

Changing Security Contractor: Staff Transfer Rules in the UK, France, Spain and Italy

TUPE, France's Annexe VII, Spain's subrogación and Italy's clausola sociale: how guard transfers work when you change security contractor.

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Why staff transfer rules shape every security tender

This article is general information, not legal advice.

When a client replaces its security contractor, the guards on site do not always leave with the outgoing company. In the UK, France, Spain and Italy, legislation or sector collective agreements can require the incoming contractor to take over some or all of the staff assigned to the contract.

For buyers, this matters in three ways. It affects bid prices (the incoming provider may inherit existing pay and seniority), it affects the transition timetable (documents and lists must be exchanged within set deadlines) and it affects service continuity. The rules differ significantly by country, so each national lot needs its own analysis, checked by local employment counsel.

United Kingdom: TUPE and service provision changes

The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) cover "service provision changes", which include a contract passing from one contractor to another. Under regulation 3, the conditions include an organised grouping of employees in Great Britain whose principal purpose is carrying out the activities for the client, and an intention that the activities continue after the change. Single events or short-term tasks are excluded.

Where TUPE applies, regulation 4 provides that the employment contracts of assigned employees continue with the new employer, and the outgoing employer's rights, duties and liabilities under those contracts transfer. Changes to terms are void if the sole or principal reason is the transfer, subject to limited exceptions.

Under regulation 11, the outgoing employer must give the incoming one "employee liability information" (including identity, age, particulars of employment, recent disciplinary and grievance matters and claims) not less than 28 days before the transfer. Note that the regulation 3 conditions quoted refer to Great Britain; the position in Northern Ireland should be checked separately.

France: Annexe VII of the security sector agreement

In France, staff takeover on a change of contractor is governed by the national collective agreement for prevention and security companies (IDCC 1351), through the agreement of 5 March 2002 on staff takeover (Annexe VII), as amended notably by an amendment of 28 January 2011. It applies only where a contract passes from one provider to another, for public and private clients alike.

Under the amended text, eligible employees must, among other conditions, spend more than half of their working time on the outgoing perimeter, have worked at least 900 hours there over the previous nine months (pro rata for part-time), hold a valid professional card and the required training, and be on a permanent contract. The incoming company must take over all eligible employees with at least four years of contractual seniority and 85 percent (rounded down) of the other eligible employees.

Deadlines are short: the incoming contractor notifies the outgoing one within five working days, and the outgoing contractor then sends the list of transferable staff, with supporting documents such as the last nine payslips, within ten working days. Transferred employees keep their seniority, classification and base pay. Aviation security follows a separate annex.

Spain and Italy: subrogación and the clausola sociale

In Spain, the Convenio colectivo estatal de empresas de seguridad, registered by resolution of 8 April 2026 and published in the BOE on 18 April 2026, covers 2026 to 2030. Article 14 sets the general rule on subrogación de servicios, and applies whether the client is public or private.

For guarding and related services (article 15), the incoming company must take on workers with at least seven months of real seniority on the service immediately before the change, whatever their contract type. Article 17 lists the documents the outgoing company must provide (staff list, payslips for the last 12 months, Social Security records, contracts, professional cards, shift rosters) at least five working days before the new contractor starts, or immediately and no less than 24 hours before start if notice was shorter.

In Italian public procurement, article 57 of the Public Contracts Code (Legislative Decree 36/2023, as amended by Legislative Decree 209/2024) requires contracting authorities to include social clauses in tenders for works and non-intellectual services. These clauses are mandatory requirements of the offer and aim, among other things, at employment stability for the staff employed and the application of the relevant national and territorial collective agreements.

Private contracts are governed by the national collective agreement for private security and fiduciary services (CCNL vigilanza privata e servizi fiduciari). The 2013 renewal text, in articles 26 to 27 bis, required notice of a contract change to unions and authorities, direct hiring of existing staff by the incoming firm without a probationary period, and a meeting where the new contract needs fewer staff. Check the version currently in force before relying on these details.

Practical checklist for buyers

A short comparison helps national teams align before a re-tender.

- UK: TUPE (service provision change); employee liability information at least 28 days before transfer.
- France: Annexe VII of IDCC 1351; 100 percent of eligible staff with 4+ years' seniority, 85 percent of others; short notification deadlines.
- Spain: articles 14 to 18 of the 2026 to 2030 state agreement; seven months on the service; documents at least five working days before start.
- Italy: article 57 of Legislative Decree 36/2023 for public tenders; CCNL change-of-contract rules for private contracts.
- In every country: request anonymised staff data in the tender pack, build transfer timelines into mobilisation and take local legal advice.

How IPN approaches this

Because each IPN member is a national company operating under its own country's rules, staff transfer obligations are analysed and priced locally rather than averaged across a region. We recommend that clients confirm the analysis with their own employment counsel in each jurisdiction.

Sources

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