requirements and any choices clear. It can describe a fixed shift just as well as a project with freedom over when and how the work is done.

This measures the clarity of the work and commitments before acceptance. Guaranteed hours or income, advance schedule notice, pay or benefit generosity, cancellation or termination protection, and the amount of autonomy are assessed separately.

Choosing an answer

Select the highest position fully supported across the assessed scope.

Position	What distinguishes it
1	A best effort is made to explain the work, location, working times and duration before acceptance, but a complete explanation is not guaranteed.
2	Before acceptance, the work, location, working times and duration are explained. A best effort is made to clarify which requirements are fixed, what can vary and who decides, but a complete explanation of these details before acceptance is not guaranteed.

Position	What distinguishes it
3	Before acceptance, the work, location, working times and duration are explained, including which requirements are fixed, what can vary and who decides.

Examples

Position 1 | Temporary: Before acceptance of a four-week engagement, a best effort is made to describe the work, location, working times and duration. The intended duties remain partly undefined, and a complete explanation before acceptance is not guaranteed. Select position 1; mandatory-information duties still apply.

Position 2 | Permanent: Before acceptance, a six-month role specifies the administrative duties, office, hours and duration. A best effort is made to explain an offered element of flexibility, but a complete explanation of what can vary and who decides before acceptance is not guaranteed. Select position 2.

Position 3 | Permanent: Before acceptance, an ongoing warehouse role specifies picking and packing at a named depot, Monday to Friday, 9am-5pm. The duties, depot and timetable are explained as fixed requirements, with no routine variation offered. Select position 3.

Boundaries and qualifications

- Mandatory information duties and applicable contractual requirements still apply. The before-acceptance test is a WEQF quality criterion, not a universal statutory deadline. A low answer does not excuse missing mandatory information.
- Work can mean duties or an agreed result. Working times may be hours or a completion deadline; duration may be ongoing work, an end date or a completion point.

Q18 continues on the next page.

Knowing what work is agreed

Boundaries and qualifications - continued

- A clearly fixed arrangement can meet position 3. Where choices are offered, their limits and who decides must be clear. A blanket variation clause that leaves the commitment undefined does not establish full clarity; every individual task need not be prescribed in advance.
- Existing accurate terms, job descriptions, briefs, emails or discussions count. A generic description counts where it accurately governs the actual work; a new document is unnecessary for unchanged work.
- Best effort must describe a genuine provision or commitment. Unknown arrangements do not automatically qualify for position 1, and higher positions do not require a separate legal warranty.
- Assess the complete explanation from all contributing parties before each engagement

or assignment is accepted. Generic onboarding cannot fill gaps in a materially different assignment. Use the weakest fully supported position across the scope, or assess different arrangements separately.

- Planned mode concerns the specified provision intended for acceptance. Ongoing mode concerns the current provision intended to continue; identify the relevant acceptance. This is not a retrospective audit.

Source references

CSU-CORE-01

Employment Rights Act 1996 (s 1)

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (regs 18-21)

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards (rules 17 and 20)

Q19 / Q-S-003

AOC-02 / Work and income security

Guaranteed paid work

Companion explanation

This asks how much paid work the individual can rely on being provided. A business may expect to offer 30 hours each week but guarantee only 16. That provides some certainty, while leaving 14 hours dependent on further offers. If the normal 30 hours are all guaranteed, the commitment covers the full normal workload. The same distinction can be applied to shifts or a defined assignment.

This concerns paid work committed in the first place. Q20 covers schedule notice; Q21 covers pay protection when scheduled work changes; Q22 covers service credit; and Q23 covers notice or pay when the engagement ends. A schedule or a cancellation payment does not, by itself, establish a minimum-work guarantee.

Choosing an answer

Compare the firm minimum with the normal workload the engagement is designed to provide. Select the highest position fully supported across the assessed scope.

Position	What distinguishes it
1	Paid work is offered as needed, without a guaranteed minimum of hours, shifts or assignments.
2	A minimum amount of paid work is guaranteed, but some of the normal hours, shifts or assignments still depend on further offers.
3	The full amount of normal paid work is guaranteed, whether this means regular hours, a set of shifts or an agreed assignment.

Examples

Position 1 | Temporary: An ongoing casual arrangement offers shifts when needed and guarantees no minimum work. Select position 1.

Position 2 | Permanent: A six-month role is designed around 30 hours each week, but only 16 paid hours are guaranteed; the remaining 14 depend on further offers. Select position 2.

Position 3 | Permanent: An ongoing part-time role guarantees its normal 20 paid hours each week. Occasional additional overtime is genuinely optional. Select position 3.

Boundaries and qualifications

- Identify the normal workload independently of the guarantee. Exclude genuinely optional extra work and a wish for more hours; ordinary expected work does not become optional merely because it is labelled overtime or is unguaranteed. No minimum number of hours, contract duration or percentage band is imposed.
- Paid hours, shifts, availability or a defined commissioned result can count. A salary attached to defined work can establish a commitment; salary, employment status, duration and Permanent/Temporary category alone do not determine the answer. Income-only guarantees fall outside this measure, without implying that the income benefit is absent.
- Assess the firm commitment reaching the individual through the complete arrangement. A buyer's forecast, past offers or a promise to an intermediary does not itself establish that commitment.
- Use the normal recurring work cycle or the whole defined assignment. Do not choose a busy week or one accepted shift from an otherwise unguaranteed ongoing arrangement. Ordinary performance and availability conditions can apply; a work

Q19 continues on the next page.

Q19 / Q-S-003 - continued

AOC-02 / Work and income security

Guaranteed paid work

Boundaries and qualifications - continued

guarantee does not promise renewal, work beyond the agreed scope or immunity from lawful termination.

- Planned mode uses the specified commitment intended from the start and during the declared period. Ongoing mode uses the current commitment intended to continue. For a common population, use the lowest position supported for everyone or assess different arrangements separately; do not average hours.
- Clarify an unknown minimum, normal workload or assessment period. Missing information is not proof of no guarantee and does not create an N/A option. Position 1 requires no contrary work commitment or applicable requirement; work already promised and other legal or contractual rights must still be honoured.
- Exclusivity protections concern access to other work, not guaranteed hours. Scottish procurement requirements apply within their scope; Fair Work and Measuring Good Work inform the quality criteria. The Employment Rights Act 2025 guaranteed-hours measures are cited for monitoring, not as an operative general entitlement at the reference date.

Source references

CSU-CORE-02

Employment Rights Act 2025 (future guaranteed-hours measures; monitoring context only)

CSU-CORE-03

DBT, Plan to Make Work Pay and Employment Rights Act: timeline update (updated 25 August 2026; monitoring context only)

CSU-CORE-07

Exclusivity Terms in Zero Hours Contracts (Redress) Regulations 2015 and Exclusivity Terms for Zero Hours Workers (Unenforceability and Redress) Regulations 2022

CSU-SCO-02

Scottish Government, Procurement Reform Act statutory guidance, including Fair Work First (Procurement Reform (Scotland) Act 2014 statutory guidance)

CSU-SCO-03

Scottish Government, SPPN 1/2024: Fair Work First implementation and current Fair work practices procurement guidance (Annex B)

CSU-SCO-05

Fair Work Convention, Fair Work Framework

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group (security dimension)

Q20 / Q-S-004

AOC-02 / Work and income security

Notice of work and schedule changes

Companion explanation

This asks how much time the individual has to plan around work. The notice must identify the actual work times and required location. A rota issued four weeks ahead provides limited planning certainty if the business can change it with only two days' notice. In that case, the two-day minimum determines the answer.

A fixed timetable counts as advance notice; a new rota is not required every week. Consider when the individual receives the timetable and what notice applies to significant changes. For a new engagement, include notice of the first required work. A short assignment can reach position 5 if its work is confirmed at least 28 days ahead and significant changes receive that notice.

Choosing an answer

Use the shortest committed notice across initial work times, required locations and significant business-initiated changes. Days are calendar days; 24 hours means a full 24 hours.

Position	What distinguishes it
1	Work times, locations and changes are arranged without a minimum notice period, or with less than 24 hours' minimum notice.
2	The minimum notice for work times, locations and changes is at least 24 hours but less than 7 days.
3	The minimum notice for work times, locations and changes is at least 7 days but less than 14 days.

Position	What distinguishes it
4	The minimum notice for work times, locations and changes is at least 14 days but less than 28 days.
5	The minimum notice for work times, locations and changes is at least 28 days.

Examples

Position 1 | Temporary: Casual cover shifts are offered when needed, sometimes only two hours before they start, with no minimum notice promised. Select position 1.

Position 2 | Permanent: An ongoing role receives its rota 28 days ahead, but work times or locations can be changed with a minimum of 48 hours' notice. Select position 2.

Position 3 | Permanent: An ongoing shift role provides at least 7 days' notice of work times, locations and significant changes. Seven days is the shortest notice committed. Select position 3.

Position 4 | Temporary: A four-week assignment confirms its work times and location 14 days before it starts. Significant changes also require at least 14 days' notice. Select position 4.

Position 5 | Permanent: An ongoing Monday-to-Friday role has a fixed timetable and workplace known months ahead. The business commits to at least 28 days' notice of significant changes. Select position 5.

Boundaries and qualifications

- Include required days, start and finish times, locations, attendance windows and externally imposed deadlines. Significant changes include relocation and cancellation while the engagement continues. Immaterial

Q20 continues on the next page.

Q20 / Q-S-004 - continued

AOC-02 / Work and income security

Notice of work and schedule changes

Boundaries and qualifications - continued

corrections and the individual's own scheduling choices or requested swaps are excluded.

- Count from usable confirmation reaching the individual, not an intermediary, to the first required work or earliest affected point. If work moves earlier or later, use the earlier affected point of the original and revised schedule; for cancellation, use the original start. Calendar days include weekends; a week is seven days.
- Include notice of the first required work in a new engagement. Fixed timetables count without weekly reissue, but any shorter permitted change notice determines the answer. Publishing an early rota or offering cancellation pay does not lengthen that minimum.
- For self-organised work, assess externally required deadlines, meetings, attendance or location. If none exists, clarify the scope and completion position; this is not automatically the highest answer or N/A. A business offer at short notice remains short notice even when the individual can decline.
- Planned mode assesses the concrete arrangement intended from the start and during the declared period. Ongoing mode assesses the current provision intended to continue. Across a common population, use the lowest supported band or assess different arrangements separately; do not average notice or select a best-case rota.
- Unknown notice is not a declaration that no minimum exists. A missing written policy does not negate a known operative minimum.

Clarify both initial confirmation and change rules before answering.

- The bands are WEQF quality criteria. Honour any longer contractual, collective or sector-specific obligation and other applicable duties; position 1 does not excuse unlawfully changing agreed terms. Scottish Fair Work procurement material is scoped, and the Employment Rights Act 2025 scheduling measures remain monitoring context at the reference date.
- Guaranteed work, cancellation pay and notice of the engagement ending are assessed separately in Q19, Q21 and Q23. Category, status, assignment length and freedom to choose work do not themselves determine the notice band.

Source references

CSU-CORE-02

Employment Rights Act 2025 (future work-scheduling measures; monitoring context only)

CSU-CORE-03

DBT, Plan to Make Work Pay and Employment Rights Act: timeline update (updated 25 August 2026; monitoring context only)

CSU-SCO-02

Scottish Government, Procurement Reform Act statutory guidance, including Fair Work First

CSU-SCO-03

Scottish Government, SPPN 1/2024: Fair Work First implementation and current Fair work practices procurement guidance

CSU-SCO-05

Fair Work Convention, Fair Work Framework

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group

Q21 / Q-S-005

AOC-02 / Work and income security

Pay protection when scheduled work changes

Companion explanation

This question asks what happens financially after work has already been agreed-for example, when a booked shift is cancelled, an eight-hour shift is reduced to four hours, or work is moved to a time the individual cannot attend.

A separate cancellation-payment policy is not essential. An arrangement that preserves the individual's full normal pay can provide the protection through its ordinary pay terms.

Choosing an answer

Assess business-initiated changes notified less than 28 calendar days before the affected work, while the wider engagement or assignment continues. Select the highest position wholly supported.

Position	What distinguishes it
1	Payment follows the work carried out. There is no guaranteed payment to replace earnings lost when agreed work is cancelled, shortened or moved.
2	Some pay protection is guaranteed when agreed work is cancelled, shortened or moved, but limits apply to the amount paid or the changes covered. Full pay is not guaranteed for every change.
3	Full pay is protected when agreed work is cancelled, shortened or moved, through continued normal pay or a payment replacing all the earnings lost.

Examples

Position 1 | Temporary: A casual arrangement pays for hours worked and promises no payment for earnings lost through cancellation, shortening or rescheduling. That describes position 1, subject to any payment obligations applying to the arrangement.

Position 2 | Permanent: A qualifying employee's contract permits unpaid lay-off. Statutory guarantee pay covers eligible workless days, but the arrangement does not protect full earnings across cancellations, shortened shifts and rescheduling. That describes position 2.

Position 3 | Permanent: An ongoing salaried role continues the individual's full normal pay when the business cancels, shortens or moves scheduled work. That describes position 3.

Boundaries and qualifications

- Protect the agreed earnings for the affected work, including agreed shift premiums. The underlying pay rate earns no extra credit. Continued normal pay and guaranteed compensation count; where moving work leaves full pay unchanged, no additional payment is needed solely because the timetable changed.
- For rescheduling, measure notice to the earlier affected point of the original and revised schedule. Changes notified 28 days or more ahead, individual-requested changes, wasted travel, childcare and other incidental costs are outside this measure. The 28-day period is a WEQF criterion, not a universal statutory rule.
- Position 2 includes limits on amount, events, eligibility or days covered. Full payment only for cancellations within 24 hours, with none seven days ahead, is incomplete protection across this reference period. Position 3

Q21 continues on the next page.

Pay protection when scheduled work changes

Boundaries and qualifications - continued

requires full earnings protection across all changes assessed here.

- A discretionary payment or offer of replacement shifts does not itself guarantee earnings. Assess protection reaching the individual across the complete arrangement, including employer, buyer, agency or intermediary contributions.
- Statutory guarantee pay concerns qualifying employees and eligible whole workless days, subject to eligibility and payment limits. It is not a general right to full cancellation pay. Employees ordinarily retain full pay during lay-off or short-time working unless a valid arrangement permits reduced or unpaid working. Include applicable contractual rights; position 1 cannot be used to disregard a payment obligation.
- Clarify actual payment commitments and eligibility. Saying "statutory payments where applicable" does not establish protection for someone who cannot qualify. Unknown arrangements are not no-protection answers or N/A; salary, duration and category alone do not determine the result.
- Planned mode concerns protection during the declared engagement; Ongoing mode concerns current protection intended to continue. Past cancellation frequency is not the measure. Use the highest position true for everyone in a common population, or assess

different arrangements separately; do not average protection.

- Ending the whole engagement or substantive assignment falls under Q23; the same event must not receive duplicate credit. Scottish procurement material is scoped. The Employment Rights Act 2025 short-notice/cancellation measures are monitoring context at the reference date, not an operative general payment entitlement.

Source references

CSU-CORE-01

Employment Rights Act 1996 (Part III, ss 28-35)

CSU-CORE-02

Employment Rights Act 2025 (future short-notice/cancellation measures; monitoring context only)

CSU-CORE-03

DBT, Plan to Make Work Pay and Employment Rights Act: timeline update (updated 25 August 2026; monitoring context only)

CSU-SCO-02

Scottish Government, Procurement Reform Act statutory guidance, including Fair Work First

CSU-SCO-03

Scottish Government, SPPN 1/2024: Fair Work First implementation and current Fair work practices procurement guidance

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group

Q22 / Q-S-006

AOC-02 / Work and income security

Keeping service credit when work continues

Companion explanation

Some pay and benefits depend on how long someone has worked—for example, a service-related pay increase, company sick pay after a waiting period, or extra holiday after several years. This question asks whether the person keeps the qualifying time and access they have built up when the working relationship continues.

If eight qualifying weeks are preserved during a break, the next week worked builds on those eight weeks. Starting again from zero would be a reset. Whether the break itself must also count depends on the relevant legal or contractual rules. This question measures preservation of previous credit; it does not require every non-working day to add new credit.

Choosing an answer

Select the highest position wholly supported for all relevant service-based pay and benefits within the assessed continuing arrangement. Count completed and partly completed qualifying periods and eligibility already earned.

Position	What distinguishes it
1	Pay and benefits, such as extra holiday or company sick pay, are assessed afresh for each renewal, assignment or return after a temporary break, without credit for time worked previously.
2	Previous time is carried forward only partly—for example, towards extra holiday but not company sick pay, or only across shorter breaks. Some qualifying time or benefit eligibility can restart.

Position	What distinguishes it
3	Time already worked counts towards all service-based pay and benefits, such as extra holiday or company sick pay, through renewals, successive assignments and temporary breaks. Qualifying time and eligibility already built up are preserved.

Examples

Position 1 | Temporary: A genuinely self-employed individual takes repeat short commissions from the same business client. Fees and any optional benefits are agreed separately for each commission, with no service credit carried forward. This describes position 1, subject to the lawful-application conditions below.

Position 2 | Temporary: Previous assignments count towards a service-related pay increase, but the three-month wait for an optional loyalty award restarts on each assignment. This describes position 2.

Position 3 | Permanent: An ongoing role keeps the original service date for all service-based pay and benefits. Ordinary temporary breaks do not remove previous qualifying time or require the person to qualify again. This describes position 3.

Boundaries and qualifications

- Assess substantially the same work with the same employer or engager, including ordinary continuous service, renewals, successive assignments and temporary gaps in the actual or intended working pattern. A separate renewal policy is unnecessary. There is no

Q22 continues on the next page.

Keeping service credit when work continues

Boundaries and qualifications - continued

universal gap-length threshold; applicable legal and contractual limits still govern.

- Credit must affect the individual's actual service recognition or benefit eligibility across the complete arrangement. A stored start date or possible discretionary recognition is insufficient if the party administering the benefit does not carry the credit forward.
- Position 2 covers retention limited to particular benefits, part of previous service or particular breaks. Position 3 preserves all relevant previous qualifying time and earned eligibility; a lawful pause in adding new time can still qualify. Preserve credit for absences where the law or contract requires it.
- Statutory continuity may support position 2 or 3 according to the protection it actually provides. Employee, fixed-term and agency-worker rules have their own conditions; neither a category label nor renewal alone establishes legal status or permits service to restart.
- For the position 1 example, the facts must establish genuine business-to-business self-employment, not employee or agency-worker status: a label or tax treatment alone is insufficient. No statutory or contractual continuity right may be displaced, and all sums and benefits already earned remain honoured.
- If no service-based right, benefit or carry-forward commitment can be identified, clarify the facts; do not assume full protection

because there appears to be nothing to reset. Missing information is not no protection or N/A.

- Planned mode assesses retention from the start and during the declared period; Ongoing mode assesses current recognition intended to continue. Compare credit and eligibility before and after the renewal or interruption. Use the weakest position supported across a common population, or assess different arrangements separately; do not average recognition.
- This measures retained credit, not benefit generosity, pay or continued benefit payments during gaps, future work, renewal or a permanent contract. Unrelated new work and changes of employer, engager or service provider are outside this question; applicable mandatory transfer duties remain under Q15.

Source references

CSU-CORE-01

Employment Rights Act 1996 (ss 210-219)

CSU-CORE-06

Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (regs 3-5 and 8-9)

CSU-CHAIN-03

Agency Workers Regulations 2010 and official guidance (regs 7-9 and 3(2); official guidance sections 1 and 3)

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group (security dimension)

Q23 / Q-S-007

AOC-02 / Work and income security

Notice or pay when the engagement ends

Companion explanation

This question measures the time the individual has to prepare for the work ending, or the pay guaranteed in place of that time. Notice may be worked, taken as paid garden leave, replaced by pay, or partly worked and partly replaced by pay.

For example, 2 weeks' notice followed by 2 weeks' replacement pay provides 4 weeks of protection. Four weeks' notice with normal pay during those same 4 weeks counts once. For a fixed cash payment, establish how many weeks of normal gross pay or fees it replaces. Exclude wages already earned and separate redundancy or severance payments.

Choosing an answer

Use the shortest guaranteed notice or full-pay-equivalent period the responsible party may choose, after applying actual statutory and contractual rights. Include probation and service-related limits.

Position	What distinguishes it
1	The engagement can end without a guaranteed notice period or payment in place of notice.
2	Some notice or pay instead is guaranteed, covering less than 1 week.
3	The individual is guaranteed at least 1 week but less than 4 weeks' notice, or pay for that period instead.

Position	What distinguishes it
4	The individual is guaranteed at least 4 weeks but less than 12 weeks' notice, or pay for that period instead.
5	The individual is guaranteed at least 12 weeks' notice, or pay for that period instead.

Examples

Position 1 | Temporary: An agency assignment can end immediately under its agreed terms, with no notice or replacement payment. The individual is not an employee and has no applicable notice entitlement. This describes position 1.

Position 2 | Temporary: An assignment guarantees 2 calendar days' notice, or the pay for those 2 days if it ends immediately. This describes position 2.

Position 3 | Temporary: An eight-week assignment guarantees 1 week's notice or 1 week's pay if the business ends it early. This describes position 3.

Position 4 | Permanent: An ongoing role guarantees 1 calendar month's notice or 1 month's pay instead. This describes position 4.

Position 5 | Permanent: An ongoing role guarantees 12 weeks' notice or 12 weeks' pay instead. This describes position 5.

Boundaries and qualifications

- Assess a responsible party ending an open-ended engagement, or ending a fixed-term engagement or substantive assignment early. Natural expiry, resignation, genuinely voluntary reductions of notice and

Q23 continues on the next page.

Notice or pay when the engagement ends

Boundaries and qualifications - continued

loss of legal permission to work as a compliance matter are excluded. A known end date alone is not a notice guarantee; silence about early termination is not permission to end without consequences.

- A week is seven calendar days: the bands are zero, more than zero but under 7 days, 7 to under 28, 28 to under 84, and at least 84 days. One calendar month falls in position 4; three calendar months exceed 12 weeks. Count any explicit remaining-term cap at the assessment date, not as a fixed-duration promise throughout the contract.
- Notice must reach the individual. For agency work, assess the substantive assignment ending; notice to close an agency registration or a longer period between businesses does not count unless it gives the individual corresponding protection. Advance warning can count even without guaranteed work or pay, but must not be described as guaranteed income.
- For a lump sum, divide the guaranteed payment by established normal gross weekly pay or fees and record the basis and calculation. Use the contractual or legally applicable basis for variable or new work; do not invent an average, divide by zero or use artificially reduced post-cancellation pay. Partial pay counts only for the shorter full-pay period it replaces.
- Count notice and pay for the same dates once. Combine only successive parts of one promised period. Discretionary gifts, speculative damages, already-earned wages or holiday pay, and separate redundancy or severance payments do not extend this period. Cancellation during a continuing engagement belongs to Q21; no payment receives credit here and again as severance.
- Use the entitlement at commencement for Planned mode or the current effective date for Ongoing mode, including actual qualifying service. Do not anticipate future service thresholds or score past generosity. Where the declared period or population has different levels, use the weaker applicable provision or assess different arrangements separately; do not average notice.
- A narrowly defined serious-cause exception can coexist with a guarantee. A broad immediate-ending right for ordinary business reasons, such as reduced demand, reduces the minimum. This answer does not determine whether a dismissal is lawful.
- Position 1 requires a known absence of notice or equivalent protection after all applicable rights are considered. The agency example depends on actual non-employee status, terms allowing immediate ending and no other applicable entitlement; labels alone are insufficient, and earned sums remain due. Do not use a low position to disregard statutory or contractual protection.
- Clarify unknown terms, eligibility or cash equivalence before answering; a missing clause does not establish position 1 or N/A. Statutory and contractual protection use the same duration bands, so a high position need not exceed the individual's legal minimum. Source duties to state assignment notice do not themselves set a universal period.

Source references

CSU-CORE-01

Employment Rights Act 1996 (s 86)

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (regs 14-15, including reg 15(c))

Q23 continues on the next page.

Q23 / Q-S-007 - continued

AOC-02 / Work and income security

Notice or pay when the engagement ends

Source references - continued

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and
Fair Work Agency licensing standards (rule 15;
licensing standard 7.3)

Q24 / Q-S-009

AOC-03 / Pay treatment and financial exposure

Pay commitment

Companion explanation

This question distinguishes a minimum-only pay commitment from a stronger pay commitment. It assesses pay for the work done. Whether any hours are guaranteed, and when payment arrives, are assessed elsewhere. An agreed salary can establish the pay commitment just as an agreed hourly rate can. The real Living Wage supplies a recognisable upper benchmark for this four-position spectrum; higher pay beyond that benchmark is not divided into further bands here.

Where no statutory wage floor applies, identify any National Minimum Wage or National Living Wage benchmark expressly adopted as a voluntary pay guarantee. Use that identified benchmark for the minimum-wage comparison in the answers and record the voluntary basis alongside the response and Package Profile. If no such guarantee has been adopted, position 1 records the absence of a wage-floor commitment; it does not establish that the actual fee is low. Uncertain facts need clarification before selection.

Choosing an answer

Use the lowest guaranteed pay treatment across the people and ordinary work/pay periods assessed. Compare against the applicable wage floor and the Living Wage Foundation's real Living Wage for the work location; no actual pay figure is entered.

Position	What distinguishes it
1	No commitment to pay at least the applicable minimum wage.
2	A commitment to pay at least the applicable minimum wage, with no higher minimum guaranteed.

Position	What distinguishes it
3	A guaranteed minimum above the applicable minimum wage, but below the real Living Wage.
4	A guaranteed minimum above the applicable minimum wage and at least the real Living Wage.

Examples

Position 1 | Temporary: A genuinely self-employed technical specialist supplies their own services directly to a business for a six-week project. They negotiate a project fee, control how they deliver the work and bear the cost of correcting their own mistakes. On the stated facts, the business is their commercial client, minimum-wage worker coverage does not apply, and no other mandatory wage floor applies. The agreed terms provide no minimum hourly pay guarantee or voluntary wage-floor commitment. Position 1 records that absence; it does not mean that the project fee is low.

Position 2 | Temporary: A zero-hours arrangement guarantees only the applicable minimum wage for hours worked. Position 2. Having no guaranteed hours does not remove its pay commitment.

Position 3 | Temporary: A six-week assignment guarantees hourly pay above the applicable minimum wage but below the real Living Wage. Position 3.

Position 4 | Permanent: An ongoing salaried role guarantees pay above the applicable minimum wage and at least the real Living Wage for its working hours. Position 4. A salary label alone does not establish this.

Q24 continues on the next page.

Pay commitment

Boundaries and qualifications

- A salary, rate or enforceable pay-floor term can establish the commitment without a separate policy or accreditation. Use a sound equivalent comparison covering the assessed work. Discretionary bonuses, optional overtime and hoped-for earnings do not establish a higher minimum.
- Position 3 requires pay strictly above the applicable floor and below the relevant real Living Wage. Position 4 requires pay strictly above the floor and at least the real Living Wage; equality with the wage floor alone is insufficient. Higher pay beyond the upper benchmark remains in position 4.
- Record the reference date, wage-floor basis and edition, whether the comparison is statutory or voluntarily adopted, and the real Living Wage edition and London/UK location basis. Do not choose a voluntary benchmark merely to improve the result. Reassess when pay or benchmark changes alter the band.
- Position 1 records a known absence of the floor commitment, including stated treatment below it; it does not make below-minimum pay lawful for an entitled worker. The example relies on genuine self-employment for a commercial client, no applicable mandatory floor and no adopted voluntary guarantee. Those facts need external support; labels, invoices, tax treatment, duration and the illustrative status indicators are not a complete legal test.
- A fixed project fee alone does not establish an hourly minimum for otherwise unbounded work time. No guarantee can be inferred from a fee label, and the absence of a wage-floor commitment does not establish low actual remuneration.
- Assess pay committed to the individual by the responsible employer, engager or payer, including intermediaries. A buyer's charge rate or agency margin is not the individual's

pay commitment. Underlying minimum-wage calculations must still be sound; separate scoring does not override them.

- Planned mode uses the commitment effective from the intended start and during the stated period. Ongoing mode uses the current commitment intended to continue. Use the lowest supported position throughout the scope or assess genuinely different populations separately; do not average away a lower-paid group.
- Clarify unknown commitments, comparison bases or legal applicability before answering. Missing information is not position 1 or N/A. Category, salary label and agency route do not determine entitlement. A low answer is not itself a legal finding; a higher answer does not certify compliance.
- This measures pay level for work done, separately from guaranteed work, required-time pay, expenses and payment timing. Procurement and Fair Work sources inform the quality criteria within their own scope; they do not create a universal real Living Wage entitlement or prescribe the four WEQF positions.

Source references

CSU-PAY-01

National Minimum Wage Act 1998, National Minimum Wage Regulations 2015 and National Minimum Wage (Amendment) Regulations 2026 (1998 Act, s 1; 2026 rates effective 1 April 2026)

CSU-PROC-08

Cabinet Office, PPN 002: Taking account of social value, including the current Social Value Model and Guide (outcome 1c - fair pay practices)

CSU-SCO-02

Scottish Government, Procurement Reform Act statutory guidance, including Fair Work First (Chapter 5, payment of the real Living Wage and economic operators)

Q24 continues on the next page.

Q24 / Q-S-009 - continued

AOC-03 / Pay treatment and financial exposure

Pay commitment

Source references - continued

CSU-SCO-03

Scottish Government, SPPN 1/2024: Fair Work First implementation and current Fair work practices procurement guidance (SPPN 1/2024 key points; Annex B, payment of at least the real Living Wage)

CSU-WAL-03

Welsh Government, statutory guidance on socially responsible procurement and setting and meeting SRP objectives (paragraphs 1-3 and examples referencing fair work)

Q25 / Q-S-011

AOC-03 / Pay treatment and financial exposure

Pay for required work-related time

Companion explanation

This question asks whether pay covers all the time the individual is required to spend on the work. The same activities count at every position: preparation, handovers, work travel, meetings and training. The difference is a gap in guaranteed pay protection, minimum-pay protection for all relevant time, or normal pay for all required time. Paid working hours, an agreed salary or a fee can already cover the time. Separate payments or higher-than-normal rates are not required for position 3.

Minimum-wage rules determine which time counts and how pay is calculated. They do not always require a separate payment for each activity. Working-time rules provide context but do not create a general right to pay.

Choosing an answer

Choose the highest position fully supported for every assessed person and required activity. Normal pay means the agreed pay basis for the main work; the same activities are assessed at every position.

Position	What distinguishes it
1	Some or all of this required time has no guaranteed pay protection.
2	All of this required time has minimum-wage protection, but normal pay is not guaranteed for all of it.
3	All of this required time is covered by normal pay, within paid hours or through additional payment.

Examples

Position 1 | Temporary: A genuinely self-employed consultant supplies services directly to a business for a six-week project. The main work is paid at an agreed hourly rate. The terms require a separate project-planning meeting but expressly leave it unpaid and outside any paid time allowance. On the stated facts, no minimum-wage entitlement or other duty requires payment for that meeting, and no voluntary minimum-pay guarantee is provided. Position 1.

Position 2 | Temporary: A six-week assignment pays for customer visits. All required work-related time is counted for minimum-wage purposes, with any necessary top-up. Travel between visits is required but is not guaranteed the normal pay rate. Position 2.

Position 3 | Permanent: All required work-related activities take place within agreed paid working hours, including preparation, meetings and training. Salary is unchanged. Position 3. Separate payments for each activity are unnecessary.

Boundaries and qualifications

- Include all required preparation, handovers, work travel, meetings and training, including required activities added during the assessed period. Work travel includes journeys between sites or customer visits; ordinary commuting is outside this question.
- Check the paid hours or agreed scope of a salary or fee. A separate payment is unnecessary for time already funded. Extra required time needs a funded time allowance or additional payment; a salary/fee label or unpaid-extra-hours clause alone does not establish coverage.
- Position 1 requires a known material gap with neither normal-pay funding nor minimum-pay protection. Position 2 requires minimum-pay

Q25 continues on the next page.

Pay for required work-related time

Boundaries and qualifications - continued

protection for all relevant time, with any necessary top-up, but permits some normal-pay gaps. Normal pay for some activities with that backstop for all the rest remains position 2.

- Position 3 covers every required activity at the normal pay basis, even where normal pay equals the applicable minimum wage. It does not require a premium or separate payment for each activity. Q24 assesses pay level; this question assesses which time that pay covers.
- Where no statutory minimum-wage entitlement applies, position 2 requires an expressly agreed equivalent minimum-pay guarantee. Record its benchmark and voluntary basis alongside the response and Package Profile. Full normal-pay coverage can meet position 3 without a separate voluntary guarantee.
- The position 1 example depends on genuine self-employment for a commercial client, expressly unpaid meeting time outside any paid allowance or fee, and no applicable payment duty or voluntary guarantee. Establish those facts; a contractor label, invoice, tax treatment or missing document is insufficient. It does not justify ignoring minimum-wage or other duties.
- Minimum-pay protection does not replace other legal duties. HSE guidance requires employee health and safety training during working hours and without expense to employees. Include the time here while retaining mandatory safety compliance under Q08; meeting a minimum-pay calculation alone does not establish compliance with those duties.

- Assess the funding commitment reaching the individual, whoever pays. A buyer's payment, training budget, informal approval or promise to review funding later does not itself guarantee coverage. Required course fees and travel fares belong to Q26; voluntary further learning belongs to Q66.
- Planned mode concerns funding from the start; Ongoing mode concerns current funding intended to continue. If an activity has not occurred, assess the standing or planned terms that would cover it if required. Use the lowest supported position across people and activities, or assess genuinely distinct populations separately. Clarify unknown terms; no N/A or automatic highest answer follows from an activity's absence.

Source references

CSU-PAY-01

National Minimum Wage Act 1998, National Minimum Wage Regulations 2015 and National Minimum Wage (Amendment) Regulations 2026 (2015 Regulations working-time rules; official DBT calculation guidance)

CSU-PAY-02

Working Time Regulations 1998

CSU-EQS-08

Personal Protective Equipment at Work Regulations 1992, 2022 Amendment Regulations and HSE L25 guidance (HSE INDG345(rev1), page 4, Step 2)

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards

Q26 / Q-S-012

AOC-03 / Pay treatment and financial exposure

Necessary work expenses

Companion explanation

This question asks who bears necessary costs of doing the work. Full repayment removes the final cost from the individual. Direct payment or an adequate expense advance also removes the need to pay first. No particular card, software or finance department is required.

Minimum-wage protection does not promise repayment of every expense. Relevant unreimbursed work costs can reduce the pay counted in the minimum-wage calculation. A person paid above the minimum may bear some costs without their calculated pay falling below it. Other duties may require particular costs to be covered. The legal protection depends on the person and arrangement. The calculation concerns minimum-wage pay, not take-home pay after tax.

Choosing an answer

Choose the highest position fully supported for all necessary, agreed expenses and assessed people. Funding must reach the individual through a usable arrangement.

Position	What distinguishes it
1	Necessary, agreed work expenses are not reimbursed or otherwise funded. No legal cost protection applies to these expenses, and no voluntary minimum-wage guarantee after work costs is provided.
2	Only minimum protection is provided: keeping pay at or above the applicable National Minimum Wage or National Living Wage after relevant work costs, and meeting any specific legal cost duties. No wider reimbursement is committed.

Position	What distinguishes it
3	Reimbursement goes beyond any applicable National Minimum Wage or National Living Wage protection after work costs and any specific legal cost duties. Some necessary, agreed expenses remain unpaid, or full repayment has no clear deadline.
4	All necessary, agreed work expenses are repaid in full by a clear deadline.
5	All necessary, agreed work expenses are covered in full before the individual needs to spend, through direct payment or an advance.

Examples

Position 1 | Temporary: A genuinely self-employed specialist supplies services directly to a business for a six-week project. The terms require travel between the client's sites but expressly leave the specialist to bear those agreed travel costs. No reimbursement or other expense funding is provided. On the stated facts, no minimum-wage or other duty requires this cost protection, and no voluntary minimum-pay guarantee after costs is offered. Position 1.

Position 2 | Either category: Relevant work costs are included in the minimum-wage calculation, with pay topped up if needed to protect the applicable National Minimum Wage or National Living Wage. Any specific legal duties to cover costs are met. No wider reimbursement is promised. Position 2.

Position 3 | Either category: The expense policy guarantees reimbursement beyond any

Q26 continues on the next page.

Necessary work expenses

Examples - continued

applicable minimum-wage and specific legal cost protection. However, a cap on repayment leaves the individual paying part of the cost of necessary, agreed work travel. All applicable minimum protection is still met. Position 3.

Position 4 | Permanent: All necessary, agreed work expenses, including business-travel fares and required course fees, are repaid in full within 10 working days of a complete claim. The individual pays first. Position 4.

Position 5 | Temporary: For a six-week assignment, necessary travel and required courses are booked and paid for directly. Adequate expense advances are available for all other necessary, agreed work costs before the individual needs to spend. Position 5.

Boundaries and qualifications

- Include necessary, authorised work costs such as travel between sites, agreed work-trip costs and required course or assessment fees. Standing terms can authorise expenses. Pay for the time spent belongs to Q25. Ordinary commuting, personal upgrades, optional purchases and general business overheads are outside this scope.
- Position 1 requires known absence of funding and the stated lawful conditions. The example depends on genuine self-employment for a commercial client, express allocation of necessary site-travel costs to the individual, and no applicable cost duty or voluntary minimum-pay guarantee. A contractor label, invoice, tax treatment or short duration does not establish those facts; no applicable duty may be disregarded.
- Position 2 supplies only the minimum-cost backstop and specific applicable cost duties. If no statutory cost floor applies, an equivalent minimum-pay guarantee after costs must be expressly agreed; record the benchmark and

voluntary basis alongside the response and Package Profile. Actual reimbursement or funding can meet positions 3-5 without a separate voluntary guarantee. A general statement of legal compliance alone establishes no expense benefit.

- Position 3 includes a cap or personal share leaving a necessary shortfall, or full reimbursement without a clear deadline, while meeting applicable minimum protection. Position 4 requires an accessible process and full repayment by a definite date or maximum period after a complete claim. Approval steps cannot leave that period's start open indefinitely; 10 working days is an example, not a WEQF rule.
- Position 5 requires full, usable funding before the individual needs to spend. A discretionary advance, personal credit card or advance recovered from ordinary pay is insufficient. Direct funding for some costs and full dated repayment for the rest can meet position 4. Reasonable receipts, authorisation and reconciliation or return of unused advances remain compatible with stronger positions.
- Identify who approves and funds the cost. A buyer reimbursing an agency, a nominal budget or an unused payment facility does not establish funding for the individual. A salary/day rate said to include expenses does not itself prove funding; relabelling ordinary agreed pay as expenses creates no additional benefit.
- Tax relief is not reimbursement, and this question does not promise tax-free payments or calculate take-home pay. Mandatory safety/PPE costs remain under Q08; recruitment, administration, payroll and work-access fees or equivalent compulsory purchases belong to Q27. Allocate each cost by purpose without duplicate credit.
- Use the commitment applying under Planned or Ongoing mode. If no expense is currently

Q26 continues on the next page.

Necessary work expenses

Boundaries and qualifications - continued

due, assess the terms that would apply when one arises. Use the lowest supported position across people and necessary costs, or assess genuinely distinct populations separately. Clarify coverage, claim conditions, deadlines and advance availability; missing information or no recent claim is not absence or N/A.

- The positions assess committed protection, not past repayment performance or legal compliance. Applicable payment and cost duties still apply. Source material on wages, deductions, PAYE and umbrella practice does not create a universal full-reimbursement deadline or advance-funding requirement.

Source references

CSU-PAY-01

National Minimum Wage Act 1998, National Minimum Wage Regulations 2015 and National Minimum Wage

(Amendment) Regulations 2026 (2015 Regulations, reg 13; official calculation guidance)

CSU-CORE-01

Employment Rights Act 1996 (ss 13-27)

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (payment and deduction provisions)

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards (2009 Rules, rules 14-15 and 17)

CSU-CHAIN-06

HMRC, PAYE rules for labour supply chains that include umbrella companies (payments from 6 April 2026)

CSU-CHAIN-07

HMRC, Examples of good practice for umbrella companies

Q27 / Q-S-069

AOC-03 / Pay treatment and financial exposure

Recruitment, administration and payroll costs

Companion explanation

The question assesses how the individual is protected from the costs of securing work and the arrangements used to administer and pay for it. The improvement is from costs attached to the pay or continuing engagement arrangement, to a limited one-off cost of finding the particular work, to no required fee burden. It does not compare the cash value of different charges.

If gross pay is calculated by subtracting costs from assignment income, select position 1. Count the whole pay formula, including any assignment-linked bonus. Costs include umbrella margin, employer National Insurance, employer pension contributions, a levy or holiday-pay allocation taken before gross pay is reached. The rule applies even if the client or agency is invoiced, costs are explained, a minimum basic wage is guaranteed or a later refund offsets a cost. This is WEQF's quality criterion; it does not declare every such calculation an unlawful deduction from wages.

Choosing an answer

Apply position 1 first if either trigger is present: costs taken from assignment income to determine gross pay, or a compulsory in-scope cost beyond the permitted one-off work-finding exception. Otherwise distinguish positions 2 and 3 using the offered gross rate and the only costs the individual may have to meet.

Position	What distinguishes it
1	Gross pay is calculated by taking costs from an assignment rate, or the individual must pay compulsory administration, payroll or work-access costs beyond a separately specified one-off work-finding cost. Such costs count even when collected separately or repaid later.
2	The advertised or offered gross pay rate is preserved. The only cost the individual may have to pay is a permitted, separately specified one-off work-finding cost, with its amount or calculation established before commitment. There are no compulsory charges for administering or continuing the engagement or receiving payment, and no costs are taken from an assignment rate to determine gross pay.
3	The advertised or offered rate is the individual's gross pay rate. The individual does not have to pay any compulsory recruitment, administration, payroll or other work-access fee or tied purchase. Gross pay is not calculated by taking costs from an assignment rate.

Examples

Illustrative arrangement; applicable legal and contractual requirements remain in force.

Position 1 | An umbrella arrangement starts from assignment income and subtracts margin and

Q27 continues on the next page.

Recruitment, administration and payroll costs

Examples - continued

employer costs to determine the worker's gross earnings. The terms and breakdown explain the calculation. Select position 1; disclosure and lawful operation do not remove the WEQF assignment-to-gross criterion.

Position 2 | A performer agrees one commercial booking. A permitted one-off work-finding commission is specified before commitment and billed separately after the offered gross earnings are established. There are no administration, payroll or continuing-access charges and no assignment-to-gross cost reduction. Select position 2.

Position 3 | The individual is offered a gross wage rate and receives it before personal deductions. The employer pays its own recruitment and payroll costs, and the individual pays no required fee or tied purchase. Select position 3.

Boundaries and qualifications

- Compare the advertised or directly offered rate for the same work, unit and pay basis. For genuine self-employment, gross earnings means agreed remuneration before the individual's own taxes and business expenses; it does not imply employee status. Separately identified VAT and unrelated business-service prices are outside pay. No actual pay amount is entered.
- An ordinary business margin is outside this question where the individual's gross rate is genuinely set and paid independently of sales-price reconciliation and no individual charge applies. That does not exempt a formula deriving gross earnings from assignment income; a nominal basic rate plus an assignment-linked balance or bonus still counts. Showing or hiding assignment income does not change the answer. A holiday-pay line already within established gross earnings is not itself a cost reduction.
- Compulsory administration, payroll or continuing-access charges trigger position 1 before or after gross pay, through separate invoices or required purchases, including where repayment is promised. A purchase serving the same function follows the fee rule. A once-only invoice does not turn an ongoing administration or payment cost into work-finding; recurring fees cannot be split into artificial one-off assessments.
- Position 2 is limited to finding or securing the particular assessed work. The charge must be permitted for the actual relationship and sector, specified separately with its amount or calculation before commitment, and kept outside the gross-pay calculation. It may be billed separately or collected lawfully after gross earnings are established. Later repayment does not create another tier or move a payroll charge into position 2.
- Position 3 requires the offered gross rate without an assignment-to-gross cost reduction and no required fee or tied purchase financed by the individual. Costs may be absent, waived, paid directly by the business or fully funded beforehand without repayment by the individual. Ordinary no-charge arrangements qualify without inventing hypothetical costs.
- An optional extra must be genuinely avoidable without losing or worsening access to the same work. Employee tax and National Insurance after gross pay, employee pension contributions and unrelated lawful personal deductions are excluded. That exclusion does not cover a compulsory service charge disguised as optional or statutory.
- Applicable legal and contractual requirements remain in force in every example and at every position. Ordinary agency work-finding fees and compulsory paid extras are generally prohibited; specific entertainment-agency permissions are not a general exception. Consent, disclosure or reimbursement does

Q27 continues on the next page.

Q27 / Q-S-069 - continued

AOC-03 / Pay treatment and financial exposure

Recruitment, administration and payroll costs

Boundaries and qualifications - continued

not legalise a prohibited charge. Do not present a known prohibited charge as a permitted one-off fee; the score does not determine legality.

- Assess every relevant employer, engager, agency, payroll provider and compulsory provider together under Planned or Ongoing mode, across obtaining, administering, continuing and being paid for the work. Any position 1 trigger within the scope determines the common answer. Otherwise, a permitted one-off cost for anyone limits the common answer to position 2. Do not average; genuinely different engagements may be assessed separately.
- Clarify the full pay formula, fee purpose and frequency, optionality, offered rate and legal basis before choosing. Provider labels, marketing claims, historical absence of fees and unknown facts do not determine a position. Direct work expenses belong to Q26, debt/loss recovery to Q28 and mandatory

safety costs to Q08. Explanation of pay calculations belongs to Q72; disclosure alone cannot improve this financial protection.

Source references

CSU-CORE-01

Employment Rights Act 1996 (ss 13-27)

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (regs 5 and 25-26)

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards (2009 Rules, rules 14-15 and 17)

CSU-CHAIN-06

HMRC, PAYE rules for labour supply chains that include umbrella companies (payments from 6 April 2026)

CSU-CHAIN-07

HMRC, Examples of good practice for umbrella companies (related HMRC worker guidance: calculating gross pay and checking the payslip)

Q28 / Q-S-014

AOC-03 / Pay treatment and financial exposure

Limits on taking, holding back or reclaiming money

Companion explanation

The benefit is knowing why a payer can take or reclaim money, how much can be recovered, and whether the individual has a say before it happens. This includes taking money from an amount due, holding it back, using it to cancel a claimed debt, or requiring money already paid to be returned.

Advance notice means explaining the particular reason, amount and timing before taking, holding back or reclaiming money. Agreement means obtaining the individual's agreement to that particular amount and timing before taking, holding back or reclaiming money. A general deduction clause signed at the start does not establish agreement to an unknown future amount. One agreement can cover a repayment schedule.

Choosing an answer

Choose the highest position whose complete protection applies across the assessed engagement. Position 1 is the basic permitted-recovery commitment; it is not an answer for absent, unknown or unlawful protection.

Position	What distinguishes it
1	Money is taken, held back or reclaimed only where the law, valid agreed terms or the individual's consent allow it. Minimum-wage rules and other legal limits on recovery amounts are followed wherever they apply.

Position	What distinguishes it
2	The reason, amount and timing are explained to the individual before any money is taken, held back or reclaimed. Recovery is limited to types of debt, overpayment or loss listed in the terms beforehand, such as unpaid loans, payroll mistakes or damage caused by the individual. Recovery must be legally permitted and follow applicable minimum-wage and deduction limits. It cannot exceed the actual amount owed or lost. No penalty is added.
3	The reason is explained, and the individual must agree to the exact amount and timing before any money is taken, held back or reclaimed. Recovery is limited to types of debt, overpayment or loss listed in the terms beforehand, such as unpaid loans, payroll mistakes or damage caused by the individual. Recovery must be legally permitted and follow applicable minimum-wage and deduction limits. It cannot exceed the actual amount owed or lost. Alternatively, the terms prohibit taking, holding back or reclaiming money for any debt, loss or mistake.

Examples

Position 1 | Either category - basic protection: The terms permit recovery of debts, overpayments or losses only on a valid legal or contractual basis and preserve minimum-wage and other recovery limits wherever they apply.

Q28 continues on the next page.

Limits on taking, holding back or reclaiming money

Examples - continued

The payer makes no additional promise to explain each amount and date before recovery. Position 1.

Position 2 | Permanent - advance notice: The terms identify in advance unpaid loans, accidental overpayments and attributable equipment damage as permitted recovery types. Recovery must be legally permitted, respect applicable minimum-wage and deduction limits, and be no more than the actual amount owed or lost, without penalties. A £100 payroll overpayment is explained, including the amount and deduction date, before pay is reduced. Agreement to that specific recovery is not promised. Position 2.

Position 3 | Temporary - agreement before recovery: The terms identify in advance unpaid loans, accidental overpayments and attributable equipment damage as permitted recovery types. Recovery must be legally permitted, respect applicable minimum-wage and deduction limits, and be no more than the actual amount owed or lost, without penalties. A substantiated £60 damage claim is explained; the individual must agree the £60 amount and three £20 repayment dates before any money is taken or held back. Position 3.

Boundaries and qualifications

- Cover debts, overpayments, substantiated losses and other genuine non-fee repayment claims affecting money due or already paid, including final pay and later recovery. An alleged debt or loss is not automatically established. Compulsory tax, National Insurance and court-directed deductions, and unrelated optional third-party transfers, are outside this question.
- For positions 2 and 3, identify permitted recovery types before the individual becomes

subject to them. A later agreement cannot supply earlier notice of that exposure. The cap is the genuine outstanding amount or substantiated loss, crediting sums already recovered and adding no penalty; a tighter legal or agreed limit prevails.

- For position 3, blanket consent to unknown future amounts is insufficient. The payer cannot hold money back while seeking agreement. Asking to discuss repayment is not itself enforced recovery. An express binding prohibition on all in-scope recovery qualifies; a history of making no recoveries does not.
- Follow the minimum-wage rules and other recovery limits that actually apply, including their exceptions. Accidental wage overpayments have different treatment from many ordinary deductions, so there is no universal rule that every recovery must leave pay above minimum wage. A legal power to recover money does not make recovery compulsory.
- The safeguards must bind the party paying or claiming against the individual, including any intermediary. An internal aspiration or discretionary waiver does not establish the commitment. Identify who explains a proposed recovery and obtains any required agreement.
- Use the standing or planned rule under the selected Planned/Ongoing mode, even if no claim has occurred. Apply the lowest complete protection across people and material recovery grounds, or assess genuinely different populations separately. A legal baseline with only some extra safeguards remains position 1; partial satisfaction does not earn a higher position.
- Clarify missing or conflicting terms, legal bases, limits and agreement requirements. If

Q28 continues on the next page.

Q28 / Q-S-014 - continued

AOC-03 / Pay treatment and financial exposure

Limits on taking, holding back or reclaiming money

Boundaries and qualifications - continued

no answer truthfully applies, resolve the gap before completion; do not force a zero-point answer or N/A. Category, pay method and duration do not determine legal status or score. The extra safeguards are WEQF criteria, and no answer certifies a recovery as lawful.

- Necessary work-cost funding belongs to Q26; recruitment, administration, payroll and work-access fees to Q27; another party's payment or information failure to Q30; and ordinary pay explanations to Q72. A genuine correction of a provisional payment must follow these recovery safeguards and cannot transfer client non-payment to the individual.

Do not award duplicate protection for the same fee or correction.

Source references

CSU-CORE-01

Employment Rights Act 1996 (ss 13-27; applicable minimum-wage deduction rules)

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (regs 12, 14-15)

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards (2009 Rules, rules 13-15)

Payment timing

Companion explanation

The benefit is knowing when pay is due and having a practical commitment that helps preserve that date. A monthly timetable can be as definite as a weekly one. For one-off or milestone work, an agreed rule linking the completed work to a calculable due date serves the same purpose. This spectrum distinguishes no timetable, indicative timing, a firm due date, and a firm due date backed by an alternative payment arrangement. It does not grade the speed of weekly versus monthly payment or audit past punctuality.

Choosing an answer

Use the highest position fully supported throughout the assessed scope. A due date means when the money must be available to the individual; a firm latest date counts even if the transfer day can vary within the agreed period.

Position	What distinguishes it
1	No payment timetable is provided.
2	A pay cycle or expected payment window is stated, but no firm payment due date is committed.
3	A firm payment due date is agreed for each pay period or completed piece of work.
4	A firm payment due date is agreed, with a backup way to pay by that date if normal payment processing fails.

Examples

Position 1 | Temporary: A genuinely self-employed technical specialist supplies their own services directly to a private business for a

six-week project. The fee is agreed, but no pay cycle, expected payment window or due date is communicated or agreed. On the stated facts, no applicable duty requires the engagement to provide that timetable. Statutory default late-payment rules and other payment obligations still apply. Position 1 records the absence of a provided timetable.

Position 2 | Temporary: A six-week project states that payment is usually towards the end of the month, without committing to a firm latest payment date. Position 2.

Position 3 | Permanent: Salary is due on the last working day of every month. There is no committed alternative way to pay by that date if normal payroll fails. Position 3.

Position 4 | Temporary: A six-week assignment has an agreed payday each Friday for the previous week. An authorised backup transfer is committed to make the payment available by that same Friday if the normal payment run fails. Position 4.

Boundaries and qualifications

- A cycle or expected window is not a firm deadline if it can slip at the payer's discretion. "Normally" or "usually" does not establish a commitment. A clear rule such as the last working day of each month can establish one; no particular weekly or monthly frequency is preferred.
- Pay periods, invoice or milestone triggers, initial and final payments, and material non-working-day rules must make the due date calculable. A buyer's payment date to an agency or supplier is not the individual's payday.
- Position 4 requires an authorised, usable alternative that makes the payment available by the original due date. An investigation, apology, late-payment interest, optional loan, partial fallback payment or next payroll run is

Q29 continues on the next page.

Q29 / Q-S-010 - continued

AOC-03 / Pay treatment and financial exposure

Payment timing

Boundaries and qualifications - continued

insufficient. A software feature or a good payment history is not a committed backup; no particular technology or business size is required.

- The backup concerns ordinary failure of normal payroll or payment processing. Client non-payment and missing third-party approval or information belong to Q30. This question does not promise cover for every banking outage, insolvency or exceptional event.
- Position 1 requires a known absence of any provided cycle, meaningful window or agreed due date. The example depends on genuine self-employment for a commercial client and no applicable duty to provide a timetable. Those facts need support; a contractor label, invoice, tax treatment or short duration does not establish an exemption.
- Statutory default late-payment rules and other payment obligations still apply. They do not prove that the engagement has communicated and committed its own timetable, and an absent timetable does not permit indefinite withholding. Employment, agency, licensing and commercial-payment duties retain their own scopes; a higher answer does not certify compliance.
- Planned mode assesses the timetable and backup committed from the start and during

the assessed period. Ongoing mode assesses what is in place and intended to continue. Material changes require a renewed Package Declaration. Use the lowest fully supported position across people and material work/pay periods, or assess genuinely distinct arrangements separately.

- Clarify unknown timing, triggers, receipt dates or backup terms before completing the item. Unknown facts are not position 1; no N/A or automatic score follows from category, salary, duration or an absence of previous failures. Assess the individual-facing commitment and the party responsible for delivering it.

Source references

CSU-CORE-01

Employment Rights Act 1996 (ss 1 and 8)

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (regs 12 and 15)

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards (2009 Rules, rules 13 and 15)

CSU-PAY-07

Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2013

Pay protection when another party fails

Companion explanation

This provision concerns whether someone else's payment or administration problem can stop or delay pay for work the individual has already done. The same problems are considered throughout: a client has not paid, a timesheet is missing or disputed, or another party has not passed on needed information.

The highest answer adds a commitment to pay by the agreed date while missing information is resolved. If the amount due is already known, that amount is paid. Otherwise, the payer uses available work records to calculate and pay a reasonable estimate. Any genuine difference is corrected when better information arrives. A token sum or personal loan does not provide this benefit. The payer cannot recover the payment simply because the client never pays. Any correction must follow the payment terms and applicable law.

Choosing an answer

Select the highest answer whose complete criteria are supported across the assessed people, completed-work pay and material failures. Unsupported or prohibited withholding is not a zero-point answer.

Position	What distinguishes it
1	Pay for completed work can depend on the client paying, but only under a legally permitted contract term, such as a construction-contract term covering the client's insolvency.

Position	What distinguishes it
2	Pay for completed work does not depend on the client paying or on another party's approval. Payment may be delayed only for necessary, reasonable checks of the work or amount due.
3	Pay for completed work is made by the agreed date even if a client has not paid or approval or information is missing. If the exact amount is not yet known, a reasonable estimate is paid using available work records, with any genuine difference corrected later.

Examples

Position 1 | Temporary - hypothetical lawful lower application: An individual genuinely operates an independent business and personally carries out an agreed eight-week commercial shop-refit subcontract for a building contractor in England. The arrangement is a covered construction contract, not an employment contract or employment-business labour supply. A valid agreed term makes the relevant payment depend on the contractor receiving client payment only in a qualifying upstream-insolvency case. The contractor's client enters administration within section 113's definition; the clause and other applicable payment requirements are assumed satisfied. This illustrates position 1 on those assumptions. The statutory exception, actual contract and relationship must support the condition; ordinary late payment or a self-employed label does not establish it.

Position 2 | Temporary: An agency commits to pay for completed work even if the hirer has not

Q30 continues on the next page.

Pay protection when another party fails

Examples - continued

paid or approval or information is missing. The actual hours are uncertain, and necessary checks pursued without avoidable delay may postpone payment within applicable payment duties. The agency does not promise to pay a reasonable estimate by the agreed date while those checks continue. This illustrates position 2.

Position 3 | Permanent: An employer commits to pay salary for completed work on the agreed date even if a customer has not paid or an internal approval or work record is late. If missing information leaves the exact amount uncertain, the employer pays a reasonable estimate using available records by that date and corrects any genuine difference later. This illustrates position 3.

Boundaries and qualifications

- Assess payment and information failures outside the individual's control, including unpaid clients, missing or disputed timesheets and another party's missing work records. Direct employment can provide the same protection. A salary label, payment history or absence of intermediaries does not select an answer; check the standing or planned terms even if no failure has occurred.
- Position 1 requires an identified client-payment condition and a supported legal basis permitting that precise term. The construction example depends on a covered commercial construction contract, qualifying operations, an independent-business relationship and a valid term confined to the section 113 insolvency exception. It is not employment or employment-business labour supply. An ordinary overdue invoice, self-employed label, written clause or payer's assurance alone is insufficient.
- A standing, legally permitted condition can establish position 1 before an insolvency

occurs. Actual reliance on it additionally requires the statutory event and contractual conditions to be met. Missing approval or information is not a separate route to position 1, and the construction example cannot override applicable employment-business payment duties.

- Position 2 requires payment independent of all covered failures. Only necessary, reasonable checks of the work or amount due may delay it, pursued without avoidable delay and within applicable payment duties. Use other reasonable records when approval is missing; waiting for client money or indefinitely for a signature is not such a check. No universal checking period is specified.
- For position 3, keep the ordinary agreed pay date. Pay the known amount, or a reasonable estimate supported by available work records when the exact amount is uncertain. A token sum, personal loan or partial payment unrelated to the supported work is insufficient. Correct genuine differences under the terms and applicable law, including Q28's recovery safeguards; never reclaim pay simply because the client does not pay.
- Identify the payer and its authorised, usable commitment to the individual. A client's promise to pay an agency is insufficient. Ordinary hours, rotas and work records may support payment; no special system, reserve fund or insurer is required. PAYE, tax-risk and good-practice sources supply context, not a universal statutory reasonable-estimate method.
- Apply Planned or Ongoing mode across the whole assessed scope. A permitted client-payment dependency affecting any material part prevents positions 2 and 3. Otherwise, necessary checking delays affecting a material part limit the answer to position 2. Position 3 must cover all material completed-work pay. Assess genuinely

Q30 continues on the next page.

Q30 / Q-S-013 - continued

AOC-03 / Pay treatment and financial exposure

Pay protection when another party fails

Boundaries and qualifications - continued

different populations separately; do not average or discard an unresolved part.

- Clarify contradictory terms, legal bases, ordinary due dates and estimation methods. If no retained answer fits, leave the response unresolved and use the existing clarification process; do not turn missing facts or prohibited withholding into position 1 or N/A. A WEQF answer neither determines status nor certifies that a particular delay is lawful.
- Work not done, intentionally false claims and delays caused solely by the individual's missing submission are outside this defined failure scope, without removing applicable payment duties. Genuine uncertainty about work or amount remains within the checking and estimate rules. Q29 covers normal processing failures; Q28 covers debt/loss recovery. The highest position does not promise insolvency insurance or protection against every banking outage or legally prohibited payment.

Source references

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information

Document guidance (reg 12; original 2003 instrument, PDF pages 7-8; official agency-worker pay guidance)

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards (2009 Rules, rule 13; licensing standard 7.3)

CSU-CHAIN-05

Finance Act 2026 s 24(2); ITEPA 2003 Part 2 Ch 11 ss 61Y, 61Z and 61Z1; HMRC ESM2420 and ESM2440

CSU-CHAIN-06

HMRC, PAYE rules for labour supply chains that include umbrella companies (payments from 6 April 2026)

CSU-CHAIN-07

HMRC, Examples of good practice for umbrella companies ("Umbrella companies should be financially viable"; introductory scope statement)

CSU-CHAIN-08

HMRC, Reduce the risk of using an umbrella company operating a tax-avoidance scheme

Q-S-013-SUP-01

Housing Grants, Construction and Regeneration Act 1996 (s 113)

Q-S-013-SUP-02

Housing Grants, Construction and Regeneration Act 1996 (ss 104 and 105)

Q31 / Q-S-015

AOC-04 / Time, rest and time away

Limits on total working hours

Companion explanation

This question measures protection against excessive total working hours. An average limit can allow a busy week to be balanced by shorter weeks. A limit for every week gives the individual a ceiling even during a busy period.

A cap must be a limit the individual can rely on, with a way to keep work within it. A target that managers can routinely override is weaker than a guaranteed ceiling. For an average limit, identify the period used and how longer weeks are balanced.

Choosing an answer

Assess the operative limit on total working hours, including overtime, after any valid opt-out or exception. Use the strongest protection that actually constrains those same hours, then the weakest supported position across a common group.

Position	What distinguishes it
1	Total working hours, including overtime, are arranged without a set weekly or average limit.
2	Total working hours, including overtime, have a set limit that can allow more than 48 hours a week on average.
3	Total working hours, including overtime, are limited to 48 hours a week or less on average. Individual weeks can exceed 48 hours.
4	Total working hours, including overtime, are limited to 48 hours or less in every week.

Examples

Position 1 | Temporary: An adult on an eight-week daytime assignment has a valid voluntary opt-out from the 48-hour average limit. No replacement weekly or average cap is agreed, although other legal protections remain. Position 1.

Position 2 | Permanent: An ongoing daytime role has a valid voluntary opt-out, but the employer guarantees a maximum of 60 total hours in any week, including overtime. Position 2.

Position 3 | Permanent: An ongoing role normally provides 37.5 hours a week. Overtime can take individual weeks above 48 hours, but a 48-hour average maximum remains in force. Position 3.

Position 4 | Permanent: A six-month fixed-term role guarantees regular hours and pay. The agreement caps total hours, including overtime, at 45 in every week. Position 4.

Boundaries and qualifications

- Count qualifying paid and unpaid overtime, required training and other working time under the applicable definition and any broader promise. Travel, on-call time and availability follow their actual rules. A normal schedule or recent low workload is not a ceiling if additional hours remain possible.
- A week is seven days. Record the cap, whether weekly or average, and any applicable averaging period and method. The ordinary adult statutory reference is usually a 48-hour average over 17 weeks, with variations and shorter-employment rules. Do not dilute a short assignment using non-working weeks outside those rules.
- A weekly cap above 48 does not weaken an additional operative average cap of 48 or less: that can still meet position 3. Position 4 needs a reliable limit of 48 or less in every week. Ordinary overrides that allow a higher

Q31 continues on the next page.

Q31 / Q-S-015 - continued

AOC-04 / Time, rest and time away

Limits on total working hours

Boundaries and qualifications - continued

week prevent position 4; a discretionary target is not a guaranteed ceiling.

- Use only an opt-out actually in force. A permitted opt-out must be voluntary and written, with applicable withdrawal rights and protection against unfair treatment for refusal. An unsigned template or possible future agreement is not a present waiver. Opting out of the statutory average does not automatically remove a separately binding contractual cap or other working-time rights.
- Include relevant cumulative assignments and known concurrent work. Establish how the responsible employer, engager, agency or hirer takes combined hours into account and limits its allocation. A local rota limit that ignores known other hours does not establish an aggregate cap; no universal audit of undisclosed work is required.
- Planned mode uses the cap applying from commencement; Ongoing mode uses the current cap intended to continue. A legal or contractual limit counts on the same factual basis. Use the weakest supported position across the group or assess materially different arrangements separately; do not average people's limits.

- Clarify an unknown cap, scope, averaging period or opt-out. Position 1 requires known absence of a remaining cap on lawful facts, not missing paperwork or disregard of a right. Young-worker, night-work, sector-specific and other lower limits still apply; 48 hours is not universal permission to work that amount.
- Q19 covers minimum guaranteed work, Q20 schedule notice, Q32 breaks and rest, and Q33 annual holiday. Adequate means of maintaining the cap matter; a particular recording format, software or daily-recording practice earns no separate credit.

Source references

CSU-PAY-02

Working Time Regulations 1998 (regs 4-9 and relevant exceptions or derogations in regs 17-23)

CSU-PAY-03

Employment Rights (Amendment, Revocation and Transitional Provision) Regulations 2023 (reg 7)

CSU-SCO-05

Fair Work Convention, Fair Work Framework

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group

Q32 / Q-S-016

AOC-04 / Time, rest and time away

Breaks and time to rest

Companion explanation

This question looks at three connected opportunities to recover: a pause during a long working day, time between working days, and time off across the working week. Once that rest is protected, paid breaks let the individual take time away from work without losing pay for those minutes.

A qualifying break is a real pause during the working day. Eating while answering calls or staying responsible for a machine is not an uninterrupted break from work. Arrangements must allow the person to step away from their duties.

Choosing an answer

First establish the complete guaranteed combination of breaks, daily rest and weekly rest. Only then compare the fully paid break minutes. Paid breaks cannot compensate for missing daily or weekly rest.

Position	What distinguishes it
1	Breaks and time off follow the engagement's arrangements, without guaranteed minimum periods.
2	Some minimum break or rest periods are guaranteed, but they do not cover the complete combination of a 20-minute break on days over 6 hours, 11 hours between working days, and 24 hours off each week or 48 hours each fortnight.

Position	What distinguishes it
3	At least 20 minutes' uninterrupted break on days over 6 hours, 11 hours between working days, and 24 hours off each week or 48 hours each fortnight are guaranteed. On days over 6 hours, breaks are unpaid or fewer than 20 minutes of break time are guaranteed paid.
4	At least 20 minutes' uninterrupted break on days over 6 hours, 11 hours between working days, and 24 hours off each week or 48 hours each fortnight are guaranteed. At least 20 but less than 30 minutes of break time are guaranteed paid on each day over 6 hours.
5	At least 20 minutes' uninterrupted break on days over 6 hours, 11 hours between working days, and 24 hours off each week or 48 hours each fortnight are guaranteed. At least 30 minutes of break time are guaranteed paid on each day over 6 hours.

Examples

Position 1 | Temporary: A genuinely self-employed designer undertakes a two-week project, controls their own working pattern and receives no client-guaranteed minimum break or rest periods. No worker rest entitlement or other mandatory rest requirement is being disregarded. Position 1.

Position 2 | Temporary: A genuinely self-employed project contractor is promised a 30-minute break on long workdays, but no minimum rest between days or across the week.

Q32 continues on the next page.

Breaks and time to rest

Examples - continued

The omitted guarantees are not legally required on the stated facts. Position 2.

Position 3 | Permanent: An ongoing role guarantees a 30-minute unpaid lunch break, at least 11 hours between working days and at least 24 hours of weekly rest. No paid break time is guaranteed. Position 3.

Position 4 | Temporary: An eight-week assignment guarantees a 20-minute break on days over 6 hours, 11 hours between working days and 24 hours of weekly rest. The 20-minute break is paid. Position 4.

Position 5 | Permanent: A six-month fixed-term role guarantees regular hours and pay, a 30-minute paid lunch break on days over 6 hours, at least 11 hours between working days and at least 24 hours of weekly rest. Position 5.

Boundaries and qualifications

- The full reference is an uninterrupted 20-minute break during a day over six hours, 11 consecutive hours between working days, and 24 hours off in each seven days or 48 hours in each fourteen. The fortnightly option can be one 48-hour block or two 24-hour blocks. Apply daily and weekly rest together without double-counting away either entitlement.
- Rest must genuinely release the individual from duties. Idle time while still responsible for work, a break moved to the start or end just to shorten the day, or a payroll deduction without usable time is insufficient. The parties arranging release and paying for breaks must deliver one usable guarantee.
- Count fully paid genuine in-work rest minutes once, whether in the main break or additional breaks. Two paid ten-minute pauses can supply 20 paid minutes, but do not themselves replace the required uninterrupted 20-minute break. Partial pay is

not fully paid time; salary or a day fee alone does not establish that breaks are paid.

- Equivalent compensatory rest counts only under a permitted exception with guaranteed replacement recovery at the required timing. Paid in-work replacement rest must preserve the promised paid minutes. Cash, overtime premiums, a busy-period clause or an hours opt-out does not replace rest. Exceptional alternative health-and-safety protection must not be counted as invented rest minutes.
- Apply triggers to the actual working pattern. A day of six hours or less does not fail solely because the longer-day trigger is absent; a short assignment need not be extended just to create a day off. No extra paid-break credit follows without a real commitment. A short-day-only 15-minute paid break remains below 20 minutes; do not invent a longer-day promise.
- Some guaranteed rest with an incomplete combination is position 2. The complete combination with fewer than 20 paid minutes, including none, is position 3; 20 to under 30 is position 4; at least 30 is position 5. Extra paid breaks cannot repair a missing rest component. Greater or earlier-triggered age, sector or risk-related requirements remain applicable.
- Planned mode uses the guarantee from commencement; Ongoing mode uses current provision intended to continue. Record triggers, durations, the weekly pattern, any compensatory route and paid minutes. Use the weakest package across a common group or assess different arrangements separately; do not average people's rest or offset overlapping assignments against fictitious rest.
- Clarify unknown periods, release arrangements or paid status. Low positions require supported lawful absence or partial provision; a self-employed label, tax

Q32 continues on the next page.

Q32 / Q-S-016 - continued

AOC-04 / Time, rest and time away

Breaks and time to rest

Boundaries and qualifications - continued

treatment or opt-out does not remove worker rest rights. No N/A or automatic score follows from category or lack of past problems. Total-hours limits and annual holiday remain separate under Q31 and Q33.

Source references

CSU-PAY-02

Working Time Regulations 1998 (regs 10-12, 17 and 24)

CSU-EQS-06

Management of Health and Safety at Work Regulations 1999 (regs 3-5 and Schedule 1)

Q33 / Q-S-017

AOC-04 / Time, rest and time away

Paid holiday and funded annual time away

Companion explanation

This question measures the funded annual time away provided by the engagement. It covers holidays and equivalent planned time away from work, including a genuine funding arrangement for someone who does not receive conventional holiday pay.

Holiday pay can be paid when leave is taken or, where lawful, added separately to regular pay as rolled-up holiday pay. Fully funded time covers at least ordinary basic pay or the agreed fee, while preserving any higher statutory holiday-pay calculation. Reduced-pay leave is still some funding under position 2, but does not increase the fully funded weeks used for positions 3-5. An individual's own savings or personally purchased extra leave do not count as funding provided by the engagement.

Choosing an answer

Use the guaranteed annual allowance or equivalent rate of earning leave, including paid bank holidays. Assess funded time the person is entitled and able to take, not the balance left or holidays already taken.

Position	What distinguishes it
1	Time away is arranged without a guaranteed holiday payment or annual time-away funding allowance.
2	Some paid holiday or annual time-away funding is guaranteed, but its annual rate, or equivalent rate of earning leave, is below 5.6 fully funded working weeks.

Position	What distinguishes it
3	Fully funded holiday or annual time away is guaranteed at an annual rate of at least 5.6 but less than 6 working weeks, or the equivalent rate of earning leave.
4	Fully funded holiday or annual time away is guaranteed at an annual rate of at least 6 but less than 7 working weeks, or the equivalent rate of earning leave.
5	Fully funded holiday or annual time away is guaranteed at an annual rate of at least 7 working weeks, or the equivalent rate of earning leave.

Examples

Position 1 | Temporary: A genuinely self-employed designer undertakes a two-week client project. The fee covers the work, and no holiday payment or funded time-away allowance is promised. No statutory worker holiday right applies on the stated facts. Position 1.

Position 2 | Permanent: An ongoing role has guaranteed hours and pay across six equal working days each week, with 28 fully paid holiday days including any paid bank holidays. The allowance is $28 \div 6 =$ about 4.67 working weeks. Position 2.

Position 3 | Temporary: An eligible irregular-hours agency worker on an eight-week assignment earns leave at the standard 12.07% of hours worked. Holiday pay is correctly calculated at 12.07% of total pay and shown separately in each pay packet. The

Q33 continues on the next page.

Paid holiday and funded annual time away

Examples - continued

accrued leave is available to take, with no further holiday payment due then. This is the 5.6-week equivalent annual rate: position 3.

Position 4 | Permanent: A six-month role with guaranteed hours and pay provides a proportionate allowance based on 25 paid holiday days plus 8 paid bank holidays per year for a five-day week. The annual rate is $33 \div 5 = 6.6$ weeks. Position 4.

Position 5 | Permanent: An ongoing five-day role guarantees 35 fully paid days of annual leave a year, including paid bank holidays, with arrangements enabling the whole allowance to be taken. The annual rate is 7 weeks. Position 5.

Boundaries and qualifications

- A working week follows the person's own pattern. Divide annual funded days by equal-length working days per week; for unequal days, use funded hours and corresponding weekly hours. For a short engagement, use its established annual rate or correctly proportionate allowance. Do not pro-rate twice or reconstruct a year from a selected busy week.
- Positions 3–5 count only fully funded time at ordinary basic pay or the agreed fee, preserving any higher statutory holiday-pay calculation. Lawful partial funding establishes some provision at position 2 but cannot be converted into fictitious full-pay days. Partly funded or discretionary extras do not lift the fully funded allowance into a higher band.
- Leave and its funding must both be usable. Reasonable notice, busy-period restrictions, first-year accrual and shutdowns can coexist with a guaranteed allowance. Count accessible guaranteed time, including paid bank holidays once. An "unlimited" label does not establish a seven-week minimum. Personal savings, purchased leave funded by the individual's pay reduction and

unexplained inclusive rates do not count as engagement funding.

- Eligible irregular-hours or part-year arrangements can use lawful, separately identified rolled-up holiday pay while preserving the right and practical opportunity to take leave. No further payment is then due for leave already funded that way. Temporary, agency or fixed-term labels alone do not establish eligibility; payment without usable leave is insufficient.
- Use the established leave entitlement and accrual method, not a payslip percentage alone. Correctly applied 12.07% represents the 5.6-week reference; the recorded six-week equivalent is approximately 13.04%. Published rounding is not a separate scoring threshold, and a larger pay percentage alone does not establish seven weeks of leave.
- The statutory 28-day cap can yield about 4.67 working weeks for six equal working days: position 2 can therefore meet the applicable statutory minimum. The 5.6, 6 and 7-week bands measure the funded amount, not universal legal compliance or enhancement.
- Carry-over preserves existing entitlement and is not added again as a new annual allowance. Required payment for unused leave when the relevant relationship ends preserves entitlement; it does not add days, require payment twice after valid rolled-up funding or permit routine cash substitution for statutory leave during continuing work. An assignment ending need not end the underlying employment.
- Planned mode uses the allowance available from commencement; Ongoing mode uses the current allowance intended to continue. Count service-related increases only when applicable. Align the funder's promise with release from work, and use the weakest supported rate and access across a common

Q33 continues on the next page.

Q33 / Q-S-017 - continued

AOC-04 / Time, rest and time away

Paid holiday and funded annual time away

Boundaries and qualifications - continued

group or assess distinct arrangements separately.

- Clarify entitlement, funding, eligibility and access. Unknown facts are not position 1 or N/A; known denial or underpayment of an applicable right cannot be presented as lawful low provision. The no-funding example depends on genuine independent work without a holiday duty or promise. Routine rest, sickness, maternity and other purpose-specific leave are not added to annual holiday.

Source references

CSU-PAY-02

Working Time Regulations 1998 (regs 13, 13A, 15B, 16, 16A and 16B)

CSU-PAY-03

Employment Rights (Amendment, Revocation and Transitional Provision) Regulations 2023 (related GOV.UK holiday-reform guidance, sections 3.1 and 6.2)

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards (2009 Rules, rule 15)

Q34 / Q-S-018

AOC-04 / Time, rest and time away

Pay during sickness absence

Companion explanation

This question measures the income available while someone is genuinely unable to work because of illness. It first distinguishes some guaranteed income from none, then compares how much of the first 13 weeks is covered at normal pay.

Normal pay means the usual gross pay or agreed fee for the work missed, including regular contractual pay components. For variable work, use the representative earnings formula in the actual sickness arrangement. Ordinary salary is not automatically a promise of full sick pay. Personal savings, loans and benefits such as Universal Credit do not count as funding provided by the engagement.

Choosing an answer

Consider one continuous sickness absence beginning at Planned commencement or the stated Ongoing reference date. Select the highest position supported by cover actually available within its first 13 calendar weeks.

Position	What distinguishes it
1	Time off sick is arranged without guaranteed sick pay or income support during the first 13 weeks.
2	Some income, such as Statutory Sick Pay or reduced pay, is guaranteed during the first 13 weeks off sick, but no period is covered at normal pay.
3	During the first 13 weeks off sick, normal pay is guaranteed for some of the time, totalling less than 4 weeks.

Position	What distinguishes it
4	During the first 13 weeks off sick, normal pay is guaranteed for at least 4 weeks but less than 13 weeks in total.
5	Normal pay is guaranteed throughout the first 13 weeks off sick.

Examples

Position 1 | Temporary: A genuinely self-employed designer takes a two-week client project. No client-funded sick pay or sickness allowance is promised, and no SSP or other sickness-pay duty applies on the stated facts. Position 1.

Position 2 | Temporary: An eight-week assignment provides SSP where the person qualifies, with no company sick pay at normal earnings. Position 2.

Position 3 | Temporary: An eight-week engagement guarantees two weeks at normal pay during sickness, followed by SSP where due. The person meets the scheme's conditions. Position 3.

Position 4 | Permanent: A six-month role with guaranteed hours and pay provides six weeks at normal pay during sickness, followed by reduced pay. The person is eligible from commencement. Position 4.

Position 5 | Permanent: An ongoing role guarantees 26 weeks at normal pay during sickness, with no unpaid or reduced-pay waiting period. The person is eligible, so all of the first 13 weeks are covered. Position 5.

Q34 continues on the next page.

Pay during sickness absence

Boundaries and qualifications

- Count normal working days or hours using the person's own regular or established representative pattern. Ordinary non-working days are not gaps. Reduced-pay weeks do not convert into full-pay weeks, and pay after the 13-week window does not count. Position 5 requires all normal working time in that window to be covered, without an unpaid or reduced-pay interruption.
- Normal pay includes regular contractual gross-pay or fee components for the work missed. Exclude expenses not incurred and discretionary extras; establish the actual representative formula for variable earnings. SSP is included within an inclusive company payment, not added twice. A routine later payroll date is not itself an unpaid waiting day.
- Apply actual SSP and company-scheme eligibility, service, probation, reporting and evidence conditions, waiting periods and annual or rolling limits. Normal reporting or fit-note requirements need not remove a real guarantee. Count a future service enhancement during the modelled absence only if the scheme genuinely allows qualification then and its conditions would be met.
- For an engagement-design assessment, state any assumption that the scheme allowance is unused. For an identified person with used entitlement, disclose and use the remaining cover. Do not present exhausted pay as available or compare those two assessment bases without making the distinction clear.
- Pay must support genuine absence from duties. Continued work from home, compulsory use of annual holiday, repayable advances, personal savings or insurance, unrelated state benefits and discretionary goodwill are not this provision. Guaranteed engagement-funded insurance or allowances

count only where the identified person can actually access the specified benefit.

- Apply the actual cover end date and any binding continuation promise. Eight weeks of short-contract cover cannot be scaled into 13 weeks. An assignment ending does not itself end underlying employment, SSP liability or contractual cover. Sick-pay duration does not guarantee job retention for the same period.
- Use the SSP rules applicable to the absence and reference date. For eligible absences under the rules effective from 6 April 2026, the former earnings threshold and three waiting days are removed; SSP starts on the first full qualifying day. Preserve relevant transitional conditions. Four and 13 weeks are WEQF comparison points, not statutory sick-pay limits or a reduction of longer applicable cover.
- Identify the responsible employer, agency, umbrella, engager or insurer and the funding reaching the individual. Use the weakest supported guarantee across different eligibility, working patterns and end dates, or assess materially different arrangements separately. Category, salary or tax labels do not themselves establish cover.
- Clarify the payment basis, eligibility, allowance and end date before selection. Unknown is not position 1; an applicable sick-pay duty cannot be disregarded to obtain a low answer. Annual holiday, family leave, dismissal and return-to-work protections remain separate. No N/A or automatic score follows from whether sickness has occurred.

Source references

CSU-CORE-02

Employment Rights Act 2025 (ss 10-11)

CSU-CORE-03

DBT, Plan to Make Work Pay and Employment Rights Act: timeline update (official implementation timeline; SSP reforms effective 6 April 2026)

Q34 continues on the next page.

Q34 / Q-S-018 - continued

AOC-04 / Time, rest and time away

Pay during sickness absence

Source references - continued

CSU-CORE-13

Employment Rights Act 2025 (Commencement No. 1 and Transitional and Saving Provisions) Regulations 2026, Commencement No. 2 and Transitional and Saving Provisions (Amendment) Regulations 2026, Commencement No. 3 and Transitional Provisions Regulations 2026 and Commencement No. 4 and

Transitional and Saving Provisions Regulations 2026 (commencement material effective 6 April 2026)

CSU-PAY-04

Social Security Contributions and Benefits Act 1992, Part XI, Statutory Sick Pay (General) Regulations 1982 and Statutory Sick Pay guidance (1992 Act, Part XI; SSP guidance)

Q35 / Q-S-019

AOC-04 / Time, rest and time away

Maternity or birth-related time away and pay

Companion explanation

This question measures the time away and income support available around childbirth. The answers distinguish no guaranteed engagement provision, unpaid time away, some income, and a shorter or longer period maintaining normal pay.

Statutory Maternity Leave and Statutory Maternity Pay are separate entitlements. An employee can have up to 52 weeks of maternity leave without receiving maternity pay. An eligible agency worker can receive maternity pay without having the employee entitlement to Statutory Maternity Leave. A pay answer therefore does not, by itself, promise a particular job will remain open.

Choosing an answer

Assess the available provision for the person giving birth during one maternity or birth-related absence. Select the highest position supported by the applicable terms and qualifying conditions, regardless of current pregnancy or anticipated use.

Position	What distinguishes it
1	Time away around childbirth is arranged without a guaranteed maternity or birth-related leave or pay provision.
2	Maternity or birth-related time away is guaranteed, without pay from the engagement.
3	Income is guaranteed for maternity or birth-related time away, but no part of that time is covered at normal pay.

Position	What distinguishes it
4	Maternity or birth-related time away includes a guaranteed period at normal pay, totalling less than 26 weeks.
5	Maternity or birth-related time away includes at least 26 weeks of guaranteed normal pay.

Examples

Position 1 | Temporary: A genuinely self-employed designer accepts a short client project. The client guarantees no maternity leave or maternity payment, and no statutory employer duty applies on the stated facts. Position 1.

Position 2 | Permanent: A new employee in an ongoing role qualifies for 52 weeks of maternity leave but does not meet the SMP service conditions. The employer provides no company maternity pay. Position 2.

Position 3 | Temporary: An agency worker on assignments without guaranteed regular hours qualifies for SMP from the agency. No company top-up to normal pay is provided. Position 3.

Position 4 | Permanent: An ongoing role provides usable maternity leave with 13 weeks at normal pay, followed by SMP for the remaining statutory pay period. The person qualifies for the enhancement. Position 4.

Position 5 | Permanent: An ongoing role provides usable maternity leave with 26 weeks at normal pay, followed by SMP for the remaining statutory pay period. The person qualifies for the enhancement. Position 5.

Q35 continues on the next page.

Maternity or birth-related time away and pay

Boundaries and qualifications

- Use usual gross pay or the agreed fee, including regular contractual components and the arrangement's representative calculation for variable earnings. Ninety per cent pay is reduced pay; a similar net take-home amount is not full gross pay. Include SMP within an inclusive company total once. Apply the actual comparison if a statutory payment equals or exceeds current normal pay; its label alone does not fix the band.
- Count actual normal-pay weeks, including supported fractions, for one absence. A week at usual part-time earnings is one normal-pay week. Translate days or hours using the established pattern; do not assume five days, convert reduced-pay weeks into full-pay equivalents, annualise a short allowance or multiply by the number of babies unless the scheme provides a separate benefit. The 26-week threshold is WEQF calibration, not a universal full-pay requirement.
- Apply separate eligibility for statutory leave, statutory pay and company enhancements. Leave without pay can meet position 2; an applicable payment entitlement can support a pay position without employee statutory leave or a return-to-job guarantee. Usable absence must be supported; working from home, using annual holiday or an entirely discretionary request does not establish extra maternity provision.
- Identify return-to-work or repayment conditions on company top-ups and retain them with the declared benefit. Count conditional enhancement only where the assessment supports those conditions; otherwise count the retained entitlement. SMP cannot be reclaimed merely because the person does not return. Q28 separately addresses recovery safeguards.
- Check the actual relationship and payment end dates. Secured SMP can remain payable after employment ends; an assignment ending does not prove that employment or agency liability ends. Company top-ups follow their own binding continuation terms. Preserve applicable stopping rules without inventing a contract extension or extinguishing accrued liability.
- Maternity Allowance alone is separate government support and does not establish engagement-funded maternity pay. A binding employer or client top-up counts only at the amount actually provided. Personal savings, loans, discretionary gifts and ordinary earnings for work done do not supply this benefit.
- Planned mode assesses the provision from commencement and during the stated period; Ongoing mode uses current terms. Record the event/reference and relevant service and earnings conditions. Do not assume a new starter qualifies for a long-service enhancement. For a named person, apply the relevant qualifying facts; otherwise describe the engagement's terms without a pregnancy, age, sex or anticipated-use shortcut.
- Identify the liable employer, agency, umbrella or engager and funding that reaches the person. A buyer's charge, general margin or a partner's separate benefit is not this engagement's provision. Across different service groups, pay terms or end dates, use separate scopes or the weakest common guarantee; do not average entitlements.
- Clarify unknown leave, pay, eligibility and enhancement conditions. No current pregnancy does not mean no provision or N/A, and a high cash answer cannot cure denial of a mandatory leave or continuity right. Applicable redundancy protections remain relevant; priority for a suitable alternative vacancy is not immunity from redundancy and adds no separate funding points. Partner support, adoption, shared

Q35 continues on the next page.

Q35 / Q-S-019 - continued

AOC-04 / Time, rest and time away

Maternity or birth-related time away and pay

Boundaries and qualifications - continued

allocation, holiday and sickness remain under Q36, Q37, Q38, Q33 and Q34 respectively.

Source references

CSU-LEAVE-01

Maternity and Parental Leave etc. Regulations 1999, Paternity and Adoption Leave Regulations 2002, Shared Parental Leave Regulations 2014 and Parental Bereavement Leave Regulations 2020 (1999 Regulations, maternity-leave provisions)

CSU-LEAVE-02

Social Security Contributions and Benefits Act 1992, Statutory Maternity Pay (General) Regulations 1986, Statutory Paternity Pay and Statutory Adoption Pay (General) Regulations 2002, Statutory Shared Parental Pay (General) Regulations 2014, Statutory Parental Bereavement Pay (General) Regulations 2020 and official employer guidance (statutory maternity-pay legislation and guidance)

CSU-LEAVE-06

Protection from Redundancy (Pregnancy and Family Leave) Act 2023 and Maternity Leave, Adoption Leave and Shared Parental Leave (Amendment) Regulations 2024 (2024 pregnancy/family-leave protection amendments)

Q36 / Q-S-020

AOC-04 / Time, rest and time away

Paternity or partner time away and pay

Companion explanation

This question covers the separate paternity or partner allowance for the other parent or partner after a birth or adoption. The main adoption allowance is assessed in Q37; maternity or birth-related support for the person giving birth is assessed in Q35. An adoption can therefore give rise to two distinct allowances, with each assessed under the question for its own role.

This question distinguishes a guaranteed opportunity to take time away, some income during that time, and a shorter or longer period maintaining normal pay.

Choosing an answer

Select the highest position supported by the ordinary paternity or partner allowance for one birth or adoption. Count the available allowance, even if the person takes less. Additional bereaved-partner support is recorded separately and does not increase this answer.

Position	What distinguishes it
1	For the other parent or partner, paternity or partner time away after a birth or adoption is arranged without a guaranteed leave or pay provision.
2	For the other parent or partner, paternity or partner time away after a birth or adoption is guaranteed, without pay from the engagement.

Position	What distinguishes it
3	For the other parent or partner, income is guaranteed for paternity or partner time away after a birth or adoption, but no part is covered at normal pay.
4	For the other parent or partner, paternity or partner time away after a birth or adoption includes a guaranteed period at normal pay, totalling less than four weeks.
5	For the other parent or partner, paternity or partner time away after a birth or adoption includes at least four weeks of guaranteed normal pay.

Examples

Position 1 | Temporary: A genuinely self-employed consultant takes a short client project. No statutory employer duty or contractual promise provides paternity/partner leave or pay. Position 1.

Position 2 | Permanent: A new employee in an ongoing role qualifies for paternity leave but has insufficient service for statutory paternity pay. No company pay is provided. Position 2.

Position 3 | Temporary: An employee on an ongoing zero-hours agreement meets the paternity-pay qualifying conditions and receives statutory paternity pay without a company top-up. Position 3.

Position 4 | Permanent: An ongoing role guarantees two weeks of paternity or partner time away at normal pay, including statutory pay where due. Position 4.

Q36 continues on the next page.

Paternity or partner time away and pay

Examples - continued

Position 5 | Permanent: A six-month role with guaranteed hours and pay provides four weeks of paternity or partner time away at normal pay, available to the assessed person. Position 5.

Boundaries and qualifications

- Assess the separate allowance for the father, partner or other parent, including same-sex partners and qualifying surrogacy cases. For adoption, the main allowance belongs to Q37 and the other parent's separate allowance belongs here. Do not add maternity or adoption weeks, shared-parental support, annual holiday, sickness or appointment allowances to this provision.
- Count actual normal-pay weeks, including supported fractions and separate usable blocks for the same birth or adoption. Use the person's normal working week or established representative pattern, not an automatic five-day week. Do not round up, convert reduced pay into full-pay weeks, annualise a short allowance or multiply it for several children without a separate promised benefit. Four weeks is a WEQF comparison point, not a statutory full-pay requirement.
- Normal pay means usual gross pay or the agreed fee for missed work, including regular contractual components and the applicable representative calculation for variable earnings. Preserve statutory earnings calculations and pay-rise adjustments. Count Statutory Paternity Pay (SPP) within an inclusive company total once. Ninety per cent pay is reduced pay; similar net take-home pay is not full gross pay. Where an actual statutory payment maintains current normal pay after a changed earnings pattern, use that factual comparison.
- Leave, SPP and company enhancements have separate conditions. From 6 April 2026, qualifying employees have day-one paternity leave; SPP retains service, earnings, notice, qualifying-date and continuing-employment conditions, with relevant exceptions. Ordinary statutory leave is up to two weeks; for births it can be taken together or in separate one-week blocks within the applicable 52-week window. A pay-only entitlement can count without implying employee leave or a guaranteed job to return to.
- Time away and funding must be usable under a right or binding promise. Personal scheduling freedom, annual holiday, work performed during the period and wholly discretionary help do not establish an additional allowance. Record service, notice, use-window and return-to-work or repayment conditions. Count a company enhancement only where its conditions are supported; otherwise count the retained entitlement. SPP cannot be reclaimed merely for non-return. Q28 separately addresses recovery safeguards.
- Identify the liable employer, agency, umbrella or engager and the actual payment end date. An assignment ending need not end employment or liability. SPP has its own event and employment rules: leaving before birth or placement differs from leaving afterwards, when pay may remain due. Check company top-ups separately. Do not assume all payments stop, apply maternity-pay continuation rules, or invent an extended contract.
- Bereaved Partner's Paternity Leave is additional conditional support following the death of the mother, main adopter or main intended parent. For relevant deaths from 6 April 2026, qualifying employees with main caring responsibility can take one continuous period, normally within the remaining 52 weeks after birth, domestic placement or overseas entry. A death no more than 13 days before the ordinary endpoint can extend that endpoint to 14 days after death. Notice and

Q36 continues on the next page.

Q36 / Q-S-020 - continued

AOC-04 / Time, rest and time away

Paternity or partner time away and pay

Boundaries and qualifications - continued

employment-protection rules apply; salary is not automatic. Record any guaranteed funding separately, even in a bereaved case.

- Planned mode uses provision applying during the stated engagement; Ongoing mode uses current terms. State eligibility conditions and relevant event/reference dates; do not assume a new starter qualifies for a long-service enhancement. Assess the standing provision without requiring a current child or intention to become a parent. For an identified person, use the actual qualifying facts.
- Use separate scopes for materially different eligibility, funding or end dates, or the weakest genuinely common guarantee. Clarify unknown terms rather than treating them as position 1 or N/A. Category, tax and contractor labels do not determine entitlement. The no-provision example requires genuine independent-business facts

with no applicable duty or promise; a low or high cash answer cannot justify denial of an applicable right.

Source references

CSU-LEAVE-01

Maternity and Parental Leave etc. Regulations 1999, Paternity and Adoption Leave Regulations 2002, Shared Parental Leave Regulations 2014 and Parental Bereavement Leave Regulations 2020 (2002 Regulations, paternity provisions)

CSU-LEAVE-02

Social Security Contributions and Benefits Act 1992, Statutory Maternity Pay (General) Regulations 1986, Statutory Paternity Pay and Statutory Adoption Pay (General) Regulations 2002, Statutory Shared Parental Pay (General) Regulations 2014, Statutory Parental Bereavement Pay (General) Regulations 2020 and official employer guidance (statutory paternity-pay legislation and guidance)

CSU-LEAVE-05

Bereaved Partner's Paternity Leave Regulations 2026 (reg 5(6), regs 6-9 and 10-16)

Q37 / Q-S-021

AOC-04 / Time, rest and time away

Adoption-related time away and pay

Companion explanation

This question measures the time away and income support available to the parent taking the main adoption allowance. The answers distinguish no guaranteed engagement provision, unpaid time away, some income, and a shorter or longer period maintaining normal pay.

Statutory Adoption Leave and Statutory Adoption Pay are separate entitlements. An employee can qualify for up to 52 weeks of adoption leave without qualifying for adoption pay. Adoption pay can also remain payable after employment ends, so a pay answer does not by itself promise a continuing job.

Choosing an answer

Select the highest position supported for the parent taking the main adoption allowance during one adoption-related absence. Count the entitlement available under the applicable conditions, not the amount chosen. The other parent's separate paternity or partner allowance belongs to Q36.

Position	What distinguishes it
1	For the parent taking the main adoption allowance, time away for adoption is arranged without a guaranteed adoption leave or pay provision.
2	For the parent taking the main adoption allowance, adoption-related time away is guaranteed, without pay from the engagement.

Position	What distinguishes it
3	For the parent taking the main adoption allowance, income is guaranteed for adoption-related time away, but no part of that time is covered at normal pay.
4	For the parent taking the main adoption allowance, adoption-related time away includes a guaranteed period at normal pay, totalling less than 26 weeks.
5	For the parent taking the main adoption allowance, adoption-related time away includes at least 26 weeks of guaranteed normal pay.

Examples

Position 1 | Temporary: A genuinely self-employed designer accepts a short client project. The client guarantees no adoption leave or adoption payment, and no statutory employer duty applies on the stated facts. Position 1.

Position 2 | Permanent: A new employee in an ongoing role qualifies for adoption leave but does not meet the statutory adoption-pay service conditions. The employer provides no company adoption pay. Position 2.

Position 3 | Temporary: An employee on an ongoing zero-hours arrangement qualifies for Statutory Adoption Pay. No company top-up to normal pay is provided. Position 3.

Position 4 | Permanent: An ongoing role provides usable adoption leave with 13 weeks at normal pay, followed by statutory adoption pay for the remaining statutory pay period. The person qualifies for the enhancement. Position 4.

Q37 continues on the next page.

Adoption-related time away and pay

Examples - continued

Position 5 | Permanent: An ongoing role provides usable adoption leave with 26 weeks at normal pay, followed by statutory adoption pay for the remaining statutory pay period. The person qualifies for the enhancement. Position 5.

Boundaries and qualifications

- For a couple, statutory adoption leave and pay are for one parent; the other may have separate partner support. Qualifying domestic, overseas, fostering-for-adoption and parental-order surrogacy arrangements have their own conditions. Ordinary fostering, kinship care and private or stepchild adoption do not automatically qualify. A binding company or client promise can cover wider circumstances.
- Count actual weeks at normal pay, including supported fractions, for one adoption-related absence. A week at usual part-time earnings is one normal-pay week; translate days or hours using the established working pattern. Do not convert reduced-pay weeks into full-pay equivalents or annualise a short allowance. Several children in one placement do not automatically multiply entitlement; preserve separate entitlements where distinct matching arrangements create them. The 26-week full-pay boundary is WEQF calibration, not a universal salary duty.
- Normal pay is usual gross pay or the agreed fee, including regular contractual components and the actual representative calculation for variable earnings. Preserve statutory calculations and pay-rise adjustments. Statutory Adoption Pay (SAP) is counted once within company pay. Ninety per cent pay is reduced pay; similar net pay is not full gross pay. Apply the actual comparison where a statutory amount genuinely maintains current normal earnings.
- Leave, SAP and company enhancements have separate eligibility. Employee adoption leave has no minimum-service test, but prescribed circumstances, notice and evidence still apply. Ordinary domestic SAP normally needs 26 weeks' employment by the matching week, the applicable earnings threshold and notice/proof; overseas and parental-order cases use different qualifying references. Pay-only rights can exist without employee leave or return rights. Apply the relevant qualifying period, not an assumed current threshold.
- The absence and funding must be usable under statutory rights or binding terms. A discretionary request, working from home, personally funding a break or using annual holiday is not extra adoption provision. Council or other public support is not automatically engagement funding; count any binding engager contribution at its actual level. Pre-placement appointments are not added to the main absence allowance.
- Record service, approval, return-to-work and repayment conditions on company top-ups. Count an enhancement only where the declared assessment supports its conditions; where they will not be met, count the retained entitlement. SAP cannot be reclaimed merely because the person does not return. Q28 separately covers recovery safeguards; the condition's effect on available adoption funding remains relevant here.
- Identify the liable payer and actual relationship end date. An assignment ending need not end employment. SAP may remain payable after someone leaves employment following matching, subject to the applicable qualifying, stopping and disruption rules. Company top-ups follow their binding continuation terms. A payment answer does not extend the job or guarantee return rights.

Q37 continues on the next page.

Q37 / Q-S-021 - continued

AOC-04 / Time, rest and time away

Adoption-related time away and pay

Boundaries and qualifications - continued

- Planned mode uses terms applying from commencement and during the stated period; Ongoing mode uses current terms. Record relevant event dates, service and earnings conditions. Do not credit a new starter with an unavailable long-service enhancement, or use the absence of a current adoption or intention to adopt as a zero or N/A answer. Apply actual qualifying facts for a named person.
- Assess one defined engagement or genuinely common group. Separate materially different eligibility cohorts and guarantees, or use the weakest common provision. Clarify unknown leave, funding and conditions. Neither missing information nor known denial of an applicable right establishes lawful low provision. Preserve leave, continuity and redundancy protections; suitable-alternative-vacancy priority is not immunity from redundancy and adds no funding points. Q35 covers maternity, Q36 partner support and Q38 sharing; the same allowance is not counted twice.

Source references

CSU-LEAVE-01

Maternity and Parental Leave etc. Regulations 1999, Paternity and Adoption Leave Regulations 2002, Shared Parental Leave Regulations 2014 and Parental Bereavement Leave Regulations 2020 (2002 Regulations, adoption-leave provisions)

CSU-LEAVE-02

Social Security Contributions and Benefits Act 1992, Statutory Maternity Pay (General) Regulations 1986, Statutory Paternity Pay and Statutory Adoption Pay (General) Regulations 2002, Statutory Shared Parental Pay (General) Regulations 2014, Statutory Parental Bereavement Pay (General) Regulations 2020 and official employer guidance (statutory adoption-pay legislation and guidance)

CSU-LEAVE-06

Protection from Redundancy (Pregnancy and Family Leave) Act 2023 and Maternity Leave, Adoption Leave and Shared Parental Leave (Amendment) Regulations 2024 (2024 family-leave protection amendments)

Q38 / Q-S-062

AOC-04 / Time, rest and time away

Sharing and arranging parental leave and pay

Companion explanation

This question measures control over using parental support: dividing it between parents, taking time together or in turn, returning to work between blocks, and changing future plans. The number of paid weeks and the pay rate belong to Q35 and Q37.

A parent's employer can provide a usable sharing arrangement even when the maternity or adoption allowance originates elsewhere. Assess this engagement's commitments, and identify coordination needed with the other parent. One employer cannot guarantee another employer's decisions or transfer another employer's company pay.

Choosing an answer

Select the highest position wholly supported by the engagement's terms. Ordinary statutory sharing and partial improvements meet position 2. Position 3 requires all the stated scheduling and change guarantees, together with preservation of access to any relevant remaining company top-up.

Position	What distinguishes it
1	Birth- or adoption-related support is arranged without a guaranteed option to share leave or pay.
2	Eligible parents can share available leave or pay, with restrictions such as a booking limit, approval for alternating weeks, more than eight weeks' notice for changes, or loss of company pay top-ups.

Position	What distinguishes it
3	Eligible parents can choose and change whole-week blocks of shared leave or pay by giving eight weeks' notice, without case-by-case approval, and keep any available company maternity or adoption pay top-ups when sharing.

Examples

Position 1 | Temporary: A genuinely self-employed consultant accepts a short client project. No statutory shared-leave or shared-pay duty applies to that client, and the contract contains no equivalent sharing arrangement. Position 1.

Position 2 | Permanent: An eligible employee can use the statutory shared-leave scheme. Three notices cover bookings or changes; an alternating two-weeks-off, two-weeks-at-work pattern needs agreement. Position 2.

Position 3 | Permanent: An employer guarantees eligible parents their chosen whole-week pattern and future changes on eight weeks' notice, without a booking cap or case-by-case approval. Relevant company maternity or adoption top-ups remain available when sharing. Position 3.

Boundaries and qualifications

- Assess this engagement's usable mechanism for allocating existing leave and/or pay, including an allocation originating through the other parent. Statutory rights count even if a policy merely repeats them. Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP) have separate eligibility: some people have leave without pay or pay without

Q38 continues on the next page.

Sharing and arranging parental leave and pay

Boundaries and qualifications - continued

employee leave. Where both apply, assess both rather than choosing the better component.

- Position 3 guarantees any otherwise eligible pattern of whole-week blocks, including overlap with or sequential use after the other parent, further bookings and future changes without a booking/change cap or case-by-case business approval. More flexible day-based arrangements qualify if whole-week choices remain available. A finite allowance, lawful use window, eligibility conditions, parental agreement and required evidence still apply.
- The position-3 guarantee accepts bookings and future changes with eight weeks' valid notice, or a guaranteed shorter period. Apply notice to affected old and new dates where required; statutory short-notice exceptions remain protected. This does not rewrite leave already used. A longer voluntary notice condition can remain within position 2 only where it does not curtail an applicable statutory right.
- A valid statutory booking for one continuous period cannot simply be refused; alternating work and leave can require agreement. The ordinary combined limit is three booking/change notices, with specified exceptions and possible agreement to more. Position 3 removes that employer cap and discretionary approval. Eight weeks is the source-based WEQF comparison, not a new universal minimum notice period.
- For position 3, sharing must not remove access to the remaining relevant company maternity or adoption top-up otherwise available in this arrangement. Record the enhancement and its conditions. Already-used funding is not recreated; the same allowance is not paid twice, and another employer's scheme need not be matched. If

no relevant top-up exists, record that fact and assess the scheduling guarantee. Preserving a top-up alone does not establish position 3; preserving it is a WEQF quality condition, not a universal legal duty to mirror company maternity pay.

- Apply actual responsibility, service, earnings, notice, curtailment and partner-related conditions. One eligible parent can use shared leave in blocks even if the other takes none. Genuine self-employment does not create SPL/ShPP in that client relationship, although that parent's work history or Maternity Allowance curtailment may support an employed partner's entitlement elsewhere. Category or a contractor label does not settle eligibility.
- The statutory arrangement can make up to 50 leave weeks and 37 pay weeks available after maternity/adoption support is reduced. These are shared totals, not a new allowance for each parent. Changing future shared-leave dates is distinct from ending maternity/adoption leave or pay, whose curtailment has limited revocation rights. A flexible policy cannot revive an ended statutory entitlement, enlarge the pool or control another employer's decisions.
- Identify the responsible employer, agency, umbrella or engager and any coordination needed with the other parent. Check actual employment and payment conditions at the intended dates; SPL/ShPP do not simply follow maternity/adoption pay continuation rules. An assignment end need not end employment. A finite engagement does not automatically lower scheduling quality, but a promise unusable within the available relationship cannot support a higher answer; a genuinely usable shorter-notice guarantee can.
- Planned mode uses terms applying from commencement and during the stated period; Ongoing mode uses current terms. Assess

Q38 continues on the next page.

Q38 / Q-S-062 - continued

AOC-04 / Time, rest and time away

Sharing and arranging parental leave and pay

Boundaries and qualifications - continued

standing availability without requiring a current pregnancy, adoption or intention to parent. For named cases apply actual qualifying facts. Separate materially different service groups, birth/adoption schemes or pay conditions, or use the weakest common guarantee. Unknown access, conditions or top-up treatment needs clarification; it is not position 1 or N/A.

- Preserve applicable return, detriment, dismissal and redundancy protections. Additional suitable-vacancy priority after six consecutive weeks of SPL depends on the amended rules, overlap and continuing employment, ordinarily to 18 months from birth or placement, with overseas adaptation. Shorter blocks may not secure that extra protected period; position 3 still permits a qualifying continuous block. Underlying leave/pay amounts remain under Q35 and Q37, and the separate Q36 partner allowance is outside the shared pool.

Source references

CSU-LEAVE-01

Maternity and Parental Leave etc. Regulations 1999, Paternity and Adoption Leave Regulations 2002, Shared Parental Leave Regulations 2014 and Parental Bereavement Leave Regulations 2020 (Shared Parental Leave Regulations 2014, including reg 39 as amended)

CSU-LEAVE-02

Social Security Contributions and Benefits Act 1992, Statutory Maternity Pay (General) Regulations 1986, Statutory Paternity Pay and Statutory Adoption Pay (General) Regulations 2002, Statutory Shared Parental Pay (General) Regulations 2014, Statutory Parental Bereavement Pay (General) Regulations 2020 and official employer guidance (statutory shared-parental-pay legislation and guidance)

CSU-LEAVE-06

Protection from Redundancy (Pregnancy and Family Leave) Act 2023 and Maternity Leave, Adoption Leave and Shared Parental Leave (Amendment) Regulations 2024 (2024 family-leave protection amendments)

Q39 / Q-S-063

AOC-04 / Time, rest and time away

Time off and pay when a baby needs neonatal care

Companion explanation

This question considers the additional time and income available because a newborn baby needs medical or palliative care. It recognises unpaid time, partial income replacement and an arrangement that maintains normal earnings throughout the neonatal-care allowance.

The 12-week reference describes the arrangement's capacity. A policy paying full normal pay for every accrued week, capped at 12 weeks, meets position 4 even when a baby's care creates only two weeks of leave. A policy limiting full pay to two weeks meets position 3, even if that happens to cover one family's whole episode. More generous cover also meets position 4.

Choosing an answer

Select the highest position supported by guaranteed neonatal-specific time and pay. Include applicable statutory rights. Position 4 requires full normal pay for every accrued week through a scheme capacity of at least 12 weeks, with usable time away; assess that standing promise, not one short claim.

Position	What distinguishes it
1	Neonatal-care time off and pay are outside the engagement's guaranteed support.
2	Neonatal-care time off is available without pay.
3	Neonatal-care time off includes reduced pay, a full-pay allowance capped below 12 weeks, or a mixture of paid and unpaid weeks.

Position	What distinguishes it
4	Neonatal-care time off is paid at full normal pay for one week per qualifying week of the baby's care, with a full-pay allowance of at least 12 weeks.

Examples

Position 1 | Temporary: A genuinely self-employed consultant's six-week client contract contains no neonatal-related time-off or payment commitment, and no statutory neonatal duty applies to that relationship. Position 1.

Position 2 | Permanent: An employee in a six-month guaranteed-hours role qualifies for neonatal leave but has insufficient service for statutory neonatal pay. The employer offers no voluntary payment. Position 2.

Position 3 | Permanent: An employer guarantees two neonatal weeks at full normal pay, followed by statutory neonatal pay for any further eligible weeks. The full-pay allowance stops at two weeks. Position 3.

Position 4 | Permanent: An ongoing employee's terms provide full normal pay for each accrued neonatal week, up to 12 weeks. The baby's care creates four weeks of leave, and all four are fully paid. Position 4.

Boundaries and qualifications

- Statutory care must begin within 28 days after birth and last at least seven full consecutive days, counted from the day after care begins. It covers hospital medical treatment, qualifying hospital-arranged consultant-directed aftercare and palliative care; treatment need not be in a neonatal unit.

Q39 continues on the next page.

Time off and pay when a baby needs neonatal care

Boundaries and qualifications - continued

The rules apply to qualifying births from 6 April 2025. Each complete qualifying care week generates one leave week, up to 12; wider contractual cover can also count.

- Compare the arrangement's capacity. A shorter care episode does not lower a scheme paying every accrued week at full normal pay up to 12 weeks, and unused weeks need not be paid out. A full-pay cap below 12 weeks remains position 3 even if it covers one family's entire episode. More generous terms qualify for position 4 if they cover the whole reference. Full normal pay throughout this capacity is a WEQF quality criterion, not a statutory salary requirement.
- Normal pay means usual gross earnings for the ordinary working pattern, including regular guaranteed components. Use a disclosed representative calculation for variable earnings, or planned guaranteed earnings where history is absent. A basic-pay cap excluding regular normal earnings is not full normal pay. Count statutory pay within a company total once. Clarify unexplained calculations rather than assuming full pay.
- Position 3 covers any positive guaranteed neonatal income short of full-reference funding: statutory or reduced pay, a short full-pay period, or mixed paid and unpaid weeks. Record rate, duration and access. These partial packages share one position; a short full-pay period is not automatically ranked above longer reduced pay. Position 2 requires genuine usable unpaid time without an applicable payment entitlement being ignored.
- Leave and pay have separate conditions. Qualifying employees have day-one neonatal leave; statutory pay normally requires 26 weeks by the applicable relevant week, the

appropriate earnings test and employment, notice and payment conditions. The relevant week can depend on maternity, paternity or adoption pay. Some agency and other workers qualify for pay without employee leave rights. Apply actual relationship, parental responsibility, intended-parent/adoption and scheme conditions; labels do not establish eligibility.

- Time away must genuinely relieve work or delivery duties. A binding independent-contract pause can count; simply declining future work, working through the period or using annual holiday does not create neonatal support. Identify the liable employer, agency, umbrella or engager. Government reimbursement does not prevent a payment under that obligation from counting, but savings, charity help, another parent's allowance and unrelated public payments do not increase this provision.
- Neonatal leave is additional to other family leave. Maternity or adoption leave is normally followed by accrued neonatal leave, within the permitted window; it cannot simply be paused and restarted to create a new entitlement. Normal maternity pay during hospital care does not establish pay for the later neonatal period. Preserve applicable sequencing and interruption rules without double-counting the same time or payment.
- Statutory leave must be used within 68 weeks of birth. During care and the following seven days, whole-week blocks can be separated after the first qualifying week; later leave generally forms one continuous block. During the first period, leave notice is before work on the first absence day or as soon as reasonably practicable. Later notice is normally 15 days for one week or 28 days for two or more, with waiver by agreement. Pay

Q39 continues on the next page.

Time off and pay when a baby needs neonatal care

Boundaries and qualifications - continued

has separate notice rules. Preserve applicable notice flexibility.

- Planned mode uses commitments from commencement and during the declared period; Ongoing mode uses current terms. Assess standing support without requiring a current neonatal episode. For identified cases, check accrued leave, eligibility, intended use and end dates. An assignment ending need not end employment, but neonatal pay has its own continuous-employment and stopping conditions, including anti-avoidance protection. Do not copy maternity/adoption continuation rules or promise inaccessible future support.

- Separate materially different eligibility, funding or end-date groups, or use the weakest common guarantee. Clarify unknown capacity, pay and access; uncertainty is not position 1 or N/A. Preserve applicable contractual, return, detriment and dismissal protections. Additional redundancy suitable-vacancy priority after six consecutive neonatal weeks depends on overlap, continuing employment and the specified 18-month endpoint. A cash promise does not replace these rights or legitimise prohibited denial.

Source references

CSU-LEAVE-04

Neonatal Care (Leave and Pay) Act 2023, Neonatal Care Leave Regulations 2025 and Statutory Neonatal Care Pay Regulations 2025 (Neonatal Care Leave Regulations 2025, including regs 13-18)

Q40 / Q-S-064

AOC-04 / Time, rest and time away

Parental time off to care for a child

Companion explanation

This question concerns ordinary time to look after a child as they grow up. It compares whether a separate period away from work is guaranteed and how much of that parental time is paid.

Four weeks is the usual annual limit per child; the 18 weeks is the parent's total allowance for that child, not an annual allowance. Each parent has their own entitlement. Statutory leave already taken with another employer counts towards the 18 weeks. A change of employer does not start a fresh allowance.

Choosing an answer

Select the highest position supported by a separate, usable parental allowance. Position 4 funds every available week up to four per child each leave year throughout the parent's 18-week allowance for that child. Compare the standing scheme, not the size of one request or an unused balance.

Position	What distinguishes it
1	Separate parental time off and pay are outside the engagement's guaranteed support.
2	Separate parental time off is available without pay.
3	Parental time off includes some pay, but full normal pay does not cover up to four weeks per child each year throughout the parent's 18-week allowance for each child.
4	Parental time off is paid at full normal pay for up to four weeks per child each year, throughout the parent's 18-week allowance for each child.

Examples

Position 1 | Temporary: A genuinely self-employed consultant's six-week client contract promises no parental time off or parental payment, and no statutory parental-leave duty applies to the relationship. Position 1.

Position 2 | Permanent: An eligible employee starts a six-month guaranteed-hours role. The employer provides statutory unpaid parental leave from day one, without company parental pay. Position 2.

Position 3 | Permanent: An employee can take statutory parental leave, and the employer pays five parental days each year at normal pay. The rest of the parental allowance is unpaid. Position 3.

Position 4 | Permanent: An ongoing employee's policy pays full normal pay for up to four parental weeks per child each year, continuing until the parent's 18-week allowance for each child is used. Position 4.

Boundaries and qualifications

- The reference is 18 weeks per parent per child before the child turns 18, normally up to four weeks per child in each applicable leave year. This is neither an annual 18-week allowance nor a pooled family entitlement. Prior statutory use with another employer counts; a new job does not refresh it. Use the statutory or agreed leave year rather than silently substituting the calendar year.
- Position 4 pays full normal earnings for every available parental week within both the annual and overall reference. A person with only two weeks left can still be covered by such a scheme; used entitlement need not be restored. Paying only the first four weeks in total, or a smaller annual allowance, remains position 3 even if it covers one current

Q40 continues on the next page.

Parental time off to care for a child

Boundaries and qualifications - continued

request. A more generous scheme qualifies if it covers the reference.

- Position 3 includes reduced pay, a few paid days or weeks, and an initial full-pay period followed by unpaid time. Record the pay rate, recurring annual allowance, total paid cap and unpaid balance separately. Partial packages share one position without ranking short full-pay periods above longer reduced pay. A wholly unpaid scheme remains position 2 even with extra time or flexibility; describe that additional support.
- A week follows the person's normal work in seven days, using the applicable representative method for irregular hours. Normal pay includes usual gross earnings and regular guaranteed components; for a planned engagement without history, use the agreed guaranteed pattern. A basic-pay cap excluding regular earnings is not full pay. An independent arrangement needs a binding normal-fee or replacement-income calculation and genuine relief from delivery duties.
- From 6 April 2026, eligible employees have no service qualifying period for statutory unpaid parental leave. Parental responsibility, the child being under 18, remaining entitlement and notice still apply. The change is not limited to children born or placed after that date. Worker or self-employed status alone does not supply this employee right, although a binding equivalent can be promised. Ordinary parental leave remains statutorily unpaid; paid enhancements have their own applicable conditions.
- The allowance must release the person from work or agreed delivery obligations. Working from home, using annual holiday, arranging one's own schedule or declining unoffered work does not by itself create separate parental time. Statutory notice and lawful

postponement do not make the entitlement discretionary. Pay without usable absence is insufficient; where a known package cannot be truthfully represented, clarify its scope rather than forcing an answer.

- Statutory booking normally requires 21 days' notice and whole weeks, with the applicable expected-week rules around birth or placement. Shorter periods can be agreed and have statutory protection for parents of a child receiving Disability Living Allowance or Personal Independence Payment. Postponement for undue disruption requires the prescribed explanation, consultation and written response within seven days, with a substitute start generally within six months. Leave immediately following birth or placement has special protection against postponement.
- Planned mode uses support available from commencement and during the stated period; Ongoing mode uses current support. Do not require a current child-care request or intention to parent, or credit an unavailable long-service enhancement. For an individual claim, apply remaining leave, age, notice and relationship dates. An assignment end may leave employment continuing; an employment or contract end does not automatically extend for leave. A normal end date does not erase a standing scheme, but unusable promised support cannot justify a higher position.
- Identify the responsible employer, agency, umbrella or engager and funding reaching the individual. Preserve applicable employment terms, detriment/dismissal protections and conditional return rights; unpaid leave does not mean every remuneration entitlement continues. Separate materially different schemes or eligibility groups, or use the weakest common guarantee. Clarify unknown allowance, pay calculations or restrictions; unknown is not position 1 or N/A, and a low

Q40 continues on the next page.

Q40 / Q-S-064 - continued

AOC-04 / Time, rest and time away

Parental time off to care for a child

Boundaries and qualifications - continued

answer cannot legitimise denial of an applicable right.

- This is separate from Q35-Q39 birth, partner, adoption, shared-parental and neonatal support, and from Q33 annual holiday. Q41 covers planned longer-term dependant caring and Q42 unexpected dependant emergencies. A school holiday can be planned parental use; sudden childcare failure can be an emergency. If a flexible leave pot serves several purposes, identify the parental allocation and shared cap rather than presenting it as several independent extra allowances. Another parent's allowance, outside benefits and private savings do not raise this engagement's result.

Source references

CSU-CORE-01

Employment Rights Act 1996 (parental-leave provisions)

CSU-CORE-02

Employment Rights Act 2025 (s 15)

CSU-CORE-13

Employment Rights Act 2025 (Commencement No. 1 and Transitional and Saving Provisions) Regulations 2026, Commencement No. 2 and Transitional and Saving Provisions (Amendment) Regulations 2026, Commencement No. 3 and Transitional Provisions Regulations 2026 and Commencement No. 4 and Transitional and Saving Provisions Regulations 2026 (SI 2026/3, reg 4; day-one parental leave from 6 April 2026)

CSU-LEAVE-01

Maternity and Parental Leave etc. Regulations 1999, Paternity and Adoption Leave Regulations 2002, Shared Parental Leave Regulations 2014 and Parental Bereavement Leave Regulations 2020 (1999 Regulations, parental-leave provisions)

Q41 / Q-S-065

AOC-04 / Time, rest and time away

Time off and pay for planned caring responsibilities

Companion explanation

This question considers planned or ongoing support for a person who relies on the individual for care. It compares a guaranteed break from work, the income available during that break, and whether paid time can be used for shorter caring commitments.

A long-term care need includes an illness or injury expected to require care for more than three months, a disability under the Equality Act 2010, or a care need connected with old age. The person can be a partner, child, parent or someone who reasonably relies on the individual for care, such as a neighbour. They need not be a relative.

Choosing an answer

Select the highest position supported by a usable planned carer's allowance and the assessed person's eligibility. Position 4 requires at least one normal working week at full normal pay in each rolling 12-month period, including paid half-day and full-day use. Compare the scheme's capacity, not the length of one request.

Position	What distinguishes it
1	Planned carer's time off and pay are outside the engagement's guaranteed support.
2	Planned carer's time off is available without pay.
3	Planned carer's time off includes some pay, but does not provide a full normal working week at full normal pay every 12 months, usable in half-day or longer blocks.

Position	What distinguishes it
4	At least one normal working week of planned carer's time off is available at full normal pay every 12 months, usable in half-day, full-day or whole-week blocks.

Examples

Position 1 | Temporary: A genuinely self-employed consultant's six-week client contract contains no planned carer's break or carer's-pay commitment, and no statutory carer's-leave duty applies to that relationship. Position 1.

Position 2 | Permanent: An eligible employee starts a six-month guaranteed-hours role. The employer provides the statutory unpaid carer's week from day one, with no company payment for caring time. Position 2.

Position 3 | Permanent: An employee normally works five days a week. The employer pays two carer's days at full normal pay each year; three further carer's days are unpaid. Position 3.

Position 4 | Permanent: An employee normally works three days a week. The employer guarantees three working days of carer's leave at full normal pay every 12 months, available in half days or longer blocks. Position 4.

Boundaries and qualifications

- Count giving or arranging care for a dependant with a qualifying long-term need. The illness or injury must require, or be likely to require, care for more than three months; three months of care need not already have elapsed. Disability and old-age needs are separate grounds. A qualifying household member or someone who reasonably relies on

Q41 continues on the next page.

Time off and pay for planned caring responsibilities

Boundaries and qualifications - continued

the individual can be included; a tenant, lodger, boarder or employee does not qualify solely through living there.

- The statutory employee entitlement applies from day one and has operated since 6 April 2024. It is one normal working week across all dependants in a rolling 12-month period ending on the last day of the requested leave. It is not one week per dependant or incident. Use normal required hours or the applicable average for irregular or part-year work, including the shorter employment period or expected first-week work where needed. A short contract alone does not pro-rate the day-one right.
- Position 4 funds the whole normal week, usable in half-working-day, full-day or whole-week blocks. More paid time or shorter blocks qualifies if the reference is covered. A shorter request or prior use of part of the allowance does not lower a fully funded scheme; neither does a small paid cap become a full week because it covers one request. The funded week can improve the statutory unpaid week; a second week is unnecessary.
- Position 3 includes reduced pay, paid days followed by unpaid time, and full-pay caps below one normal week or incomplete paid-block access. Record pay, duration and block conditions. Resolve disputed restrictions against the effective statutory and contractual rights before treating them as lawful shortfalls. Partial packages share one position; a short full-pay period is not automatically superior to longer reduced pay. A wholly unpaid scheme remains position 2, with any extra time or flexibility described.
- Normal pay means usual gross earnings for the normal working pattern, including regular

guaranteed components. Use a stated representative method for variable earnings or the agreed guaranteed pattern where a planned engagement has no earnings history. A basic-pay cap excluding normal components is not full pay. Equivalent independent arrangements need binding fee or income protection and genuine relief from delivery duties. State Carer's Allowance, private resources and care-service costs are not this engagement's earnings replacement.

- The time must genuinely relieve or defer work or delivery duties. Statutory rights count even if a policy omits them. A discretionary favour, declining unaccepted work or completing the same work at different hours is not a separate allowance. Statutory carer's leave is unpaid; paid enhancements have their own qualifying conditions, which must be met. Category, agency, umbrella or contractor labels do not decide employee status or access.
- Notice is normally at least three days or twice the leave requested, whichever requires earlier notification; insufficient notice may be waived. Requests need not be written, and evidence cannot be required as a condition of granting statutory carer's leave. Do not add a clinical-proof requirement. Postponement requires undue-disruption grounds, consultation and the same duration starting within one month of the first requested date. Written reasons and replacement dates are due as soon as reasonably practicable, within seven days of notice or before leave starts if earlier.
- Planned mode uses support from commencement and during the stated period; Ongoing mode uses current terms. Assess standing provision without a current dependant or request. Do not credit an unavailable service-based enhancement or refresh a used allowance. An assignment end

Q41 continues on the next page.

Q41 / Q-S-065 - continued

AOC-04 / Time, rest and time away

Time off and pay for planned caring responsibilities

Boundaries and qualifications - continued

need not end employment, but a contract is not automatically extended for caring leave. Check practical notice/use dates and any continuing promise.

- Identify who permits the absence and pays it; a host's or another employer's policy is not automatically available. Separate materially different hours, funding, eligibility or scope, or use the weakest common guarantee. Clarify unknown pay, block rules and access rather than treating them as position 1 or N/A. Preserve applicable non-remuneration terms, return rights and protection from detriment and dismissal; do not import special suitable-vacancy redundancy priority from other family-leave schemes.

- Q42 covers dependant emergencies, Q40 ordinary parental time, Q39 neonatal care and Q33 annual holiday. A common family or compassionate policy can supply real carer's support, but identify its caring allocation and any shared cap. The more favourable features of corresponding statutory and contractual carer's rights can operate together without doubling the week. A retained low answer cannot legitimise denial of an applicable right.

Source references

CSU-LEAVE-03

Carer's Leave Act 2023, Carer's Leave Regulations 2024 and official guidance (2024 Regulations, regs 3, 5-8, 9-12 and 14)

Q42 / Q-S-066

AOC-04 / Time, rest and time away

Time off and pay for dependant emergencies

Companion explanation

This question compares whether the person can step away from work to handle a dependant's emergency, and how much income they keep during that absence. The practical difference is between no guaranteed support, unpaid time, some paid support and full pay throughout reasonable emergency time.

Employees are entitled to a reasonable amount of time off for qualifying dependant incidents. There is no fixed statutory number of days or occasions. This statutory time does not itself carry a right to pay; payment can be an engagement enhancement.

Choosing an answer

Select the highest position supported by the engagement's standing commitment and the individual's eligibility. Position 4 covers all reasonable qualifying emergency time at full normal pay without a fixed paid-time or occasion cap. A short absence fitting within a limited paid allowance does not establish that guarantee.

Position	What distinguishes it
1	Emergency time off and pay for dependants are outside the engagement's guaranteed support.
2	Time off for a dependant's emergency is available without pay.
3	Time off for a dependant's emergency includes reduced pay or a limited allowance of fully paid hours, days or occasions.

Position	What distinguishes it
4	All reasonable time off for a dependant's emergency is available at full normal pay, without a fixed cap on paid hours, days or occasions.

Examples

Position 1 | Temporary: A genuinely self-employed consultant's six-week client contract promises no emergency break or emergency pay, and no employee time-off duty applies. Position 1.

Position 2 | Permanent: An employee on a six-month guaranteed-hours contract can take reasonable unpaid time when a dependant has an emergency. The engagement promises no emergency pay. Position 2.

Position 3 | Permanent: An employer pays the first two emergency days each year at full normal pay. Further reasonable emergency time is unpaid. Position 3.

Position 4 | Permanent: An employer guarantees full normal pay for all reasonable dependant-emergency time, without a fixed paid-day or occasion cap. Position 4.

Boundaries and qualifications

- Reasonable time is the time needed to address the immediate problem and make necessary arrangements, not normally the whole of a long recovery. Qualifying incidents include assistance with illness, injury, assault or birth; arranging care; unexpected care disruption; unexpected incidents involving the employee's child at school; and necessary action following a dependant's death. Mental

Q42 continues on the next page.

Time off and pay for dependant emergencies

Boundaries and qualifications - continued

illness or injury can qualify. No long-term care condition is required.

- Apply the core dependant relationships and the reasonable-reliance extensions appropriate to the incident. Partners, children, parents and qualifying household members are included; someone outside the household can qualify under the relevant reliance rules. Do not extend every reliance rule automatically to death. Necessary funeral arrangements or attendance can qualify, so a funeral is not excluded merely because its date becomes known in advance.
- There is no fixed statutory day or occasion limit on qualifying reasonable time. Position 4 funds all that reasonable time without an hours, days, occasions, per-incident or annual payment cap. Reasonableness and necessary-action conditions still apply; this is not unlimited compassionate or long-term caring leave. Full pay for selected incident types does not establish uniform coverage: use the weakest common guarantee and describe any targeted enhancement.
- Position 3 covers reduced pay or a finite paid allowance followed by reasonable unpaid time. Record rate, capacity, period, incident restrictions and the actual remaining balance. A current request within the cap does not make the scheme fully funded; an exhausted allowance is not silently renewed. The payment cap does not remove a separate employee right to further reasonable unpaid time. Different partial packages share one position without a hidden conversion between days and pay rates.
- Full normal pay means usual gross income for the work affected, including normal guaranteed components. For variable hours, use the stated representative method and accepted or required work. No committed work or earnings between assignments

means a bare ability to decline work does not establish full emergency pay. An independent equivalent needs binding income protection and relief from work or delivery duties; an unchanged fixed-price project is not automatically paid leave.

- Employees have the statutory time-off right without a service qualifying period, subject to dependant, purpose and notification conditions. Include that right even if a policy is silent. Contractual paid support can have separate conditions; do not credit a new starter with a future enhancement. Category, contract length, tax, agency or zero-hours labels do not decide eligibility. Ordinary holiday, rescheduled work, outside benefits, loans and care-service reimbursements are not separate emergency earnings replacement.
- Explain the reason and expected duration as soon as reasonably practicable, subject to the exception where notification cannot occur before return. Advance notice may be impossible. Notice need not be written, and written proof is not a statutory requirement. Do not import Q41's planned-carer booking or postponement rules. Qualifying reasonable time and protections against refusal, detriment and dismissal remain applicable.
- Planned mode uses support available from commencement and during the stated engagement; Ongoing mode uses current terms. Assess standing support without a current emergency. An assignment end can differ from employment ending; use the responsible continuing employer's promise where applicable. Emergency time does not automatically extend a contract, and post-end support needs an actual basis.
- Identify the parties responsible for release and payment, including agency or umbrella arrangements; the buyer's policy may not cover the individual. Separate materially different eligibility, pay or incident coverage,

Q42 continues on the next page.

Q42 / Q-S-066 - continued

AOC-04 / Time, rest and time away

Time off and pay for dependant emergencies

Boundaries and qualifications - continued

or use the weakest genuinely common guarantee. Clarify unknown time, funding and access; no recent use or missing information is not position 1 or N/A. Known denial of an applicable right is not a lawful low provision.

- Funding the statutory unpaid absence improves that same time; no extra block is required. Q41 covers planned caring, Q43 the dedicated parental-bereavement scheme and Q44 broader compassionate support.

Preserve necessary death-related action here without duplicating those allowances. A shared emergency or compassionate pot retains its cap, allocation, concurrent-use limits and remaining balance; it is not several independent funds.

Source references

CSU-CORE-01

Employment Rights Act 1996 (s 57A(1)(a)-(e), (2)-(6) and associated dependant-time provisions; official dependant-time guidance)

Q43 / Q-S-067

AOC-04 / Time, rest and time away

Parental-bereavement time off and pay

Companion explanation

This question considers whether the individual can take time away after losing a child and whether their income is maintained. It compares no guaranteed support, unpaid time, some paid support and two weeks at full normal pay.

Eligible employees have a right to two weeks of parental-bereavement leave from their first day of employment. The two weeks are available for each child who dies or is stillborn. The allowance belongs to each eligible parent; it is not a single pot shared between parents.

Choosing an answer

Select the highest position supported by the guaranteed allowance and actual eligibility. Position 4 requires at least two usable weeks per child at full normal pay. Compare the scheme's promise, not one shorter request; the paid weeks may improve the statutory weeks rather than being additional to them.

Position	What distinguishes it
1	Parental-bereavement time off and pay are outside the engagement's guaranteed support.
2	Parental-bereavement time off is available without pay.
3	Parental-bereavement time off includes some pay, but full normal pay is not provided for two weeks per child.
4	At least two weeks of parental-bereavement time off per child are available at full normal pay.

Examples

Position 1 | Temporary: A genuinely self-employed consultant's six-week client contract promises no parental-bereavement break or pay, and no statutory leave or pay entitlement applies in that relationship. Position 1.

Position 2 | Permanent: A new employee starts a six-month guaranteed-hours role. They have two weeks of statutory parental-bereavement leave but do not qualify for statutory pay, and the employer offers no company pay. Position 2.

Position 3 | Temporary: A zero-hours employee meets the service and earnings conditions for statutory parental-bereavement pay. Two weeks of leave are available with statutory pay and no company top-up. Position 3.

Position 4 | Permanent: An employee normally works three days a week. The employer guarantees two parental-bereavement weeks at full normal pay for each child, taken together or separately. That covers six working days. Position 4.

Boundaries and qualifications

- The Great Britain reference covers the death of a child before age 18 or a stillbirth after 24 weeks of pregnancy. If a child is born alive and later dies, gestational age at birth does not exclude the child-death provision. Qualifying adoptive and intended parents, partners and parents in fact can be included; this is not limited to biological parents. Apply the specific relationship conditions and exceptions. The usual four-week residence/day-to-day-care test for a parent in fact is not a condition for every parental relationship.

Q43 continues on the next page.

Parental-bereavement time off and pay

Boundaries and qualifications - continued

- Two weeks belong to each eligible parent for each child, not to an annual or shared family pot. A week follows the person's normal working pattern, including a properly established irregular-hours or new-starter reference. Ordinary access is in one-week blocks, together or separately, completed within 56 weeks of the loss. Preserve lawful interruption and restart alongside other family leave.
- Position 4 funds both usable weeks at full normal pay, including the effective separate/consecutive-week access. A more generous scheme qualifies if it covers this reference. A shorter request or use of one week does not lower a genuine two-week scheme; a scheme paying only one week does not become position 4 because that is all someone requests. Resolve disputed paid-access restrictions against the more favourable corresponding statutory and contractual rights, without doubling the allowance.
- Position 3 includes statutory pay alone, reduced pay, less than two full-pay weeks or lawful mixtures of paid and unpaid time. Record actual rates, caps and dates. Short full-pay and longer reduced-pay packages share this position without hidden weighting. The two-week full-pay reference is a WEQF comparison, not a claim that two weeks meets every bereaved person's needs. Retain broader eligibility or extra time in the supporting description.
- Employee leave is available from day one, subject to the loss, relationship, dates and notice. Statutory pay has separate service, earnings, employed-earner and claim conditions, normally including 26 weeks to the relevant week and continued employment through the day of loss. The relevant week ends on the Saturday immediately before the week of death or stillbirth. A company

enhancement can have different qualifying terms; use the actual person's or group's eligibility.

- Normal pay means usual gross earnings for the normal work missed, including regular guaranteed components and a disclosed representative calculation for variable earnings. Count statutory pay once within inclusive company pay; its percentage or weekly cap is not automatically normal pay. An independent paid pause needs a binding fee/income basis and genuine relief from duties. Personal resources, unrelated benefits or insurance, loans, counselling and funeral-expense contributions alone do not establish paid time away.
- Some people have a statutory pay entitlement without employee leave rights. Preserve that income and establish whether contractual or other actual arrangements provide usable time away. Where both are established, assess the combined support. If a known pay-only case has no representable time-away commitment, record and clarify that case rather than calling it no support or inventing protected paid leave.
- Within the first 56 days after loss, leave notice is normally before work starts on the requested first day, or as soon as reasonably practicable if impossible; later requests normally need one week. Leave notice need not be written and proof of death or stillbirth is not required. Apply the rules for requests after work has started, cancellations and already-started weeks. Pay claims separately normally require written identifying information and a relationship declaration within 28 days of the first day of the claimed week, with applicable exceptions. One request can meet both sets of requirements.
- Planned mode uses support from commencement and during the stated period; Ongoing mode uses current terms. No current bereavement is needed. Do not credit

Q43 continues on the next page.

Q43 / Q-S-067 - continued

AOC-04 / Time, rest and time away

Parental-bereavement time off and pay

Boundaries and qualifications - continued

inaccessible service-based pay, replenish a used balance or infer entitlement from category. An assignment end need not end employment; leave does not automatically extend a contract, and statutory pay does not necessarily stop at that end. Establish actual continuing pay and usable absence. Preserve non-remuneration terms, conditional return rights and protection from detriment and dismissal.

- Identify who permits absence and provides payment; a host's policy may not cover the supplied worker. Separate materially different eligibility or funding groups, or use the weakest common guarantee. Clarify unknown rights and restrictions; low answers do not legitimise denial. Keep this dedicated allowance distinct from Q42 emergency time, Q44 broader compassion and other family, holiday or sickness provision. A shared

compassionate pot retains its real cap and allocation; broader loss coverage does not earn duplicate credit.

Source references

CSU-LEAVE-01

Maternity and Parental Leave etc. Regulations 1999, Paternity and Adoption Leave Regulations 2002, Shared Parental Leave Regulations 2014 and Parental Bereavement Leave Regulations 2020 (Parental Bereavement Leave Regulations 2020, regs 4, 6-7, 9-13 and 15; official guidance)

CSU-LEAVE-02

Social Security Contributions and Benefits Act 1992, Statutory Maternity Pay (General) Regulations 1986, Statutory Paternity Pay and Statutory Adoption Pay (General) Regulations 2002, Statutory Shared Parental Pay (General) Regulations 2014, Statutory Parental Bereavement Pay (General) Regulations 2020 and official employer guidance (Statutory Parental Bereavement Pay (General) Regulations 2020 and official guidance)

Q44 / Q-S-068

AOC-04 / Time, rest and time away

Broader compassionate time off and pay

Companion explanation

This question covers a separate opportunity to step away from work during a serious personal event or loss. It asks whether help is available only by individual agreement, or whether the person can rely on an unpaid or paid allowance.

Case by case means the employer or engager can decide whether to grant any compassionate time off. Guaranteed means that, when the stated conditions are met, the person can rely on an allowance. A manager checking those conditions or arranging dates does not, by itself, make the allowance discretionary.

Choosing an answer

Select the highest position wholly supported for the assessed person or common group. Record the specific events and relationships covered, usable time and any guaranteed payment. A real paid allowance for a defined broader event supports position 4 even if other events receive only unpaid or discretionary help.

Position	What distinguishes it
1	Broader compassionate time off is outside the engagement's available support.
2	Requests for compassionate time off are considered case by case; there is no guaranteed time-off allowance.
3	Compassionate time off is guaranteed for defined personal crises or bereavements, but no paid allowance is guaranteed.

Position	What distinguishes it
4	A paid compassionate time-off allowance is guaranteed for defined personal crises or bereavements.

Examples

Position 1 | Permanent: An office employee has the applicable specific leave rights, but no broader compassionate time-off arrangement. A close friend's funeral falls outside the engagement's additional support. Position 1.

Position 2 | Temporary: An eight-week engagement has an arrangement for considering compassionate requests. The manager decides each request for time off and any pay individually, with no promised allowance. Position 2.

Position 3 | Permanent: A six-month guaranteed-hours contract promises up to three unpaid working days for a close friend's death or serious damage to the home. The allowance can be relied on when the stated conditions are met; no pay is promised. Position 3.

Position 4 | Temporary: An eight-week contract guarantees two compassionate working days at half normal pay following the death of a close friend. The person can use the allowance during the contract. Position 4; record two days at half pay.

Boundaries and qualifications

- Assess serious personal or family events outside the specific leave provisions. At least one genuine broader event must be covered by an allowance; examples are not a compulsory list. A paid allowance for a close non-dependant friend's funeral can qualify

Q44 continues on the next page.

Q44 / Q-S-068 - continued

AOC-04 / Time, rest and time away

Broader compassionate time off and pay

Boundaries and qualifications - continued

without covering serious damage to the home. State which circumstances have guaranteed paid time, guaranteed unpaid time or case-by-case help so the answer does not imply wider coverage.

- Position 1 requires established absence of both an allowance and a real arrangement for considering compassionate requests. No recent event, missing information or absence of a written policy does not establish that state. Position 2 needs an actual continuing case-by-case request arrangement; a past favour or hoped-for sympathy alone is insufficient.
- Positions 3 and 4 require a usable commitment once its stated conditions are met. Checking eligibility or arranging dates within that entitlement does not itself make it discretionary. A manager retaining the right to refuse all time off means position 2, even if a pay rate is promised for leave the manager might grant. Where time is guaranteed but pay remains discretionary, position 3 applies. Clarify effective unwritten or established rights rather than assuming all informal arrangements are discretionary.
- Position 4 requires both usable time and a defined positive payment for it. Full pay, partial pay and a stated fixed payment can count; record duration, rate or amount, method, eligibility and caps. Extra unpaid or discretionary time does not remove a genuine paid core allowance. There is no universal number of days, pay percentage or annual period here, and no claim that all position-4 packages provide equal value.
- Use the actual hours, working days, shifts, per-event limits and annual or shared caps. A part-time day follows that person's working day. Where full normal pay is promised, use usual gross earnings for the work missed and a disclosed representative method for

variable hours. A shorter current request cannot enlarge the scheme's promised capacity. Record service requirements, expiry and remaining availability.

- The arrangement must genuinely release the individual from work, availability or delivery obligations. A binding equivalent can count without an employee-leave label. Declining unbooked work, making up all hours later, ordinary holiday or sick leave is not a separate compassionate allowance. An unchanged project fee or delayed deliverables alone does not establish paid time off. Loans, personal resources, funeral-cost grants, counselling or other services without paid absence do not establish position 4.
- Planned mode uses arrangements available from commencement and during the declared engagement; Ongoing mode uses current support and eligibility. A future service-based benefit is not yet an accessible guarantee. Assess standing terms without a current crisis; exceptional generosity in one case does not promise the same treatment for future requests. Category, contract length and an assignment label do not themselves provide or remove support.
- Identify both the party allowing absence and the party paying or administering it. Supplied work needs practical release from the assignment as well as the payer's commitment; a main client's policy does not transfer automatically. For materially different people or packages, scope separately or use the weakest state genuinely available to all. Different event coverage within one package is disclosed, not averaged into universal paid coverage. Clarify unknown eligibility, conditions or caps rather than marking absence or N/A.
- Allocate by purpose rather than policy name. Specific maternity, partner/bereaved-partner, adoption, shared-parental, neonatal, parental,

Q44 continues on the next page.

Q44 / Q-S-068 - continued

AOC-04 / Time, rest and time away

Broader compassionate time off and pay

Boundaries and qualifications - continued

carer's, dependant-emergency and parental-bereavement benefits remain with Q35-Q43. Their enhancements do not become broader compassionate support simply because a specific allowance is exhausted. A policy can also cover distinct broader events, but one limited shared pot or absence is not several independent additional allowances.

- This bounded broader provision has no identified general statutory minimum. Specific leave rights, binding promises, sector rules and other applicable protections still apply. Bereaved Partner's Paternity Leave is assessed under Q36 and is not a statutory basis for this item. GOV.UK and Acas guidance explain the boundary and possible compassionate arrangements. Measuring Good Work supplies measurement context, not a prescribed compassionate-leave scale.

Source references

CSU-LEAVE-05

Bereaved Partner's Paternity Leave Regulations 2026 (specific bereaved-partner provision under Q36; excluded from the statutory basis of this item)

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group (2018; printed pp 5 and 59; measurement context)

<https://www.gov.uk/time-off-for-dependants>

Official GOV.UK time-off-for-dependants guidance (Your rights: Compassionate leave)

<https://www.acas.org.uk/time-off-for-bereavement>

Acas: Time off work for bereavement (Leave and pay: If the person who died was not a child or dependant; Time off for a funeral)

<https://www.acas.org.uk/time-off-for-bereavement/the-benefits-of-a-bereavement-policy>

Acas: Having a bereavement policy (circumstances, time, pay and request arrangements)

Q45 / Q-S-022

AOC-05 / Choice, autonomy and flexibility

Choosing whether to accept work

Companion explanation

This question compares the individual's choice about taking work on. A regular job can involve a commitment to perform the agreed work. Another arrangement may let the individual choose among separate offers. The benefit being measured is usable choice, including what happens after an offer is declined.

A commitment to regular contractual hours and duties can fit position 1. If those hours remain required but additional shifts are optional, position 2 fits. Simply being able to reject the original job offer or resign later does not establish continuing choice over shifts or assignments.

Choosing an answer

Choose the highest position wholly supported by the person's complete work arrangement. Include regular commitments as well as additional offers. Required core work with optional extra shifts is position 2; assessing only the optional extras would overstate the choice available.

Position	What distinguishes it
1	Accepting the engagement means taking on the allocated work, with no separate choice over individual shifts or assignments.
2	Some work can be declined, but other work must be accepted, permission is needed, or declining can reduce other offers or benefits.
3	Each offered shift or assignment can be accepted or declined without permission, penalties, or losing access to other suitable work or benefits.

Examples

Position 1 | Permanent: An open-ended role requires 37.5 hours of agreed duties each week. Individual shifts are allocated as part of that commitment; the person cannot choose which shifts to accept. Position 1.

Position 2 | Permanent: A six-month role guarantees 30 hours each week. The 30 hours must be worked, but additional shifts can be declined without a penalty. Position 2.

Position 3 | Temporary: A self-employed consultant has an ongoing arrangement with a business, with no guaranteed hours or minimum work commitment. Each new assignment can be declined without permission, penalties or loss of access to other suitable offers or existing benefits. Accepted assignments remain binding. Position 3.

Boundaries and qualifications

- Assess new shifts, assignments or distinct pieces of offered work before commitment, not every instruction within an accepted job. Position 1 can describe a lawful fixed-hours and duties commitment. The ability to reject the original job or resign later does not establish continuing offer-by-offer choice. Guaranteed paid work is assessed separately in Q19.
- Position 2 requires a genuinely usable choice over at least some work. Limits can include required core work, approval for refusal, a refusal quota or adverse effects on other offers or benefits. Record the actual restriction; these forms of partial choice are not assumed to have equal severity. A paper right that cannot be exercised is insufficient, and a low answer does not legitimise a restriction that breaches an applicable duty.
- Position 3 requires independent acceptance or refusal of each new offer across the assessed arrangement, without permission,

Q45 continues on the next page.

Q45 / Q-S-022 - continued

AOC-05 / Choice, autonomy and flexibility

Choosing whether to accept work

Boundaries and qualifications - continued

penalties or retaliatory loss of other suitable unrelated opportunities or existing benefits. Removing someone from a work pool, lowering their priority or withholding unrelated suitable offers because they declined work defeats that protection. A decline button, contract wording or zero-hours label alone does not establish it.

- Losing the particular offer declined, receiving no pay for optional work never accepted, or missing objectively dependent follow-on work is not itself retaliation. Guaranteed pay, earned benefits and other existing commitments remain protected. Position 3 does not guarantee a number of future offers; genuine demand, competence, misconduct or availability factors can affect opportunities. An apparent rating or availability rule must not disguise punishment for ordinary refusals.
- Accepted shifts, agreed core hours and lawful delivery obligations remain binding. Position 3 does not give a general right to cancel accepted work without consequences. Rights to refuse unsafe, unlawful or otherwise protected demands remain effective at every position; those rights are not converted into an optional-work enhancement.
- Identify every party that offers work, approves refusals or controls pay, benefits and future access, including agencies, clients and platforms. Assess the combined arrangement experienced by the individual. One party's promise does not establish practical freedom if an operative rule elsewhere defeats it; another assignment's or payer's policy cannot be assumed to apply.
- Planned mode uses the choice operating from commencement and during the stated engagement; Ongoing mode uses current terms and how refusals are actually treated.

No recent offer or refusal is needed to assess standing choice. Clarify required work, permission rules and consequences; unknown restrictions are not absence, position 1 or N/A. Category and contract duration do not determine the answer.

- For materially different people or separate engagement structures, scope separately or use the weakest position wholly true for all. Do not average people or select the most flexible part of one package. If a known arrangement cannot truthfully fit an answer, clarify it. Q49 covers working for other engagers; timing, location and methods belong to Q46-Q48. Contextual status guidance, exclusivity rules and case law do not create a universal all-offer refusal right or make this a legal-status assessment.

Source references

CSU-CORE-04

DBT, Employment status and employment rights (DBT sections 2-3; related GOV.UK zero-hours guidance)

CSU-CORE-07

Exclusivity Terms in Zero Hours Contracts (Redress) Regulations 2015 and Exclusivity Terms for Zero Hours Workers (Unenforceability and Redress) Regulations 2022 (2015 reg 2; 2022 regs 2-5 and 7; other-work boundary context)

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (reg 6; other-work boundary context)

CSU-CTX-01

Uber BV and others v Aslam and others [2021] UKSC 5 (paras 18 and 96-97; practical-control context)

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group (2018; printed p 25, metric 7 Control; measurement context)

Q46 / Q-S-023

AOC-05 / Choice, autonomy and flexibility

Influence over working times

Companion explanation

This question concerns the individual's actual influence over when work happens. It can include later starts, earlier finishes, chosen working days, or an agreed availability pattern. A changing roster is not automatically flexible for the individual; the change must reflect a choice or preference the individual can exercise.

Position 3 means the person can rely on a standing choice or a personally agreed pattern. Examples include choosing a start time within a flexitime window, or working agreed mornings every week around the person's availability. Using that choice or following that pattern does not need a fresh discretionary approval each time.

Choosing an answer

Choose the highest position wholly supported by the usable timing arrangement. Identify what the individual can choose and whether each occasion needs approval. Position 3 can cover meaningful standing choice over one timing component or a dependable pattern genuinely shaped around the person's availability.

Position	What distinguishes it
1	Working times are set for the role or assignment, rather than shaped around the individual's preferences.
2	The individual can adjust some start or finish times, working days or shifts, with approval for each occasion.

Position	What distinguishes it
3	The individual has an ongoing choice of working times, or a regular pattern agreed around their availability, within required hours, core times and deadlines.

Examples

Position 1 | Permanent: An open-ended customer-service role operates 9am-5pm. The individual follows the hours set for that role, with no personal timing arrangement. Position 1.

Position 2 | Permanent: An employee can start later on particular days, but must obtain the manager's agreement for each occasion. The adjustments are genuinely available. Position 2.

Position 3 | Temporary: A self-employed analyst working for a business for eight weeks chooses their working days and start and finish times, while completing agreed hours and meeting deadlines. One weekly client meeting remains fixed. No fresh approval is needed for these choices. Position 3.

Boundaries and qualifications

- Record the actual start/finish window, working days, availability or personal pattern, required hours and core times across the defined arrangement. A meaningful choice over one component can support position 3 while other components remain fixed. Describe the extent rather than implying control over the entire schedule. No standard number of flexible hours or days applies; a nominal choice with no usable effect is insufficient.
- Position 2 requires adjustments that are genuinely available with approval for each occasion. A request form, consultation, preference survey or theoretical willingness

Q46 continues on the next page.

Q46 / Q-S-023 - continued

AOC-05 / Choice, autonomy and flexibility

Influence over working times

Boundaries and qualifications - continued

to consider a change does not establish actual influence. A single past favour is not an ongoing arrangement. Reliable informal flexibility can count; having a written policy does not itself provide the benefit.

- Position 3 needs a current standing choice or dependable pattern genuinely chosen or shaped around the individual's availability. The person need not keep changing it. Initial agreement can establish the provision; a later request to redesign it may still need agreement without removing the existing choice. Accepting advertised hours, signing a standard timetable or liking an employer-set schedule does not establish personal influence.
- Required hours, core attendance, essential staffing cover, coordination, deadlines, safety and legal duties can remain. Their actual effect must leave usable choice. Repeated discretionary permission means position 2 where real adjustments remain; constraints eliminating all influence provide no flexibility. An occasional genuine exception or agreed future revision is not an automatic downgrade, but an unrestricted power routinely overriding all personal arrangements defeats reliance.
- For assignments, chosen availability must actually shape the work scheduled or opportunities arranged. Merely declining a fixed-time offer belongs to Q45. Collecting preferences while routinely disregarding them is insufficient. A standing availability pattern does not guarantee work volume or require the engager to create work when none exists.
- The flexible-working request route is assessed in Q51. It must be handled as required, but does not guarantee approval of every preferred schedule. A resulting personally agreed arrangement can count here once effective. Equality, pregnancy,

safety and other legally required adaptations remain part of the applicable baseline; assess additional timing choice here without making mandatory adjustments optional. A voluntarily provided benefit can remain an enhancement after it becomes contractually binding.

- Planned mode uses arrangements available from commencement and during the stated period; Ongoing mode uses what applies now. Record effective dates, trials, expiry and eligibility. Do not credit a pending future arrangement. Available choice still counts when unused, and an informal but reliable arrangement can qualify. Category, length of service and the WEQF category boundary do not themselves supply timing influence.
- Identify who sets schedules, approves changes and commits to the pattern across employer, agency, client, platform and roster rules. A promise defeated by the operative schedule is not delivered choice. Separate materially different people or packages, or use the weakest position wholly true for all. Clarify unknown options, overrides and mandatory-baseline questions rather than selecting position 1 or N/A. Scottish procurement and Fair Work material inform quality in their own scope; these positions do not certify procurement compliance or create a universal schedule entitlement.

Source references

CSU-CORE-09

Employment Relations (Flexible Working) Act 2023, Flexible Working (Amendment) Regulations 2023 and Acas Code of Practice on requests for flexible working (2023 Act, s 1; Acas Code, paras 3, 8-12 and 21-23)

CSU-SCO-02

Scottish Government, Procurement Reform Act statutory guidance, including Fair Work First (chapter 5, sections 5.1 and 5.3-5.6)

CSU-SCO-03

Scottish Government, SPPN 1/2024: Fair Work First implementation and current Fair work practices

Q46 continues on the next page.

Q46 / Q-S-023 - continued

AOC-05 / Choice, autonomy and flexibility

Influence over working times

Source references - continued

procurement guidance (Annex B: Offers flexible and family friendly working practices for all workers from day one)

CSU-SCO-05

Fair Work Convention, Fair Work Framework
(Framework overview and Respect dimension)

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group (2018; printed pp 21, 25 and 59)

Q47 / Q-S-024

AOC-05 / Choice, autonomy and flexibility

Influence over work location

Companion explanation

This question concerns the individual's actual influence over the place where work happens. Location choice can involve home, an office or another suitable site. A personally chosen fixed base can be useful too; the person does not have to keep moving between locations.

Position 3 means the person can rely on an agreed location choice or a location pattern shaped around their preferences. Examples include choosing home or an office within agreed limits, or selecting a nearer office as the regular base. Initial agreement may be necessary; following the agreed arrangement does not need fresh permission each time.

Choosing an answer

Choose the highest position supported by actual, usable location influence. Identify the affected duties or days, suitable locations and approval conditions. Position 3 can apply to a meaningful part of the work or a genuinely personally agreed base; it does not require freedom to work anywhere.

Position	What distinguishes it
1	Work locations are set for the role or assignment, with no separate location choice for the individual.
2	The individual can work at another suitable location on particular occasions, with approval needed each time.
3	The individual can choose between agreed work locations or follow a personally agreed location pattern, without needing approval each time.

Examples

Position 1 | Permanent: An open-ended shop role requires attendance at that shop. The individual works at the location set for the role. Position 1.

Position 2 | Permanent: An employee can do administrative work from home on particular days, with the manager's approval needed for each occasion. Position 2.

Position 3 | Temporary: A self-employed report writer engaged by a business for six weeks can choose an agreed home workspace or the client's office for writing, without asking each time. Agreed site visits and confidentiality requirements still apply. Position 3.

Boundaries and qualifications

- Position 2 needs a real opportunity to work at another suitable location on particular occasions, with approval each time. Consultation, workplace disclosure, a request route or a hypothetical willingness to consider change is insufficient. Position 3 needs a standing choice or dependable personally agreed arrangement that can be used without fresh discretionary permission.
- A fixed base or regular pattern can meet position 3 when genuinely selected or shaped around the individual's preferences. It need not permit repeated redesign. Merely accepting an advertised location, signing an employer-set term or being satisfied with it is not influence. Employer-directed homeworking, hybrid attendance or movement between assigned sites does not itself provide location choice.
- Safety, equipment, confidentiality, access and service delivery can limit suitable locations. Required visits and in-person meetings can remain if meaningful choice is still available. Position 3 does not promise unrestricted remote or international work. A factual

Q47 continues on the next page.

Q47 / Q-S-024 - continued

AOC-05 / Choice, autonomy and flexibility

Influence over work location

Boundaries and qualifications - continued

notification or booking process can coexist with standing choice if it does not introduce discretionary refusal for each ordinary use.

- Standing choice over a meaningful part of the work can support position 3 while other duties remain site-based. Record the actual duties, days, locations and constraints so limited choice is not presented as complete freedom. No remote-days percentage or travel-distance threshold applies. A nominal alternative the person cannot use does not establish choice.
- If all relevant work genuinely requires specified sites and no individual location choice exists, position 1 can be correct on lawful facts. Record the requirement. Providing all supposedly practicable flexibility does not automatically earn position 3 or create N/A. The result measures location influence, not the work's social value, overall quality or legal compliance; generic claims of site necessity do not remove applicable rights.
- Workplace particulars and flexible-working request duties do not themselves give an unconditional right to a preferred location. Q18 addresses work-agreement clarity and Q51 the request route. An effective arrangement resulting from an agreed request can count here; requiring agreement for a later redesign does not erase it. Mandatory equality, pregnancy, safety and other required adaptations remain within the legal baseline rather than optional location enhancements.
- Planned mode uses arrangements available from commencement and during the stated

engagement; Ongoing mode uses current arrangements. Record trials, expiry, eligibility and effective dates. Pending future choices receive no current credit. Usable choice still counts when the individual does not exercise it. A reliable informal arrangement can qualify; a policy title or isolated past favour alone cannot.

- Assess combined employer, agency, client, platform and site requirements. A homeworking promise defeated by the assignment or practical inability to use the alternative is not delivered choice. Separate materially different individuals or packages, or use the weakest position wholly true for all. Clarify unknown rules, access and mandatory adaptations rather than treating uncertainty as position 1 or N/A. Category does not determine location rights or points, and no answer waives an effective binding arrangement.

Source references

CSU-CORE-01

Employment Rights Act 1996 (s 1, work-location particulars; disclosure-boundary context)

CSU-CORE-09

Employment Relations (Flexible Working) Act 2023, Flexible Working (Amendment) Regulations 2023 and Acas Code of Practice on requests for flexible working (2023 Act, s 1; Acas Code, paras 3-4, 8-12 and 21)

CSU-SCO-05

Fair Work Convention, Fair Work Framework (2016 Framework; printed pp 48, 50 and 52)

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group (2018; printed pp 21 and 59)

Q48 / Q-S-025

AOC-05 / Choice, autonomy and flexibility

Choice over work methods and task order

Companion explanation

This question concerns the decisions the individual can make while carrying out agreed work. Work methods are the approaches or processes used; task order is the sequence in which work is tackled. The benefit is room to make decisions, with appropriate support and clear requirements.

Position 2 covers real choice over parts of the work. For example, the individual may choose which cases to process first while following a prescribed method, or choose a suitable method while a supervisor sets the task sequence. Record the actual choices; freedom over one aspect does not imply freedom over both.

Choosing an answer

Choose the highest position supported across ordinary work in the assessed arrangement. Position 2 includes meaningful choice limited to methods, task order or parts of both. Position 3 requires usable routine discretion across both methods and task organisation without approval for each decision.

Position	What distinguishes it
1	Work methods and task order are set for the role or assignment.
2	The individual chooses some work methods or task order, while other routine decisions follow set instructions or need approval.

Position	What distinguishes it
3	The individual chooses work methods and task order without approval for each routine decision, while meeting agreed results, deadlines, and required safety and quality standards.

Examples

Position 1 | Permanent: An open-ended, guaranteed-hours assembly role uses specified work methods and a set sequence. The individual follows the process provided for that role. Position 1.

Position 2 | Permanent: An administrator chooses which routine cases to process first, but must use the prescribed method for each case. Position 2.

Position 3 | Permanent: An analyst chooses suitable analysis methods and the order of checks to produce agreed reports by the deadline. Routine decisions need no approval; confidentiality and final quality review remain. Position 3.

Boundaries and qualifications

- Identify the method and sequencing decisions the individual can make, retained instructions, approvals, compulsory steps and agreed remit. Assess ordinary work across the engagement, not only the easiest task or an unusually autonomous project. No percentage of tasks, number of decisions, seniority or occupational threshold determines the answer.
- Position 2 requires real choice over a meaningful part of the method or sequence. It can include choosing methods while following

Q48 continues on the next page.

Choice over work methods and task order

Boundaries and qualifications - continued

a prescribed task order, choosing task order while following prescribed methods, or limited choices within both. A suggestion scheme, consultation or theoretical right to ask does not give decision authority. Do not average freedom in one aspect into discretion across both.

- Position 3 means the individual ordinarily chooses how to approach agreed work and organise its tasks without fresh discretionary approval for each routine decision. The employer or client can set results, priorities, deadlines and standards and retain ultimate authority. Meaningful choice among approved approaches can qualify; unrestricted technical invention, changing the agreed output or managing others is unnecessary.
- Required legal, safety, competence, professional, quality and confidentiality rules can remain, alongside shared resources, task dependencies and team coordination. Specific compulsory steps do not automatically prevent position 3 if both kinds of meaningful choice remain. If legitimate prescribed methods and sequence leave no such discretion, position 1 records that fact; maximum practicable autonomy does not automatically mean top marks or N/A.
- Supervision, help, progress reporting, risk controls, mandatory technical sign-off and final quality review can coexist with routine discretion. Assess their actual effect. A supervisor deciding each ordinary step differs from checking agreed standards or approving exceptional changes. Initial delegation of a remit can establish position 3 without removing accountability.
- Discretion must be real and usable with the necessary information, competence and support. A title, an "independent" label, personal tools or absence of visible supervision is insufficient. Missing

instructions or being left to cope is not a stronger autonomy benefit. Reliable informal discretion can count; choosing a familiar method does not remove available choice. Historic input into a process or one unauthorised departure does not establish current authority.

- Planned mode uses discretion available from commencement and during the stated period; Ongoing mode uses current practice. Record induction, trial and eligibility conditions, and do not credit authority only promised for later. Category, contract length and legal or tax status do not determine the score. Employees can have day-to-day discretion while an employer retains ultimate authority to give reasonable instructions.
- Identify the employer, client, agency, supervisor, platform or work system that actually sets methods and sequence, and assess their combined effect. A promise defeated by the client's instructions is not delivered discretion. Record any difference between a binding promise and practice rather than treating the promised right as waived. Separate materially different people or packages, or use the weakest position wholly true for all. Clarify unknown authority and restrictions; uncertainty is not position 1 or N/A.
- This question does not determine employment status, independently grade training or resources, or permit removal of protective rules. Safe prescribed work can be lawful; mandatory adaptations and binding commitments remain effective at every position. Work acceptance, timing, location, other clients and substitution remain under Q45-Q47 and Q49-Q50. The control cases and guidance provide context for actual arrangements, not a universal autonomy entitlement or prescribed scoring scale.

Q48 continues on the next page.

Q48 / Q-S-025 - continued

AOC-05 / Choice, autonomy and flexibility

Choice over work methods and task order

Source references

CSU-CORE-04

DBT, Employment status and employment rights
(sections 1-3; control and reasonable-instructions
passages)

CSU-CTX-01

Uber BV and others v Aslam and others [2021] UKSC 5
(paras 87-88 and 93-99; practical-control context)

CSU-CTX-02

Autoclenz Ltd v Belcher and others [2011] UKSC 41
(paras 31-38; actual-arrangement context)

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report
of the Measuring Job Quality Working Group (2018;
printed pp 21-23, 25 and 58)

Q49 / Q-S-026

AOC-05 / Choice, autonomy and flexibility

Freedom to work for other employers or clients

Companion explanation

This question asks how much freedom the engagement gives the individual to earn from other employers or clients while the engagement continues. It covers exclusivity clauses, permission requirements and practical consequences, such as losing future offers solely because the individual also works elsewhere. Employment status alone does not determine the answer. Employees taking second jobs and individuals taking additional client work use the same factual comparison.

Sharing information or completing a necessary check does not automatically lower the answer. For example, an employee may need to report the hours of a second job so that rest and safety requirements can be checked. Look at what the process does, including when it is called approval: a necessary check alone can fit position 3, while a separate power to refuse otherwise compatible work affects the answer. Calling that power notification does not remove it.

Choosing an answer

Choose the highest position wholly true across the assessed arrangement. Check the actual terms, continuing permissions and treatment of outside work. Permission for one job or type of work remains position 2 even if it covers all the outside work currently wanted. Necessary checks alone do not lower general compatible-work freedom.

Positions 1 and 2 qualification: Restrictions or permission requirements may be unenforceable or unlawful for some zero-hours, qualifying low-income or agency engagements. Taking protected other work must not lead to worse treatment. This warning applies to positions 1 and 2 where they describe those restrictions.

Position	What distinguishes it
1	Taking work with other employers or clients normally needs permission or is not allowed, even when there is no genuine conflict with agreed work, confidentiality or safety requirements.
2	The individual can take an agreed second job or type of other work without asking each time. Other work still needs permission or is not allowed, even when there is no genuine conflict with agreed work, confidentiality or safety requirements.
3	The individual is free to work for other employers or clients without worse treatment. Only necessary checks or limits for genuine conflicts, agreed work, confidentiality or safety can apply.

Examples

Position 1 | Permanent: A directly employed individual has regular guaranteed hours and pay above the qualifying low-income limit. A reasonable outside-work permission term requires approval for each additional job, even when agreed work, confidentiality and safety requirements are met. There is no standing permission for a second job. Position 1, assuming the term is lawful on these facts.

Position 2 | Permanent: A directly employed individual outside the specific exclusivity bans has continuing permission to tutor at weekends without asking each time. Other suitable jobs still need approval even when agreed work, confidentiality and safety requirements are met.

Q49 continues on the next page.

Q49 / Q-S-026 - continued

AOC-05 / Choice, autonomy and flexibility

Freedom to work for other employers or clients

Examples - continued

Position 2, assuming the permission rule is lawful.

Position 3 | Permanent: An employee is free to take suitable work for other employers or clients without worse treatment. The employer may check genuine conflicts, confidentiality, safe working and agreed commitments, but has no separate power to refuse other work once those requirements are met. Position 3.

Boundaries and qualifications

- Position 1 can include a reasonable permission requirement in direct employment outside the specific exclusivity bans, subject to the actual facts and other duties. Occasional approvals or an appeal route do not establish continuing permission. Position 2 needs real, current permission for a named second job or defined type of work; an expired favour or a promise to consider requests is insufficient.
- Position 3 extends to compatible work generally, including a new employer or client, without a separate discretionary veto. Genuine conflicts, confidentiality, accepted commitments, safety and safeguarding requirements can remain. Limits must address a real issue and be necessary and proportionate. Calling a broad ban a conflict or safety policy does not justify it or create an exemption from an applicable exclusivity prohibition.
- The freedom must be usable without punishment or worse treatment merely for taking compatible outside work. Reducing future offers solely because someone also uses another agency defeats that freedom. Genuine changes in availability, missed accepted commitments or actual confidentiality or safety breaches are different. Position 3 does not promise work during an overlapping commitment. A limited

permission defeated by adverse treatment is not a usable position 2 benefit either.

- Zero-hours, qualifying low-income and agency work-seeker protections have different conditions. The low-income test concerns the contract's qualifying guaranteed net average weekly wages and the applicable Lower Earnings Limit, not simply part-time work or a salary label. The position 1 and 2 examples assume reasonable lawful terms outside the relevant bans; being above a pay limit does not make every restriction lawful. No cash threshold is used as a scoring band.
- For some protected engagements, the legal floor can correspond to position 3; the same freedom can be voluntarily provided elsewhere. Assess the actual freedom rather than assigning a position automatically from status, category, an unenforceable clause or a general claim of compliance. A low answer does not authorise prohibited restrictions or retaliation, and the score does not settle a legal dispute.
- Assess the combined effect of employer, agency, umbrella, client, platform and allocation rules. One party's permission cannot establish practical freedom if another defeats it. Read terms and practice together, including reliable informal arrangements. Record any difference between a binding right and its delivery without treating obstruction as a waiver of the right.
- Planned mode uses freedom available from commencement and during the declared engagement; Ongoing mode uses what applies now. Record permission scope, expiry, trials and changes. A project-limited permission can count during its effective period, but a relaxation promised after probation cannot count before it starts. Having only one job or never using available freedom does not establish its absence.

Q49 continues on the next page.

Q49 / Q-S-026 - continued

AOC-05 / Choice, autonomy and flexibility

Freedom to work for other employers or clients

Boundaries and qualifications - continued

- Separate materially different people or arrangements, or use the weakest position wholly true for all; do not average. Clarify unknown terms, scope, consequences and legal applicability rather than selecting position 1 or N/A. Work acceptance is assessed in Q45, timing/location/methods in Q46-Q48 and substitution in Q50. Termination and post-termination restrictions are not independently graded here, but any restriction affecting current outside-work freedom must be recorded. No client-count, earnings, extra-hours or permission-processing threshold determines the answer.

Source references

CSU-CORE-04

DBT, Employment status and employment rights (sections 1-2; actual-relationship and mandatory-rights context)

CSU-CORE-07

Exclusivity Terms in Zero Hours Contracts (Redress) Regulations 2015 and Exclusivity Terms for Zero Hours Workers (Unenforceability and Redress) Regulations 2022 (ERA ss 27A-27B; 2015 reg 2; 2022 regs 2-7; related GOV.UK and Acas exclusivity guidance)

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (reg 6; related GOV.UK Employment agencies and businesses, Overview)

Q50 / Q-S-027

AOC-05 / Choice, autonomy and flexibility

Arranging someone else to do the work

Companion explanation

This question concerns the individual's ability to choose and arrange an appropriate person to carry out work they would otherwise do themselves. The arrangement must give a real option, with practical arrangements that allow it to work.

Position 3 covers a standing option to arrange someone suitable to perform the ordinary agreed work. The individual chooses when to use the option and who will do the work, within the genuine requirements of the role. The option is not confined to selected minor tasks, illness or a new discretionary decision on every occasion.

Choosing an answer

Choose the highest position wholly true for the ordinary agreed work. Substitution means arranging someone to work in the individual's place; delegation means handing over part of their work. Check who selects and organises the person, what can be handed over, when the option applies and whether permission is needed each time.

Position	What distinguishes it
1	The engagement is arranged for the individual to do the work personally, without an option to arrange someone else to do it.
2	The individual can arrange someone suitable to do work in their place, but only for certain tasks, for absences such as illness, or with permission each time.

Position	What distinguishes it
3	The individual can choose and arrange someone suitable to do the agreed work in their place without permission each time, provided competence, legal, safeguarding and safety requirements are met.

Examples

Position 1 | Permanent: An employee in an ongoing office role must carry out their own work. The employer organises cover during absence; the individual has no option to arrange a substitute or delegate. Position 1.

Position 2 | Permanent: An employee can choose a suitably trained colleague to take over a scheduled site visit and organise the handover, but must obtain managerial permission on each occasion. Position 2.

Position 3 | Temporary: During a six-week business engagement, a self-employed translator can choose and arrange a qualified substitute for ordinary agreed work whenever they wish. They arrange payment and handover, and the client provides access. No fresh permission is needed; necessary competence, confidentiality and access checks remain. Position 3.

Boundaries and qualifications

- The individual must genuinely be able to select and organise someone to perform work they would otherwise do. Asking management to find cover, suggesting a name or making a referral does not itself provide that option. Choosing a colleague can count where the individual actually arranges the transfer and handover; allocating someone else's own

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Arranging someone else to do the work

Boundaries and qualifications - continued

duties as a manager does not. An ordinary shift swap is not automatically substitution.

- Position 2 includes a usable option limited to meaningful tasks, a situation such as illness, or discretionary permission on each occasion. An arrangement that never permits eligible replacements is insufficient. If meaningful parts must still be performed personally, describe the partial scope. A narrow option remains position 2 even when it meets the individual's present needs.
- Position 3 requires a broader standing option across ordinary agreed work without fresh discretionary permission each time. Do not assess only the easiest or most permissive task, or present peripheral delegation as freedom across the role. No percentage of tasks, delegated-hours threshold or minimum number of substitutions applies.
- Necessary competence, licences, legal authorisation, identity, safeguarding, genuinely needed insurance, confidentiality, site/data access and safety checks can remain. Objective suitability verification, notification and handover differ from a fresh decision about whether replacement is allowed. A pool of eligible people can qualify if it leaves a real choice. Do not bypass required account, credential or access controls, or delegate a function that legally must be performed personally.
- The option must work in practice: suitable people can realistically be engaged, authorised access and information provided, and work handed over. Identify who contracts with and pays the replacement, responsibility for performance, and the effect on the original individual's pay. Cost does not automatically remove the benefit; there is no universal free-cover or personal-payment requirement. Unworkable costs or conditions cannot

support a claimed option, and bearing financial risk earns no extra credit.

- An obligation to find or pay for a replacement is not itself a benefit. Preserve sick pay, leave, other absence protections and the employer's staffing responsibilities. Mandatory entitlements must not be made unlawfully conditional on supplying cover. Lawful personal-service work can have no substitution option; position 1 does not itself imply unlawfulness. Independent duties and binding commitments remain effective.
- A real option can count without past use. Read written, oral and practical arrangements together. A contract label alone is insufficient; non-use does not erase a genuine right. If a responsible party obstructs a binding option, record that discrepancy rather than treating the right as waived. Clarify unknown selection, access, funding and responsibility conditions instead of assuming either impossibility or full availability.
- Planned mode uses the option available from commencement and during the declared period; Ongoing mode uses what applies now. Record task limits, eligibility, expiry and trials. An effective short-term option can count within its scope; permission dependent on future training, authorisation or policy approval cannot count yet. Assess all employer, agency, client and platform requirements together, including who can provide access and make the arrangement work.
- Separate materially different people or packages, or use the weakest position wholly true for all; do not average or turn uncertainty into position 1 or N/A. Categories and employment labels do not determine the answer. Q45, Q46, Q48 and Q49 separately cover accepting work, timing, methods and working elsewhere. Leave, pay and funding matter here only to practical usability. WEQF includes genuine delegation as well as

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Q50 / Q-S-027 - continued

AOC-05 / Choice, autonomy and flexibility

Arranging someone else to do the work

Boundaries and qualifications - continued

substitution; HMRC's tax-status test and the cited judgments do not determine this score or establish employment status.

Source references

CSU-CORE-04

DBT, Employment status and employment rights (sections 1-3; personal service and actual arrangements)

CSU-CTX-01

Uber BV and others v Aslam and others [2021] UKSC 5 (paras 59-64 and 85-88; actual-arrangement context)

CSU-CTX-02

Autoclenz Ltd v Belcher and others [2011] UKSC 41 (paras 18-19, 25, 31-35 and 38; genuine rights and non-use)

Q-S-027-REF-01-02

HMRC Employment Status Manual ESM0530 and ESM0531 (personal service, genuine choice, restrictions, payment and responsibility; tax-status context)

Q51 / Q-S-028

AOC-05 / Choice, autonomy and flexibility

Requesting lasting changes to working arrangements

Companion explanation

This question measures the process available when the individual wants to change an agreed working arrangement. Examples include reducing weekly hours, changing regular start times, working different days, changing work location or adjusting a pattern to attend regular study.

For a fixed-term engagement, a lasting change can apply for the remaining weeks. It does not have to continue after the engagement ends. A one-off shift swap or choosing today's start time under existing flexibility is different from requesting a change to the agreed arrangement.

Choosing an answer

Choose the highest position wholly true for the individual or common group. Check how to request a change, who decides, discussion before refusal, reasons and the response deadline. Position 3 requires the complete position 2 process plus help with alternatives or a trial and a genuine refusal review. Partial additional support remains position 2 where its whole process exists. A request does not guarantee agreement.

Position 1 qualification: No defined route to request a durable change is provided - this may omit the applicable statutory flexible-working request process for employees.

Position	What distinguishes it
1	The individual's working arrangements do not include a set process for requesting a lasting change and receiving a response.

Position	What distinguishes it
2	The individual has a clear process for requesting lasting changes to their working arrangements, with discussion before refusal and a timely decision with reasons by a stated deadline.
3	The individual has a clear process for requesting lasting changes to their working arrangements, with discussion before refusal and a timely decision with reasons by a stated deadline. The process includes help to explore alternatives or a trial, and an option to have a refusal reviewed.

Examples

Position 1 | Permanent: A genuinely self-employed consultant has a six-month engagement with regular guaranteed hours and pay. No defined change-request process is agreed; any renegotiation is arranged individually. Position 1.

Position 2 | Permanent: An employee can request a different weekly pattern through a named manager. The process provides discussion before refusal and a decision with reasons within two months, but no further review of a refusal. Position 2.

Position 3 | Temporary: A self-employed consultant on an eight-week business engagement can request a different working pattern for the remaining weeks through a named client manager. The client discusses requests before refusal and gives reasons within five working days. It helps explore alternatives or a trial, reviews refusals within a

Q51 continues on the next page.

Requesting lasting changes to working arrangements

Examples - continued

further five working days, and confirms agreed changes. Position 3.

Boundaries and qualifications

- Record the types of lasting change covered, eligibility, responsible decision-maker, response deadline and effective period. Hours, times, days, location and comparable arrangements are in scope. The statutory flexible-working scope can supply the relevant baseline; there is no general right here to renegotiate every commercial term. Permission for only one pre-approved minor change does not establish a broad request route. Clarify any material mismatch between the route and the answer.
- Positions 2 and 3 require a clear usable way to raise requests, authorised consideration, discussion before refusal, a reasoned decision by a stated timely deadline, and agreement and implementation of accepted changes. An applicable statutory procedure can supply the route without a separate handbook or portal. Informal accessibility does not waive statutory written-application or response requirements. A forwarding-only contact is insufficient unless the responsible parties provide the promised consideration and response.
- Position 3 adds structured help to explore workable alternatives or an appropriate trial, and genuine reconsideration of a refusal with an explained outcome. An isolated favour is insufficient. Review needs sufficient authority and impartial reconsideration, with a different decision-maker where practicable; an external adjudicator is unnecessary. Merely submitting a new request or complaining externally is not the promised review. Neither a trial in every case nor a successful appeal is guaranteed.
- Assess available process, not approval rates or whether it has been used. An unused genuine route counts; one successful concession does not prove a standing process, and a properly considered refusal does not itself lower the answer. Confirm any agreement's content, start date, duration, review arrangements and effect on pay or other terms. Existing time and location choice belongs to Q46 and Q47; work-method choice remains Q48.
- Record the deadline and when it starts. The response opportunity must be useful for the proposed change and engagement length; routinely deciding after a short assignment ends is insufficient. Faster handling or more frequent requests can be useful without creating extra tiers. The example deadlines are illustrative, not universal five-day, seven-day or monthly thresholds. A trial does not automatically pause a statutory decision clock.
- Employees have the statutory flexible-working request route from day one: two requests in twelve months, with one live request at a time. Preserve reasonable handling, discussion before refusal or partial acceptance, permitted business reasons and a final decision including any appeal within two months unless a longer period is agreed. Two months is a total limit, not a recommended wait or a universal deadline for non-statutory requests. Probation and WEQF category boundaries do not delay statutory eligibility.
- Acas recommends alternatives and an appeal, but the flexible-working procedure has no general statutory appeal right. Other duties or binding agreements may already require support or review, so position 3 is not necessarily wholly voluntary. Preserve applicable accompaniment, appeal and

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Requesting lasting changes to working arrangements

Boundaries and qualifications - continued

protections against detriment or dismissal. Missing policy documents do not remove actual rights; known process defects or delivery disputes must be recorded and addressed rather than treated as settled by the score.

- The study-and-training request procedure has separate conditions: employee status, at least 26 weeks' employment, an organisation with at least 250 people, work-related benefit and applicable exclusions. Its procedure includes an appeal. Do not transfer those qualifying conditions to day-one flexible working or infer funded courses or paid study time. The recorded 1 October 2026 amendment concerns specified accompaniment-complaint time limits and transition; it does not broaden general request eligibility or provide training funding.
- Mandatory reasonable adjustments, pregnancy/maternity and safety adaptations, and contractual or collective rights retain their own treatment. A duty to act cannot be replaced with a discretionary convenience decision. The position 1 examples require genuine non-employee arrangements with no applicable legal, contractual, collective or procurement requirement for the defined route; the label alone is insufficient, and independent duties remain effective.
- Planned mode uses the route available at commencement and during the declared period; Ongoing mode uses current access. Record future start dates and eligibility without counting unavailable processes. A lasting change can cover a short remaining assignment without assuming renewal. Identify who receives, decides and

implements requests across employer, agency, umbrella, client or platform arrangements. Rights do not transfer automatically between separate engagements. Separate materially different groups or use the weakest wholly true common position; clarify unknown facts rather than selecting position 1 or N/A. Scottish procurement and job-quality sources retain their own scope and do not create universal GB entitlements.

Source references

CSU-CORE-09

Employment Relations (Flexible Working) Act 2023, Flexible Working (Amendment) Regulations 2023 and Acas Code of Practice on requests for flexible working (2023 Act, s 1; SI 2023/1328, reg 2; Acas Code, paras 3-12, 17, 20-29 and 37-38)

CSU-CORE-11

Employee Study and Training (Procedural Requirements) Regulations 2010, Employee Study and Training (Qualifying Period of Employment) Regulations 2010 and 2026 amending Regulations (SI 2010/155, regs 4-12 and 16-17; GOV.UK eligibility guidance; SI 2026/473, regs 1-3, 1 October 2026 commencement and transition)

CSU-SCO-02

Scottish Government, Procurement Reform Act statutory guidance, including Fair Work First (chapter 5, sections 5.1-5.4)

CSU-SCO-03

Scottish Government, SPPN 1/2024: Fair Work First implementation and current Fair work practices procurement guidance (SPPN key points and Fair Work criteria; Annex B, flexible/family-friendly working section)

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group (2018; printed pp 21-22 and 59)

Q52 / Q-S-029

AOC-06 / Benefits and longer-term protection

Pension and retirement-saving support

Companion explanation

This question measures the retirement benefit funded through the engagement. It includes employer contributions to a pension pot, an engager contribution to a personal pension, and employer-supported pension benefits that promise an income in retirement. The individual must actually be able to access the support on the terms described.

Compare the actual employer-funded amount on the same pay and period. For example, 5% of the same qualifying earnings provides more than 3%; 3% of all pay can provide more than 3% of banded qualifying earnings. A higher percentage of a smaller slice of pay is not automatically more generous. Record the rate, the pay it covers and the actual joining conditions.

Choosing an answer

Choose the highest position wholly true for the individual's usable funded offer. Establish the employer or engager contribution, compare the actual benefit with the relevant minimum on a like-for-like basis, then check every start, low-earnings and continuity condition for position 4. Enhanced funding without that full combination remains position 3. A smaller contribution fits position 2 only where no minimum employer contribution is required; it cannot replace an applicable automatic-enrolment or opt-in contribution.

Position 1 qualification: No funded retirement-saving support is provided - this may be below applicable automatic-enrolment or opt-in contribution duties for some engagements.

Position	What distinguishes it
1	The engagement does not include employer or engager funding towards the individual's pension or retirement savings.
2	The employer or engager provides pension or retirement-saving funding at the standard workplace-pension minimum, or a smaller contribution where no minimum contribution is required.
3	The employer or engager provides pension or retirement-saving support above the standard workplace-pension minimum, through a larger contribution, contributions on more of the individual's pay, or a more valuable retirement benefit.
4	The employer or engager provides pension or retirement-saving support above the standard workplace-pension minimum, through a larger contribution, contributions on more of the individual's pay, or a more valuable retirement benefit. Funding is available from the start of the engagement, includes short assignments and low-earning periods, and continues across assignments with the same employer or engager.

Examples

Position 1 | Permanent: A 30-year-old employee has five guaranteed hours each week at £20 an hour. Pension membership is available on

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Pension and retirement-saving support

Examples - continued

request, but the employer contributes nothing and has no separate contribution commitment. Position 1.

Position 2 | Temporary: On an eight-week assignment, a jobholder can opt in during postponement and receive employer funding of 3% of qualifying earnings. The funded offer provides the applicable pension minimum. Position 2.

Position 3 | Permanent: An employee can receive employer funding of 5% of qualifying earnings, compared with a 3% employer minimum on the same pay. The offer retains earnings restrictions and does not fund low-earning periods. Position 3.

Position 4 | Temporary: An umbrella employer offers pension funding of 6% of all pay from the start of an eight-week assignment. Short assignments and low-earning weeks are covered, and assignment changes with that employer do not restart access. Position 4.

Boundaries and qualifications

- Identify the funding party, pension or retirement-saving arrangement, contribution or promised retirement benefit, covered pay and pay period. Occupational, personal and defined-benefit pensions can count. Personal saving, ordinary pay, tax relief, National Insurance or a product referral alone cannot. Separate employee deductions and exchanged salary from genuinely additional employer funding, including any extra employer saving passed on. Do not count the same money twice or confuse an assignment rate with the individual's gross pay.
- For an ordinary defined-contribution pension, compare employer funding with 3% of qualifying earnings for the same pay period and participation conditions. The usual 8% total includes the individual's contribution and relevant tax relief; it is not an 8% employer

contribution. Compare actual amounts: a higher percentage of a smaller pay base is not automatically better. Preserve every applicable contribution and scheme requirement.

- For an alternative certified contribution basis, record that basis and show the actual improvement over the ordinary comparison; certification alone does not establish enhancement. For defined-benefit or hybrid support, obtain the scheme-confirmed minimum and substantive improvement in retirement benefit. Do not apply 3% to the employer's funding bill or invent actuarial equivalence. Where zero qualifying earnings or another unsuitable reference prevents a meaningful comparison, clarify an appropriate like-for-like comparator; a zero legal duty does not make every positive payment enhanced.
- Record eligibility, joining, matching or personal-contribution requirements, waiting periods and whether the benefit can be retained. A higher headline rate offset by greater required self-funding or lost access is not automatically stronger. A funded offer available only to other people, or starting after this engagement ends, is insufficient. A genuine unused offer can count; record opt-in and rejoining conditions without treating non-participation as absence or encouraging opt-out.
- Position 4 requires substantive enhancement and funded access from the start, including short assignments and low-earning periods, with no access reset across assignments with the same employer or engager. Low earnings must produce genuine funding or corresponding usable defined-benefit accrual, not zero solely because they fall below the qualifying band. Ordinary continuous work can satisfy continuity without multiple assignments. Contributions through unpaid gaps, with a new employer or

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Pension and retirement-saving support

Boundaries and qualifications - continued

after the relationship ends are not promised; participation and lawful scheme conditions remain.

- Automatic-enrolment, funded opt-in and scheme-joining duties have different age, earnings and relationship conditions. A short assignment or zero-hours label is not an exemption. The position 1 example earns £100 a week, below the recorded 2026/27 £120 weekly lower qualifying-earnings threshold; it assumes required joining and information duties are met and no other binding contribution is due. A low position cannot excuse a missed required contribution, inducement to opt out or concealment of an available funded offer.
- Postponement may generally last up to three calendar months with required notice and preserved joining/opt-in rights; this differs from the WEQF twelve-week category boundary. A funded opt-in offer during postponement can support position 2 or 3. It does not establish position 4 where employer postponement still affects funded access from the start. Record the actual start and waiting conditions rather than assuming all short engagements have no pension support.
- Planned mode uses the offer at commencement and during the declared period; Ongoing mode uses current access. Show material changes and waiting periods rather than selecting favourable pay periods or crediting a future enhancement early. A late remittance does not erase a binding contribution duty: record the difference between the entitlement and its delivery. Identify who enrolls, funds, communicates and

remits across employer, agency, umbrella or another committed provider, counting the benefit once.

- Preserve applicable transfer, contractual and collective protections. The Wales Workforce Code has a defined public-service outsourcing scope, including transferring and other staff pension arrangements; it does not establish a universal GB rule. A stronger benefit required by a binding obligation still counts for its substance and must not be described as wholly discretionary.
- Give usable joining/contact information and the actual funding basis. Clarify unknown or incomparable rates, eligibility, retention or terms rather than selecting position 1 or N/A. Separate materially different offers or use the weakest position wholly true for all; do not average or borrow another person's eligibility. Death and survivor benefits belong to Q56, and required administration charges to Q27. Scheme branding, investment performance and document volume do not add pension points.

Source references

CSU-BEN-01

Pensions Act 2008, Employers' Duties (Implementation) Regulations 2010, Automatic Enrolment Regulations 2010 and Pensions Regulator guidance (2008 Act, ss 1-10 and 20; TPR guide 1, paras 15-21 and 40-50; guide 3a, paras 15-17, 25-26 and 47-50; guide 4, paras 28, 36-39, 43-46, 54-63 and 66-83; guide 6, paras 61-66; 2026/27 contribution guidance)

CSU-WAL-04

Welsh Government, Public services outsourcing and workforce code (March 2026 Code; printed pp 2-3 and 5-7; outsourcing scope and pension protection)

Q53 / Q-S-032

AOC-06 / Benefits and longer-term protection

Funded healthcare and medical treatment

Companion explanation

The provision is financial access to clinical care. It can be supplied through employer-paid or co-funded insurance, a health cash plan, direct payment to a clinic, or a defined reimbursement or treatment allowance. A benefit can exist without anyone having used it.

Position 3 requires funding across specialist consultation, diagnosis and eligible hospital treatment for covered conditions. Funding for tests alone, treatment alone or routine benefits does not establish that combination. The consultation and diagnostic stages can occur before any hospital admission; funding tests only once admitted is not the same offer.

Choosing an answer

Choose the highest position wholly supported by the funded services the individual can use. Establish actual employer or engager funding first. Position 3 requires specialist consultations, diagnostic tests and eligible day-case or inpatient hospital treatment together for covered conditions. A plan name or a partly satisfied combination is insufficient.

Position	What distinguishes it
1	The engagement does not fund healthcare or medical-treatment benefits beyond workplace safety and occupational-health arrangements.
2	The engagement helps fund selected healthcare costs, such as dental care, glasses, screening or treatment, without funding specialist consultations, diagnostic tests and hospital treatment together.

Position	What distinguishes it
3	The engagement helps fund specialist consultations, diagnostic tests and eligible treatment, including day-case or inpatient hospital treatment, through medical cover or a defined funding arrangement, subject to stated limits and exclusions.

Examples

Position 1 | Permanent: An ongoing role meets its applicable workplace eye-test and other health duties, but offers no additional medical cover, health cash plan or treatment allowance. Position 1.

Position 2 | Permanent: An employer pays for a cash plan reimbursing dental bills up to £150 and general optical costs up to £100 a year. It does not fund specialist consultation, diagnosis and hospital treatment together. Position 2.

Position 3 | Permanent: The employer pays the premium for medical cover including specialist consultations, diagnostic tests and eligible hospital treatment. The individual pays a £150 excess and cover has stated exclusions. Position 3; the personal cost remains visible.

Boundaries and qualifications

- Count an actual business contribution through insurance or cash-plan premiums, direct care, a defined allowance or assured reimbursement. Co-funding can count, with the individual's share visible. Wholly personal premiums, payroll deductions or exchanged salary relabelled as business funding, discounts, referrals, ordinary pay and repayable loans do not establish additional engagement funding. A vague intention,

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Q53 / Q-S-032 - continued

AOC-06 / Benefits and longer-term protection

Funded healthcare and medical treatment

Boundaries and qualifications - continued

unresolved quote or discretionary future grant is insufficient.

- Position 2 includes selected routine costs, screening, diagnostic-only services or treatment cover lacking funded prior specialist consultation or diagnosis. For position 3, the stages must form a connected usable offer for the person's covered conditions; three unrelated service labels are insufficient. Multiple arrangements or a defined non-insured allowance can supply the combination. Tests funded only after hospital admission do not establish the same prior diagnostic access.
- Record funding, service limits, covered conditions and whether the budget is per person, year, treatment or whole engagement. Show personal premiums, excesses, co-payments, unreimbursed balances and any need to pay first. Position 3 does not promise every treatment or full reimbursement. No monetary threshold is imposed, and broader scope does not establish greater financial value or better clinical outcomes.
- Check eligibility, enrolment, health/service conditions, policy and claim start dates, provider availability, referrals and authorisation. A benefit for another group or family members alone is insufficient. If only selected services are currently usable, assess that scope. A future offer unavailable during the engagement is not current provision unless an applicable treatment-continuation commitment secures its later use. An unused accessible benefit can count.
- Use remaining allowances for an identified person; state any unused-allowance assumption for an engagement design. Planned mode assesses provision at commencement and during the stated period; Ongoing mode uses current access. Record

assignment changes and cover end dates.

Distinguish new claims from an already authorised treatment course, and check whether that course remains funded after the assignment ends. Do not annualise a short allowance or assume a full annual budget is immediately available.

- Mandatory safety, health surveillance, occupational-health and equality/adjustment provisions retain their own treatment. Required DSE eyesight tests and special glasses must not be presented as an optional optical enhancement. A separate additional general optical or healthcare allowance can count. Position 1 can coexist with all required workplace protections; any specific healthcare promise remains binding.
- Care funded solely through the NHS or another public scheme does not establish engagement funding. An actual employer or engager contribution to a patient charge, including an eligible NHS charge, can count. The funding and services matter, not whether the clinician works privately.
- Allocate each benefit once. Funded clinical mental-health treatment can count here; the same sessions cannot also raise Q61's wellbeing result. Distinct workplace counselling or employee-assistance support belongs to Q61, occupational-health support to Q60 and work-enabling adjustments to Q58. Sickness pay in Q34 and continuing income in Q54 pay living costs rather than clinical bills.
- Assess the combined offer through employer, agency, umbrella and provider: who funds, who qualifies, and who authorises and pays. Clarify unknown funding, limits, access or overlapping components rather than selecting position 1 or N/A. Separate materially different offers or use the weakest position wholly true for all. Documents establish the benefit but their volume does not improve its scope score.

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Q53 / Q-S-032 - continued

AOC-06 / Benefits and longer-term protection

Funded healthcare and medical treatment

Source references

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group (2018; printed pp 22 and 57; pay, benefits and healthcare-scheme context)

<https://www.moneyhelper.org.uk/en/everyday-money/insurance/do-you-need-private-medical-insurance>
MoneyHelper: medical insurance (What does it do?; What does private health insurance cover?; What is not

covered?; How do I choose a plan?; Read the small print)

<https://www.moneyhelper.org.uk/en/everyday-money/insurance/do-you-need-dental-insurance>
MoneyHelper: dental insurance (What does dental insurance do?; What you need to know about dental insurance; How to get dental insurance)

<https://www.hse.gov.uk/msd/dse/eye-tests.htm>
HSE: Eyesight tests for DSE users (Eyesight tests for DSE users; Glasses for DSE work; mandatory-workplace boundary)

Q54 / Q-S-031

AOC-06 / Benefits and longer-term protection

Longer-term income protection

Companion explanation

This benefit provides regular income when a prolonged illness or incapacity prevents the individual from working. It can be insurance-backed or a defined contractual benefit. The individual must have access to an identifiable payment or formula; a general promise to consider helping is insufficient.

For an assignment or fixed-term engagement, distinguish cover for a new illness from payments for an illness that began while covered. A qualifying illness may lead to payments after the assignment ends if the arrangement expressly preserves that entitlement. Position 3 requires that continuation, including where the payment waiting period has not finished when the engagement ends. It does not require cover for new illnesses beginning after the relationship has ended.

Choosing an answer

Choose the highest position wholly supported by a distinct, usable continuing-income benefit. Identify its actual amount, waiting period and earliest payment end. A fixed payment or aggregate claim cap, earlier benefit expiry, or automatic stop when the engagement ends belongs in position 2. Position 3 requires the full continuing entitlement, including claims whose waiting period finishes after the engagement ends.

Position	What distinguishes it
1	The engagement does not include a separate continuing-income benefit for prolonged illness or incapacity.

Position	What distinguishes it
2	A separate arrangement pays a stated regular income for prolonged illness or incapacity, but payments are limited by a fixed payment period, such as two years, or by the engagement ending.
3	A separate arrangement pays a stated regular income while the individual remains unable to work under the cover's rules, until recovery, retirement or the stated benefit-ending age. There is no shorter payment cap, and a qualifying claim continues if the engagement ends.

Examples

Position 1 | Permanent: An ongoing role provides all applicable SSP and company sick pay, but no separate continuing-income arrangement for prolonged incapacity. Position 1; the sickness-pay offer is assessed under Q-S-018.

Position 2 | Temporary: An eight-week assignment includes cover for incapacity starting during it. The terms preserve a 13-week deferred period and then pay 60% of covered earnings for up to two years, even after the assignment ends. Position 2: the two-year payment cap remains.

Position 3 | Temporary: The engager provides cover during an eight-week assignment. For incapacity starting while covered, a 13-week deferred period is followed by 60% of covered earnings until recovery, retirement or age 67. The entitlement survives the assignment ending, without a shorter payment cap. Position 3.

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Longer-term income protection

Boundaries and qualifications

- Q34 / Q-S-018 assesses sickness pay using the first 13 weeks as its comparison window. That is not the statutory SSP duration or an automatic start date for this benefit; SSP can run for up to 28 weeks. Ordinary company sick pay remains sickness provision even when it lasts longer. A separate document or product name cannot turn the same entitlement into additional income protection.
- Identify a distinct insured or enforceable contractual commitment to regular income or an ascertainable formula. One policy can contain an early sickness phase and a genuinely distinct later income-protection phase, but allocate each feature once. A general promise to help, invitation to buy insurance, premium without an established entitlement, independent personal policy or unresolved quote is insufficient. This question does not require employer-only funding; record any personal premium.
- For position 2, record the earliest applicable end, including limits per claim, across all claims, policy expiry or an engagement-linked stop. Position 3 continues under the stated incapacity rules until recovery, retirement, death or the stated benefit-ending age, without a shorter payment or aggregate cap. Normal medical reviews and valid exclusions can remain. A discretionary possibility of continuing payment after the engagement ends is insufficient.
- Separate joining/service/underwriting conditions before cover starts from the deferred period after incapacity begins before payment. A deferred period longer than an assignment does not establish absence if an incapacity arising while covered can later produce payments. Conversely, an offer that cannot cover the person during the engagement, or necessarily expires before any payment can begin, is not usable. Show any income gap after sick pay ends.
- Position 3 preserves the claim entitlement arising from incapacity during cover, including completion of a remaining deferred period after the relationship ends. It does not promise cover for new illness beginning afterwards, indefinite employment, future-employer cover or continuing pension accrual. Distinguish a client assignment change from the end of the underlying insured employment or engager relationship; confirm actual terms rather than assuming portability.
- Record the payment or replacement percentage, covered earnings and variable-pay reference period, maximum, relevant gross/net basis, offsets, escalation and duration. A percentage of covered earnings is not automatically the same percentage of take-home pay. The example 60%, 13 weeks, two years and age 67 are illustrations, not universal thresholds. A longer payment period does not establish a larger monthly amount or equal financial value.
- Preserve the actual illness/injury and incapacity definition, including own, suited or any occupation and any change during a claim. Record exclusions, recurrence/reset rules and claim requirements. Verify personal age, service, work/earnings, enrolment and health-acceptance conditions. An offer genuinely available but unused can count; do not describe someone as insured before required acceptance and cover commencement.
- Planned mode uses cover available when the engagement begins; Ongoing mode uses cover available now. Model an incapacity starting while that cover applies, then follow its waiting and payment rules. Identify the responsible employer, engager, agency, umbrella, insurer or contractual guarantor and the benefit owed to this individual. Cover supplied only to other people is insufficient,

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Q54 / Q-S-031 - continued

AOC-06 / Benefits and longer-term protection

Longer-term income protection

Boundaries and qualifications - continued

and future eligibility receives no current credit.

- Required sick pay and all binding benefit promises remain effective. State benefits, compulsory liability insurance or damages, healthcare bills, retirement income and one-off death, injury or critical-illness sums are not this continuing-income benefit. A distinct injury benefit belongs to Q55; the same recurring income cannot also raise that answer. Claim payments continuing after work ends do not become severance under Q57. Clarify inseparable benefit boundaries, unknown terms or continuation; do not use missing records or non-use as position 1 or N/A. Separate materially different offers or use the weakest wholly true common position.

Source references

CSU-PAY-04

Social Security Contributions and Benefits Act 1992, Part XI, Statutory Sick Pay (General) Regulations 1982 and Statutory Sick Pay guidance (Part XI; related GOV.UK employer-guide overview, up-to-28-week SSP and company-sick-pay boundary)

CSU-BEN-03

Employers' Liability (Compulsory Insurance) Act 1969 and Employers' Liability (Compulsory Insurance) Regulations 1998 (related GOV.UK overview and HSE40(rev4), printed p 1, What is employers' liability insurance?; liability boundary only)

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group (2018; printed pp 22 and 57; benefits context)

<https://www.moneyhelper.org.uk/en/everyday-money/insurance/what-is-income-protection-insurance>

MoneyHelper: income protection (How does income protection insurance work?; Choose a suitable level of cover; Read the small print)

Q55 / Q-S-034

AOC-06 / Benefits and longer-term protection

Personal accident and injury cover

Companion explanation

This question concerns an additional benefit the individual can receive after a covered accident or injury. A plan might pay a fixed sum for a fracture, burns or a specified permanent injury, or provide a defined benefit for injury-related personal costs. The benefit must belong to the individual or be secured for their benefit; it must not depend on first establishing that an employer or another party was legally responsible.

Position 2 describes cover restricted to particular activities or periods. It can include working hours, commuting, a named business journey or a specified event. Position 3 describes general cover during work and private life throughout the period of cover. A 24-hour helpline or round-the-clock cover only while on a business trip does not establish that broader protection.

Choosing an answer

Choose the highest position wholly true for the individual and cover period. First establish a defined direct benefit for a non-fatal injury, then check the activities and periods covered. Position 3 requires the same core injury benefit during work and ordinary private life, not merely a 24-hour label or separate minor extension.

Position	What distinguishes it
1	The engagement does not include a separate direct financial benefit for the individual for a non-fatal accident or injury.
2	A separate defined benefit is payable to the individual for covered injuries, but only during specified activities or periods, such as work, commuting or business journeys.

Position	What distinguishes it
3	A separate defined benefit is payable to the individual for covered injuries 24 hours a day, during work and ordinary private activities, subject to stated exclusions.

Examples

Position 1 | Temporary: An agency's accident policy pays the business for its own loss. The six-week assignee has no right to a payment or other direct injury benefit. Position 1.

Position 2 | Permanent: The employee is entitled to £20,000 for a specified permanent injury, but the accident must occur during work or commuting. Ordinary private activities are not covered. Position 2.

Position 3 | Permanent: The employee has a defined injury-benefit schedule, including a £20,000 specified permanent-injury payment, operating during work and ordinary private activities, 24 hours a day while cover is active. Position 3.

Boundaries and qualifications

- The person must have an ascertainable entitlement after a covered injury without first proving someone's legal liability. An insured or equivalently secured benefit can count. Medical evidence, injury causation, a required disability period and valid claim conditions can remain; not every accident must produce a payment. Required liability insurance, higher liability limits, ordinary damages and workplace-safety duties do not supply this additional benefit.
- Check the recipient. A group policy may pay the employer, but the individual must have a defined payment or usable benefit secured

Q55 continues on the next page.

Personal accident and injury cover

Boundaries and qualifications - continued

for them, such as a guaranteed pass-through. Business-only proceeds, key-person or business-interruption cover and a later discretionary donation are insufficient. A representative or trustee can receive a payment secured for the injured person; personal bank-account receipt is not required.

- Position 2 can cover work, commuting, named journeys, events or other restricted periods. Position 3 requires general work and ordinary private-life cover throughout the active period. Twenty-four-hour cover only on a business trip, or a helpline's opening hours, is insufficient. Do not combine a work-only principal benefit with an unrelated minor weekend feature and call the whole benefit round-the-clock cover. Record mixed scope and clarify any uncertain allocation.
- Record injury categories, amounts or formula, capital-sum percentages, pay basis, caps, offsets, waiting/disability conditions, personal premiums, geographical and activity/occupation exclusions. Twenty-four-hour cover does not mean every injury, illness, sport or country is included. No cash minimum is imposed. The scope comparison does not establish that a smaller round-the-clock payment is financially better than a larger work-only benefit.
- Employer-funded and genuinely engagement-provided contributory schemes can count; record funding and individual costs. Do not import Q53's employer-funding test into this different benefit. An independent personal policy, retail-market access, an unresolved quote or a payroll deduction without established cover is insufficient. Confirm the assessed person's age, role, service, location, enrolment and insurer acceptance rather than relying on cover for directors or other groups.
- Planned mode uses defined cover available from the stated start; Ongoing mode uses current cover. Record start/end dates, waiting periods and assignment continuity. Cover for all hours during six weeks does not promise annual or lifelong protection. An unused established benefit can count, but future acceptance or a wait making it unavailable throughout the engagement cannot establish current usable cover. A client change does not necessarily end underlying umbrella membership.
- Distinguish the accident date from later assessment of its consequences and the claim date. Check whether an accident during cover can still produce a benefit when disability is established after the engagement ends. Record notification deadlines, required disability periods and continuation terms; presume neither survival nor automatic loss of that claim.
- Allocate distinct components by function. Death payments belong to Q56, continuing income to Q54, ordinary sickness income to Q34 and clinical-cost funding to Q53. A fixed injury sum paid in instalments remains a capital benefit; recurring incapacity income does not become a second injury benefit because it sits in an accident policy. Fixed hospital cash for an injury differs from reimbursed medical bills. The same payment cannot improve two answers, and bundled adjustments, occupational health or wellbeing retain Q58, Q60 or Q61 as appropriate.
- Preserve a distinct non-injury risk feature, such as critical-illness capital cover, for clarification if these standard injury answers do not reliably map it; do not force it into accident cover or automatically select zero. Specific binding promises and mandatory protections remain effective. Clarify unknown payees, benefit terms or eligibility rather than guessing position 1 or N/A. Separate materially different offers or use the weakest

Q55 continues on the next page.

Q55 / Q-S-034 - continued

AOC-06 / Benefits and longer-term protection

Personal accident and injury cover

Boundaries and qualifications - continued

wholly true common position. Policy branding and document volume do not establish protection.

Source references

CSU-BEN-03

Employers' Liability (Compulsory Insurance) Act 1969 and Employers' Liability (Compulsory Insurance) Regulations 1998 (related GOV.UK insurance/compensation overview and HSE40, PDF p 1; compulsory-liability boundary)

CSU-EQS-05

Health and Safety at Work etc. Act 1974 (related HSE overview, general duties under the primary Act; mandatory-safety boundary)

CSU-EQS-06

Management of Health and Safety at Work Regulations 1999 (related HSE risk-management overview, obligations under the 1999 Regulations)

<https://connect.avivab2b.co.uk/broker/commercial/specialty/group-personal-accident/>

Aviva: group personal accident cover (Why clients need Accident and Health; Group Personal Accident cover; mechanism examples only)

<https://connect.avivab2b.co.uk/brokerPublicProductDocuments/BCOBC16036?productCode=BTSGPA>

Aviva: Summary of Cover (PDF pp 1-3; injury benefits, operative time and limitations; mechanism examples only)

Q56 / Q-S-030

AOC-06 / Benefits and longer-term protection

Death-in-service and life-assurance benefits

Companion explanation

The benefit is money made available through the engagement for the people who can receive it after the individual dies. A scheme can promise a lump sum or an income. The question assesses the defined benefit available on the stated terms, rather than whether a death or claim has occurred.

Death-in-service commonly refers to cover linked to continuing membership of an employment or benefit arrangement. It need not mean that the death happens at work. Life assurance may cover death from illness or an accident outside work as well; the actual scheme terms decide.

Choosing an answer

Choose the highest position wholly supported by a defined death benefit available through the engagement. Check whether it covers only named causes or circumstances, or both illness and accidental death during and outside work. Record the actual amount, eligible recipients, cover dates and material exclusions; the breadth position does not value the payout.

Position	What distinguishes it
1	The engagement does not include a defined payment or income for the individual's beneficiaries on the individual's death.
2	The engagement provides a stated payment or income for the individual's beneficiaries, but death cover is restricted to named causes or circumstances, such as an accident or a work-related death.

Position	What distinguishes it
3	The engagement provides a stated payment or income for the individual's beneficiaries if the individual dies from illness or an accident, during or outside working hours, subject to stated exclusions.

Examples

Position 1 | Permanent: An ongoing role with guaranteed hours and pay provides no death-in-service payment or survivor income. The employer holds the Employers' Liability insurance it needs. Position 1: liability insurance does not establish this death benefit.

Position 2 | Permanent: An ongoing role provides £25,000 for eligible beneficiaries if the individual dies in an accident during the cover period. Death from illness is excluded. Position 2.

Position 3 | Permanent: An ongoing role provides £25,000 for eligible beneficiaries for death from illness or an accident, during or outside working hours, while cover is active, subject to the stated exclusions. Position 3.

Boundaries and qualifications

- Count an insured or enforceable scheme/contractual promise of a defined lump sum or survivor income. Ordinary claim checks do not make it discretionary. An employer deciding after a death whether to donate is different from trustees deciding which eligible recipient receives a defined benefit. Key-person or business-loss insurance counts only where a separate beneficiary entitlement is actually secured; payment to the business alone is insufficient.

Q56 continues on the next page.

Death-in-service and life-assurance benefits

Boundaries and qualifications - continued

- Position 2 includes accident-only, named-illness or work-related-only cover. Position 3 requires ordinary illness and accident cover during and outside working hours throughout the stated covered period. A specific exclusion does not automatically reduce general life cover, but exclusions removing that ordinary breadth cannot support position 3. Clarify materially ambiguous terms; a life-assurance label does not establish coverage.
- Record a positive cash amount or ascertainable formula, any pay multiple and earnings definition, variable-pay reference, or survivor-income amount and duration. There is no minimum cash sum or salary multiple. Equal positions can have different payouts, and broader cover does not establish greater financial value or household adequacy. The £25,000 examples illustrate the comparison rather than a threshold.
- Identify eligible recipients, nominations and changes, trustee/administrator discretion and what happens without a nomination. A nomination may express a preference without binding the final decision. Do not imply payment to every nominee, unrestricted beneficiary choice, immediate settlement or tax-free treatment. Recipient discretion within a defined scheme benefit is not absence of that benefit.
- Confirm eligibility, age/service/health conditions, enrolment, underwriting acceptance, personal contribution and cover dates. A genuinely available unused offer can count; an unresolved quote or future acceptance cannot be described as current insurance. An independent personal policy is excluded. Employer-only funding is not required by this question; identify any individual cost and the actual engagement-provided entitlement.
- Planned mode uses the benefit available at commencement and during the declared period; Ongoing mode uses current access. Record waits, gaps, expiry and any change between assignments. A benefit starting only after an eight-week engagement ends is not available during it. Agency or umbrella cover may survive a client change, but confirm it; cover after the relationship ends is not presumed. Do not average covered and uncovered periods into uninterrupted protection.
- Compulsory liability insurance, ordinary compensation claims, state bereavement benefits and accrued ordinary pay are separate. A distinct pension-linked death payment or survivor income belongs here and must not also increase Q52's pension answer. Merely passing on an existing savings pot does not establish an additional death-cover promise. Accidental-death cover belongs here; a distinct payment for surviving injury belongs to Q55.
- A particular contract, scheme, collective agreement or other binding obligation remains effective even without a general duty to provide death cover. Identify who promises, funds and administers the benefit across employer, agency, umbrella, pension arrangement and insurer, counting it once. Clarify unknown amounts, eligibility or cover terms rather than selecting position 1 or N/A. Separate materially different offers or use the weakest position wholly true for all. Non-use, missing paperwork and policy branding do not establish absence or breadth.

Source references

CSU-BEN-03

Employers' Liability (Compulsory Insurance) Act 1969 and Employers' Liability (Compulsory Insurance) Regulations 1998 (related GOV.UK overview and HSE40(rev4), printed pp 1, 3 and 4; liability/direct-benefit distinction only)

Q56 continues on the next page.

Q56 / Q-S-030 - continued

AOC-06 / Benefits and longer-term protection

Death-in-service and life-assurance benefits

Source references - continued

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group (2018; printed pp 22 and 57; general benefits context)

<https://www.moneyhelper.org.uk/en/pensions-and-retirement/pension-problems/pensions-after-death>

MoneyHelper: pension death benefits (Defined benefit

pensions after death; How do I nominate someone to inherit my pension?)

<https://www.moneyhelper.org.uk/en/family-and-care/death-and-bereavement/putting-your-financial-affairs-in-order-if-you-get-ill-or-die-making-a-will-and-more>

MoneyHelper: life cover (Step 6; financial support after death, death-in-service terminology and term cover)

Q57 / Q-S-033

AOC-06 / Benefits and longer-term protection

Severance and redundancy payments

Companion explanation

This question measures a separate financial benefit because the work ends for a defined reason unrelated to conduct or performance. Examples include a role becoming redundant, a project closing, or an expressly covered assignment ending. The payment can be a fixed sum or follow a stated calculation.

Identify the actual improvement: a larger redundancy sum, access before the statutory service threshold, coverage for an individual outside the statutory employee population, or a payment for an additional defined ending. The arrangement need not provide every kind of improvement. Preserve any statutory sum due; a smaller contractual sum cannot replace that entitlement. A benefit limited to other staff or to an ending that cannot apply to the assessed engagement does not justify position 3.

Choosing an answer

Choose the highest position wholly true if a covered ending occurred at the stated assessment point. Establish the person's actual service, eligibility, separate payment and covered event. Position 2 requires applicable statutory redundancy protection now; a possible future entitlement is insufficient. Position 3 requires a defined improvement usable by this person, not only by another group.

Position 1 qualification: No severance, redundancy or comparable protection is provided - this may be below the applicable statutory redundancy minimum for some engagements.

Position	What distinguishes it
1	There is no separate severance, redundancy or comparable end-of-work payment in addition to any final pay and notice pay.

Position	What distinguishes it
2	The individual is covered by statutory redundancy pay, calculated using the statutory age, service and weekly-pay rules; no higher payment or additional end-of-work payment is provided.
3	A defined severance or redundancy payment offers a higher amount than statutory redundancy pay, payment before two years' service, or payment for people or endings outside the statutory rules.

Examples

Position 1 | Temporary: An eight-week project engagement has no earlier service or separate agreed end payment. Final pay and any notice obligations are addressed separately. Position 1; the conditional warning remains visible.

Position 2 | Temporary: A zero-hours employee has three years' confirmed continuous employment. The underlying employment carries statutory redundancy protection only. Position 2; the zero-hours label does not remove that entitlement.

Position 3 | Temporary: An eight-week assignment expressly provides a £300 severance payment when it reaches its planned end, separate from earned pay and any notice pay. Position 3; the agreement defines the ending and payment conditions.

Boundaries and qualifications

- The payment must arise from a defined ending unrelated to conduct or performance, such as redundancy, project closure, agreed no-fault release or an expressly covered natural assignment end. Ordinary resignation,

Q57 continues on the next page.

Severance and redundancy payments

Boundaries and qualifications - continued

retirement, performance dismissal, bonuses or general damages do not automatically qualify. Voluntary redundancy can count where its actual trigger and separate compensation fit. Record the payment date and any material conditions.

- Separate gross severance or redundancy compensation from notice/pay in lieu, final wages, accrued holiday and expenses. Q23 assesses notice protection; Q21 covers scheduled-work disruption while the engagement continues. Split an undivided final-pay or settlement sum before answering. Record the exact amount or formula, pay basis, service/age factors, caps, minimums and pro-rating, and whether statutory redundancy is included or additional. A smaller contractual sum cannot replace a statutory amount due.
- Statutory redundancy pay normally requires employee status, at least two years' continuous employment and a qualifying redundancy, subject to relevant-date rules, exclusions, suitable-alternative-work conditions and statutory calculation limits. A statement that the employer follows the law does not establish an applicable payment for this person. Refusal to pay a known entitlement is not lawful absence or acceptable statutory protection. WEQF category, fixed-term, agency and zero-hours labels do not settle eligibility.
- Position 3 can reflect any real defined improvement: a higher sum, access before the statutory service threshold, coverage for an otherwise excluded person, or an additional ending. It need not combine all improvements. Lowering a service threshold already passed by this person does not itself improve their current benefit if the sum and usable event coverage are unchanged. Show the actual improvement; the example £300 payment is not a minimum threshold or

necessarily more valuable than another package.

- Planned mode uses commencement facts; Ongoing mode uses current facts. Test a hypothetical covered ending at that point without requiring an actual claim. Preserve recognised earlier service and applicable notice/relevant-date extensions. Record later eligibility dates and assess distinct periods instead of backdating or averaging future protection. Near-threshold uncertainty needs clarification; a new permanent role cannot automatically receive a mature-service entitlement.
- Natural fixed-term expiry neither automatically creates severance nor excludes statutory redundancy. Eligible employees can have statutory redundancy pay where non-renewal is for redundancy. Where that entitlement is absent, an optional expiry payment must be expressly provided. The position 1 example assumes no earlier or transfer-preserved service, relevant-date extension or other binding separate payment; final-pay, notice and other duties remain effective.
- Distinguish a client assignment ending from the end of agency or umbrella employment. Short assignments can sit within long continuous employment, and assignment expiry does not automatically mean redundancy. A defined assignment-ending payment can count independently of continuing employment when it is separate no-fault compensation, not the same notice/transition buffer already credited in Q23. Identify the responsible employer, recognised service, trigger and payer.
- A promise to consider ex gratia help or past generosity to someone else is insufficient. A contractual, collective, customary, transferred, scheme or individually agreed payment can count on its actual terms. Preserve any settlement or release conditions

Q57 continues on the next page.

Q57 / Q-S-033 - continued

AOC-06 / Benefits and longer-term protection

Severance and redundancy payments

Boundaries and qualifications - continued

and distinguish compensation from other components. Missing documents do not prove that no binding right exists; a specific agreement for one person is not automatically a standing benefit for all.

- Preserve applicable fixed-term comparable treatment and TUPE terms and continuity. A transfer itself does not create severance or an extra score; an actual preserved higher benefit counts for its substance. Q15 retains the transfer prerequisite. The Welsh Workforce Code supplies scoped outsourcing/terms context, not a universal severance formula. No known contractual or statutory obligation becomes optional because a lower answer exists.
- Count each payment once across employer, client, agency, umbrella or insurer. Other pension, death, incapacity, treatment and injury benefits retain their own questions. Clarify unclear continuity, eligibility, payment breakdown or conditions rather than selecting position 1 or N/A. An unused applicable entitlement counts. Separate materially

different offers or use the weakest position wholly true for all; amounts and access remain visible because this spectrum does not rank every package by cash value.

Source references

CSU-CORE-01

Employment Rights Act 1996 (ss 135-162; related GOV.UK redundancy-pay eligibility, calculation and exceptions; Acas Working out redundancy pay, relevant-date/PILON and payment timing)

CSU-CORE-06

Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (related GOV.UK Ending a fixed-term contract, non-renewal and Employees rights guidance)

CSU-CORE-08

Transfer of Undertakings (Protection of Employment) Regulations 2006 (related GOV.UK TUPE protection guidance; preserved terms and continuity)

CSU-WAL-04

Welsh Government, Public services outsourcing and workforce code (24 March 2026 Code, section 3, PDF pp 3 and 5-6; Social Public Workforce Clauses 3.2-3.3, PDF p 14; terms/continuity context)

Q58 / Q-S-035

AOC-07 / Safety, dignity, equality and accessibility

Additional practical work adjustments

Companion explanation

An adjustment is a practical change that helps the individual carry out the work. It may affect equipment, the work environment, the way tasks are done, work location or working times. This question assesses the engagement's additional offer of that help, including how reliably the individual can obtain and continue using it.

The extra help assessed here is available on practical need, without requiring the individual to establish a disability or another protected status, provide medical evidence or prove legal entitlement. Discussing the work difficulty and possible solutions is still appropriate. Not requiring a diagnosis is not, by itself, an improvement beyond the law: legal protection can apply without a diagnosis.

Choosing an answer

Choose the highest position wholly true for the person and period, after separating mandatory duties and benefits assessed elsewhere. Both positive positions require real additional help based on practical need. Position 3 requires the whole commitment: agreement with the individual, suitable changes in use when needed, and effective review and adaptation. If any part remains discretionary but usable extra help exists, position 2 applies.

Position	What distinguishes it
1	No additional practical work adjustments are provided beyond mandatory equality and safety duties.

Position	What distinguishes it
2	Additional practical work adjustments beyond mandatory equality and safety duties are available based on need, without requiring a disability or other protected status, medical evidence or proof of legal entitlement. Putting changes in place when needed, or reviewing and adapting them later, is not assured and depends on discretionary approval.
3	Additional practical work adjustments beyond mandatory equality and safety duties are available based on need, without requiring a disability or other protected status, medical evidence or proof of legal entitlement. There is a firm commitment to agree suitable changes with the individual, put them in place when needed for the work, and review and adapt them as needs change.

Examples

Each example assumes all applicable mandatory duties have been met and that the extra feature described is not legally required on those facts. No example makes a type of equipment or adjustment automatically optional.

Position 1 | Permanent: An ongoing salaried role supplies all legally required adjustments, including an individually adapted workstation where owed, but has no additional practical-need offer. Position 1.

Position 2 | Permanent: A manager provides an extra screen to make document comparison easier, without requiring medical evidence or

Q58 continues on the next page.

Additional practical work adjustments

Examples - continued

protected status. The screen is useful, but later review or adaptation depends on fresh discretionary approval; there is no commitment to continue meeting changed needs. Position 2.

Position 3 | Temporary: The agency and hirer offer extra task-layout or equipment changes on practical need without medical or protected-status proof. Their arrangement includes a firm commitment to agree a suitable change with the assignee, put it in place when needed during the six-week assignment, and review and adapt it if needs change. Position 3.

Boundaries and qualifications

- Equipment, environment, task method, location and working times all remain in scope; they are not a five-part checklist. A low-cost change can count. Independent personal purchases, changes solely for business convenience, an inclusive policy or a request mailbox without usable help do not establish this provision.
- Exclude every legally required adjustment and its identification, consideration, funding, implementation or review. Expense, speed, a voluntary label or an offer open to everyone does not make it additional. Mandatory safety belongs to Q08 and equality/reasonable adjustments to Q10. Lack of a diagnosis does not establish absence of a duty. Position 1 means no extra offer after required protections are met; specific contractual, collective and scheme promises must still be honoured.
- Access to the additional offer must not require disability, another protected status, medical evidence or proof of legal entitlement. Discussing the work difficulty and suitable solutions is appropriate. Voluntary occupational-health advice can help, but cannot become a compulsory gate to this offer. Separate clinical or safety advice required for safe work remains necessary.
- Both positive positions can involve individual tailoring and legitimate safety or feasibility checks. Position 3 does not promise every requested option, but must provide dependable delivery of suitable help and actual adaptation when needs change; arbitrary refusal of every request or review without useful action is insufficient. A contractual commitment can secure an extra benefit without turning it into the excluded statutory baseline.
- Record useful implementation dates, interim solutions, review triggers and continuation. There is no fixed day target. An interim change can count if it meets the need; delivery after a short assignment ends cannot meet that assignment's need. No permanent equipment ownership, indefinite retention or portability to another engager is implied. Planned mode uses the offer from the stated start; Ongoing mode uses current access and intended continuation.
- Public-scheme-only support, an Access to Work referral or grant administration does not establish this additional engagement provision. In a mixed package, identify a distinct responsible-party contribution or work change that is neither mandatory nor wholly publicly funded. Fully reimbursed upfront spending is not an extra contribution. No minimum budget is required; record personal costs and restrictions affecting use without shifting mandatory costs to the individual.
- Identify the request/review contact and who has the authority and resources to implement each change. Agency, umbrella and hirer arrangements must deliver real access; a payroll contact cannot alone change work controlled by the hirer. Statutory duties remain with the responsible parties. A usable unused offer can count without a previous

Q58 continues on the next page.

Q58 / Q-S-035 - continued

AOC-07 / Safety, dignity, equality and accessibility

Additional practical work adjustments

Boundaries and qualifications - continued

request or particular document format;
another staff group's offer cannot be borrowed.

- Count each distinct benefit once. Pregnancy/post-birth adaptations belong to Q59; accessible engagement information to Q71; occupational-health advice to Q60; wellbeing services to Q61; and clinical funding to Q53. Assess a separate practical work change here, not the same assessment, treatment, break, leave, reimbursement or continuity benefit again. A shared provider or request process does not establish two benefits.
- Clarify uncertain additionality, eligibility or delivery rather than guessing position 1 or N/A. No separate legal-sign-off procedure is imposed. Separate materially different offers or use the weakest position wholly true for all; do not combine one group's equipment with

another group's dependable access. The score concerns usefulness and reliability, not adjustment count, price or paperwork.

Source references

CSU-BEN-02

DWP, Access to Work (What Access to Work is; Practical support with your work; What Access to Work will not pay for)

CSU-EQS-01

Equality Act 2010, Equality Act 2010 (Amendment) Regulations 2023 and EHRC Employment Statutory Code of Practice (Equality Act ss 20-21 and 39-41, Schedule 8; related GOV.UK reasonable-adjustment guidance and Acas What reasonable adjustments are, When an employer must make them and Whether someone needs a diagnosis; mandatory boundary)

<https://www.acas.org.uk/neurodiversity-at-work/making-your-organisation-neuroinclusive>

Acas: support for all workers (Considering support for all workers; broader practical support alongside required reasonable adjustments)

Q59 / Q-S-041

AOC-07 / Safety, dignity, equality and accessibility

Additional pregnancy and post-birth work adaptations

Companion explanation

An adaptation is a practical change to how, where or when the individual works. Here it must specifically support pregnancy or post-birth health, including recovery and breastfeeding, and be additional to every applicable mandatory duty. The purpose is to support safe continuity of work where the individual wants to work and doing so is practicable.

The useful distinction is between real extra help agreed request by request and a dependable offer that puts suitable changes into use and keeps them useful as needs change. A larger budget, more changes or a written plan alone does not establish the strongest answer. Review must concern the extra adaptations and lead to changes when needed; statutory risk-assessment review remains outside scoring.

Choosing an answer

Choose the highest position wholly true for an identifiable additional pregnancy or post-birth work-adaptation offer. Remove all mandatory and separately counted features first. Position 2 requires real extra changes, with delivery, timing or later adaptation decided case by case. Position 3 requires agreement with the individual, useful implementation and effective review and adaptation together; a general invitation to ask is insufficient.

Position	What distinguishes it
1	No additional pregnancy or post-birth health adaptations are provided beyond all applicable mandatory duties.

Position	What distinguishes it
2	Extra work changes for pregnancy or post-birth health needs are available beyond all mandatory duties. Suitable changes, such as a different work location or task arrangement, are offered, but delivery, timing and follow-up depend on case-by-case agreement.
3	Extra work changes for pregnancy or post-birth health needs are available beyond all mandatory duties. Suitable changes, such as a different work location or task arrangement, are agreed with the individual, put in place when needed, and reviewed and adapted as their needs change.

Examples

Every example assumes all applicable mandatory duties are met. Any extra feature described is not required on those particular facts and is counted only under Q-S-041. The same type of change could be mandatory in another engagement.

Position 1 | Permanent: An ongoing guaranteed-hours role provides every required pregnancy or post-birth safety change, including adjusted duties where necessary, but no additional health-adaptation offer. Position 1.

Position 2 | Temporary: A six-week assignee recovering after birth can agree an extra preferred arrangement of already-safe tasks for greater comfort. The arrangement is genuine, but implementation timing and later changes require separate case-by-case approval. Position 2.

Q59 continues on the next page.

Additional pregnancy and post-birth work adaptations

Examples - continued

Position 3 | Temporary: For a six-week assignment, the agency and hirer offer additional choices among safe work arrangements for pregnancy or post-birth health needs. They agree suitable extra changes with the assignee, implement them in useful time during the assignment and review and adapt them when needs change. Position 3.

Boundaries and qualifications

- Exclude required risk assessments and reviews, consideration of medical advice, necessary changes to work or hours, safe equipment, rest arrangements, alternative work, paid suspension, equality protections and statutory family rights. Extensive or prompt compliance supplies no enhancement here. Mandatory safety and equality retain Q08 and Q10. Position 1 means no extra offer after all applicable duties are met, with no further binding promise disregarded.
- No adaptation type is automatically optional. Remote work, reduced lifting, a different chair, altered hours or breastfeeding arrangements may be required on the facts. Extra choice among already-safe, adequate arrangements can count where genuinely additional. Clarify an uncertain boundary without adding a general legal-sign-off gate. A contract can make an extra benefit dependable and must be honoured.
- Identify a distinct pregnancy or post-birth health adaptation, including physical or mental health, recovery and breastfeeding where relevant. Ordinary childcare flexibility is different. The general adjustment route in Q58 alone is insufficient: a shared policy or contact can deliver the benefit, but allocate the actual pregnancy/post-birth change once to Q59. A clinical opinion, counselling session

or occupational-health referral is not itself a work change.

- One suitable additional change can qualify; a large budget, broad menu or written plan is unnecessary. Position 3 requires individual participation and useful implementation, with review leading to adaptation when needed. Safe and feasible alternatives can meet the need; every requested option is not guaranteed. No unnecessary meeting is required when needs are unchanged, but review and effective adaptation must remain available.
- Record actual pregnancy, recovery and breastfeeding coverage, implementation dates, interim arrangements, review triggers and end dates. Do not extend a pregnancy-only offer into post-birth coverage or require every stage in every assessment. No universal implementation deadline or post-birth cutoff applies. The six-month reference in safety guidance is not a WEQF limit; breastfeeding risks remain relevant while breastfeeding continues, and expiry of one protected period does not remove all other duties.
- Support concerns working where the individual wants to work and safe work is practicable. It cannot replace compulsory post-birth non-working periods, leave, required alternative work or paid suspension, or pressure an earlier return. An adaptation is not proof of fitness, guaranteed recovery or continued employment. Useful interim support can count, but a change arriving after an assignment ends cannot help during it; continuing support does not extend the engagement automatically.
- Planned mode assesses the defined offer from commencement over the stated period; Ongoing mode assesses current access and intended continuation. No current pregnancy

Q59 continues on the next page.

Additional pregnancy and post-birth work adaptations

Boundaries and qualifications - continued

or previous request is necessary. Establish eligibility, material restrictions and costs for the assessed individual. Identify who receives requests, controls the work, implements changes and reviews them across agency, umbrella and hirer; another group's benefits cannot establish access.

- Discuss needs and options proportionately, with privacy and relevant safety or medical advice. Q58's no-medical-evidence access rule must not be imported into legitimate pregnancy-related notification or safety processes. The questionnaire does not need detailed medical records. General public support or an independently bought item alone is not an engagement work change, but Q58's separate public-funding exclusion is not an additional admission rule for Q59.
- Keep family time away and pay, including Q35-Q44, separate from changes to performing the work. Occupational-health assessment belongs to Q60, wellbeing assistance to Q61, clinical funding to Q53 and accessible engagement information to Q71.

Do not count the same adaptation, break, payment, reimbursement or continuity guarantee twice. Clarify unknown access or additionality; separate materially different offers or use the weakest wholly true common position.

Source references

CSU-EQS-01

Equality Act 2010, Equality Act 2010 (Amendment) Regulations 2023 and EHRC Employment Statutory Code of Practice (related HSE Workplace safety law and Acas What the law says on pregnancy/maternity discrimination and Returning to work; mandatory equality and family-rights boundaries)

CSU-EQS-06

Management of Health and Safety at Work Regulations 1999 (regs 16-18; related HSE Risk assessment and Workplace safety law, required protective actions and review)

CSU-EQS-15

HSE, Protecting pregnant workers and new mothers (Overview; Risk assessment; Common risks; Rest and breastfeeding at work; Workplace safety law; pregnancy, recovery and continuing breastfeeding-risk context)

Q60 / Q-S-037

AOC-07 / Safety, dignity, equality and accessibility

Occupational-health assessment and support

Companion explanation

Occupational health looks at how work affects health and how health affects the ability to work. It can advise on preventing work-related harm, staying at work and returning after illness. An illness need not have been caused by work for occupational-health advice about its work implications to be useful.

Health surveillance is a series of checks for ill health associated with particular work exposures. Medical surveillance is a specified form of monitoring for certain hazards, with particular professional requirements. Hearing checks for hazardous noise or skin checks for exposure to substances are familiar examples. Whether checks are required depends on the actual work and risks.

Choosing an answer

Choose the highest position wholly true for the accessible service. Position 2 covers specified work-risk or fitness checks and all required surveillance with necessary follow-up. Broader occupational-health assessment supports position 3. Position 4 requires that broader service plus access from the first concern without waiting for absence, useful timing, and continuing professional follow-up as needed. All higher positions retain any required surveillance.

Position 1 qualification: No occupational-health assessment, health surveillance or work-related health support is provided - this may be below applicable health-surveillance or medical-surveillance duties for some engagements.

Position	What distinguishes it
1	No occupational-health assessment, health surveillance or work-related health support is provided.
2	Work-related health support is limited to specified risk or fitness checks, including any legally required health or medical surveillance and its necessary follow-up. Broader occupational-health assessment is not available.
3	Any required health or medical surveillance is provided. Broader occupational-health assessment and advice are available to help the individual stay at work or return after illness.
4	Any required health or medical surveillance is provided. Broader occupational-health assessment and advice are available from the first concern, without waiting for sickness absence, with timely access and continuing follow-up as needed to help the individual stay at work or return after illness.

Examples

These are illustrative engagement facts, not legal conclusions about an occupation or contract label. Each example assumes applicable duties and binding commitments are met, and access is available to the assessed individual.

Q60 continues on the next page.

Occupational-health assessment and support

Examples - continued

Position 1 | Temporary: An eight-week daytime visitor-host assignment has no identified work risks requiring health/medical surveillance and no separate occupational-health service or obligation to provide one. Applicable safety and equality duties are met. Position 1, with the conditional warning.

Position 2 | Permanent: An ongoing production role receives required hearing surveillance for noise exposure, including results and necessary follow-up. The person has no broader occupational-health assessment service for other work-health concerns. Position 2.

Position 3 | Permanent: An ongoing role provides any required surveillance and broader occupational-health advice about returning after illness. Broader referrals begin after sickness absence; help at the first concern while still working is not offered. Position 3.

Position 4 | Temporary: An agency and hirer provide any required surveillance for a six-week assignment. The assignee can obtain broader occupational-health help at the first concern, without waiting for absence, with assessment and work-focused advice in useful time and follow-up when needed during the assignment. Position 4.

Boundaries and qualifications

- Required health or medical surveillance is part of the basic service here, including competent delivery, feedback and necessary action on results. A test without required follow-up is incomplete. General safety assessment, prevention and controls remain within Q08; mandatory equality and adjustments within Q10. Repeating surveillance on the required schedule does not alone establish broader occupational-health provision.
- Position 2 can include equivalent limited work-related checks offered voluntarily where surveillance is not required. The

checks must be real and usable: unrelated screening, general health promotion or a statement of legal compliance is insufficient. If no checks are required or offered, compliance alone does not establish position 2.

- Broader assessment concerns health in relation to doing the work, staying at work or returning after illness. It can cover mental or physical health, including illness originating outside work. A useful one-off assessment can support position 3. A GP signpost, ordinary manager conversation or provider name without actual access cannot. Assessment and advice do not guarantee treatment, recovery or implementation of every recommendation.
- Position 4 requires all three added features: help from the first concern without an absence prerequisite, assessment and advice when useful for the work, and professional review/follow-up when needed. A prompt usable manager-referral route can qualify; self-referral is not compulsory. Clinically appropriate review finding no further appointment necessary can satisfy continuity. No fixed appointment count or unnecessary intervention is required.
- Use an occupational-health adviser or another appropriately qualified professional for broader assessment. Surveillance requires the competence and any appointed or approved medical arrangements appropriate to its risk; some basic checks can use trained personnel without a doctor. Appropriate clinical information and consent can be necessary. Q58's no-medical-evidence rule does not govern clinical assessment, and general consent guidance does not override statutory surveillance or fitness requirements.
- Handle health information through appropriate confidentiality, consent and lawful sharing arrangements at every level. The questionnaire requires service-access

Q60 continues on the next page.

Occupational-health assessment and support

Boundaries and qualifications - continued

facts, not diagnoses or clinical records.

Competence, privacy and mandatory feedback are essential conditions, not extra points or a reason to rank clinicians by title.

- Planned mode uses the service available from the stated start; Ongoing mode uses current access and intended continuation. Record eligibility, referral triggers, appointment/advice timing, restrictions, follow-up or handover, personal costs and time needed to attend. Judge timing against the actual need and engagement length; no universal day target applies. Do not assume cover after the engagement, a new assignment or a different engager.
- Identify the provider, referral contact, party arranging access and workplace contact able to consider recommendations. Agency, umbrella and hirer services can combine, but confirm the assignee's eligibility. Employer-only funding is not required; personal healthcare or general public-service availability alone is not an engagement offer. A usable unused service can count without present illness or a previous referral.
- The position 1 example assumes a suitable assessment identifies no surveillance duty, with no relevant exposure or individual requirement, and all safety, equality and binding commitments met. Its underlying case excludes night work, material noise or vibration, relevant substance hazards and display-screen-user duties. This is not an exemption for visitor-host, office or short-term work. The warning neither permits omitted duties nor automatically stops completion; known incomplete surveillance cannot be declared complete.
- Allocate distinct functions once: clinical funding to Q53, counselling and wellbeing to

Q61, and implemented additional work changes to Q58 or Q59. A mental-health occupational assessment can count here when distinct from counselling. Clarify uncertain duties, access or incomplete provision rather than selecting position 1 or N/A. Separate different offers or use the weakest wholly true common position; do not borrow another group's service.

Source references

CSU-EQS-05

Health and Safety at Work etc. Act 1974 (related HSE HSWA overview, Health surveillance overview and Act on results; general prevention and necessary protective action)

CSU-EQS-06

Management of Health and Safety at Work Regulations 1999 (reg 6; related HSE Manage the risk, Types of health surveillance and Act on results; risk-specific surveillance and necessary feedback/follow-up)

CSU-EQS-13

HSE, Management Standards for work-related stress (Management Standards overview; demands, control, support, relationships, role and change; work-design context)

CSU-EQS-15

HSE, Protecting pregnant workers and new mothers (Employer responsibilities; individual risk assessment and temporary/agency working; assessment and adaptation boundaries)

<https://www.acas.org.uk/using-occupational-health-at-work>

Acas: occupational health at work (work and health, staying/returning, prevention, internal or external services and referral arrangements)

<https://www.acas.org.uk/using-occupational-health-at-work/using-occupational-health-to-help-someone-at-work>

Acas: occupational-health assessments (qualified assessment, agreement, report permissions, recommendations, return planning and confidentiality)

Q61 / Q-S-038

AOC-07 / Safety, dignity, equality and accessibility

Additional mental-health and wellbeing support

Companion explanation

This question assesses extra practical help with mental health and wellbeing available through the work arrangement. Examples include usable stress-management activities, a trained listening contact, counselling and ongoing wellbeing support. It assesses the offer, not whether the individual has a diagnosis, is currently distressed or has used the service.

One-to-one assistance helps the person work through a concern. Counselling is a familiar example, but a service need not carry the EAP label to qualify. Appropriate individual support can be provided through a different arrangement by someone with the skills for the help offered. A trained listener who only signposts is not automatically a counsellor or a continuing support service.

Choosing an answer

Choose the highest position wholly true for the additional support the individual can use. Genuine practical self-help or trained initial listening can support position 2 without counselling. Position 3 requires confidential individual help that works through concerns. Position 4 combines practical help before escalation, timely confidential individual assistance and continuing practical support during the work; every part must be available.

Position	What distinguishes it
1	No additional practical mental-health or wellbeing support is provided beyond mandatory health-and-safety and equality duties.

Position	What distinguishes it
2	Additional mental-health and wellbeing support is limited to practical self-help, wellbeing sessions or initial listening and signposting from a trained contact. Counselling or other one-to-one help to work through concerns is not provided.
3	Additional confidential one-to-one help is available to work through mental-health or wellbeing concerns, such as counselling through an employee assistance programme.
4	Additional mental-health and wellbeing support includes practical help before concerns escalate, timely confidential one-to-one assistance such as counselling, and continuing practical support at work when needed.

Examples

Each example assumes mandatory health-and-safety and equality duties are met and the described extra service is available to the assessed person. The examples compare the support offered, not the individual's health.

Position 1 | Permanent: An ongoing role with guaranteed hours meets required stress-control and equality duties. Beyond those duties it offers no practical mental-health or wellbeing service; its handbook contains only a policy and public helpline numbers. Position 1.

Q61 continues on the next page.

Additional mental-health and wellbeing support

Examples - continued

Position 2 | Temporary: A six-week assignee can use extra guided wellbeing activities and contact a trained agency listener for initial help finding support. Counselling or comparable individual assistance is not provided through the engagement. Position 2.

Position 3 | Permanent: An ongoing role with guaranteed hours provides additional confidential EAP counselling. The person can use the service, but the engagement provides no continuing practical wellbeing support at work after the counselling contact. Position 3.

Position 4 | Temporary: A six-week assignee has extra practical help with emerging concerns, timely confidential individual assistance, and an accessible wellbeing contact for voluntary continuing support during the assignment. Counselling details need not be shared with the hirer. Position 4.

Boundaries and qualifications

- Remove all required stress-risk assessment and controls, health-and-safety action, equality protections and reasonable adjustments. These remain within Q08 and Q10 and cannot improve this answer, even through a wellbeing scheme. An EAP cannot replace action on harmful working conditions. Position 1 means no distinct extra service after applicable duties are met; contractual, collective and individual-specific obligations remain effective.
- Count usable guided self-help, stress-management activities, wellbeing sessions or trained initial support. A functional digital programme can qualify. A slogan, policy, ordinary social perk, unstaffed contact or static public-helpline list is insufficient. Public or charity availability and independently purchased services alone are not engagement-provided support; an

arranged, usable service is assessed by what it does.

- Initial listening and active help finding assistance remain position 2 where no counselling or comparable individual help is supplied. Position 3 needs competent assistance that helps the person work through concerns. An EAP name, external provider or particular professional title is neither required nor sufficient. A trained first-contact listener must not be presented as providing therapy without the appropriate skills.
- For position 4, continuing support can include voluntary wellbeing conversations or active help maintaining access to suitable assistance. One integrated service can supply prevention, individual assistance and follow-up. Monitoring or collecting evidence alone is not support; required stress controls, work adjustments or occupational-health reviews cannot fill a missing feature. No fixed contact interval, compulsory attendance, unlimited treatment or guaranteed recovery is implied.
- Respect privacy at every position. Confidential individual assistance uses appropriate consent, professional boundaries and explained lawful sharing or safety limits; it is not absolute secrecy. Follow-up must not depend on disclosure of counselling content to a manager. In-house help can qualify where privacy and access are credible. Do not require a diagnosis, personal clinical records or participation to assess the available offer.
- Record eligibility, scope, opening hours, waiting times, session and period limits, expected continuation, personal costs and attendance arrangements. No universal days or session threshold applies. A limit does not automatically prevent position 4, but cannot make promised help or continuation unusable. Delay may prevent position 4 while useful individual assistance still supports position 3;

Q61 continues on the next page.

Q61 / Q-S-038 - continued

AOC-07 / Safety, dignity, equality and accessibility

Additional mental-health and wellbeing support

Boundaries and qualifications - continued

support inaccessible throughout the assessed period cannot count.

- Planned mode uses the defined offer from commencement over the stated period; Ongoing mode uses current access and intended continuation. Confirm the actual contact, provider and any workplace coordination across employer, agency, umbrella or hirer. Another staff group's eligibility cannot be assumed. Employer-only funding and a particular referral route are not required. Do not presume continuation after the engagement or transfer to another assignment.
- Count each function once. Medical treatment already counted in Q53, occupational-health assessment in Q60, implemented work changes in Q58/Q59, and incident-specific aftercare in Q62 remain separate. Distinct workplace support may share a provider. Emotional support can address harassment, but general complaints, representation and dispute resolution retain Q74, Q75 and Q77; the same session or support feature cannot raise two answers.
- Assess the offer, including personal concerns where the service covers them, rather than current distress, diagnosis, past use, satisfaction or absence statistics. A genuine unused service can count. Clarify uncertain access or additionality instead of treating unknowns as position 1 or N/A. Separate materially different offers or use the weakest wholly true common position; do not combine one group's counselling with another group's follow-up.

Source references

CSU-EQS-05

Health and Safety at Work etc. Act 1974 (related HSE Stress risk assessment and Acas Mental health and the law; mandatory health, safety and equality boundaries)

CSU-EQS-06

Management of Health and Safety at Work Regulations 1999 (reg 3; related HSE stress-risk assessment and Management Standards overview; required risk assessment and action)

CSU-EQS-13

HSE, Management Standards for work-related stress (What are the Management Standards; Do I have to follow the approach; work-design support and duty/method distinction)

CSU-SCO-05

Fair Work Convention, Fair Work Framework (Respect dimension; Respect and Fair Work; Benefits for Individuals; supportive-work context)

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group (2018 report, printed pp 5 and 26; social support, health, safety and psychosocial-wellbeing measures)

<https://www.acas.org.uk/supporting-mental-health-workplace/mental-health-support-and-training>
Acas: support and training (counselling/EAP provision and practical mental-health support planning)

<https://www.acas.org.uk/supporting-mental-health-workplace/creating-a-supportive-environment>
Acas: creating a supportive environment (trained champions/listeners, resources, supportive contacts and available assistance)

<https://www.acas.org.uk/supporting-mental-health-workplace/managing-your-employees-mental-health-at-work>
Acas: talking about mental health and confidentiality (Understanding available resources; Being clear about confidentiality; permission and explained sharing limits)

Q62 / Q-S-040

AOC-07 / Safety, dignity, equality and accessibility

Protection and support for violence, threats or abuse

Companion explanation

This question covers the practical offer before, during and after work-related violence, threats or abuse. Verbal, telephone and online abuse can matter as well as physical assault. The subject includes work-connected incidents involving customers, clients, the public or colleagues, and support for people directly affected or affected as witnesses.

Personal aftercare means practical help for the person after an incident. Examples include helping them contact a victim-support service, assisting with a police report or coordinating agreed recovery assistance. Simply supplying a helpline number is signposting; it does not establish the practical personal help in positions 3 or 4.

Choosing an answer

Choose the highest complete offer the individual can use. Position 2 requires prevention, accessible reporting, urgent help and all necessary safety follow-up. Position 3 adds actual practical personal aftercare. Position 4 additionally assures a continuing contact who arranges help, checks further needs and carries agreed assistance through completion or an effective handover. A nominal contact alone is insufficient.

Position 1 qualification: No dedicated violence, aggression or abuse provision is provided - this may be below applicable health-and-safety risk-control, emergency, incident-recording or reporting duties for some engagements.

Position	What distinguishes it
1	General workplace arrangements apply, without a specific offer of prevention, response or aftercare for violence, threats or abuse.
2	The individual has prevention measures, a way to report incidents and urgent help for violence, threats or abuse, including necessary safety follow-up. No additional personal aftercare is offered.
3	The individual has prevention measures, a way to report incidents and urgent help for violence, threats or abuse, including necessary safety follow-up. Additional personal aftercare is available, such as help contacting victim-support services or making a police report, but continuing help is not assured.
4	The individual has prevention measures, a way to report incidents and urgent help for violence, threats or abuse, including necessary safety follow-up. Additional personal aftercare is assured through a continuing contact who helps arrange support, checks further needs and follows through on agreed help, such as contacting victim-support services or assisting with a police report.

Q62 continues on the next page.

Protection and support for violence, threats or abuse

Examples

These illustrate the described offers, not legal conclusions about a job title. Where a positive answer is shown, assume the required protection and follow-up are complete and the personal aftercare described is additional.

Position 1 | Temporary: An eight-week remote document-formatting assignment has no material violence risk requiring specific measures and no separate support commitment. General obligations are met, but no specific violence, threats or abuse prevention, response or aftercare offer exists. Position 1, with its warning.

Position 2 | Permanent: An ongoing reception role has risk-appropriate prevention measures, an incident-reporting contact, urgent help and required follow-up after threats or abuse. No additional practical personal aftercare is offered. Position 2.

Position 3 | Permanent: An ongoing public-facing role provides prevention, incident reporting, urgent help and required follow-up. Additional help with a police report or contacting victim support is available after an incident, but continuing personal assistance is not assured. Position 3.

Position 4 | Temporary: A short assignment provides prevention, incident reporting, urgent help and required follow-up. An identified agency contact assures additional personal aftercare, checks further needs and carries agreed help through completion or an arranged handover, including when an incident occurs near the assignment's end. Position 4.

Boundaries and qualifications

- The basic package must suit the actual work risks and include all required safety, health/welfare, recording, reporting and review action, including necessary individual

support. Substantial or continuing required follow-up is still basic protection, not additional aftercare. General safety and equality retain Q08 and Q10. Required protection cannot be withheld or relabelled to create an enhancement.

- Practical measures embedded in ordinary arrangements can count without a separately named scheme, specialist department, particular alarm or maximal intervention. Proportionate voluntary prevention and response can also meet position 2. A compliance statement, zero-tolerance slogan, general emergency-service availability or inaccessible policy alone cannot. More risk, spending, equipment or training certificates do not establish a stronger offer.
- Position 3 requires additional practical help provided or arranged through the engagement, such as arranging victim support, assisting with a personal police report or coordinating agreed recovery help. Real one-off or case-specific assistance can qualify; a public contact list or hypothetical managerial goodwill cannot. Required action and a benefit already counted elsewhere are not additional aftercare.
- Position 4 requires an identified contact or team with continuing responsibility to arrange help, check needs and complete agreed actions or secure an effective handover. Routine access and follow-through cannot require a fresh discretionary decision each time. One completed action can suffice if nothing further is needed. Merely telling the person to contact another organisation is not an arranged handover; a new employment relationship, indefinite aftercare or portability is not promised.
- Prevention and urgent assistance must operate during the actual work and exposure, including lone or overnight shifts where

Q62 continues on the next page.

Protection and support for violence, threats or abuse

Boundaries and qualifications - continued

relevant. An office-hours callback is not immediate help during an exposed night shift. Aftercare must arrive in useful time. Record response arrangements, eligibility, duration, costs, restrictions and who completes help after an incident near the assignment's end. No universal minute, day or session target applies.

- Planned mode assesses the offer from commencement over the declared period; Ongoing mode assesses current access and intended continuation. Establish who can act at the workplace, receive reports and deliver aftercare across employer, hirer, agency, umbrella or provider. A staff-only service cannot be borrowed for an assignee, and public services alone do not establish engagement assistance. No previous incident or use is needed for a genuine offer to count.
- Help must be competent and respect privacy and the individual's choices, including an affected witness's needs. The person must not be expected to confront an aggressor, investigate alone or finish a grievance before receiving protection. Personal police-report assistance and counselling are optional forms of help, not conditions of support. This does not waive organisational reporting or protective duties; respectful handling and confidentiality alone do not add points.
- Keep internal incident reporting, statutory organisational reporting and help with a personal police report distinct. Threats or verbal/online abuse can be internally reported without physical injury. RIDDOR applies to specified work-related events with the relevant injury/reporting conditions, not every abusive incident. Fair Work Agency reporting is external serious-abuse/exploitation context, not a compulsory first step or substitute for

urgent local help; its guidance directs immediate risk of injury to 999.

- The position 1 example assumes suitable assessment of benign work, actual contacts and known threats, including online exposure, with no material risk requiring specific measures and no further binding support obligation. Its underlying case has no public-facing work, cash handling or home visits and uses a small known team. This is not an exemption for remote or temporary work; changed risks require reassessment. The warning does not authorise omitted protection or automatically stop completion.
- Count each feature once. General counselling belongs to Q61, occupational-health advice to Q60, clinical funding to Q53 and implemented work changes to Q58/Q59 or mandatory duties. Distinct incident-specific personal coordination can count here. General complaints, representation and dispute resolution retain Q74, Q75 and Q77. A shared provider does not make the same session a second benefit.
- If the basic offer is partial and no answer describes it truthfully, clarify the facts or offer; do not describe partial protection as either absent or complete. Missing information, no incidents and no separately branded policy do not establish position 1 or N/A. Separate materially different offers or use the weakest wholly true common position.

Source references

CSU-EQS-05

Health and Safety at Work etc. Act 1974 (s 2; related HSE What the law says and Control measures; proportionate protection and work-specific training)

CSU-EQS-06

Management of Health and Safety at Work Regulations 1999 (reg 3; related HSE What the law says and

Q62 continues on the next page.

Q62 / Q-S-040 - continued

AOC-07 / Safety, dignity, equality and accessibility

Protection and support for violence, threats or abuse

Source references - continued

Assessing the risks; competence, emergency arrangements and cooperation)

CSU-EQS-14

HSE, Violence and aggression at work (Overview; Controls to prevent violence; Reporting and learning

from incidents; internal reporting, RIDDOR conditions, support and review)

CSU-CHAIN-17

Fair Work Agency, How to report serious abuse or exploitation at work (immediate risk of injury; serious-abuse/exploitation reporting and separate routes for other workplace problems)

Q63 / Q-S-042

AOC-08 / Development and progression

Practical help with getting started

Companion explanation

This question assesses practical orientation that helps the individual get started and understand the working environment around the immediate tasks. The spectrum distinguishes no extra orientation, usable guidance focused on the immediate work or an incomplete broader offer, and coordinated orientation to the relevant wider operation with usable reference guidance and practical support. The stronger benefit is being able to navigate relevant procedures, working relationships and help routes while beginning the engagement, with less avoidable uncertainty or chasing.

Position 2 includes useful guidance for immediate tasks, work systems and local procedures, even where that introduction is complete and help is available. Position 3 adds a coordinated introduction to how the relevant wider operation fits together, supported by usable reference guidance and practical help. The individual can understand connected workflows, navigate relevant working relationships and find operational assistance while getting started.

Choosing an answer

Choose the highest position wholly true for the additional practical orientation. A complete, effective introduction to the immediate tasks can meet position 2. Position 3 needs the full combination: immediate-work and relevant wider orientation, usable reference guidance, working essential arrangements and reachable practical help, each available when needed. A useful offer with material limitations remains position 2.

Position	What distinguishes it
1	Practical help with getting started is limited to legally required information, instruction and training.
2	Extra practical guidance beyond legally required information, instruction and training helps the individual get started. It is limited to the immediate work, or broader orientation and support are incomplete.
3	Before or at the start, practical orientation beyond legally required information, instruction and training covers the immediate work and the wider working environment. Usable reference materials explain relevant procedures, working relationships and where to get help. Essential work systems are usable and practical support is available when needed.

Examples

All examples assume that required information, instruction, training and other mandatory duties are fully met. The examples describe the additional practical offer.

Position 1 | Permanent: An experienced person starts an ongoing office role. Required information and safety instruction are provided, but there is no extra walkthrough, practical starter guide or commencement-help arrangement. Position 1.

Position 2 | Temporary: At the start of a one-day assignment, a brief walkthrough explains the immediate work system and local handover. Access is ready and practical help is

Q63 continues on the next page.

Practical help with getting started

Examples - continued

available during the shift, but there is no broader orientation to the operation or reference guidance for it. Position 2.

Position 3 | Temporary: For a two-week assignment, the agency and hirer arrange an introduction to the immediate work and the relevant wider operation. A concise starter guide combines procedure instructions, a map of connected teams and handovers, and operational help contacts. A short practical introduction explains how to use it. The guide is available to the assignee from the start, system access works and help is reachable during the actual shifts. Separate booklets or e-learning modules are unnecessary where these functions are provided together. Position 3.

Boundaries and qualifications

- Exclude all mandatory information, instruction, training, safety supervision, suitability checks and equality or accessibility measures. These obligations must still be met. Position 1 means no additional practical orientation, with no unmet binding promise of further support; experience, a low-risk role or an engagement category does not remove a duty.
- Guidance must fit the actual site, team, tools, workflow and starting arrangements. The wider introduction explains connected procedures, working relationships and operational-help routes. Corporate history, a generic welcome, an organisation-wide directory or a large pack alone is insufficient. A small operation can meet the same functions proportionately.
- Procedure booklets, introductory e-learning, organisational maps and contact guides are possible formats, not a required set. An integrated, digital, audio or other usable reference aid can qualify. No topic count, induction length, dedicated buddy or

particular technology is required. A verbal introduction confined to immediate tasks remains position 2.

- Essential systems include equivalent manual processes. Supported personal setup, such as choosing a password, is compatible with position 3. Foreseeable starting difficulties need useful help during the actual shifts or remote-working hours; a contact name without reachable assistance is insufficient. Normal questions are expected, and no incident-free guarantee is implied.
- Each part must arrive before it is needed. A walkthrough in the first working session can qualify, with later steps sequenced before their use. Planned mode assesses the intended start; Ongoing mode assesses the actual commencement of this engagement. Later improvements cannot retrospectively improve that start. Relevant current guidance can be reused if accessible and updated for material differences; familiarity alone is not provision.
- Identify who supplies guidance, enables access, coordinates handoffs and resolves practical problems across the engager, agency, umbrella or hirer. Assess the combined support this individual can use, including restrictions, timing and costs. Agency registration or another staff group's portal does not establish access to local working arrangements.
- Keep each function separate: responsible-party and work-definition clarity in Q17/Q18; required-time pay, expenses and fees in Q25-Q27; learning, outcomes and study resources in Q64-Q66; and terms or pay explanations in Q71-Q73. A starter pack can contain distinct benefits, but the same feature cannot count twice. Practical reference guidance is useful provision; records proving delivery do not increase the score.

Q63 continues on the next page.

Q63 / Q-S-042 - continued

AOC-08 / Development and progression

Practical help with getting started

Boundaries and qualifications - continued

- Split materially different offers or use the weakest wholly true common position. Clarify unknown facts, unresolved access and missing mandatory protection. Position 1 records established absence of extra orientation, not missing information or N/A.

Source references

CSU-CORE-01

Employment Rights Act 1996 (s 1; related GOV.UK principal statement, other information on day one and wider written statement)

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (regs 18-21; original statutory PDF,

printed pp 11-12; hirer information, worker confirmation, protective steps and supplied information)

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards (Schedule paras 17-20, original statutory PDF, printed pp 9-11; FWA licensing standards 6.1-6.3 and 7.3)

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group (2018 report, executive summary, printed pp 4-5; distinct aspects of job quality and practical support context)

<https://www.hse.gov.uk/simple-health-safety/training/index.htm>

HSE: Provide information, training and supervision (Overview; clear instructions/information, adequate safety training/supervision, new recruits and changed duties)

Q64 / Q-S-044

AOC-08 / Development and progression

Developing skills for the current role

Companion explanation

This question assesses learning that helps the individual become more capable in the work they currently do. Examples include better spreadsheet analysis, a more effective production technique or coaching on complex customer enquiries. Learning can be practical, informal or course-based; a certificate is unnecessary.

A required programme means the actual job-specific learning required by an applicable apprenticeship or other legally structured training arrangement. It can already include a training plan, coaching, practice and progress reviews. Delivering that programme fully establishes position 2; it does not become additional development merely because it is well organised. Identify the extra current-role learning before considering positions 3 or 4. Where no required programme applies, useful role development can meet position 3 or 4 directly.

Choosing an answer

Choose the highest position wholly true for the assessed person and period. Position 2 covers only a fully supplied applicable required programme. Position 3 adds useful current-role learning. Position 4 requires the additional learning itself to match individual skill needs, with practice, feedback, useful progress review and adjustment as needs change. A required plan or review does not, by itself, establish extra learning.

Position 1 qualification: No role-relevant development is provided - this may be below applicable apprenticeship or other legally required role-development minimums for some engagements.

Position	What distinguishes it
1	The engagement's offer does not include learning or coaching to develop skills for the current role.
2	The individual receives the job-specific learning required by their apprenticeship or other legally required training programme. Current-role development is limited to that required programme.
3	The individual receives learning or coaching that develops skills for the current role beyond any required apprenticeship or training programme, such as improving a work technique or handling more complex tasks. Any required programme is provided.
4	The individual receives development matched to their current-role skill needs beyond any required apprenticeship or training programme, with opportunities to practise, receive feedback and review progress. The development is adjusted as needs change during the engagement. Any required programme is provided.

Examples

Examples assume all independently applicable legal and binding contractual obligations are met. No example relies on a Permanent or Temporary label to remove a duty.

Position 1 | Permanent: An experienced adult in an ongoing administrative role has no apprenticeship or other required development

Q64 continues on the next page.

Developing skills for the current role

Examples - continued

programme. Safety training and required checks are complete; no current-role learning or coaching is offered. Position 1.

Position 2 | Permanent: An eighteen-month apprenticeship with guaranteed hours provides the full required job-specific programme, including the learning plan, coaching and reviews required by that arrangement. No additional current-role development is offered. Position 2.

Position 3 | Permanent: A six-month guaranteed-hours administrative role offers a useful workshop on spreadsheet analysis beyond any required programme. The workshop helps with current duties, but there is no arranged feedback or review of applying the learning. Position 3.

Position 4 | Temporary: During a four-week assignment, additional coaching addresses the individual's need to handle complex enquiries. The person practises, receives feedback and reviews progress with a supervisor, who adjusts the coaching while the assignment continues. Any required programme is supplied. Position 4.

Boundaries and qualifications

- Learning must build identifiable knowledge or skills useful in the current role. Formal study, coaching, demonstrations and supported practice can qualify. Ordinary task allocation, performance targets, incidental work experience, an existing skill, a course directory or general career encouragement alone cannot.
- Use the established requirements of the actual apprenticeship or legally structured programme, including the relevant nation, framework and start date. An apprenticeship label or compliance statement is insufficient. Required learning, practice and reviews remain the minimum, even when well organised. Position 2 is not a fallback for

weak optional learning; a person with no required programme can reach position 3 or 4 directly.

- A course made compulsory by the engager is not automatically a legal minimum. Mandatory safety training and pre-work qualification or suitability checks remain prerequisites. A qualified right to request training does not itself supply learning. Procurement and Fair Work sources apply within their own scope; they do not create a universal individual programme or prescribe these WEQF positions.
- Position 4 can use informal coaching and one useful development objective. It needs actual opportunities to practise, feedback, review and adjustment of the additional learning; a paper plan or appraisal alone is insufficient. No course count, annual cycle or fixed review interval applies. Practice and review must be useful within the actual work and duration.
- Confirm that this individual can use the learning in time to benefit the role. A course after the engagement ends, an exhausted allowance or an offer restricted to other staff cannot establish current access. A genuine unused offer can count; take-up, examination success and improved performance are not guaranteed or required to establish the provision.
- Planned mode assesses the defined development offer during the proposed engagement. Ongoing mode assesses current access and intended continuation over the stated period. Identify who arranges learning, practice and feedback across the engager, agency, hirer and provider, together with eligibility, restrictions and charges. Do not assume continuation after expiry or access to a hirer's employee-only course.
- Assess distinct functions once: starter orientation in Q63, portable outcomes in Q65, development time or funding in Q66, and

Q64 continues on the next page.

Developing skills for the current role

Boundaries and qualifications - continued

opportunity access in Q67. Required-time pay, necessary expenses and compulsory fees remain Q25-Q27. A certificate, budget, provider accreditation or attendance record does not establish current-role learning on its own.

- The position 1 example assumes no apprenticeship, other required development programme or additional binding obligation, with all prerequisites met. The warning is non-scoring and does not automatically stop completion; it does not permit omitted required learning. A partially supplied required programme is not a complete minimum and cannot be relabelled as optional provision.
- Clarify uncertain requirements, access or incomplete provision; do not ask the respondent to invent a programme minimum. Unknown facts are not position 1 or N/A. Split materially different offers or use the weakest wholly true common position, without borrowing another group's provision.

Source references

CSU-CORE-11

Employee Study and Training (Procedural Requirements) Regulations 2010, Employee Study and Training (Qualifying Period of Employment) Regulations 2010 and 2026 amending Regulations (2010 procedural reg 6(2)-(4); related GOV.UK sections 1 and 3; 2026 amendment regs 1-3 and explanatory note, concerning accompaniment-complaint time limits)

CSU-PROC-08

Cabinet Office, PPN 002: Taking account of social value, including the current Social Value Model and Guide (Social Value Model criterion 1d; new skills relevant to the contract, mentoring and learning)

CSU-WAL-03

Welsh Government, statutory guidance on socially responsible procurement and setting and meeting SRP objectives (SRP guidance, 24 March 2026, printed p 10; skills, training and progression opportunities)

CSU-WAL-07

Welsh Government, WPPN 015: Ethical employment practices and Ethical employment in supply chains collection (WPPN 015 sections 4.7-4.8 and training/communications; ethical-employment and supply-chain awareness context)

CSU-SCO-02

Scottish Government, Procurement Reform Act statutory guidance, including Fair Work First (chapter 5, especially 5.6; workforce training and development in procurement)

CSU-SCO-03

Scottish Government, SPPN 1/2024: Fair Work First implementation and current Fair work practices procurement guidance (SPPN 1/2024 purpose/key points; Annex B, Investment in workforce development; individual needs, learning and review)

CSU-SCO-05

Fair Work Convention, Fair Work Framework (Fulfilment dimension; investment in training/development and learning across people and teams)

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group (printed p 5; appendix, printed p 58, proposed training-usefulness and progression questions)

<https://www.gov.uk/employing-an-apprentice>
Employing an apprentice (responsibilities and England-only scope)

https://assets.publishing.service.gov.uk/media/6a68ca6e229c578debc1a78c/Funding_Rules_2627_Version_3_Final.pdf
2026-27 funding rules, training plan and progress reviews (version 3, paras 1-10, 99-101 and 102 onwards; stated funding and start-date scope)

<https://www.gov.wales/recruit-apprentice-guidance-employers>
Welsh Government: recruit an apprentice - guidance for employers (employer-guide introduction; provider-managed learning and assessment)

<https://www.gov.wales/specification-apprenticeship-standards>
Welsh Government: specification of apprenticeship standards (official standards publication entry page)

Q64 continues on the next page.

Q64 / Q-S-044 - continued

AOC-08 / Development and progression

Developing skills for the current role

Source references - continued

<https://www.gov.wales/apprenticeships-learning-agreement-form>

Welsh Government: apprenticeships learning agreement form (official learning-agreement publication entry page)

<https://www.apprenticeships.scot/for-employers/modern-apprenticeships/>

Skills Development Scotland: Modern Apprenticeships employer guidance (identify job role; find learning provider; agree training programme; funding and costs)

Q65 / Q-S-045

AOC-08 / Development and progression

Qualifications and learning outcomes usable elsewhere

Companion explanation

This question assesses what the individual can take forward from the engagement: a named qualification, accreditation, achieved occupational standard or equivalent recognised learning outcome with value elsewhere. It differs from simply becoming better at the present job. A person can receive excellent coaching without gaining a portable outcome, or gain a recognised award through a focused programme.

Position 3 includes outcomes with real but more limited recognition, such as an engager's assessed skills record accepted by named hirers. Position 4 requires independent recognition beyond the engager or its labour supply chain, together with proof the individual can keep, show and have verified after leaving. An industry credential can qualify without being a regulated academic qualification; an impressive title or external course provider alone cannot.

Choosing an answer

Choose the highest position wholly true for an identified outcome and its use elsewhere. Position 2 covers only an applicable required outcome. Position 3 requires an additional externally recognised outcome; position 4 adds independent recognition beyond the engager and labour supply chain, with verifiable proof retained after leaving. Any required outcome must also be supported. One useful outcome can be sufficient; certificate counts and academic levels do not determine the answer.

Position 1 qualification: No recognised or portable outcome is provided - this may be below an applicable apprenticeship or regulated-training requirement for some engagements.

Position	What distinguishes it
1	The engagement's offer does not include a qualification, accreditation or learning outcome recognised beyond the present engager or assignment.
2	The engagement supports only the recognised outcome required by an applicable apprenticeship or regulated-training arrangement, such as its specified qualification or completion certificate, which the individual can use elsewhere.
3	The engagement supports an additional qualification, accreditation or learning outcome that other employers or training providers recognise, beyond any outcome required by an apprenticeship or regulated-training arrangement. Any required outcome is supported.
4	The engagement supports an additional qualification, accreditation or learning outcome with independent recognition beyond the present engager or labour supply chain. The individual can keep and use verifiable proof after leaving. The additional outcome goes beyond any required apprenticeship or regulated-training outcome, which is also supported.

Q65 continues on the next page.

Qualifications and learning outcomes usable elsewhere

Examples

Examples are illustrative arrangements, not claims about a particular qualification's current rules. Every real assessment must record the actual outcome's name, recognition and access conditions. All applicable legal and binding contractual obligations are assumed met.

Position 1 | Permanent: An ongoing administrative role offers useful spreadsheet coaching but no named qualification, recognised credit or skills record accepted elsewhere. No apprenticeship or regulated-training outcome is required. Position 1.

Position 2 | Permanent: An eighteen-month guaranteed-hours apprenticeship supports the completion certificate and any qualification identified as required by its actual programme. Assessment and certification are arranged as required; no additional recognised outcome is offered. Position 2.

Position 3 | Temporary: A six-week assignment supports every required programme outcome and an additional named skills passport accepted by several hirers using that agency. The agency confirms the recorded achievement; recognition is confined to that group. Position 3.

Position 4 | Temporary: An eight-week assignment supports every required programme outcome and an additional named, independently recognised qualification unit. Assessment is accessible, and the individual keeps a transcript that another employer or training provider can verify after the assignment. Position 4.

Boundaries and qualifications

- Record the exact outcome, the organisation or scheme behind it, who recognises it elsewhere and how achievement is proved.

Attendance logs, internal badges, ordinary job references or broad claims of transferable skills are insufficient without a credible recognised learning outcome. A qualification already held before the engagement is not supplied by it.

- There must be a real route to the outcome: necessary learning or assessment access and arrangements to record achievement. A catalogue or permission to ask is insufficient. The individual must still meet assessment requirements; a genuine unused opportunity can count, and failure to pass does not itself mean no support was supplied. An award is not guaranteed.
- Identify the outcome actually required by the applicable nation, framework and programme. It may be an apprenticeship completion certificate rather than a separate vocational qualification. Required independent assessment, certification and recognition remain part of the minimum. With no required outcome, a qualifying additional offer can reach position 3 or 4 directly; missing required certification cannot be recast as an optional restriction.
- For position 4, the individual can keep and show a certificate, transcript, recognised credit record or equivalent proof, with verification independent of the former engager after leaving. Reliance solely on a former work email, inaccessible portal or engager's consent is insufficient. Do not combine one outcome's recognition with another outcome's proof. Ordinary expiry, renewal and registration conditions remain; universal employer acceptance or lifelong accreditation is not promised.
- A credible occupational or industry credential can qualify without regulated academic status. A provider's own claim of accreditation or an impressive title alone is insufficient. A

Q65 continues on the next page.

Qualifications and learning outcomes usable elsewhere

Boundaries and qualifications - continued

recognised unit or credit can qualify if its independent learning value and external use are established; no minimum course length, price or number of awards applies.

- A short engagement can support a useful unit without funding a whole qualification. Where completion extends beyond the engagement, establish actual continuation and assessment access. Later administrative issue of proof after completed assessment does not negate the outcome. A retained outcome gained through this engagement can remain relevant without a continuing course; do not assume future support or renewal.
- Planned mode uses the defined supported route; Ongoing mode uses the actual support and relevant achieved outcomes for the stated period. Identify the combined offer from the engager, agency, hirer and provider, including eligibility, assessment timing, costs, restrictions, verification and access after exit. Another staff group's award or a credential limited to one site is not automatically available or portable.
- Current-role learning belongs to Q64; time and funding to Q66; and progression access to Q67. Mandatory pre-work licensing and suitability remain prerequisites. Required-time pay, expenses and fees remain Q25-Q27, and repayment or clawback conditions remain Q28. A qualification score does not validate a charge or recovery clause. Count distinct functions once, not the same benefit twice.
- The position 1 example assumes no required recognised outcome or additional binding promise, with all other obligations met. The warning is non-scoring and does not automatically stop completion, but supplies no permission to omit a required outcome. Clarify unknown recognition, access or

programme requirements rather than choosing zero or N/A; split different offers or use the weakest wholly true common position. Procurement and job-quality sources provide context, not universal qualification entitlements or the WEQF scale.

Source references

CSU-CORE-11

Employee Study and Training (Procedural Requirements) Regulations 2010, Employee Study and Training (Qualifying Period of Employment) Regulations 2010 and 2026 amending Regulations (2010 procedural regs 6(2)(a)(iv) and 6(3); related GOV.UK request/employer-decision sections; 2026 amendment regs 1-3 and explanatory note)

CSU-PROC-08

Cabinet Office, PPN 002: Taking account of social value, including the current Social Value Model and Guide (Social Value Model criteria 1d and 2a; recognised qualifications, learning and career-support examples)

CSU-WAL-03

Welsh Government, statutory guidance on socially responsible procurement and setting and meeting SRP objectives (SRP guidance, para 29, printed p 10; skills, training and progression)

CSU-SCO-02

Scottish Government, Procurement Reform Act statutory guidance, including Fair Work First (chapter 5, especially 5.6; workforce development including relevant agency and subcontracted staff)

CSU-SCO-03

Scottish Government, SPPN 1/2024: Fair Work First implementation and current Fair work practices procurement guidance (Annex B, Investment in workforce development; current/future work and maintaining professional qualifications)

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group (printed p 5; appendix, printed p 58, proposed training-usefulness and progression questions)

Q65 continues on the next page.

Q65 / Q-S-045 - continued

AOC-08 / Development and progression

Qualifications and learning outcomes usable elsewhere

Source references - continued

<https://www.apprenticeships.gov.uk/employers/training-your-apprentice>

Apprenticeships.gov.uk: training your apprentice (apprenticeship agreement and training plan; English guidance)

https://assets.publishing.service.gov.uk/media/6a68cabe229c578debc1a78c/Funding_Rules_2627_Version_3_Final.pdf

2026-27 funding rules, paragraphs 155-157 and 416-418 (version 3, paras 155-157 and Annex B 416-418; apprenticeship certification and qualification certificates where applicable)

<https://www.gov.wales/apprenticeship-levels-and-frameworks>

Welsh apprenticeship levels and frameworks (Approved Welsh Apprenticeship Framework and programme/level descriptions; entry page)

<https://www.apprenticeships.scot/become-an-apprentice/modern-apprenticeships/>

Skills Development Scotland: Modern Apprenticeships (industry-recognised qualification, framework/level variation and core-skills recognition)

<https://www.gov.uk/find-a-regulated-qualification>

GOV.UK: Find a regulated qualification (recognised-qualification lookup and separate Wales/Scotland register links)

Q66 / Q-S-046

AOC-08 / Development and progression

Time and funding for further learning

Companion explanation

This question assesses the resources the engagement makes available for learning: time released from work, payment for study time, course funding or a learning allowance. Continuing professional development (CPD) means maintaining or developing knowledge and skills; it can include professional updates, a workshop, an online course or self-directed study. A qualification is not required.

Routine booking, checking that a course fits the agreed subjects, or submitting a receipt can remain necessary at position 4. The distinction is whether the time or funding has already been granted. A manager's unrestricted power to refuse every eligible activity, or a shared budget that may run out before this individual can use it, does not establish a personal allocation.

Choosing an answer

Choose the highest position wholly true for the actual resources available. Position 2 supplies an applicable protected or paid study-time entitlement in full. Position 3 adds usable time or funding for agreed learning; lawful extra unpaid release can qualify. Position 4 needs extra paid hours or funding already allocated to this person for learning they choose within stated limits, without a new grant for each activity. Either paid time or money can suffice.

Position 1 qualification: No time, funding or allowance for continuing professional development or self-directed learning is provided - this may be below applicable protected or paid training-time duties for some engagements.

Position	What distinguishes it
1	The engagement's offer does not include time, funding or an allowance for further learning or self-directed study.

Position	What distinguishes it
2	The individual receives the protected or paid study time required by an applicable apprenticeship or other legally protected learning arrangement. No extra development time, funding or allowance is provided.
3	The individual receives extra time, funding or an allowance for agreed learning activities, beyond any protected or paid study time required by an apprenticeship or other legally protected learning arrangement. Any required study time is provided.
4	The individual has extra paid study hours or development funding set aside for learning they choose within the stated time or spending limit and agreed learning subjects. They do not need a new decision granting the time or money for each activity. Any protected or paid study time required by an apprenticeship or other legally protected learning arrangement is also provided.

Examples

Illustrative arrangements, with all applicable obligations met. The example amounts are not WEQF thresholds; actual hours, funding and conditions must be recorded.

Position 1 | Temporary, position 1: A six-week assignment pays for every required work-training hour and necessary course cost, but provides no separate time or money for further learning. No protected study-time entitlement applies.

Q66 continues on the next page.

Time and funding for further learning

Examples - continued

Position 2 | Permanent, position 2: A qualifying union learning representative in an ongoing role receives the reasonable paid time required for relevant representative training. No extra development time or learning funding is provided.

Position 3 | Temporary, position 3: Every applicable study-time entitlement is provided. An eight-week assignment additionally releases the individual from agreed duties for one unpaid study afternoon. No paid-time or funding allocation is available.

Position 4 | Temporary, position 4: Every applicable study-time entitlement is provided. An eight-week assignment additionally gives the individual £150 for learning they choose within specified work-related subjects. Eligible purchases within the cap require no new funding decision, and the money is usable during the assignment.

Boundaries and qualifications

- Identify actual support for at least one accessible learning activity. A policy, bare right to request, unapproved application, notional hours or unusable amount is insufficient. An approved course contribution can count. Personal spare time, ordinary annual leave or unpaid gaps between assignments are not engagement-provided study time; a repayable loan alone is not funding.
- Use the established protected or paid study-time entitlement for the actual arrangement, nation and relevant dates. Required release and pay must be fully provided, including in higher positions. A required fixed allocation is not extra support, and unrelated funding cannot offset missing required time. With no applicable minimum, real additional support can meet position 3 or 4 directly.

- Protected learning release is distinct from paying for ordinary mandatory work-training attendance. Mandatory-training pay and necessary course costs remain Q25/Q26; they cannot also be described as extra CPD funding. Safety training and pre-work suitability remain prerequisites. An apprenticeship label, public funding or timetable alone does not establish the separate resource.
- The union-learning example concerns a qualifying representative's own relevant training, not general time spent representing others. Ordinary members' access to learning advice does not create a general right to paid courses. Young-person and apprenticeship entitlements depend on their applicable conditions; do not infer a universal age, percentage or paid-hours rule. A request process alone is not a grant of support.
- For position 4, state the individual's committed paid hours or funding, period, limits and eligible subjects. The person must have real choice within those limits. Routine booking, work-cover arrangements, eligibility checks and receipts can remain; fresh discretionary approval of every activity cannot. A shared budget qualifies only if this person's usable allocation is secured. Extra unpaid time alone does not meet position 4.
- Record paid/unpaid release, hours, amounts, eligible costs, payment timing, remaining availability and expiry. Study time requires actual release from duties. Workload, probation, waiting periods, upfront spending or delayed reimbursement must not make the offer unusable. Direct payment, contribution, reimbursement or an allowance can qualify. Example amounts are not thresholds, and there is no conversion between hours and pounds or ranking by financial value.
- Planned mode records support within the proposed engagement; Ongoing mode records the offer applying in the stated

Q66 continues on the next page.

Time and funding for further learning

Boundaries and qualifications - continued

period. A genuine unused allocation can count. A one-off grant or a consumed allocation can be reported for its actual period without implying a remaining or recurring entitlement. Repeated approvals do not establish future approval. Do not assume annual pro-rating, renewal, transfer to another hirer or continued access after exit.

- Confirm who releases duties, pays for time or commits funds across the engager, agency, hirer and provider. Another staff group's budget cannot be borrowed. Public or third-party funding can contribute through an actual accessible arrangement supplied by the engagement; independent access to a public scheme alone is insufficient. Record any access, repayment or transfer conditions.
- Learning content belongs to Q64, portable outcomes to Q65 and opportunity access to Q67. Compulsory fees and recovery clauses remain Q27/Q28; support does not validate those terms. A policy or record system earns no extra provision points. Procurement and Fair Work materials retain their own scope and do not create a universal study allowance.
- The position 1 example assumes no applicable protected study-time entitlement or binding support obligation, with all other duties met. The warning is non-scoring and creates no automatic stop; it does not permit required time or pay to be withheld. Clarify uncertain entitlements, resources or access, rather than treating them as zero, N/A or a complete minimum. Split materially different offers or use the weakest wholly true common position.

Source references

CSU-CORE-11

Employee Study and Training (Procedural Requirements) Regulations 2010, Employee Study and

Training (Qualifying Period of Employment) Regulations 2010 and 2026 amending Regulations (2010 procedural reg 6; related GOV.UK qualifying request, usually unpaid time, employer decision and training fees; 2026 amendment concerns accompaniment-complaint time limits)

CSU-PROC-08

Cabinet Office, PPN 002: Taking account of social value, including the current Social Value Model and Guide (criterion 1d; development, in-work progression and upskilling person-hours within the policy and contract scope)

CSU-SCO-02

Scottish Government, Procurement Reform Act statutory guidance, including Fair Work First (chapter 5, 5.5-5.6; relevant/proportionate development including agency and subcontracted workers)

CSU-SCO-03

Scottish Government, SPPN 1/2024: Fair Work First implementation and current Fair work practices procurement guidance (Annex B, Investment in workforce development; joint priorities, learning opportunities and operational prioritisation)

CSU-SCO-06

Scottish Government, Fair Work First guidance (November 2024 edition, note to user and Annex A, Investment in workforce development; shared priorities, development and learning representatives)

<https://www.apprenticeships.gov.uk/employers/training-your-apprentice>

Apprenticeships.gov.uk: training your apprentice (English apprenticeship training guidance; applicable arrangement and start-date scope)

https://assets.publishing.service.gov.uk/media/6a68cabe229c578debc1a78c/Funding_Rules_2627_Version_3_Final.pdf

2026-27 funding rules, paragraphs 82-85 and 100.12 (version 3, paras 1-4, 82-85 and 100.12; scope, protected normal-hours learning, exceptional compensation and standard-specific volume)

<https://www.gov.uk/rights-of-trade-union-reps>

GOV.UK: rights of trade union representatives (qualifying learning representatives' own relevant training; distinct from general duties and members' access to advice)

Q66 continues on the next page.

Q66 / Q-S-046 - continued

AOC-08 / Development and progression

Time and funding for further learning

Source references - continued

<https://www.acas.org.uk/acas-code-of-practice-on-time-off-for-trade-union-duties-and-activities/html>
Acas Code, paragraphs 23, 28, 34-36 and 41 (Code of Practice on time off for trade union duties and activities, operative paras 16, 23, 28, 34-36 and 41)

<https://www.acas.org.uk/young-workers-and-work-experience>
Acas: young workers and work experience (different education-participation contexts in England and Scotland/Wales)

Access to progression and future work

Companion explanation

This question assesses whether the person can discover relevant opportunities and get their interest considered. Progression can mean a more responsible role, a promotion, another suitable assignment or a move into direct work with a hirer. These are different forms of one opportunity-access benefit; an engagement does not need to offer every form to qualify.

Entry requirements explain who can pursue an opportunity: for example, a required licence, qualification, experience or a stated service requirement. Selection criteria explain how eligible candidates are assessed: for example, relevant experience, an assessment task or interview performance. A person can meet the entry requirements and still not be selected.

Choosing an answer

Choose the highest complete position. Position 2 provides usable information; an equivalent voluntary offer receives the same answer as required vacancy information. Position 3 adds clear entry requirements, time to put themselves forward and actual consideration of eligible interest. Position 4 also explains selection criteria and consideration timing before submission and uses those criteria. Record partial higher features alongside the highest position met in full.

Position 1 qualification: No usable opportunity-access route is provided - this may be below applicable agency-worker vacancy-information duties for some engagements.

Position	What distinguishes it
1	The engagement's offer does not include a usable way for the individual to find out about progression or future work opportunities.
2	The individual can access information about progression or future work opportunities, including any required vacancy information.
3	The individual can learn about progression or future work opportunities, understand the entry requirements and put themselves forward in time. Eligible applications or expressions of interest receive consideration.
4	The individual can learn about progression or future work opportunities, understand the entry requirements and put themselves forward in time to be considered. Selection criteria and when consideration takes place are explained before they put themselves forward, and eligible applications or expressions of interest are considered against the stated criteria.

Examples

Illustrative arrangements with all applicable obligations met. Category labels provide context and do not determine the score.

Q67 continues on the next page.

Access to progression and future work

Examples - continued

Position 1 | Permanent, position 1: An experienced adult is employed directly on an open-ended contract with guaranteed hours and pay. No applicable vacancy-information or progression-access duty or promise applies, and the business provides no route to learn about progression or future work.

Position 2 | Temporary, position 2: From day one, an agency worker on a six-week assignment can access all relevant hirer vacancy information required for them. The information service does not include assured consideration of an application or expression of interest.

Position 3 | Temporary, position 3: During an eight-week assignment, an agency provides relevant future-assignment information, entry requirements and a usable way to register interest. Eligible interest is considered, but the agency gives limited information about how or when candidates are assessed.

Position 4 | Temporary, position 4: A six-week assignment includes access to relevant future-work information, stated entry requirements and a usable interest register. Before registering, the individual is told the skills and availability criteria and that consideration occurs when the next suitable assignment is identified. The agency uses the register and criteria; future work is not promised.

Boundaries and qualifications

- Identify the actual channel and relevant opportunities. A contact, accessible vacancy page, noticeboard or direct message can work; a public page can be a supplied channel. An inaccessible staff portal, outdated advert, general career promise or independent personal job search alone cannot. State the organisations, roles, locations and other limits covered; access to every opportunity or hirer is not required.
- For positions 3 and 4, eligible applications or expressions of interest must enter substantive consideration. An unused CV database, receipt acknowledgement, general encouragement or forwarding without an established consideration arrangement is insufficient. Consideration followed by rejection, including at shortlisting, can qualify. No interview, preference, appointment, promotion or future work is guaranteed.
- Information and a usable submission method must arrive before the relevant window closes. Position 4 requires selection criteria and a date or meaningful consideration trigger explained before submission and then used. A trigger such as the next suitable assignment can qualify without predicting when it will arise. No universal notice period, annual cycle or vacancy frequency applies.
- Confirm the individual's eligibility, including qualification, experience, service, location and availability conditions. Ordinary entry requirements can remain, but a scheme excluding the person from every relevant opportunity does not supply usable consideration. Identify who publishes information, receives interest and makes decisions across the engager, agency, hirer or connected party.
- A functioning route can count when no vacancy is open and can remain unused. A past promotion or placement does not prove a current route. Planned mode assesses intended access; Ongoing mode assesses current access and stated continuation. For a short assignment, establish usable access before expiry and any promised access afterwards; do not assume continuity or transfer between hirers.
- Where the Agency Workers Regulations apply, relevant hirer vacancy information is a day-one entitlement, subject to the applicable scope and comparator conditions; the 12-week equal-treatment period is not its

Q67 continues on the next page.

Access to progression and future work

Boundaries and qualifications - continued

trigger. Information alone does not assure consideration or appointment. All required vacancy information must remain supplied in higher positions; an unrelated good application process cannot remedy an information gap.

- The agency-worker warning is not an exhaustive list of vacancy-information rights. Fixed-term employees can also be entitled to information about permanent vacancies. A Permanent or Temporary WEQF category does not determine whether either legal regime applies.
- The position 1 example concerns direct open-ended employment, with no applicable information or access duty or binding promise and all other obligations met. Equality, contractual and any applicable redeployment obligations still apply. The warning is non-scoring and creates no automatic stop; it does not authorise omitted information or access. Clarify uncertain rights or provision rather than treating them as zero or N/A.
- Learning, qualifications and study resources remain Q64-Q66; careers advice or mentoring alone does not supply an opportunity route. Minimum work commitments, scheduled-work protection and early-termination provision remain Q19, Q21 and Q23. Complaints, correction and appeals are assessed separately. More vacancies, a larger organisation or successful appointments do not raise this score, and procurement or job-quality sources do not prescribe a universal progression entitlement.

- Split materially different offers or use the weakest wholly true common position. A lower answer does not deny partial higher features, but those features cannot establish an incomplete higher position or be combined across different groups.

Source references

CSU-CHAIN-03

Agency Workers Regulations 2010 and official guidance (reg 13; official guidance updated 25 March 2026, sections 1-2; scope, comparator, day-one hirer vacancy information and selection limits)

CSU-PROC-08

Cabinet Office, PPN 002: Taking account of social value, including the current Social Value Model and Guide (Social Value Model criteria 1d and 6c; progression/career support and transparent inclusive recruitment/promotion)

CSU-WAL-03

Welsh Government, statutory guidance on socially responsible procurement and setting and meeting SRP objectives (24 March 2026 SRP guidance, paras 22-29; objectives guidance, paras 12-22)

CSU-SCO-05

Fair Work Convention, Fair Work Framework (Opportunity and Fair Work; recruitment, selection, promotion and practical access barriers)

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group (2018 report, printed p 25, priority measure 8; opportunities for progression)

<https://www.gov.uk/fixed-term-contracts/employees-rights>

GOV.UK Fixed-term employment contracts: Employees' rights (Employees' rights list; information about permanent vacancies in the organisation)

Q68 / Q-S-048

AOC-09 / Voice, representation and participation

Having a say about work

Companion explanation

This question assesses the individual's opportunity to have a say about work while it is being done. It includes raising an idea, questioning an everyday working method or suggesting how a task handover could work better. The benefit is access to a usable way of influencing work, rather than a guarantee that the individual decides what happens.

A representative route counts when the representative covers the individual, can receive their views and can put them to the relevant decision-maker. A union representative, elected employee representative or staff-forum representative may fulfil that role. Mere membership or the existence of a forum is insufficient. A representative route can satisfy any positive position; a direct conversation is not automatically better.

Choosing an answer

Choose the highest complete offer. Position 2 provides regular safe access to raise views. Position 3 adds opportunities to initiate everyday work discussions and have suggestions substantively considered. Position 4 also assures an explained response within a useful stated timescale, communicated responsibility and timing for agreed action, and progress updates through completion or an explained decision not to proceed. Some replies or updates can be present at position 3 without establishing that full commitment.

Position 1 qualification: No regular individual or representative voice route is provided - this may be below applicable information-and-consultation duties for some engagements.

Position	What distinguishes it
1	The engagement does not provide a regular general route for the individual to raise work-related views or suggestions, directly or through representatives.
2	The individual has regular, safe opportunities to raise work-related views, directly or through representatives, including through an information-and-consultation arrangement that covers them.
3	The individual has regular, safe opportunities to start discussions about day-to-day work and suggest improvements, directly or through representatives. Their views and suggestions are considered by someone able to address the matters raised. Explained responses and follow-up on agreed action are not fully assured.
4	The individual has regular, safe opportunities to start discussions about day-to-day work and suggest improvements, directly or through representatives. Someone able to address the matters raised considers their views and explains what will happen and why within a stated timescale suited to the work. For agreed action, they are told who is responsible and when it is due, and receive progress updates until it is completed or a decision not to proceed is explained.

Q68 continues on the next page.

Having a say about work

Examples

These examples assume applicable obligations are met. Permanent and Temporary labels provide context and do not determine the position.

Position 1 | Permanent, position 1: A directly employed adult in a ten-employee business has ongoing guaranteed hours and pay. No statutory, contractual or other commitment requires a general voice arrangement. Required safety and complaint routes are provided, but the offer includes no regular general way to raise everyday work views.

Position 2 | Permanent, position 2: A person in an ongoing role with guaranteed hours and pay is covered by an operative information-and-consultation arrangement. Their representative can safely raise views on the arrangement's specified business matters and obtain the required responses. No broader everyday work discussion offer is established.

Position 3 | Temporary, position 3: During a six-week assignment, regular team discussions let the individual safely introduce suggestions about tools and task handovers. The team lead considers them and explains decisions. Some updates on agreed improvements are provided, but there is no commitment to tell the individual who is responsible, when action is due or what happens through to completion.

Position 4 | Permanent, position 4: A person in an ongoing role with guaranteed hours and pay can safely introduce everyday work ideas through a representative at regular staff forums. Responsible managers consider the ideas and explain decisions and reasons through the representative within a communicated timescale that is useful for the work. For agreed improvements, the individual is told the responsible role and due date, and receives progress updates until completion or an explained decision not to proceed. Delays or

changed plans are explained and followed up while action remains outstanding.

Boundaries and qualifications

- Regular means an established continuing or recurring opportunity usable during the engagement, including through an available representative contact. No weekly meeting or minimum discussion count is required. A survey after a short assignment ends is not usable for that assignment. One-way announcements are not a route for raising views; collecting views alone does not establish the discussion and consideration required at position 3.
- Safe access lets the individual raise good-faith work views without losing work, pay or fair treatment simply for speaking up. Consider confidentiality and a usable alternative where the usual contact presents a barrier. An open-door slogan is insufficient. No absolute anonymity or immunity from legitimate action for unrelated conduct is promised; known prohibited retaliation is not a lawful lower offer.
- Establish the person's coverage, the relevant organisational and procedural conditions, and the actual operation of any required information-and-consultation arrangement. A request right or workforce threshold alone does not establish an operating route. Position 2 includes the complete applicable arrangement and equivalent voluntary access. Required responses on specified business subjects do not alone establish broader everyday discussion at positions 3 or 4.
- All applicable consultation, response and protection duties remain intact. A voluntarily broader arrangement can qualify on its actual benefit even if its commitments become enforceable. Procurement, Fair Work and job-quality sources retain their own scope; the useful response times, action

Q68 continues on the next page.

Having a say about work

Boundaries and qualifications - continued

responsibility and follow-up criteria are WEQF distinctions, not universal statutory duties.

- At position 4, the individual knows when to expect an understandable explanation of what will happen and why. For agreed action, they know the responsible person or role and when it is due. Updates explain progress, delays and changes until completion or an explained decision not to proceed. Moving a date does not end outstanding follow-up. A receipt acknowledgement, occasional goodwill or internal tracker alone is insufficient.
- A suggestion can be declined with a reasoned response and still meet position 4, provided the offer also assures the full follow-up whenever action is agreed. No accepted suggestion, veto, consensus or success rate is required. Representative, group or thematic replies can qualify if they reach the individual and explain the treatment of the views raised. No individual letter, particular software or formal action log is required.
- Identify who receives views, can address the matter, gives responses and follows up action. Check representative remit, covered work matters, access, location and hours across the engager, agency and hirer. Another workforce's forum does not automatically cover this individual. Forwarding a message without an effective consideration route cannot establish position 3. Mandatory accessibility adjustments remain duties, not an extra tier.
- Planned mode assesses the defined offer; Ongoing mode assesses the current arrangement. Responses must be useful for the matter and engagement, without a universal day limit. Any promised follow-up after an assignment needs a maintained usable contact route; it does not extend work or pay automatically. No current suggestion,

agreed action or previous use is needed to assess a genuine commitment.

- Mandatory safety consultation remains Q08. Consultation on significant changes belongs to Q69, representation support to Q70, and formal complaints, appeals, wrongdoing reports and dispute resolution to their own questions. A broader forum can provide distinct benefits, but mandatory safety-only or complaint-only channels do not establish this general voice provision. Documents, survey counts and records of delivery do not increase its score.
- The ten-employee example assumes no statutory, contractual, collective, procurement or other obligation supplies the general route, with required safety, grievance and other protections met. Workforce size or contract label alone does not establish lawful absence. The warning is non-scoring and creates no automatic stop. Clarify unknown access, safety or duties; do not treat non-use, missing records or uncertainty as position 1 or N/A. Split different offers or use the weakest wholly true common position, recording partial higher features.

Source references

CSU-VCR-02

Information and Consultation of Employees Regulations 2004 (related CAC guidance paras 9-10, 20 and 23; Appendix 2, reg 20, including 20(4)(c); scope, negotiated arrangements and reasoned responses; related GOV.UK overview on other duties and voluntary arrangements)

CSU-VCR-04

Acas, Code of Practice on disciplinary and grievance procedures (paras 1-4, 32 onwards and 47; formal and collective grievance boundaries)

CSU-PROC-08

Cabinet Office, PPN 002: Taking account of social value, including the current Social Value Model and Guide (Social Value Model criteria 1e and 6b; scoped representation, engagement and collection of views)

Q68 continues on the next page.

Q68 / Q-S-048 - continued

AOC-09 / Voice, representation and participation

Having a say about work

Source references - continued

CSU-SCO-02

Scottish Government, Procurement Reform Act statutory guidance, including Fair Work First (section 5, especially 5.6; voice and involvement within the public-contract workforce)

CSU-SCO-03

Scottish Government, SPPN 1/2024: Fair Work First implementation and current Fair work practices procurement guidance (SPPN 1/2024 and procurement guide, Annex B effective-voice examples; dialogue, individual/collective channels and feedback on action)

CSU-SCO-05

Fair Work Convention, Fair Work Framework (Effective Voice; constructive dialogue, individual and collective arrangements and opportunities for views to make a difference)

CSU-CTX-03

Carnegie UK/RSA, Measuring Good Work: final report of the Measuring Job Quality Working Group (2018 report, printed p 27, measures 16-18; membership, information and involvement)

Q69 / Q-S-049

AOC-09 / Voice, representation and participation

Consultation before important changes

Companion explanation

Consultation gives the individual an opportunity to affect a proposed change while the decision is still open. The person should be able to understand what is proposed and explain how it would affect them. At the stronger positions, they can discuss alternatives and receive a response to their views before the decision is finalised.

At position 3, consultation can start with a developed proposal that remains open to revision. At position 4, the individual or their chosen representatives can also contribute while options are being developed, before the engager chooses its preferred proposal. For example, they help develop or compare possible rotas before a proposed rota is selected. Full consultation continues afterwards. The difference is the promised opportunity to help shape options at that stage. Calling a meeting early or adding another meeting does not establish that opportunity. The individual does not need to write a formal proposal, and their preferred option need not be accepted.

Choosing an answer

Choose the highest complete standing offer. Position 2 includes full required consultation or an extra offer with limits. Position 3 requires full consultation on every significant change, including changes outside existing duties: a clear proposal, time for discussion and alternatives, and an explained response before the final decision. Position 4 adds involvement in developing options before a preferred proposal is chosen for every significant change. Earlier involvement for only some changes does not establish position 4.

Position 1 qualification: No advance consultation opportunity is provided – this may be below applicable consultation duties for some engagements.

Position	What distinguishes it
1	The individual or their chosen representatives have no opportunity to discuss significant changes to work, pay or benefits before final decisions are made.
2	The individual or their chosen representatives receive information and can give views before decisions on changes to work, pay or benefits. Consultation required by law or contract is provided in full. Any extra consultation has limits on the changes covered, the discussion offered or the responses provided.
3	For every significant change to work, pay or benefits, the individual or their chosen representatives receive a clear proposal. They have time to discuss their views and suggest alternatives, and receive an explained response before a final decision. This also covers changes where consultation is not otherwise required.

Q69 continues on the next page.

Consultation before important changes

Choosing an answer - continued

Position	What distinguishes it
4	For every significant change to work, pay or benefits, the individual or their chosen representatives help develop options before the engager chooses a proposal. They then receive a clear proposal and time to discuss their views and suggest alternatives. They receive an explained response before a final decision. This also covers changes where consultation is not otherwise required.

Examples

Illustrative arrangements with applicable duties met. Category labels supply context; the actual offer determines the position.

Position 1 | Temporary, position 1: A sole-trader designer undertakes an eight-week commission, quotes a project fee, controls how the work is done and invoices the client. The contract permits a bounded change to the output specification with notice but supplies no consultation process. No employment, transfer, collective or other consultation duty applies on the stated facts.

Position 2 | Permanent, position 2: A person in an ongoing role with guaranteed hours and pay is covered by a required information-and-consultation arrangement. Representatives receive the required information, discuss a reorganisation and alternatives, and obtain the required responses. No broader standing consultation commitment is offered.

Position 3 | Matched rota example, position 3: The engagement promises full consultation on every significant change, including changes

where consultation is not otherwise required. Management presents a clear proposed rota. The individual or their chosen representatives have time to discuss their views and suggest alternatives. Management considers their views and explains its response before the final decision. There is no promise to involve them in developing options before a proposal is chosen.

Position 4 | Matched rota example, position 4: The engagement promises involvement in developing options and full consultation for every significant change, including changes where consultation is not otherwise required. The individual or their chosen representatives help develop and compare possible rotas before management chooses a proposal. They then receive the clear proposal and time to discuss views and alternatives. Management considers their views and explains its response before the final decision.

Boundaries and qualifications

- Significant means a substantial practical effect on this individual's duties, usual workplace, working pattern, pay or benefit eligibility/access. Beneficial changes can also qualify. Routine instructions within the agreed work are not automatically significant. Assess the standing commitment; the best consultation event or a process only for one reorganisation does not establish coverage of every significant change.
- Establish the independently applicable duties under law, contract, collective or information-and-consultation arrangements, and any binding procurement commitment. Those duties may already require dialogue, alternatives and reasoned responses, all of which remain necessary. Positions 3 and 4 need identifiable additional coverage; merely repeating an existing duty is insufficient. An additional promise does not lose its benefit merely because the promise becomes enforceable.

Q69 continues on the next page.

Consultation before important changes

Boundaries and qualifications - continued

- The proposal must explain what could change, why, who is affected, practical consequences and intended timing sufficiently for meaningful participation. Allow accessible information and enough time to prepare views, ask questions and suggest alternatives. Explain reasonable confidentiality limits without making the opportunity meaningless. There is no universal WEQF consultation period; all applicable legal and contractual periods remain necessary.
- The decision must remain open to influence. Notice of a settled change, time to adjust, a receipt acknowledgement or a discussion after an irreversible decision is insufficient. An explained response addresses the views and alternatives while the decision remains open; an alternative can be rejected with reasons. At position 3, a developed proposal can qualify if it is genuinely open to revision.
- Position 4 supplies a real opportunity to suggest, explore or compare options before a preferred proposal is selected, with the input considered and full consultation afterwards. Calling a meeting early or adding meetings is insufficient. Formal co-authorship, a minimum number of options, a veto or acceptance of the preferred suggestion is not required. Existing strategic objectives can remain while available options are influenced.
- A person can participate directly or through representatives they or their constituency choose or authorise. Respect required representative processes and collective bargaining; a direct conversation cannot bypass them. Identify who proposes and decides each type of change and who can consider alternatives and respond. An agency route must reach the hirer's decision-maker before the decision; passing on a settled instruction is insufficient.
- Consultation does not authorise unilateral contractual variation, an otherwise unlawful pay cut, dismissal or retaliation. Any requirement for individual consent, representative agreement or another valid change mechanism remains. Conversely, this question creates no new approval right or veto, and a high score does not certify the ultimate decision's lawfulness.
- Where an external rule fixes an outcome, assess consultation on practical choices that remain open. Record genuine constraints and express exceptions. A blanket urgency or business-needs exception cannot support an every-significant-change promise and does not permit required consultation to be bypassed. Required early consultation on one event alone does not establish the broader position-4 offer.
- Planned mode assesses the intended standing offer; Ongoing mode assesses the current offer. A stable role, no current proposal or no past use is not absence. Consultation must be usable before the decision and implementation, including during short assignments; it cannot be deferred until the decision or assignment is over. No fixed meeting count or assignment-length threshold applies.
- Mandatory TUPE transfer consultation and mandatory safety consultation alone remain prerequisites and earn no duplicate credit here. A transfer can illustrate only identifiable additional consultation within the broader offer. Everyday voice remains Q68, representation support Q70, and explanation of final changes Q73. Notice, severance, complaints and records of decisions remain separate benefits or evidence; none substitutes for advance consultation.
- The position 1 example relies on actual independent-business facts and a valid bounded contractual choice between output formats, with required notice and all other

Q69 continues on the next page.

Q69 / Q-S-049 - continued

AOC-09 / Voice, representation and participation

Consultation before important changes

Boundaries and qualifications - continued

duties met. It assumes no employment, worker, transfer, collective, procurement or other consultation obligation. A contractor label does not establish those facts or permit an unauthorised price or scope change. The warning is non-scoring and creates no automatic stop. Clarify unknown duties or coverage; no current event is not zero or N/A. Split different offers or use the weakest wholly true common position, retaining partial extra features without granting an incomplete higher answer.

Source references

CSU-VCR-02

Information and Consultation of Employees Regulations 2004 (related CAC guidance paras 9-23; Appendix 2, reg 20; substantial changes, preparation, consultation and reasoned responses)

CSU-VCR-05

Statutory Code of Practice on Dismissal and Re-engagement and commencement instrument (Code paras 2, 6-15, 16-30, 33-35 and 39-42; scope, legal effect, information, alternatives, consultation and variation limits)

CSU-WAL-04

Welsh Government, Public services outsourcing and workforce code (sections 1-2 and 5; model clause 4.3

for Other Staff; scope/transition, formative-stage consultation and representation)

<https://www.acas.org.uk/changing-an-employment-contract/employer-responsibilities/consulting-about-employment-contract-changes>

Acas consultation guidance (Consulting about employment contract changes, updated 10 August 2026; two-way consultation, accessibility, alternatives and reconsideration)

<https://www.gov.uk/redundancy-your-rights/consultation>

GOV.UK redundancy consultation (consultation and alternatives, collective representation and applicable minimum timing; individual consultation below the collective threshold)

<https://www.gov.uk/employment-status/selfemployed-contractor>

GOV.UK self-employment and contractor guidance (actual independent-business status, contractual rights and continuing health/safety and possible equality protections)

<https://www.gov.uk/government/publications/implementing-the-plan-to-make-work-pay-and-employment-rights-act/plan-to-make-work-pay-and-employment-rights-act-timeline-update>

Official implementation timeline (Plan to Make Work Pay and Employment Rights Act; later dismissal/re-engagement and collective-consultation reforms, monitoring only)

Q70 / Q-S-050

AOC-09 / Voice, representation and participation

Support to use a representative

Companion explanation

This assesses how the engagement helps someone use a representative who acts for them on work, pay or terms. Protected choice means they can seek, use or decline representation without obstruction or disadvantage.

Required support remains available. Paid time for an eligible union representative's statutory duties can already be part of position 2. Positions 3 and 4 concern a broader support offer to the individual, including a chosen route outside union recognition. Position 4 protects the individual's time to use that route; paying only an official's statutory duty time is insufficient.

Choosing an answer

Choose the highest complete offer. Position 2 protects choice and supplies all applicable time-off and access rights. Position 3 adds dependable contact information and help arranging private discussions across chosen union or independent routes, whether or not a union is recognised. Position 4 also protects the individual's earnings for reasonable time to use that support. A contact list alone is insufficient for position 3; a room without the funded-time commitment is insufficient for position 4.

Position 1 qualification: No collective or independent representation support is provided -this may be below applicable trade-union, representation, time-off or access rights for some engagements.

Position	What distinguishes it
1	The individual arranges any trade union or independent representation themselves; the engagement provides no support.

Position	What distinguishes it
2	The individual's choice of representative is protected, with any required time off or access. Further practical help to use a trade union or independent representative is not guaranteed.
3	The individual's choice of representative is protected, with clear contact information and help arranging private discussions with their chosen union or independent representative, whether or not a union is recognised.
4	The individual's choice of representative is protected, with clear contact information, help arranging private discussions, and reasonable time without loss of pay to use their chosen union or independent representative, whether or not a union is recognised.

Examples

Position 1 | Temporary - 1: An independent translator completes a six-week commission and uses a professional representative at their own expense. The client provides no representation-support arrangement; no relevant support duty or contractual promise applies, and no obstruction or prohibited treatment occurs.

Position 2 | Permanent - 2: An ongoing role with guaranteed hours and pay includes protection for union choice and every required time-off and access right. Wider help contacting a chosen representative and arranging private discussions is not guaranteed.

Q70 continues on the next page.

Support to use a representative

Examples - continued

Position 3 | Temporary - 3: During an eight-week assignment, the agency protects the individual's choice, supplies contact information and works with the hirer to arrange private discussions with a chosen representative, including an unrecognised union. Time and payment follow applicable rights; additional paid time is not guaranteed.

Position 4 | Permanent - 4: An ongoing role with guaranteed hours and pay protects representative choice, provides contact information and private-discussion arrangements for recognised or unrecognised unions and independent representatives, and guarantees reasonable time away from work without loss of earnings to use the support.

Boundaries and qualifications

- Protected choice means an effective undertaking or applicable protection against obstruction or disadvantage for seeking, using or declining representation. Silence or a promise contradicted by the actual arrangement is insufficient. The individual or relevant constituency chooses or authorises the representative; a manager or HR adviser acting for the business is not an independent substitute. Coercion, prohibited inducements, retaliation and blacklisting are not lawful lower support.
- Identify all applicable membership, activity, time-off, pay, facilities and access rights, including contractual and representative arrangements, and supply them in full. A genuine voluntary protected-choice commitment can meet position 2 where no identical statutory entitlement applies. Partial or discretionary extra help can remain at position 2; union recognition or provision for a formal official alone does not establish the broader service.
- Positions 3 and 4 must work for the individual's chosen route without requiring recognised-union membership or a statutory representative office. Clear contact information may be supplied on request or when a route becomes available under the standing service. Practical help must enable private discussion through a suitable telephone/video route, private space or access arrangement that works for the location and schedule. A directory alone is insufficient.
- For position 4, reasonable time must cover the relevant contact, preparation and discussions, with actual work release or feasible cover and the earnings for that time protected. It cannot rely on unpaid breaks, annual leave or unpaid make-up work. A fee-based arrangement must identify how the time is funded without reducing the agreed fee or adding unpaid work. Salary, no scheduled work or paying only an official's statutory duty time is insufficient by itself.
- Reasonable scheduling notice and coordination can remain if they preserve usable access and existing rights. No universal hour allowance, waiting period or meeting count is imposed. Identify who provides contact help, enables private access, releases work and protects earnings across the engager, agency, umbrella and hirer. A promise routinely defeated by another party does not establish the full offer; coordination gives no right to control confidential discussion content.
- Assess the credible standing commitment in Planned mode or the current applicable offer in Ongoing mode, including for remote work, dispersed sites and short assignments. An absent workplace union, an unavailable external route or a decision not to use representation does not automatically mean no support. Record those facts separately. The engagement need not fabricate a

Q70 continues on the next page.

Support to use a representative

Boundaries and qualifications - continued

representative, compel membership, create or recognise a union, bargain with every representative or guarantee outside acceptance.

- The support concerns representation about work, pay and terms. Everyday voice remains Q68 and consultation quality Q69. Support in a particular complaint, disciplinary, consultation or appeal process remains Q75; a hearing companion alone does not establish this standing offer. Mandatory safety and TUPE representation alone earn no duplicate credit. The question does not require unlimited advice costs, membership subscriptions, strike pay or a guaranteed bargaining outcome.
- The translator example assumes a genuine independent business with no applicable support duty or contractual, collective, procurement or other support commitment. The chosen representative is used independently, with no obstruction or prohibited treatment and all other rights preserved. It is not a blanket exemption for self-employment. The warning is non-scoring and creates no automatic stop; known unlawful interference cannot be described as lawful absence.
- Clarify unknown support, choice protection, scope, access, applicable entitlements or funding. Missing documents, non-use and unavailable representatives are not automatic position 1 or N/A answers. Split materially different offers or use the weakest wholly true common position; record partial higher features without borrowing the best-supported official, site or person's offer. Policy volume, union presence and procurement labels do not determine a WEQF position.

Source references

CSU-VCR-01

Trade Union and Labour Relations (Consolidation) Act 1992 and Employment Relations Act 1999 (TULRCA ss 145A-146, 168, 170, 178 and 181; related GOV.UK membership rights and Acas time-off Code paras 8-20, 36-49 and 55-61)

CSU-VCR-02

Information and Consultation of Employees Regulations 2004 (related CAC guidance; scope, negotiated/standard arrangements and representative time-off/protection context)

CSU-VCR-08

Employment Relations Act 1999 (Blacklists) Regulations 2010

CSU-PROC-08

Cabinet Office, PPN 002: Taking account of social value, including the current Social Value Model and Guide

CSU-WAL-03

Welsh Government, statutory guidance on socially responsible procurement and setting and meeting SRP objectives

CSU-WAL-04

Welsh Government, Public services outsourcing and workforce code

CSU-SCO-02

Scottish Government, Procurement Reform Act statutory guidance, including Fair Work First (chapter 5, especially 5.3-5.6; scoped fair-work practices, effective voice and proportionality)

CSU-SCO-03

Scottish Government, SPPN 1/2024: Fair Work First implementation and current Fair work practices procurement guidance

CSU-SCO-05

Fair Work Convention, Fair Work Framework (Effective Voice dimension)

<https://www.gov.uk/employment-status/selfemployed-contractor>

GOV.UK independent-business guidance (genuine self-employment, contractor labels and contractual rights)

Q70 continues on the next page.

Q70 / Q-S-050 - continued

AOC-09 / Voice, representation and participation

Support to use a representative

Source references - continued

<https://www.gov.uk/government/publications/implementing-the-plan-to-make-work-pay-and-employment-rights-act/plan-to-make-work-pay-and-employment-rights-act-timeline-update>

Official implementation timetable (Plan to Make Work Pay and Employment Rights Act; later union information, access, representative and blacklisting reforms, monitoring only)

Q71 / Q-S-053

AOC-10 / Information and comprehensibility

Accessible information and communication support

Companion explanation

This concerns how the individual can read, hear or understand important information about their pay, benefits, protections and terms. The support must apply to the actual engagement. It can address disability, language, reading or other reasonable communication needs.

A useful option might be a larger-print letter, a document that works with a screen reader, a translated explanation, an interpreter or someone talking through the information in a way the individual can understand. Supplying a file or translation that the person cannot use is insufficient. A suitable effective alternative is enough; every possible format or language need not be produced.

Choosing an answer

Choose the highest answer wholly true. Required adjustments alone remain at position 2, even if early, free and consistently delivered. Positions 3 and 4 require a dependable wider offer for reasonable communication needs, whether or not legally required.

Position 1 qualification: No accessible format, language or communication support is provided -this may be below applicable equality or reasonable-adjustment duties for some engagements.

Position	What distinguishes it
1	Pay, benefits and terms information is provided in the standard format and language; additional formats, language help or communication support are not offered.

Position	What distinguishes it
2	Format, language or communication support for pay, benefits and terms information is provided where legally required; wider help is not guaranteed.
3	Suitable formats, language help or communication support for pay, benefits and terms information are provided free on request for reasonable needs, whether or not legally required.
4	Suitable formats, language help or communication support for pay, benefits and terms information are offered in advance and provided free throughout the engagement for reasonable needs, without repeated requests, whether or not legally required.

Examples

Position 1 | Permanent - 1: In an ongoing role with guaranteed hours and pay, the individual can use the standard English information without a communication barrier. No additional format or support offer exists, and no applicable duty or contractual promise requires extra support on the stated facts.

Position 2 | Temporary - 2: For an eight-week assignment, all legally required accessible documents and communication assistance are arranged for the individual in time. The agency and hirer do not guarantee language or format help beyond applicable duties.

Position 3 | Permanent - 3: An ongoing role with guaranteed hours and pay offers free translated

Q71 continues on the next page.

Q71 / Q-S-053 - continued

AOC-10 / Information and comprehensibility

Accessible information and communication support

Examples - continued

information or communication help for reasonable needs, including needs outside legal entitlement. The individual requests suitable help with pay and terms information when needed.

Position 4 | Temporary - 4: Before important information is needed for a six-week assignment, the agency offers free language and format support for reasonable needs, including where no legal duty applies. The chosen support is carried through the assignment's later pay and terms information without repeated requests.

Boundaries and qualifications

- Assess the support available for the actual engagement, including important information supplied by an employer, client, agency, payer or hirer. An agency's offer is incomplete if important information from another responsible party is excluded or unusable. Existing suitable formats and simple coordination count; no separate service or portal is required.
- The position-1 example assumes the standard information works for the individual and no applicable duty or promise requires extra support. An unused offer, no disclosed disability or no request does not establish absence. Position 1 never permits refusal of a required adjustment; an actual legal-duty service must meet every applicable requirement effectively and on time.
- For positions 3 and 4, a practical reasonable need can be explained without proving a legal entitlement or disclosing a diagnosis. A promise merely to consider requests, discretionary help or support available only at the individual's expense does not establish the wider offer. The individual may decline help, and new or changed needs can be raised.
- At position 4, the organisation establishes suitable arrangements with the individual and carries known needs through later important information without repeated requests for the same help. A wider free service requested afresh for each document can satisfy position 3, but not position 4.
- Support must be accurate, effective and available in time for the relevant decision or action, including during short assignments. This creates no universal deadline for all underlying information. Free means no charge for the format, translation or communication service; it does not create a separate paid-time entitlement.
- For planned work, assess the reliable support commitment; for ongoing work, assess the current support and its operation. Use the highest wholly true common offer or separate materially different offers. Clarify unknown scope, needs, usability, timing or charges; unknown information is not zero or N/A, and partial higher features receive no extra points.
- This question concerns understanding engagement information. General work adjustments, benefit generosity, document retention and the quality of organisational evidence remain separate. Equality duties remain under Q10 / Q-C-006; an employment label or category does not establish legal coverage. The warning does not itself change the score or create an automatic stop.

Source references

CSU-EQS-01

Equality Act 2010, Equality Act 2010 (Amendment) Regulations 2023 and EHRC Employment Statutory Code of Practice (Equality Act 2010 s 20(1), (3), (5)-(7), (11), (13); Acas sections on duty triggers,

Q71 continues on the next page.

Q71 / Q-S-053 - continued

AOC-10 / Information and comprehensibility

Accessible information and communication support

Source references - continued

personal-service contractors, information formats and cost)

CSU-DATA-01

Data Protection Act 2018, UK GDPR, Data (Use and Access) Act 2025 and ICO employment information guidance (UK GDPR Article 12(1))

CSU-WAL-04

Welsh Government, Public services outsourcing and workforce code (Workforce Code sections 1-2 and 7; PDF pages 2-3 and 10)

Understanding pay calculations and deductions

Companion explanation

The individual should be able to follow the calculation: what the starting amount is, what increases or reduces it, and how the amount they receive is reached. The explanation must apply to their actual engagement. General payroll notes contribute only where the relevant rules and engagement-specific details are clear.

At position 4, an early explanation and realistic worked example show this engagement's calculation and deductions. Each payment also has enough detail to follow the actual calculation through to the amount received. Assumptions in an estimate are identified, and material differences from the actual payment are explained. This is a reconciliation: showing how the figures fit together.

Choosing an answer

Choose the highest answer wholly true. Positions 3 and 4 require the full explanation before agreement to the pay terms; a later explanation cannot satisfy that timing. A required Key Information Document already contains a representative example. Its title, early delivery or example alone does not establish the strongest answer.

Position 1 qualification: No usable explanation of the engagement-specific Pay calculation or deductions is provided - this may be below applicable itemised-pay, agency-information or deduction-information duties for some engagements.

Position	What distinguishes it
1	A usable explanation of how pay is calculated and any deductions affect the amount received is not part of the arrangement.

Position	What distinguishes it
2	Information about pay calculations and deductions is provided, including any required by law. A full explanation for this engagement is not assured before the individual agrees to its pay terms.
3	Before agreeing to the pay terms, the individual receives a clear explanation of this engagement's pay calculation and how each deduction affects the amount received.
4	Before agreeing to the pay terms, the individual receives a clear explanation and worked example of this engagement's pay calculation and deductions. Each payment comes with an explanation through to the amount received.

Examples

Position 1 | Temporary - 1: For a six-week independent consultancy, the client gives only a net remittance total covering service items and agreed commercial credits. No usable explanation links the items and credits to that total. No itemised-payment duty applies on the recorded facts.

Position 2 | Temporary - 2: An eight-week agency assignment supplies the required Key Information Document, representative example and payslips. A complete explanation of the particular assignment's calculation and deductions is not assured before the individual agrees to its pay terms.

Q72 continues on the next page.

Understanding pay calculations and deductions

Examples - continued

Position 3 | Permanent - 3: Before agreeing pay terms for an ongoing role with guaranteed hours and pay, the individual receives a clear explanation of salary calculations, overtime and every deduction. Later payments receive the required payslips, without an assured fuller calculation walkthrough.

Position 4 | Temporary - 4: Before agreeing pay terms for a six-week umbrella assignment, the individual receives its calculation and a worked example from assignment rate to take-home pay. Each payment then shows the actual employer costs, gross pay and employee deductions through to the amount received.

Boundaries and qualifications

- Include the actual salary, fee, hours, units or rates, additions and variable payments, and every deduction or adjustment affecting the amount received. Explain purposes and calculation bases, including overtime, tips and holiday pay where relevant. Standing information counts only when current, applicable and completed by the engagement's details and differences. WEQF does not collect the individual's pay figures, tax code or bank details here.
- Position 2 requires actual information and every applicable legal requirement, in its required form and by its own deadline. Payslips are ordinarily due at or before payment; relevant agency key information precedes agreement with the employment business. There is no universal pre-work deadline. Equivalent actual information can count where no particular statutory document is required; a legal right or bare promise alone is insufficient.
- For position 4, identify assumptions and variables in a realistic example, then explain

each actual payment by the payment, including material differences from the example or expected method. Earlier legal deadlines still apply. Unknown future figures need not be guaranteed. A fuller calculation available only on exceptional request does not establish the complete offer.

- Across umbrella or other intermediary arrangements, distinguish assignment income, relevant employer costs and margin, the individual's gross pay, employee deductions and net pay. Identify who applies each adjustment and make holiday-pay treatment clear. Employer National Insurance must not be shown as an employee deduction from gross pay. Unrelated commercial margins and exhaustive tax calculations are outside this question.
- A simple fixed fee with no deductions can satisfy the strongest position through a short explanation and example followed by a clear match to each payment. Existing terms, invoices or payslips may supply the explanation; no extra document, software or invented deduction is required. The absence of a payslip or deductions, or a self-employed label, does not establish that an explanation is absent.
- The position-1 example assumes a genuinely independent business outside employee/worker, agency/umbrella, CIS, qualifying-tipping and other applicable itemisation duties. No contractual, collective, procurement or sector requirement supplies the missing duty, and existing documents do not already explain the remittance. The settlement and credits are lawful: no underpayment, unauthorised deduction, misrepresentation or denied information right is assumed. If these conditions differ, reassess the answer.

Q72 continues on the next page.

Understanding pay calculations and deductions

Boundaries and qualifications - continued

- For planned work, assess the reliable commitment to the early explanation and later payment information; no payment need yet exist. For ongoing work, assess the governing arrangement and actual timing. Use the highest wholly true common offer or separate materially different offers. Partial higher features receive no extra points; clarify unknown calculations, coverage, timing or responsibilities instead of selecting zero or N/A.
- Explaining a payment does not establish that it is correct or that a deduction or charge is permitted. Pay generosity, payment timing, fee and deduction protection, communication support and organisational evidence remain separate. The early-explanation criterion does not imply agreement is needed for statutory tax-rate or tax-code changes. The warning does not itself change the score or create an automatic stop.

Source references

CSU-CORE-01

Employment Rights Act 1996 (s 8(1)-(2); GOV.UK payslips sections on coverage, timing, variable/fixed deductions and time-related hours)

CSU-PAY-05

Employment (Allocation of Tips) Act 2023, Code of Practice Regulations 2024 and current statutory Code of Practice (Statutory Code transparency paragraphs 34-45)

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (reg 13A(1)-(3), (6)(a); KID guidance core points, representative examples and intermediary income/payment explanation, pages 6, 12 and 15-19)

CSU-CHAIN-06

HMRC, PAYE rules for labour supply chains that include umbrella companies (Who the rules apply to; what the rules mean for the agency/end client, umbrella and employee)

CSU-CHAIN-07

HMRC, Examples of good practice for umbrella companies (Good-practice introduction and clear/open information section; worker guidance sections on assignment rate, gross-pay calculation and checking the payslip)

CSU-DATA-01

Data Protection Act 2018, UK GDPR, Data (Use and Access) Act 2025 and ICO employment information guidance (UK GDPR Article 12(1)-(5))

<https://www.gov.uk/employment-status/selfemployed-contractor>

self-employment guidance (Substantive self-employment, employment-law status, contractor possibilities and contract rights)

Q73 / Q-S-070

AOC-10 / Information and comprehensibility

Understanding important changes

Companion explanation

This question concerns how the individual learns about changes to their actual work arrangements. Examples include different duties, hours or locations, a change in how pay is calculated, a changed benefit, different qualifying conditions or a new restriction. It covers changes that help the individual as well as changes that disadvantage them.

If the employer, agency, payer or client can choose when a change takes effect, they commit to explaining it to the individual beforehand. They will delay the change if necessary until the individual has received that explanation. The explanation is given when the change is decided or becomes known, using the earliest reasonably possible opportunity. Simply waiting until just before implementation is insufficient where useful information could have been given earlier. This is the stronger WEQF commitment, not a claim that every engagement has the same legal notice requirement.

Choosing an answer

Choose the highest answer wholly true. Position 2 includes partial improvements where every applicable requirement is met. Position 3 requires the complete standing offer in the table plus a material addition beyond applicable legal and regulatory requirements: wider coverage, extra practical information or stronger early communication. Required notices alone do not qualify. Making the additional offer contractual does not remove its additional character.

Position 1 qualification: No explanation of material engagement changes is provided - this may be below applicable change-notification or revised-information duties for some engagements.

Position	What distinguishes it
1	The engagement does not provide explanations of material changes to the individual's work, pay arrangements, benefits or protections, qualifying conditions or restrictions.
2	The individual receives notices about material changes to their work, pay arrangements, benefits or protections, qualifying conditions or restrictions. All legally required information is provided within the required timescales. Earlier or fuller explanations beyond those requirements are not guaranteed.
3	The engagement provides an additional commitment to clearly explain every material change to the individual's work, pay arrangements, benefits or protections, qualifying conditions or restrictions, including changes for which no legal notice is required. The explanation covers what changes, when it starts and its practical effects, and is given as soon as the change is decided or becomes known. If the employer, agency, payer or client can choose when a change takes effect, they commit to explaining it to the individual beforehand. They will delay the change if necessary until the individual has received that explanation.

Examples

These are illustrations of standing offers, not scores awarded from one event alone.

Q73 continues on the next page.

Understanding important changes

Examples - continued

Applicable legal and contractual requirements are assumed to be met. The enhanced examples assume an identifiable material addition above those requirements. Permanent and Temporary descriptions provide context and do not determine legal status.

Position 1 | Temporary - position 1: During a six-week independent consultancy, optional supplier-development sessions are withdrawn without explanation. They were genuinely unpromised extras, and no applicable notification duty or promise requires an explanation on the stated facts. This illustrates the retained bounded no-provision case.

Position 2 | Permanent - position 2: In an ongoing role with guaranteed hours and pay, notices identify changes and their start dates, and all required information is provided. Some notices arrive early, but the offer does not guarantee the full practical explanation and delay commitment described in position 3.

Position 3 | Temporary - position 3: one day: A client decides the afternoon before a one-day assignment that the previously communicated work location will change. Under a standing offer exceeding the applicable requirements, the individual receives the new location and the relevant travel and pay implications when the change is decided. The client has committed to delay a controllable change if necessary until the explanation is received.

Boundaries and qualifications

- Material means a real effect on the individual's arrangements. Include favourable and unfavourable changes to arrangements already communicated or applying, before work starts or during it. The benchmark is when the change affects the individual, for a one-day assignment as for an ongoing role. First-time information and routine instructions

that do not materially change arrangements are separate.

- The explanation must cover the change, its start date and practical effects on this individual's work, pay, benefits or protections. Simple effects can have a short explanation. Existing paper, verbal or digital communication can count, subject to any required legal form; no separate impact report, portal, signature, comprehension test or private household information is required.
- Assess when the change was decided or known to the responsible employer, agency, payer or client, when the individual received the explanation and when the change affected them. A later handoff does not restart the clock. The strongest commitment must cover the parties controlling the change; information exchanged only between organisations is insufficient.
- A genuinely sudden event may have unavoidable effects before explanation is possible; necessary immediate safety action need not wait. Explain known facts and practical effects at the earliest reasonable opportunity, then complete genuinely unresolved details promptly when known. An external cause alone, a chosen immediate start, routine workload, payroll cycles, late paperwork or avoidable handoff delays do not excuse late explanation of a controllable change.
- Position 2 requires an actual notice offer and every applicable legal, regulatory and contractual requirement, including required promptness as well as any final deadline. The absence of a legal duty does not itself establish an offer. Position 3 must deliver the complete additional package, including the delay commitment; an isolated good notice, partial improvement or well-handled emergency is insufficient.

Q73 continues on the next page.

Understanding important changes

Boundaries and qualifications - continued

- The position-1 example assumes a genuinely independent business and discretionary, unpromised sessions, not an earned or contractual benefit, relied-on promise, paid service, required training, safety information or work condition. Their withdrawal changes no agreed fee, contractual work obligation or required protection. No contractual, collective, procurement, sector or other rule requires notice; no personal-data processing change, pension change, TUPE or dismissal/re-engagement is involved. No discrimination, misrepresentation, denied information right or unreasonable contractual discretion is assumed. Existing information explaining the change must be counted.
- For planned work, assess the credible standing commitment; for ongoing work, assess the present arrangement and its operation. An unused process or a lack of past changes establishes neither absence nor the strongest answer. Use the highest wholly true common offer or separate materially different offers. Clarify missing facts; they are not zero, N/A or grounds to omit the question. The warning does not itself change the score or create an automatic stop.
- Q68 / Q-S-048 concerns responses to views; Q69 / Q-S-049 concerns consultation while decisions remain open. This question concerns explaining the operative change. It gives no permission to change terms or bypass required agreement, and creates no new right to refuse work, veto a change, receive compensation or have a fixed notice

period. Existing rights remain intact. The generosity of the changed benefit and organisational record quality remain separate.

Source references

CSU-CORE-01

Employment Rights Act 1996 (s 4(1), (3)-(5); Acas, After changes are made)

CSU-VCR-05

Statutory Code of Practice on Dismissal and Re-engagement and commencement instrument (Code paragraphs 6-11, 21-25, 36-38, 40-45 and 49-52, especially 36-37)

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (reg 13A(10), (12)-(18), especially (15)-(17); reg 14(1)-(6), especially (4)-(5); KID guidance)

CSU-CHAIN-06

HMRC, PAYE rules for labour supply chains that include umbrella companies (Scope and agency/end-client/umbrella information responsibilities)

CSU-CHAIN-07

HMRC, Examples of good practice for umbrella companies (Introduction; Providing a good service / clear, open and honest information)

CSU-DATA-01

Data Protection Act 2018, UK GDPR, Data (Use and Access) Act 2025 and ICO employment information guidance (UK GDPR Article 13(3)-(7))

<https://www.gov.uk/employment-status/selfemployed-contractor>

GOV.UK self-employment and contractual-rights guidance (Employment rights; employment-law status and contractor possibilities)

Q74 / Q-S-056

AOC-11 / Challenge, correction and remedy

Raising and handling complaints

Companion explanation

This is the first response to a complaint about the work arrangement: how the person raises it, who handles it and how they are kept informed until an initial decision. A grievance is a complaint about work; the process may include informal discussion and a formal procedure.

Fair handling means hearing the concern, checking the relevant facts as needed, considering the issue without prejudging it, and explaining the decision and any proposed action. The investigation should match the issue: a disputed payslip and a serious harassment complaint do not need identical procedures.

Choosing an answer

Choose the highest answer wholly true. Position 2 includes required procedures, a usable voluntary basic process and partial improvements. Position 3 requires the complete supported service across relevant complaints and organisations. A named contact, compliance alone or a prompt written outcome does not establish that complete offer.

Position 1 qualification: No usable complaint or grievance process is provided - this may be below applicable written-procedure duties or statutory grievance-handling standards for some engagements.

Position	What distinguishes it
1	A general process for raising and handling complaints about the work arrangement is not part of the offer.

Position	What distinguishes it
2	The individual can raise a complaint through a stated process and have it considered, including any procedure required by law or the statutory grievance Code.
3	The individual has a named contact and help to raise complaints safely. Complaints receive prompt acknowledgement, expected timescales, progress updates and a fair, explained decision, with coordination between any organisations involved.

Examples

Position 1 | Temporary - 1: A six-week independent business consultancy has no general client complaint process. The consultant remains entitled to contractual remedies and applicable protections; no rule requires the missing general grievance process on the specified facts.

Position 2 | Permanent - 2: An ongoing guaranteed-hours role provides the applicable grievance procedure and fair consideration. A continuing contact who helps submit the concern, provides progress updates and coordinates other organisations is not assured.

Position 3 | Temporary - 3: During an eight-week agency assignment, a named contact helps raise a pay complaint safely, acknowledges it promptly, explains timing, coordinates the agency and payroll provider, gives progress updates and supplies a fair, reasoned initial decision.

Q74 continues on the next page.

Raising and handling complaints

Boundaries and qualifications

- The process must meet every applicable legal, statutory-Code, contractual and sector requirement in its proper scope. A genuine informal route can count. A policy, contact name or public regulator/court link without usable complaint handling is insufficient; the answer does not certify compliance.
- At position 3, practical help explains how to raise and record the concern, with a suitable alternative if the usual handler is implicated. The individual can raise it without intimidation. Explain who needs the information for fair consideration; safe handling does not promise absolute secrecy, anonymity or a favourable decision.
- A named contact may be an identified person or a clearly identified team providing continuity. The contact coordinates relevant employers, agencies, clients, payroll or benefit providers so the individual is not left to chase disconnected referrals. Each party retains its legal responsibility. A single-party arrangement needs no artificial referral or separate case-manager post.
- Prompt handling allows proportionate checks and reasonable investigation, taking account of seriousness and urgency. Explain next steps, expected timing, progress, material delays and revised timings, then the decision, reasons and intended action in any required form. All applicable deadlines remain; no universal number of days is added. A promptly settled concern may need only a short conversation and confirmation.
- The position-1 example assumes a genuinely independent business/client relationship, with control of delivery, commercial risk and genuine substitution, outside employment/worker and agency/umbrella arrangements. No contractual, collective, procurement or sector rule requires the missing general process, and ordinary

correspondence does not already provide one. Contractual remedies, external routes, equality, safety, personal-data rights and any separately required complaint procedure remain intact; intimidation, retaliation or refusal of a required route is not permitted.

- Assess the credible standing process for planned work and the current process and its operation for ongoing work, even if nobody has complained. Use the highest complete common offer or separate materially different offers. A selected successful case, missing handbook or small HR function does not determine the answer. Clarify unknown arrangements or facts that cannot truthfully fit an answer; do not treat uncertainty as zero or N/A. Partial higher features receive no extra points, and the warning creates no automatic stop.
- This question ends at the initial explained decision. Support acting on the individual's side is Q75 / Q-S-061; later review is Q76 / Q-S-058; independent resolution is Q77 / Q-S-060; wider wrongdoing reports are Q78 / Q-S-059. Record correction, remedy implementation, compensation and organisational evidence remain separate. Mandatory equality protection under Q10 / Q-C-006 receives no duplicate credit.

Source references

CSU-PAY-05

Employment (Allocation of Tips) Act 2023, Code of Practice Regulations 2024 and current statutory Code of Practice (Statutory tipping Code paragraphs 16-18 and 46-51, especially 46)

CSU-EQS-01

Equality Act 2010, Equality Act 2010 (Amendment) Regulations 2023 and EHRC Employment Statutory Code of Practice (Equality Act 2010 s 27(1)-(3))

CSU-EQS-02

Worker Protection (Amendment of Equality Act 2010) Act 2023 and EHRC sexual-harassment technical guidance (Equality Act 2010 s 40A(1)-(3))

Q74 continues on the next page.

Q74 / Q-S-056 - continued

AOC-11 / Challenge, correction and remedy

Raising and handling complaints

Source references - continued

CSU-VCR-04

Acas, Code of Practice on disciplinary and grievance procedures (Foreword; paragraphs 1-4, 32-40; 41-45 and 47 for boundaries)

CSU-CHAIN-17

Fair Work Agency, How to report serious abuse or exploitation at work (Scope and reporting serious abuse/exploitation; what happens after reporting; reporting something different)

<https://www.legislation.gov.uk/ukpga/1996/18/section/3/data.html>

Employment Rights Act 1996 (s 3(1)(b)(ii), (c); subsection (2) scope qualification)

<https://www.legislation.gov.uk/ukpga/1996/18/section/230/data.html>

Employment Rights Act 1996 (s 230(1)-(3))

<https://www.gov.uk/employment-contracts-and-conditions/written-statement-of-employment-particulars>

GOV.UK written-statement guidance (Written statement introduction; The wider written statement)

<https://www.gov.uk/employment-status/selfemployed-contractor>

GOV.UK self-employment guidance (Employment rights; Working out if someone is self-employed)

Q75 / Q-S-061

AOC-11 / Challenge, correction and remedy

Support with complaints and appeals

Companion explanation

This question concerns someone helping the individual put their own case. A fair hearing and a helpful decision-maker do not themselves provide a companion or advocate. The first practical distinction is whether support can be used throughout the relevant processes, including stages where statutory accompaniment does not apply. The next distinction is actual help to obtain a supporter and prepare and present the case. The strongest offer also protects necessary time and covers reasonable costs, including suitable independent advice or advocacy when needed. A solicitor is one possible source of suitable help, not a universal requirement. The engagement need not provide every listed type of supporter, guarantee a favourable outcome or fund unlimited litigation.

Choosing an answer

Choose the highest complete offer across the relevant processes. Position 1 includes statutory-only accompaniment and extra support limited to some processes; it does not necessarily mean no support exists. Positive positions require wider usable access. Practical assistance establishes position 3 only when the full access offer is present; position 4 also requires the complete paid-time and funding package.

Position 1 qualification: If no accompaniment or support is available, this may be below applicable statutory companion or representation rights. Any rights that apply must still be provided.

Position	What distinguishes it
1	Companion or adviser support is absent, limited to legally required accompaniment, or available only for some of the relevant complaint, consultation, review or appeal processes.
2	The individual can use a suitable companion or adviser throughout the relevant complaint, consultation, review and appeal processes, including stages where accompaniment is not legally required.
3	The individual can use a suitable companion or adviser throughout the relevant complaint, consultation, review and appeal processes, with help to choose and arrange support and to prepare and present their case.
4	The individual can use a suitable companion or adviser throughout the relevant complaint, consultation, review and appeal processes, with help to choose and arrange support, prepare and present their case, paid preparation and attendance time, and reasonable support costs covered, including independent advice or advocacy when needed.

Examples

Position 1 | Permanent - 1: An ongoing guaranteed-hours role provides all applicable companion rights, but no additional support across other complaints, consultations or reviews.

Q75 continues on the next page.

Support with complaints and appeals

Examples - continued

Position 2 | Temporary - 2: An eight-week assignment lets the individual use a suitable companion in relevant agency and hirer processes, including an informal dispute review. The individual arranges the support; case-preparation help is not offered.

Position 3 | Permanent - 3: An ongoing guaranteed-hours role permits a suitable supporter throughout relevant processes. A case-support contact helps the individual find someone, organise the facts and prepare and present their response. Funded independent help is not assured.

Position 4 | Temporary - 4: A ten-week engagement provides suitable support throughout relevant processes, helps arrange the supporter and prepare the case, pays necessary preparation and attendance time, and covers reasonable support costs, including an independent advocate when needed.

Boundaries and qualifications

- All applicable accompaniment, representation, equality/adjustment and contractual rights remain available without extra points for compliance alone. Legal coverage depends on the person and process, not the engagement label. Companion choice, permitted roles, postponement and paid-time rights have their own scope; do not transfer one procedure's rules automatically to another.
- Assess support across material complaints, grievances, disciplinary matters, consultations, reviews and appeals that can arise in the engagement. It can be used before, during and between meetings or in a written process. Respect the individual's appropriate choice and decision whether to use support, subject to legitimate process rules; no particular professional title or collection of supporter types is required.

- At position 3, help must actually enable choosing and arranging a suitable supporter and preparing and presenting the case. Provide an appropriate alternative if the first supporter is conflicted or unavailable. A referral counts only when it gives practical access; allowing a statutory companion to perform their ordinary role alone is insufficient.
- At position 4, necessary preparation and attendance time is paid without loss of normal engagement pay, or through an appropriate agreed equivalent for time outside scheduled work. Reasonable support costs, including suitable independent advice or advocacy when needed, are reliably covered. Caps, approval steps and payment timing must not defeat access, give the disputed decision-maker a veto over necessary independent help, or require surrender of the case or lawful rights.
- Support must be usable before the relevant hearing or decision and throughout the necessary stages. Identify who permits participation, arranges help, protects paid time and meets costs across relevant agency, hirer and other processes. External forum rules remain intact; appropriate preparation or permitted participation can still be supported. No universal notice period or hourly allowance is added.
- Assess the credible standing offer for planned work and the current offer for ongoing work; no case or selected supporter is needed. Use the highest wholly supported common offer or separate materially different offers. Partial higher features receive no extra points. Clarify unknown coverage, access or funding rather than recording absence or N/A. Known denial of applicable rights cannot be treated as lawful statutory-only support; the warning creates no automatic stop.

Q75 continues on the next page.

Support with complaints and appeals

Boundaries and qualifications - continued

- A fair decision-maker, employer-side note-taker or neutral mediator is not automatically someone supporting the individual's case. Standing representation under Q70 / Q-S-050 and the complaint, review, speaking-up and resolution mechanisms remain separate. The same time, funding or service cannot receive duplicate credit. No favourable outcome, compensation, general litigation insurance or unlimited solicitor funding is promised.

Source references

CSU-VCR-01

Trade Union and Labour Relations (Consolidation) Act 1992 and Employment Relations Act 1999 (Employment Relations Act 1999 s 10(1), (2A)-(7); TULRCA 1992 ss 168(1)-(3), 169)

CSU-VCR-04

Acas, Code of Practice on disciplinary and grievance procedures (Paragraphs 13-17, 28, 35-39 and 44; introductory scope and status)

CSU-CORE-11

Employee Study and Training (Procedural Requirements) Regulations 2010, Employee Study and Training (Qualifying Period of Employment) Regulations 2010 and 2026 amending Regulations (SI 2010/155 regulations 2 and 16-18; SI 2026/473 regulations 1-3)

Q-S-061-SUPPLEMENTAL-SOURCE-01

Acas grievance-meeting guidance (Right to be accompanied; preparing for the meeting)

CSU-CORE-01

Employment Rights Act 1996 (s 230(1)-(3))

CSU-CORE-03

DBT, Plan to Make Work Pay and Employment Rights Act: timeline update (Timetable entries for 1 and 30 October 2026; future-date qualification; monitoring context only)

Q76 / Q-S-058

AOC-11 / Challenge, correction and remedy

Reviewing disputed decisions

Companion explanation

This is a fresh look at an existing decision that matters to the individual's work arrangement. The review considers why the person disagrees, the relevant facts and whether the decision or the way it was reached should change.

Direct review means the person has a clear route to challenge the existing decision without first starting a separate complaint just to obtain reconsideration. The person can explain their grounds and relevant information. Review can uphold, change or overturn the decision, or send it back for a fresh decision; repeating the original answer without reconsideration is insufficient.

Choosing an answer

Choose the highest answer wholly true. Position 2 includes applicable legal or statutory-Code appeals, voluntary review of some decisions and partial improvements. Position 3 requires the complete direct review offer across important work, pay and benefit decisions, including decisions outside procedures that already require review. Required impartial handling or a different reviewer alone does not establish that wider offer.

Position 1 qualification: No review or appeal of rejected or disputed material decisions is available -this may be below applicable appeal rights or statutory procedural standards for some engagements.

Position	What distinguishes it
1	A review or appeal of rejected requests or disputed decisions is not part of the offer.

Position	What distinguishes it
2	The individual can obtain a review of some decisions, including any review or appeal required by law or covered by a statutory Code.
3	Rejected requests and disputed decisions about work, pay or benefits can go directly to a prompt, impartial review with an explained outcome. Wherever practicable, the reviewer was not involved in the original decision.

Examples

Position 2 | Permanent - 2: An ongoing guaranteed-hours role provides applicable disciplinary, grievance and statutory-request appeals. A direct review of other important work or benefit decisions is not assured.

Position 3 | Temporary - 3: An eight-week agency assignment offers direct review of important work, pay and benefit decisions. A disputed benefit refusal receives prompt, impartial reconsideration by an uninvolved manager where practicable, with reasons explaining the outcome.

Boundaries and qualifications

- Include material requests and decisions about work, pay, benefits, treatment, complaint outcomes and rejected record corrections. A routine informal exchange needs no separate appeal, and unlimited repeated reviews are not required. Initial complaint handling and actually correcting or propagating records remain separate.
- The route must secure substantive reconsideration by someone able to uphold, change or overturn the decision, or obtain a fresh decision from the responsible party. A

Q76 continues on the next page.

Reviewing disputed decisions

Boundaries and qualifications - continued

- policy, contact name, unowned referral or public court/regulator link is insufficient. Across organisations, the individual should not have to discover who owns the review; each party retains its legal responsibilities.
- Use a reviewer not involved in the original decision wherever practicable. A manager in the same organisation can qualify. If separation is genuinely impracticable, the arrangement must be explainable and impartial reconsideration with an explained outcome remains necessary. Convenience or a blanket preference for the same decision-maker is insufficient; no external reviewer or specified seniority is required.
- Prompt review allows reasonable preparation and proportionate checks while avoiding unnecessary delay, taking account of urgency such as the next pay run. Respect every applicable legal, Code, contractual and stated deadline. No universal day count is added, and a properly permitted extension is not automatically poor provision. An open review within its timetable is not automatically a lower offer, but must not be described as decided.
- Position 1 requires established absence of usable review. Count genuine informal or subject-specific appeals; a correct original decision, no previous challenge, a missing policy or an engagement label does not establish absence or remove applicable rights. Required procedures must still be met. The qualified warning does not change points or create an automatic stop.
- Assess the credible standing offer even when no review has occurred. In ongoing work, known operation informs the present Package Declaration without making it independent verification. Use the highest complete common service or separate materially different offers; partial higher features

receive no extra points. Clarify unknown access, coverage, authority, timing or impartiality instead of selecting zero or N/A.

- Review does not guarantee success, compensation or automatic suspension of the original decision. Individual-side help is Q75 / Q-S-061; resolution independent of the original decision-making chain is Q77 / Q-S-060. An ordinary appeal does not automatically establish that separate service, and the same review receives no duplicate credit. The benefit being reviewed and organisational evidence retain their own treatment.

Source references

CSU-CORE-09

Employment Relations (Flexible Working) Act 2023, Flexible Working (Amendment) Regulations 2023 and Acas Code of Practice on requests for flexible working (Acas appeal guidance: Appeals introduction; Handling an appeal; Communicating the appeal outcome)

CSU-CORE-11

Employee Study and Training (Procedural Requirements) Regulations 2010, Employee Study and Training (Qualifying Period of Employment) Regulations 2010 and 2026 amending Regulations (SI 2010/155 regs 6(3), 8-14 and 16; SI 2026/473 regs 1-3; official eligibility summary)

CSU-VCR-04

Acas, Code of Practice on disciplinary and grievance procedures (Foreword; paragraphs 3-4, 26-29 and 40-45)

CSU-CHAIN-03

Agency Workers Regulations 2010 and official guidance (SI 2010/93 reg 16; official guidance section 8)

<https://www.legislation.gov.uk/ukpga/1996/18/section/230/data.html>

Employment Rights Act 1996 (s 230(1)-(3))

<https://www.legislation.gov.uk/eur/2016/679/article/2/data.html>

UK GDPR, Article 2(2)(a)

Q77 / Q-S-060

AOC-11 / Challenge, correction and remedy

Independent help to resolve disputes

Companion explanation

This concerns help outside the original decision-making chain when the usual complaint or appeal process cannot provide a suitable answer. The engagement might arrange neutral mediation, provide a genuinely independent review, or help the person access an appropriate external route. One suitable route can be enough.

Process fees mean charges for the agreed mediation, independent review or other suitable process. Participation expenses include necessary travel or similar costs of attending. Paid time means the individual can take part without losing engagement pay, or receives agreed payment for the necessary participation time. A free service needs no invented fee; the time and practical support still matter.

Choosing an answer

Choose the highest complete offer. Count practical support supplied or arranged by the engagement, not the independent existence of Acas, courts, tribunals or regulators. Useful contact help is position 2; an available process with participation arrangements is position 3. Position 4 requires the complete promptness, fees, expenses and paid-time package. One suitable route can satisfy the criteria.

Position	What distinguishes it
1	Independent help to resolve a dispute is not part of the offer.
2	The individual receives practical help to identify and contact a suitable independent resolution service.

Position	What distinguishes it
3	A suitable independent resolution process is made available to the individual, with practical help to arrange participation.
4	A suitable independent resolution process is made available promptly, with practical help, process fees and participation expenses covered, plus paid time for the individual to take part.

Examples

Position 2 | Permanent - 2: For an unresolved dispute in an ongoing guaranteed-hours role, the employer helps identify an appropriate outside service and make first contact. It does not arrange a resolution process.

Position 3 | Temporary - 3: An eight-week assignment makes an independent reviewer available for an unresolved engagement dispute and helps organise the meeting. The individual's participation time is not paid.

Boundaries and qualifications

- The resolver must be impartial and free from control by the original decision-making chain. A trained internal mediator may qualify; an outside business name or different manager does not by itself prove independence. Payment must not buy control of the process or outcome. An ordinary appeal under Q76 / Q-S-058 is a different benefit.
- Contact help must identify a relevant recipient, explain its role and help the individual take the first step. Arranged access must secure a genuinely available process and help organise participation, rather than offer an unowned referral or a discretionary promise to consider buying help. Costs or

Q77 continues on the next page.

Independent help to resolve disputes

Boundaries and qualifications - continued

unsafe conditions that prevent use cannot be ignored.

- The route must suit the issue and respect legitimate eligibility, consent and receiving-body powers. Mediation is voluntary and seeks agreement; it is not suitable for every dispute. Use an appropriate independent review or other supported alternative where needed. An unavailable, inappropriate or unsafe internal process need not be exhausted before access.
- For position 4, arrange access without avoidable delay, allowing for urgency, reasonable preparation and provider availability. Explain material delay and pursue a suitable alternative if the offered route cannot be used. No immediate hearing, guaranteed external timetable or universal day count is promised. Internal grievance, appeal or mediation must not be assumed to extend an external claim deadline.
- At position 4, necessary process fees and reasonable participation expenses must be covered so that lack of funds upfront does not prevent access. Any cap must still fully cover a suitable process and necessary participation. A free or local service needs no invented charge, but practical help and paid participation time still matter. Arrangements must not require surrender of unrelated rights or acceptance of a predetermined outcome.
- Assess the credible standing offer, including when no dispute has occurred. Count genuine informal facilitation or arranged independent help. Use the highest complete common offer or separate materially different

circumstances; partial higher features receive no extra points. Clarify unknown independence, suitability, conditions, costs or paid time rather than recording absence or N/A. Applicable court orders, agreed procedures and other duties remain binding.

- The service does not guarantee agreement, reversal, compensation or successful proceedings, and does not promise unlimited litigation funding. A neutral resolver is distinct from an adviser or advocate supporting the individual under Q75 / Q-S-061. Complaint handling, wider wrongdoing escalation, substantive benefits and organisational evidence remain separate; the same activity receives no duplicate credit.

Source references

CSU-VCR-04

Acas, Code of Practice on disciplinary and grievance procedures (Foreword; appeal paragraphs 26-29 and 41-45; independent neutral mediation and early-conciliation guidance)

CSU-VCR-06

Employment Tribunal Procedure Rules 2024 and Employment Tribunal (Extension of Time Limits) (Miscellaneous Amendments and Transitional Provisions) Regulations 2026 (2024 Rules 1-4, including rule 4; SI 2026/758 regs 1-10 and explanatory note)

CSU-VCR-10

Employment Tribunals Extension of Jurisdiction (England and Wales) (Amendment) Order 2026 (Articles 1-3 and explanatory note)

CSU-CHAIN-17

Fair Work Agency, How to report serious abuse or exploitation at work (Serious abuse scope, reporting methods, handling and referral to other organisations)

Q78 / Q-S-059

AOC-11 / Challenge, correction and remedy

Speaking up about wrongdoing

Companion explanation

Speaking up, or whistleblowing, means raising concerns about wider wrongdoing or matters of public interest connected with the work. The individual need not prove the wrongdoing before using the offered route. A personal complaint can also contain a wider concern; the two issues may need different handling.

Practical help can include explaining reporting options or helping the person set out the concern. Active support against retaliation includes an identified contact, checking for problems such as lost shifts, threats or exclusion, and arranging prompt action when a concern about retaliation arises. The offer should protect a person raising an honest concern even if wrongdoing is not ultimately established.

Choosing an answer

Choose the highest complete service. Legal protection alone earns no points: position 2 requires usable reporting guidance. Position 3 requires an actual confidential reporting service with a safe alternative contact and explained handling. Position 4 also requires dependable independent escalation, practical help, feedback and active support against retaliation; a no-retaliation statement alone is insufficient.

Position 1 qualification: No speaking-up route or protection is recognised or supported - this may be below applicable whistleblowing protection or sector-specific reporting duties for some engagements.

Position	What distinguishes it
1	Speaking-up contacts and support are not part of the offer.

Position	What distinguishes it
2	The individual receives practical guidance on where and how to report suspected wrongdoing and what legal protection against retaliation may apply.
3	The individual can report suspected wrongdoing confidentially, use an alternative contact if the usual handler is involved, and receive an explanation of how the concern will be handled.
4	The individual can report suspected wrongdoing confidentially, escalate to someone independent of the original handlers, and receive practical help, progress updates, explained outcomes and active support against retaliation.

Examples

Position 2 | Permanent - 2: An ongoing guaranteed-hours role provides useful directions for reporting suspected fraud and guidance on protection against retaliation. A confidential reporting service is not assured.

Position 3 | Temporary - 3: An eight-week agency assignment provides a confidential reporting contact, another contact if the first is implicated, and an explanation of how reports are considered. Continuing help and independent escalation are not assured.

Boundaries and qualifications

- A confidential route must actually receive and consider concerns or secure consideration by a responsible person. Protect identity and

Q78 continues on the next page.

Speaking up about wrongdoing

Boundaries and qualifications - continued

share identifying information only as necessary and lawful, with the limits explained. Confidentiality does not promise absolute secrecy. Anonymous reporting can limit investigation or feedback without invalidating a service available through a safe contact method.

- At positions 3 and 4, provide a usable alternative to an implicated handler. At position 4, escalation must reach someone independent of the original handlers, unconflicted by the concern and able to secure a substantive response. A suitable person in the organisation or an arranged outside service may qualify; an unattended mailbox or unowned forwarding does not.
- Position 4 includes an identified contact helping with reporting options and setting out the concern, meaningful progress updates, the next expected contact and an explained outcome. Respond without avoidable delay to seriousness and retaliation risk, and explain material delays. Privacy or lawful investigation restrictions may limit detail; explain those limits without promising a full investigation file. Applicable deadlines remain; no universal day count is added.
- The strongest offer supports honest concerns without requiring proof of wrongdoing or statutory protected-disclosure status first. Check for threats, lost shifts, exclusion or other retaliation concerns and be able to arrange prompt action. An unsubstantiated report does not itself remove support. No particular finding, compensation, successful legal claim or protection from unrelated legitimate decisions is guaranteed.
- Existing legal rights and required sector procedures remain in force. Different disclosure routes have different conditions, including applicable reasonable-belief and public-interest requirements. The service

must not require internal permission before using a legally available external route. WEQF does not decide protected-disclosure status, and neither a category label nor a subject-matter example establishes legal protection.

- Position 1 concerns established absence of usable engagement support, not permission to retaliate or suppress protected reporting. Count real informal or arranged support. The lack of a dedicated hotline or policy, or of past reports or proven wrongdoing, does not establish absence. Assess the standing service across the relevant parties and people, using the highest complete common offer or separating materially different offers. Clarify unknown facts instead of selecting zero or N/A. Partial higher features receive no extra points; the warning creates no automatic stop.
- Personal complaints belong under Q74 / Q-S-056; one report may contain both a personal complaint and wider wrongdoing. Record correction, review of individual decisions, independent dispute resolution and support acting on the individual's side remain distinct. Escalating a wrongdoing report does not by itself establish those other benefits. Legal compliance, organisational evidence and the same handling activity receive no duplicate credit.

Source references

CSU-CORE-01

Employment Rights Act 1996 (ss 230, 43K, 47B and 103A)

CSU-EQS-02

Worker Protection (Amendment of Equality Act 2010) Act 2023 and EHRC sexual-harassment technical guidance (ERA s 43B(1)(da); public-interest qualifier in s 43B(1))

CSU-VCR-03

Public Interest Disclosure Act 1998 and Employment Rights Act 1996 Part IVA (Current ERA ss 43B, 43C,

Q78 continues on the next page.

Q78 / Q-S-059 - continued

AOC-11 / Challenge, correction and remedy

Speaking up about wrongdoing

Source references - continued

43J, 43K, 47B and 103A; official overview and reporting/expectations guidance)

CSU-DATA-01

Data Protection Act 2018, UK GDPR, Data (Use and Access) Act 2025 and ICO employment information guidance (UK GDPR Article 5(1)(a), (c), (f); official confidentiality, anonymity and feedback explanation)

<https://www.acas.org.uk/whistleblowing-at-work/responding-to-a-whistleblowing-disclosure>

Acas: Responding to a whistleblowing disclosure (Follow the right process; grievance overlap; taking disclosures seriously; protection from detriment)

<https://www.acas.org.uk/whistleblowing-at-work/having-a-whistleblowing-policy>

Acas: Having a whistleblowing policy (Policy purpose, supporting use and recommended policy content)

Completeness and availability of the engagement record

Companion explanation

This question examines the completeness and availability of the same engagement record used throughout the E section. Position 1 describes a best effort to keep the fuller record complete and available, while all legally required information is held. Both higher positions require the complete relevant record: position 2 brings its existing parts together when requested; position 3 has the complete account already held and maintained under the immediate engager's control.

Choosing an answer

Select the highest position fully supported across the assessed scope.

Position / grade	What distinguishes it
1 / C	All mandatory information is held. A best effort is made to maintain the fuller record, but a known limitation prevents assured completeness or availability.
2 / B	The complete relevant information already exists and can reliably be provided after its separate parts are gathered.
3 / A	The complete record is already maintained under the engaging party's control, ready to provide without fresh collection or another party's help.

Examples

Position 1 / C - Permanent | For an ongoing role with guaranteed hours, the employer holds all required records. Staff make a best effort to

retain additional, non-mandatory history of optional coaching support, but a complete account of that support is not guaranteed.

Position 2 / B - Temporary | The agency holds assignment terms, the hirer holds work approvals and the payroll provider holds calculation and payment records. All other relevant components are also accounted for. The agency obtains and collates the complete set on request.

Position 3 / A - Permanent | A small employer maintains an indexed paper engagement file with all applicable terms, events, payments and supporting records. The complete account is already held together and can be provided without fresh collection.

Boundaries and qualifications

- All examples assume required records are held. The coaching history in position 1 is not required training, safety, pay, leave or professional history. If a duty to keep it applies, that example cannot support position 1.
- Missing required information, unknown arrangements or no genuine fuller-record effort leave the item unresolved. Absence of a formal guarantee alone does not justify position 1.
- Gathering means assembling existing records. Opening, copying, exporting and necessary authorisation checks are ordinary provision. Connected paper or electronic records and protected references can qualify.
- Use concrete commitments in Planned mode and operating arrangements and records already due in Ongoing mode. Later improvements do not remove earlier relevant gaps.

Q79 continues on the next page.

Q79 / Q-E-001 - continued

Evidence

Completeness and availability of the engagement record

Boundaries and qualifications - continued

- Use the weakest supported position across the population, or separate assessments. An unresolved subgroup leaves the combined response unresolved.

The cited sources inform applicable record requirements. The WEQF grade describes recording arrangements; it does not independently verify the record or delivery of what it describes.

Source references

CSU-CORE-01

Employment Rights Act 1996 (ss 1-4 and 8)

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (regs 13A-15 and 29)

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards (rules 22-25)

CSU-DATA-01

Data Protection Act 2018, UK GDPR, Data (Use and Access) Act 2025 and ICO employment information guidance (UK GDPR art 5)

CSU-DATA-02

HMRC, PAYE recordkeeping guidance, The Pensions Regulator automatic-enrolment records guidance and GOV.UK staff records and data protection

Q80 / Q-E-003

Evidence

Linking the engagement-record to the correct people and work

Companion explanation

Q-E-003 asks whether each part of the engagement-record can be connected to the right people, work, period and terms. Position 1 describes practical effort where the wider links are not assured. Position 2 means every item is reliably matchable, but some connections must be established by compiling information from different records, systems or sources. Position 3 means the connections are already recorded and maintained. The documents can be held in several places; collecting documents whose connections are already clear does not change their linkage position.

Choosing an answer

Select the highest position fully supported across every material item and relationship in the assessed scope. All three positions require applicable mandatory records, relationships and deadlines to be satisfied.

Position / grade	What distinguishes it
1 / C	The engaging party makes a best effort to link each item in the engagement-record to the correct individual, engagement, parties, period and version of the terms, but this is not guaranteed.
2 / B	Each item in the engagement-record can be reliably matched to the correct individual, engagement, parties, period and version of the terms, but some links can only be established by compiling information from different records, systems or sources.

Position / grade

What distinguishes it

3 / A

Each item in the engagement-record has recorded and maintained links to the correct individual, engagement, parties, period and version of the terms, so no compilation from other records, systems or sources is needed to establish those links.

Examples

Position 1 / C | The employer makes a best effort to link optional project-feedback notes to the employee's role and applicable terms, but some notes remain uncertain, so reliable linkage across the wider engagement-record is not guaranteed.

Position 2 / B | All items are reliably matchable, but the agency and hirer use different assignment references without a maintained mapping, so staff must compare assignment letters, shift logs and dates to establish some connections.

Position 3 / A | A maintained assignment index connects each item and each supplier's reference to the individual, assignment, agency, hirer, other involved parties, period and terms version, so the links are already established across the separate sources.

Boundaries and qualifications

- The examples assume all mandatory record requirements are met. The position 1 feedback is optional material; positions 2 and 3 assume reliable matching across the whole record and full relationship context, beyond the feature illustrated.

Q80 continues on the next page.

Linking the engagement-record to the correct people and work

Boundaries and qualifications - continued

- Position 1 requires genuine best effort and a known limitation in wider links. Unknown arrangements, missing or incorrectly linked mandatory records, or no genuine effort leave the item unresolved. A missing formal guarantee alone does not justify position 1; personal memory or unresolved alternatives do not establish reliable matching.
- Include governing terms, policies, work and payment records, concerns, changes and closure as applicable. Distinguish group membership, concurrent or repeated assignments, all material parties, the work period and its historical terms version; a filing or payment date alone may not identify that period.
- A maintained paper or electronic index, mapping or reference path can support position 3 across different systems or organisations. A list of file locations alone cannot. Position 2 requires retained facts that reliably establish any unrecorded links, whether compared manually or automatically within one system or across several. Q79 separately assesses completeness and availability.
- Protected material may remain behind dependable references and appropriate access controls. Naming a party does not establish its authority or grant unrestricted access.
- Use concrete committed arrangements in Planned mode and the relevant operating arrangements and records in Ongoing mode, including later records as they arise. An empty record set or unsupported promise does not establish position 3; do not invent future events or absent parties.

- Use the weakest supported position across the material scope, or separate genuinely different populations. Do not average; an unresolved material component leaves the combined response unresolved.

The cited sources retain their own legal, agency, licensing and procurement scopes. The WEQF grade describes declared linkage arrangements; it does not verify the record, legal compliance or delivered support.

Source references

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (reg 29(1)(a)-(b), (4)-(5))

CSU-CHAIN-06

HMRC, PAYE rules for labour supply chains that include umbrella companies (Who the rules apply to; information needed by the agency or end client to check PAYE)

CSU-CHAIN-07

HMRC, Examples of good practice for umbrella companies (worker information, assignment details, pay reconciliation and employer/chain information)

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards (rules 22-24; original Schedule, paragraphs 22-24, printed page 12)

CSU-DATA-02

HMRC, PAYE recordkeeping guidance, The Pensions Regulator automatic-enrolment records guidance and GOV.UK staff records and data protection (Keeping records; employee record categories, security and use of personal information)

CSU-PROC-02

Procurement Regulations 2024 (reg 8(1)(a)-(e))

CSU-CTX-09

Augscape R&D, SLTE-002 - Supply-Line Transaction Evidence (source PDF)

Q81 / Q-E-004

Evidence

Linking the engagement-record to the project or business requirement

Companion explanation

This question examines the connection between the engagement-record and the specific contract, project, work requirement, programme or defined organisational commitment the engagement serves. This includes applicable commitments on good work, fair pay or skills, as well as the work itself. Position 1 describes genuine best effort where the wider connection is not assured. Position 2 identifies the relevant supply chain or internal business area, but the specific requirement is not consistently identifiable. Position 3 identifies the actual requirement or commitment and preserves the connection through changes, closure and later review.

Clear attribution can support responsible procurement, social value, workforce or environmental, social and governance (ESG) reporting. At position 3, the record identifies the applicable requirement, period and basis for attributing relevant activity or outcomes. Attribution does not itself establish delivery or a positive result.

Choosing an answer

Select the highest position fully supported across the assessed engagement and all applicable requirements. Every position requires applicable legal information, records, references and deadlines to be satisfied. Assess this connection separately from the item-by-item links in Q80.

Position / grade	What distinguishes it
1 / C	The engaging party makes a best effort to link the engagement-record to the project, work requirement or organisational objective behind the work, but this is not guaranteed.
2 / B	The engagement-record identifies the relevant supply chain or internal business area, but does not consistently identify the specific project, work requirement or organisational objective behind the work.
3 / A	The engagement-record identifies the specific project, work requirement or organisational objective behind the work and keeps that connection clear when the engagement changes or ends.

Examples

Position 1 / C | The agency records the engager and hirer and makes a best effort to identify the project and commissioning route behind an electrician's work, but this is not guaranteed.

Position 2 / B | The engagement-record names the agency, subcontractor, main contractor and buyer, but does not identify which project or electrical work package the electrician supports.

Position 3 / A | The engagement-record identifies a cashier's checkout role and staffing need at a named store, and keeps previous and current connections clear if the person transfers or leaves.

Q81 continues on the next page.

Linking the engagement-record to the project or business requirement

Boundaries and qualifications

- The examples assume all applicable legal information and record requirements are met. Project work and direct internal work are routes to the same criterion. A lower example concerns a genuinely unresolved wider connection, not permission to omit a required reference.
- Identify the materially relevant buyer, agencies and contractors and applicable contract, call-off, project, package or order. For direct work, a role, staffing need or cost centre can suffice when it identifies or reliably links to the specific requirement or commitment. A broad company, framework, department or ESG label is insufficient if different requirements remain possible.
- For position 3 attribution to a reporting commitment, identify its scope, applicable period and measure or target, with traceable supporting record entries. Where activity serves several purposes, record any necessary allocation or permitted reporting treatment and avoid unsupported duplicate claims within the same reporting total. Do not invent percentage allocations or artificial objectives.
- Position 3 preserves earlier and current connections and their relevant scope or periods through transfers, changes, ending, settlement and later review. An initially specific connection that is later lost may support only position 2 if the broad context remains identifiable.
- Clear descriptions, paper references and maintained electronic links may all qualify. Protected contracts may remain behind dependable authorised references, while required information and disclosures must still be provided. Supply-chain length, engagement duration, particular software or a

formal reporting programme do not determine the grade.

- Position 1 requires genuine effort and a known limitation. Unknown material facts, mandatory failures or no genuine effort leave the item unresolved. Lack of a formal warranty alone does not lower a supported higher position.
- Use concrete committed arrangements in Planned mode and relevant operating arrangements and records in Ongoing mode; future events need not already exist. Use the weakest supported position across the material scope or separate assessments. An unresolved material component leaves the combined response unresolved.

The cited procurement, policy and Welsh sources retain their stated scopes; their duties and reporting metrics are not universal WEQF criteria. This declared Evidence grade does not verify delivery, additionality, eligibility for a reporting metric, legal compliance or a positive social or environmental outcome.

Source references

CSU-PROC-01

Procurement Act 2023 (ss 52(1)-(7) and 71(1)-(2); remaining s 71 context)

CSU-PROC-02

Procurement Regulations 2024 (reg 8(1))

CSU-PROC-03

Cabinet Office, Guidance: Key Performance Indicators (paras 1-6, 13-15 and 18-20)

CSU-PROC-04

Cabinet Office, Guidance: Contract Performance Notices (paras 16 and 19-21; related paras 12-15)

CSU-PROC-08

Cabinet Office, PPN 002: Taking account of social value, including the current Social Value Model and Guide (Social Value Model model question and

Q81 continues on the next page.

Q81 / Q-E-004 - continued

Evidence

Linking the engagement-record to the project or business requirement

Source references - continued

outcomes 1, 2 and 4, MACs 1a-1d, 2a, 4a-4b; Guide §§3.3, 3.5, 4.1-4.2)

CSU-PROC-12

Cabinet Office, PPN 021: Payment Spot Checks in Public Sub-Contracts (paras 3-13)

CSU-WAL-01

Social Partnership and Public Procurement (Wales) Act 2023 (s 27(1)-(3))

CSU-WAL-05

Welsh Government, Model social public works clauses and explanatory notes (explanatory notes paras 2-6, 24, 26 and 31)

CSU-CTX-09

Augscape R&D, SLTE-002 - Supply-Line Transaction Evidence (source PDF)

Q82 / Q-E-005

Evidence

Sources and responsibility for the engagement-record

Companion explanation

Q-E-005 examines the sources, authority and responsibilities behind the shared engagement-record. Position 1 describes a genuine best effort where the full account is not assured. Position 2 means every important source and responsibility can be established from recorded information, including responsibility for the complete record, but the details must be brought together. Position 3 means those relationships are already clear in the record or its maintained references, with one named party responsible for the whole account. The question concerns responsibility for the information across the engagement lifecycle, including the materials that explain the work, pay, entitlements and support, and the records of what happens later.

Choosing an answer

Select the highest position fully supported across the material information and responsibilities in scope. Positions 2 and 3 require both the individual functions and responsibility for the complete record to be identifiable.

Position / grade	What distinguishes it
1 / C	The engaging party makes a best effort to identify who supplied the engagement-record's information and who is responsible for it, but a complete account of these responsibilities is not guaranteed.

Position / grade	What distinguishes it
2 / B	The engagement-record's sources and responsibilities are fully recorded, but establishing them requires information to be brought together from separate documents or sources.
3 / A	The engagement-record directly identifies who supplied its information, who can approve or change it and who communicates it, applies it and resolves discrepancies, with one named party responsible for the complete record.

Examples

Position 1 / C | The employer makes a best effort to record who supplied and approved the wider training and support information in a permanent employee's engagement-record, but a complete account of responsibilities is not guaranteed.

Position 2 / B | The assignment documents, agency-hirer agreement and payroll instructions establish every source and responsibility, including the party responsible for the complete record, but the details must be brought together.

Position 3 / A | A small employer keeps a paper responsibility list showing who supplied each important item and naming the owner-manager as its authorised approver, communicator and error resolver. It names the payroll team for applying pay instructions and the employer as responsible for the complete record, with other applicable responsibilities also identified.

Q82 continues on the next page.

Sources and responsibility for the engagement-record

Boundaries and qualifications

- The examples assume all applicable mandatory information, recordkeeping, responsibility requirements and deadlines are met. The lower example concerns the wider, non-mandatory responsibility account; actual labour-chain roles must follow the arrangement being assessed.
- Identify each material information supplier, who can approve or change the information, who communicates and applies it, and who resolves discrepancies. Include terms, support and handling information, operational events, calculations, payments, concerns, changes and closure. Incidental duplicate copies need no artificial separate responsibility record.
- The whole-record party is responsible for keeping the complete account accurate, applicable and available and coordinating contributions and corrections. A file holder, contact or task list alone is insufficient. Naming that party does not transfer another party's legal duties or establish ownership of data.
- One person, team or organisation can perform several functions if identity and scope are clear. A maintained paper list or dependable references across systems can support position 3. Names, job titles, data-entry permissions or memory alone do not establish actual source or approval authority; protected underlying material need not be disclosed without restriction.
- Identify who held each role at the relevant time, including after people or providers change and through closure and later examination. Use concrete committed arrangements in Planned mode and the actual declared arrangements in Ongoing mode;

future events need not already have occurred.

- Position 1 requires genuine best effort and a known wider limitation. Unknown material facts, mandatory failures or no genuine effort leave the item unresolved. Lack of a formal warranty alone does not lower a supported higher position.
- Use the weakest supported position across the material scope or separate genuinely different populations. Do not average; an unresolved material component leaves the combined response unresolved. Naming an approver, communicator or resolver does not prove that approval, receipt or resolution occurred.

The cited agency, tax, immigration and procurement sources retain their own scope and timing. Whole-record accountability is a WEQF criterion; the grade does not verify an actual record, lawful authority in a disputed case or delivery.

Source references

CSU-CHAIN-03

Agency Workers Regulations 2010 and official guidance (reg 14; official guidance section 8)

CSU-CHAIN-05

Finance Act 2026, section 24 and ITEPA 2003, Part 2, Chapter 11

CSU-CHAIN-06

HMRC, PAYE rules for labour supply chains that include umbrella companies (What this means for you: agency/end client and umbrella company)

CSU-RTW-02

Border Security, Asylum and Immigration Act 2025, section 48 (as enacted, opening passages, printed pp. 46-47)

CSU-RTW-04

Immigration (Restrictions on Employment and Residential Accommodation) (Prescribed Requirements

Q82 continues on the next page.

Q82 / Q-E-005 - continued

Evidence

Sources and responsibility for the engagement-record

Source references - continued

and Codes of Practice) (Amendment) Regulations 2026 (2026 No. 700, title, commencement and opening provisions, printed pp. 1-2)

CSU-PROC-01

Procurement Act 2023 (ss 52 and 71)

CSU-WAL-01

Social Partnership and Public Procurement (Wales) Act 2023 (s 32: Workforce Code statutory setting)

CSU-WAL-04

Welsh Government, Public services outsourcing and workforce code (Social Public Workforce Clauses 5 and 6, printed pp. 16-17)

CSU-CTX-06

Augscape R&D, AMTF-001 - Fragmented Market Truth and Retrospective Data Dependency (source PDF)

Q83 / Q-E-002

Evidence

Preparation of the engagement-record before work

Companion explanation

Q-E-002 assesses when the individual is provided with the full defined set of engagement-record information and supporting materials, and when their acceptance is recorded. Position 3 requires the full set before the individual first accepts the engagement and recorded acceptance before work begins. Position 2 completes the set and records acceptance before work, although some information is supplied when or after acceptance. Position 1 describes a best effort where the full set or recorded acceptance is incomplete or late, while all applicable legal requirements are met. The full-set scope includes applicable prerequisite materials, every offer and condition, handling arrangements, responsible contacts and suitable wider context.

Choosing an answer

Compare four points: provision of the complete set, first acceptance, recording of that acceptance and the start of affected work. Position 3 requires the full set strictly before first acceptance; completing it at acceptance cannot qualify. Every position preserves applicable legal duties and earlier deadlines.

Position / grade	What distinguishes it
1 / C	The engaging party provides legally required engagement-record information on time and makes a best effort to provide the full set of information and materials and record the individual's acceptance before work begins, but this is not guaranteed.

Position / grade	What distinguishes it
2 / B	The engaging party provides the full set of engagement-record information and materials and records the individual's acceptance before work begins, although some information is provided when or after the individual accepts the engagement.
3 / A	The engaging party provides the full set of engagement-record information and materials before the individual accepts the engagement and records their acceptance before work begins.

Examples

Position 1 / C | The employer provides legally required engagement-record information on time and makes a best effort to provide the full set before work, but this is not guaranteed because wider benefit-claim instructions and responsible contacts are sometimes supplied after the first day where lawful.

Position 2 / B | The individual accepts a directly employed two-week role before receiving all scheduling, expense-claim and suitable project information, but the full set is supplied and the individual's acceptance recorded before the first shift.

Position 3 / A | Before the individual accepts the assignment, the agency provides the full set, including assignment details, applicable shifts, pay, entitlements, handling instructions, responsible contacts and suitable project linkage, and records acceptance before the first shift.

Q83 continues on the next page.

Preparation of the engagement-record before work

Boundaries and qualifications

- The examples assume all applicable legal duties, checks and earlier deadlines are met. Any later provision or recording in position 1 must be lawful, with genuine best effort. Positions 2 and 3 require actual acceptance recorded before work; position 3 also requires the whole set before first acceptance.
- The full set covers all reasonably preparable legal and prerequisite materials; parties, responsibilities and contacts; work, location, dates and scheduling; pay, taxes, deductions, expenses and charges; every applicable offer or absence of support and its conditions; access, approval, payment, change and challenge procedures; terms, policies and supporting materials, including ending and settlement; and suitable wider project or organisational context.
- Material that could reasonably have been prepared or obtained before work remains in scope even if unwritten. Existing rules for later claims belong in the set; genuinely later-dependent hours, calculations, payments and events are added when they arise. Internal drafts alone are not provision to the individual; the information must be issued in a usable form.
- Acceptance is the individual's first agreement to undertake the engagement, including oral agreement. Receipt or acknowledgement alone is not acceptance. Record the actual acceptance, its date and the arrangement accepted. A later signature does not reset first acceptance, and no signature or software timestamp is universally required.
- Several deliveries can qualify; the set is complete when its last required element is provided. Later central filing of information issued on time does not change that timing.

Protected supporting detail may use an appropriate form, but information that must be supplied cannot be withheld.

- Apply the test to each materially different assignment or change and the affected work or period. Use concrete committed arrangements in Planned mode and actual arrangements and records in Ongoing mode. Later improvement does not erase an earlier material failure, and distributed responsibility does not extend deadlines.
- Use the weakest supported position across the material scope or separate assessments. Unknown facts, mandatory failures or no genuine effort leave the affected response unresolved. Do not backdate, presume acceptance or use absence of a formal guarantee to lower an otherwise qualifying arrangement.

The full-set and strict first-acceptance criteria are WEQF requirements, distinct from each source's applicable legal deadlines. The grade does not independently verify contractual validity, the record or delivered support.

Source references

CSU-CORE-01

Employment Rights Act 1996 (s 1; written-particulars guidance and Employment contracts: overview, Accepting a contract)

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (regs 13A and 20(1); original instrument printed p. 11, with regs 18-19 for context)

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards (rules 15 and 20; original Schedule paras 15 and 20, printed pp. 8-11; licensing standards 7.2-7.3)

Q83 continues on the next page.

Q83 / Q-E-002 - continued

Evidence

Preparation of the engagement-record before work

Source references - continued

CSU-RTW-01

Immigration, Asylum and Nationality Act 2006, Part 2 (Checking a job applicant's right to work: opening requirement, original documents and recording the check date)

CSU-RTW-02

Border Security, Asylum and Immigration Act 2025, section 48 (as enacted, printed pp. 46-47)

CSU-RTW-04

Immigration (Restrictions on Employment and Residential Accommodation) (Prescribed Requirements and Codes of Practice) (Amendment) Regulations 2026 (2026 No. 700, title, making, commencement and opening provisions, printed pp. 1-2)

CSU-CTX-06

Augscape R&D, AMTF-001 - Fragmented Market Truth and Retrospective Data Dependency (source PDF)

Q84 / Q-E-009

Evidence

Control of engagement-record processing

Companion explanation

Q-E-009 looks at who handles the information in the shared engagement-record, how much of that processing the engaging party controls, and how the work can be explained afterwards. It covers pay and deductions, entitlements, expenses, support decisions and other material engagement outcomes. At position 1, the engaging party processes some data internally and trusts third parties with other parts, without satisfying the documented independent checking described in position 2. At position 2, it also independently examines the external processing and retains records of those checks. The checks consider how the relevant rules and inputs produce results, including material exceptions and any follow-up.

At position 3, the engaging party handles and controls the processing itself, with any external operational support limited to reputable software, and preserves how results are produced. An external managed service remains third-party processing even if it is transparent, well run or uses the same software that an internal team could operate.

Choosing an answer

Select the highest position wholly true across all material processing for which the identified engaging party is accountable. Positions 1 and 2 both require some internal processing and some third-party processing. Independent checks and retained records of those checks distinguish position 2.

Position
/ grade

What distinguishes it

1 / C

The engaging party processes some engagement-record data internally and trusts third parties to process other parts.

2 / B

The engaging party processes some engagement-record data internally and uses third parties for other parts. The engaging party also independently checks the third party processing and keeps records of those checks.

3 / A

The engaging party handles and controls all engagement-record processing itself and records how results are produced, with external support limited to reputable software such as payroll, accounting or compliance applications.

Examples

Position 1 / C | An employer maintains staff details and approved hours internally and trusts a payroll bureau to calculate pay and deductions, without independently checking and recording how the bureau performs that processing.

Position 2 / B | The engaging party manages assignment terms and approved inputs internally while a provider calculates pay and expenses, and independently checks the provider's calculations and exceptions and keeps records of those checks.

Position 3 / A | The engaging party runs all assignment-record processing itself using reputable hosted software, keeps control of the

Q84 continues on the next page.

Control of engagement-record processing

Examples - continued

inputs, calculations and approvals, and retains a traceable explanation of the resulting pay, expenses and other decisions.

Boundaries and qualifications

- The examples apply across all material processing in the assessed scope; payroll and expenses illustrate the method without limiting it to money. Include entitlement, support and other material decisions. The same engaging party remains the reference point if an adviser or another participant answers.
- Position 2 requires the engager's own scrutiny of how rules, inputs and material exceptions produce results, with records of the work checked, who checked it and when, the method, findings and any follow-up. Provider assurances or checking final totals alone are insufficient. A separate external auditor is not required; checking frequency must suit the processing and risk.
- A provider running payroll or administering records performs third-party processing, even with full transparency, audit rights or the same software used internally. Any material third-party processing prevents position 3. Supplying original hours or other facts alone does not count as taking over processing; another party's separate statutory functions remain outside the engager's control.
- Position 3 requires control over inputs, instructions, rules, exceptions, approvals and decisions, with a durable, attributable explanation of rules and versions, checked inputs, calculations or decisions, results, communications and corrections. Software must be suitable, dependably supported and permit that control and explanation; a recognised brand alone is insufficient. Hosting, technical maintenance and support

are permitted, and fully internal manual processing can also qualify.

- For a known mix of internal and external work, position 1 remains available when checks or their records are incomplete, even if the engager gives instructions or performs some reviews. Every material external process must meet both checking conditions for position 2; there is no minimum internal-processing percentage or universal checking interval.
- A wholly internal arrangement lacking the control or explanation required for position 3 has no truthful lower answer. Internal handling alone does not earn A. Resolve unknown arrangements and leave unmatched cases unresolved; do not invent outsourcing or force a description that is untrue.
- Use known arrangements for the declared period or concrete commitments in Planned mode. Apply the highest wholly truthful position across the material scope, or separate genuinely different populations. Do not average positions or assume a stronger arrangement from software, a contract or corporate ownership alone.

This WEQF scale expresses a processing-control preference, not proof that internal processing is always more accurate. The grade does not guarantee results, remove liability or verify delivery. Tax, procurement and devolved-policy sources retain their own conditions; the waste source is an England-and-Wales analogy only.

Source references

CSU-CHAIN-07

HMRC, Examples of good practice for umbrella companies (actual hours, assignment-rate reconciliation, gross/net pay, deductions and supporting agency due diligence)

CSU-PROC-03

Cabinet Office, Guidance: Key Performance Indicators (agreed measures and assessment)

Q84 continues on the next page.

Q84 / Q-E-009 - continued

Evidence

Control of engagement-record processing

Source references - continued

CSU-PROC-04

Cabinet Office, Guidance: Contract Performance Notices (performance, breaches and remedial action)

CSU-PROC-08

Cabinet Office, PPN 002: Taking account of social value, including the current Social Value Model and Guide (Guide to using the Social Value Model, §§4.1-4.4)

CSU-WAL-04

Welsh Government, Public services outsourcing and workforce code (subcontract monitoring and Annex clauses 5.4 and 6.1)

CSU-WAL-05

Welsh Government, Model social public works clauses and explanatory notes (public works explanatory notes paras 35-39)

CSU-SCO-02

Scottish Government, Procurement Reform Act statutory guidance, including Fair Work First (chapter 5)

CSU-SCO-03

Scottish Government, SPPN 1/2024: Fair Work First implementation and current Fair work practices procurement guidance (updated procurement guidance; Contract and supplier management: reviews and supporting information)

CSU-CHAIN-05

Finance Act 2026, section 24 and ITEPA 2003, Part 2, Chapter 11 (ITEPA ss 61Y, 61Z and 61Z1; Finance Act 2026 s 24(2); HMRC ESM2420 and ESM2440)

CSU-CHAIN-06

HMRC, PAYE rules for labour supply chains that include umbrella companies (What this means for you)

CSU-CHAIN-11

Finance Act 2004, Part 3 - Construction Industry Scheme (ss 62A-62C, 66(3A), 72A-72C; Finance Act 2026 ss 220 and 222; HMRC CISR85060)

CSU-CHAIN-18

HMRC, Advice on applying supply chain due diligence principles to assure your labour supply chains (Check, Act, Review; guidelines on records of checks, payroll outsourcing, contractual information and supply-chain scrutiny)

CSU-CTX-16

Kittel and Recolta Recycling, joined cases C-439/04 and C-440/04, judgment 6 July 2006 paras 51, 56, 59-61; HMRC VATF52200

CSU-CTX-17

Environmental Protection Act 1990 s 34(1), as explained by the Waste duty of care code of practice §§2.4 and 3.4-3.6

Q85 / Q-E-008

Evidence

When engagement events are recorded

Companion explanation

The engagement-record tells the story of the engagement as well as holding its terms and supporting materials. Q-E-008 asks when the events in that story become a reliable, traceable record. Position 1 describes a best effort to reconstruct the history when it is needed. Position 2 describes a history built at regular intervals after the events. Position 3 describes entries created as each event happens or shortly afterwards. The date an event happened and the date it was first recorded should remain distinguishable when they differ. A later report can present an existing history without recreating it. This question applies to the same engagement-record defined before the Evidence section.

Choosing an answer

Assess when the first traceable entry exists for each important event. A later report or payroll run does not lower a history that was already recorded promptly.

Position / grade	What distinguishes it
1 / C	The engaging party makes a best effort to reconstruct engagement-records and event history when needed or requested, but regular or contemporaneous record-keeping is not guaranteed.
2 / B	The engaging party creates a traceable engagement-record event history at regular intervals, such as weekly or monthly, by bringing together information about events that have already happened.

Position / grade	What distinguishes it
3 / A	The engaging party records each important event in the engagement-record as it happens or shortly afterwards, showing when it happened, where the information came from, its status and any related approval or outcome.

Examples

Position 1 / C | When a question arises about a permanent employee's support requests or training, the employer makes a best effort to piece together the history from messages, notes and recollection, but regular or contemporaneous recording is not guaranteed.

Position 2 / B | Each week the engaging party gathers information about assignment events and creates a dated history linked to the individual and engagement, recording the sources, status and decisions; this history was not established as the events occurred.

Position 3 / A | A small employer records each important event on a dated paper log as it happens or shortly afterwards, identifying its source, engagement, status and related decision, and preserves the order of the entries and their supporting references.

Boundaries and qualifications

- The examples describe the recording method across all material events in scope. Include acceptance and commencement, work, absence, cancellations, expenses, training, incidents, eligibility changes, requests, concerns, decisions, payments, remedies and closure where they affect the engagement.

Q85 continues on the next page.

When engagement events are recorded

Boundaries and qualifications - continued

- A traceable entry identifies what happened, its date and time, the actor or originating source, the engagement, status and related approval or outcome, with the sequence clear. A data-entry account alone may not identify who acted. Distinguish the event time from the actual first recording time when they differ; an earlier event date entered later does not make recording prompt.
- Contemporaneous means recorded as the event happens or shortly afterwards, as part of handling it; no universal number of minutes or hours is prescribed. Qualifying entries may already exist in reliably linked source records. Later import, collation, reconciliation, weekly approval, monthly payroll or an audit pack does not change their original timing. Notes first made traceable in a regular later review support position 2.
- Record a request and its pending status when it arises, then link the approval, refusal, payment or other outcome when that later event occurs. Do not wait for the final outcome before recording the request.
- Paper, digital and mixed records use the same criteria. One organisation or one log can qualify; extra contributors, an independent second signature, automation or a software brand are not required. Sensitive information can remain in a protected case file with an appropriate timely, traceable reference and status.
- Use known operating arrangements or concrete commitments for Planned work. Position 1 requires genuine best effort and a known limitation; unknown arrangements, no effort or an otherwise unmatched case remain unresolved. Absence of a formal warranty alone does not lower a qualifying arrangement, and automatic timestamps alone do not prove an event's truth or completeness.

- Choose the highest position wholly supported across all material events, using the weakest material arrangement or separating genuinely different populations. Promptly recorded hours alone do not establish position 3 if other important history is reconstructed later. Do not average.
- This item measures initial event capture. It does not determine decision speed, calculation accuracy, whole-record availability, later change controls or long-term retrieval. A correction must not make a late original entry appear contemporaneous.

The timing ladder is a WEQF criterion. Source-specific recording and reporting duties retain their own scope; they do not prescribe universal immediate digital capture. The grade does not verify an event or its outcome.

Source references

CSU-PAY-02

Working Time Regulations 1998 (regs 9(1)-(3) and 16B(1)-(2); Employment Rights Act 2025 s 35, printed pp. 72-73; Acas Keeping records)

CSU-PAY-03

Employment Rights (Amendment, Revocation and Transitional Provision) Regulations 2023 (SI 2023/1426 reg 7, amending Working Time regulation 9)

CSU-PAY-05

Employment (Allocation of Tips) Act 2023, Code of Practice Regulations 2024 and current statutory Code of Practice (statutory Code paras 41-45)

CSU-EQS-11

Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (reg 12; Schedule 1, Parts 1 and 2)

CSU-CHAIN-07

HMRC, Examples of good practice for umbrella companies (actual hours, accurate payroll, agreed payment frequency, signed timesheets and reconciliation statements)

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and

Q85 continues on the next page.

Q85 / Q-E-008 - continued

Evidence

When engagement events are recorded

Source references - continued

Fair Work Agency licensing standards (rules 22-25: Schedule paras 22-25, printed pp. 12-13; licensing standards 7.3-7.4)

CSU-DATA-02

HMRC, PAYE recordkeeping guidance, The Pensions Regulator automatic-enrolment records guidance and GOV.UK staff records and data protection (HMRC Keeping records; The Pensions Regulator, ongoing duties, recordkeeping section)

CSU-PROC-04

Cabinet Office, Guidance: Contract Performance Notices (paras 8 and 19 on periodic KPI assessment and publication)

CSU-CTX-06

Augscape R&D, AMTF-001 - Fragmented Market Truth and Retrospective Data Dependency (source PDF) (sections 3 and 17.2-17.4; section 17.6 for the correction-history boundary)

Q86 / Q-E-010

Evidence

Keeping earlier information and explaining changes

Companion explanation

Q-E-010 asks what remains available after important engagement information is changed or corrected. The current information may be correct in all three positions; the difference is whether the earlier information is kept and whether the change can be explained. Position 1 describes an effort to keep old information without reliable preservation. Position 2 keeps both the old and new information but leaves gaps in the explanation. Position 3 keeps both and explains who made or approved the change, when, why and any action taken as a result.

This applies to legitimate changes as well as mistakes. Examples include a pay rise, a changed working pattern, a corrected expense decision or corrected hours. The supporting detail depends on the change: a pay correction can require a link to adjusted pay, while a contact-detail update normally has no pay adjustment. Existing requests, approvals, notices and revised calculations can provide the explanation through clear links.

Choosing an answer

Assess whether the earlier and replacement information is reliably kept and whether each change has the applicable explanation. Correct current information alone does not establish the higher positions.

Position / grade	What distinguishes it
1 / C	The engaging party updates the engagement-record and makes a best effort to keep the old information, but this is not guaranteed.

Position / grade	What distinguishes it
2 / B	The engaging party keeps the old and new information in the engagement-record, but does not always keep the details explaining each change.
3 / A	The engaging party keeps the old and new information in the engagement-record and records who made or approved each change, when, why and any action taken as a result.

Examples

Position 1 / C | The engaging party corrects an assignment's hours from 35 to 37 and tries to keep the earlier timesheet, but only the corrected figure may remain.

Position 2 / B | The engaging party keeps the 35-hour and 37-hour timesheets, but the explanation of who corrected the hours, why or what happened to the pay calculation is incomplete.

Position 3 / A | The engaging party keeps both timesheets with the approved correction, the date it was recorded, the work period, the reason and the resulting pay adjustment and notification.

Boundaries and qualifications

- The examples concern appropriate changes and resulting actions; they do not determine legal status or entitlement. Include material changes to work, pay, terms, responsibilities, calculations, decisions, outcomes and supporting evidence. Legitimate changes such as a pay rise count as well as

Q86 continues on the next page.

Keeping earlier information and explaining changes

Boundaries and qualifications - continued

corrections; formatting-only edits ordinarily do not.

- Positions 2 and 3 require identifiable old and new information linked to the same changed item. Earlier information must be distinguishable as historical, superseded or corrected. Backups alone do not establish this if particular old and new values cannot reliably be identified.
- For position 3, identify the person who made or approved the change, or an identifiable authorised process and its governing instruction. Keep the actual recording date, the effective date or affected work period where different, the reason and applicable agreements, approvals, notices and resulting actions. A correction recorded in August can legitimately affect July work if both dates and the history remain clear.
- Requests, approvals, notices and revised calculations can supply the explanation through clear links. Retain the detail and follow-up that apply to the change; a contact update need not invent a pay adjustment or acceptance. If both old and new information survive but an applicable explanation, notice, agreement or resulting correction is missing, position 2 may describe the history; any separate obligation issue retains its existing treatment.
- Paper, digital and provider-held records can meet the same conditions. One file, a particular application or direct internal processing is not required. An automatic edit log with user names and timestamps may still lack the reasons or resulting actions needed for position 3.
- If no changes have occurred, assess the arrangements actually in place or concrete Planned-mode commitments. No changes

does not automatically justify position 3 or create a not-applicable answer. Position 1 requires updating and genuine effort to keep earlier information; unknown facts, no effort and unmatched arrangements remain unresolved.

- Use the highest wholly truthful position across all material changes, or separate genuinely different populations. If earlier information is not reliably preserved, positions 2 and 3 are unavailable. If old and new information survive but some material explanations are incomplete, use position 2. Do not average or treat the absence of a warranty as a lower position.
- This item concerns what survives a change, without adding a correction-speed scale or an indefinite-retention requirement. It does not separately assess the benefit of the change, error-prevention checks, initial event capture or retrieval speed.

The change-history spectrum is a WEQF criterion. Employment, agency, licensing, data and procurement sources keep their own scope and conditions; the grade does not verify that a change was lawful or that a resulting action was delivered.

Source references

CSU-CORE-01

Employment Rights Act 1996 (s 4; Dismissal and Re-engagement Code para 37 and footnote 12)

CSU-VCR-05

Statutory Code of Practice on Dismissal and Re-engagement and commencement instrument (Code paras 6-11, 22-24 and 36-37)

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (regs 14(4)-(5) and 15, as-made text printed p. 8; Schedule 4 para 3)

Q86 continues on the next page.

Keeping earlier information and explaining changes

Source references - continued

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards (Schedule paras 15(3)-(4), 16(4), 22(c) and 23(h); licensing standard 7.3)

CSU-DATA-01

Data Protection Act 2018, UK GDPR, Data (Use and Access) Act 2025 and ICO employment information

guidance (UK GDPR accuracy and rectification; ICO accuracy guidance on historical information, records of mistakes and reasonable steps)

CSU-PROC-04

Cabinet Office, Guidance: Contract Performance Notices (paras 35-36 and 38-40)

CSU-CTX-09

Augscape R&D, SLTE-002 - Supply-Line Transaction Evidence (source PDF)

Q87 / Q-E-011

Evidence

Keeping records and protecting against loss

Companion explanation

Q-E-011 looks at what happens to the engagement-record over time and how it is protected against loss. Position 1 keeps the records that must be retained and describes a real effort to keep the wider record. Position 2 reliably keeps the full record for defined and lawful periods and can provide it when needed. Position 3 adds separate, protected backups covering that full retained record.

Defined periods means the engaging party knows what it will keep, for how long and why. Different information may have different expiry dates. Lawful deletion or anonymisation when information is no longer needed does not lower the answer; keeping unnecessary personal information does not improve it.

Choosing an answer

First establish which information is due for retention and its lawful periods. Position 3 adds complete backup protection to position 2's full retention and later provision; longer retention alone earns no higher position.

Position / grade	What distinguishes it
1 / C	The engaging party keeps legally required records for the required periods and makes a best effort to retain the wider engagement-record, but this is not guaranteed.
2 / B	The engaging party keeps the full engagement-record for defined and lawful periods and can provide it when required.

Position / grade	What distinguishes it
3 / A	The engaging party keeps the full engagement-record for defined and lawful periods and maintains separate, protected backups so it can be recovered if the originals are lost, damaged or unavailable.

Examples

Position 1 / C | After an employee leaves, the employer keeps the legally required records for their required periods and tries to retain the wider file, but older supporting communications are not always kept.

Position 2 / B | The engaging party retains the complete assignment file, including terms, work records, payments and closure information, for defined and lawful periods, but backups cover only some parts.

Position 3 / A | The employer retains the full employee file for defined and lawful periods and maintains protected backup copies separately, including the supporting documents, so it can recover the file if normal copies are lost.

Boundaries and qualifications

- The examples assume applicable legal retention, access and security duties are met. Any uncertain wider retention at position 1 concerns justified information whose retention is not separately mandatory in that example. Mandatory failures cannot be treated as permission to choose position 1; applicable legal safeguards and testing duties remain at every position.
- Full retention covers the lifecycle record: governing terms, parties and responsibilities,

Q87 continues on the next page.

Keeping records and protecting against loss

Boundaries and qualifications - continued

supporting documents, issue and acceptance, work and requests, decisions, calculations and payments, concerns, changes and closure. Keep the supporting history and relationships needed to interpret it. A common document can serve several engagements if its applicable version and connection survive. Backups cannot recreate information never recorded.

- Use known retention periods and starting points for each information class, including justified needs after closure. No single period applies to everything. Lawful expiry, deletion or anonymisation does not lower the answer, and backup copies remain subject to lawful disposal or restriction. Backup generations may rotate if all information still due for retention remains protected and recoverable.
- At position 3, maintained backups cover the full retained record, including documents and attachments. A payroll-only backup, a second folder on the same device, synchronisation that repeats deletion, or links to lost originals is insufficient by itself. Separation must protect recovery from the loss affecting the originals. The necessary access and credentials must remain available so the contents and relationships can be recovered in readable, usable form.
- Backup coverage must follow additions and changes through a known routine suited to the record. There is no universal backup interval, recovery-time target, number of copies, storage location or zero-loss promise. Paper duplicates, scans and digital arrangements use the same coverage, protection and recovery criteria.
- Archives and backup providers can qualify, but a cloud label or generic supplier assurance alone is insufficient. Know what is retained, protected and recoverable, including when ordinary access changes. Authorised

provision can use suitable copies, exports or views and relevant redaction or restrictions; instant delivery, public disclosure and operation without another party's help are not additional criteria here.

- No prior loss, completed recovery exercise or routine recovery-check report is an extra questionnaire condition. Assess known arrangements in Ongoing mode and concrete commitments in Planned mode; an ambition to arrange backups later does not establish position 3. Applicable independent legal duties still apply.
- Use the highest wholly truthful position across the material scope or separate genuinely different populations. Full lawful retention with only partial backup protection supports position 2. Position 1 requires mandatory retention plus genuine wider effort. Unknown periods, coverage or recovery routes, no wider effort and unmatched arrangements remain unresolved; do not average, force a lower answer or create a not-applicable option.

These retention and backup positions are WEQF criteria. Each recordkeeping regime retains its own scope. Present availability, direct processing and the original quality of a change history are separate questions; this grade does not certify the record or its recovery.

Source references

CSU-PAY-02

Working Time Regulations 1998 (reg 9, read with SI 2023/1426 reg 7)

CSU-PAY-03

Employment Rights (Amendment, Revocation and Transitional Provision) Regulations 2023 (SI 2023/1426 reg 7, Part 3, printed pp. 9-10)

CSU-PAY-05

Employment (Allocation of Tips) Act 2023, Code of Practice Regulations 2024 and current statutory Code of Practice (statutory Code paras 41 and 43-45; Employment Rights Act 1996 s 27J referenced there)

Q87 continues on the next page.

Q87 / Q-E-011 - continued

Evidence

Keeping records and protecting against loss

Source references - continued

CSU-CHAIN-02

Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Key Information Document guidance (reg 29(1)-(6), as-made PDF p. 19)

CSU-CHAIN-13

Gangmasters (Licensing Conditions) Rules 2009 and Fair Work Agency licensing standards (rule 25: Schedule para 25(1)-(2), as-made PDF p. 13)

CSU-DATA-01

Data Protection Act 2018, UK GDPR, Data (Use and Access) Act 2025 and ICO employment information guidance (UK GDPR Articles 5(1)(e)-(f) and 32; ICO storage-limitation and data-security guidance on restoration, backups and testing)

CSU-DATA-02

HMRC, PAYE recordkeeping guidance, The Pensions Regulator automatic-enrolment records guidance and

GOV.UK staff records and data protection (HMRC Keeping records and If your records are lost, stolen or destroyed; GOV.UK employee-data guidance on safe storage and necessary retention)

CSU-PROC-02

Procurement Regulations 2024 (reg 39, as explained in Contract Performance Notices guidance)

CSU-PROC-04

Cabinet Office, Guidance: Contract Performance Notices (paras 3-8, 16 and 19-21)

CSU-WAL-04

Welsh Government, Public services outsourcing and workforce code (Monitoring implementation, printed pp. 8-9; Social Public Workforce Clauses 6.1, printed p. 17)

CSU-CTX-09

Augscape R&D, SLTE-002 - Supply-Line Transaction Evidence (source PDF)