**Zero Hours Contract for Casual Worker**

*[ON HEADED NOTEPAPER OF [THE EMPLOYER]]*

[ADDRESSEE]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME],

Background

The Company cannot always predict the exact staffing levels it will require. The Company therefore requires casual workers [because of the fluctuating demands of the business] and it is entering into this agreement to record the terms on which a casual work relationship is entered into.

# Status of this agreement

This contract governs your engagement from time to time by [NAME OF EMPLOYER] (Company) as a casual worker. This is **not** an employment contract and does not confer any employment rights on you (other than those to which workers are entitled). In particular, it does not create any obligation on the Company to provide work to you and, by entering into this contract, you confirm your understanding that the Company makes no promise or guarantee of a minimum level of work to you and you will work on a flexible, "as required" basis. It is the intention of both you and the Company that there be no mutuality of obligation between the parties at any time when you are not performing an assignment.

# Company's discretion as to work offered

It is entirely at the Company's discretion whether to offer you work and it is under no obligation to provide work to you at any time.

The Company reserves the right to give or not give work to any person at any time and is under no obligation to give any reasons for such decisions.

# No presumption of continuity

Each offer of work by the Company which you accept shall be treated as an entirely separate and severable engagement (an assignment). The terms of this contract shall apply to each assignment but there shall be no relationship between the parties after the end of one assignment and before the start of any subsequent assignment.

The fact that the Company has offered you work, or offers you work more than once, shall not confer any legal rights on you and, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

# Arrangements for work

If the Company wants to offer you any work it will [DETAILS OF HOW THE WORKER WILL BE NOTIFIED AND WHAT INFORMATION WILL BE GIVEN]. [You are expected to be available for work offered by the Company when it is offered to you **OR** You are under no obligation to accept any work offered by the Company at any time]. If you accept an assignment, you must inform the Company immediately if you will be unable to complete it for any reason.

[The Company reserves the right to terminate an assignment at any time for operational reasons. You will be paid for all work done during the assignment up to the time it is terminated.]

[In order to assist the Company in organising work, please complete the personal information sheet attached to this contract and return to [POSITION] by [DATE]. It is your responsibility to inform the Company of any changes to these details.]

# Work

The Company may offer you work from time to time as [DETAILS OF ANTICIPATED POSITION(S)]. [If you accept any offer of work, your duties will include [SPECIFIC REQUIREMENTS] [and you will usually report to [POSITION]].] The precise description and nature of your work may be varied with each assignment and you may be required to carry out other duties as necessary to meet business needs. You will be informed of the requirements at the start of each assignment.

[Before offering you an assignment the Company will require certain documents from you in order to satisfy itself that you are legally entitled to work in the UK.]

You confirm that you are legally entitled to work in the UK without any additional immigration approvals and agree to notify the Company immediately if you cease to be so entitled at any time.

# Place of work

[During each assignment, your place of work will be [LOCATION] **OR** The Company may offer you work at various locations. You will be informed of the relevant place of work for each assignment].

# Hours of work

[During each assignment, your hours of work will be [DETAILS] **OR** Your hours of work will vary depending on the operational requirements of the Company. You will be informed of the required hours for each assignment].

[You will be entitled to an [unpaid] lunch break of [one hour] where your assignment requires you to work more than [six hours] in any one day.]

# Working time opt-out

Please complete the attached form to confirm whether you wish to opt out of the 48-hour limit on a week's work. If you do not opt out, the Company must ensure that it does not offer you work which would result in you working for more than 48 hours in any week. You must keep the Company informed of the hours that you work for third parties so that it can comply with this obligation.

# Pay

You will only be paid for the hours that you work. The Company's current rate of pay for casual workers is £[AMOUNT] an hour (gross). You will be paid [monthly] in arrears [on or about the [DATE] of each month] [directly into your bank account] for the hours worked in the previous month. The Company will make all necessary deductions from your salary as required by law [including pension contributions which may be required to be deducted when the new auto-enrolment regime applies to the Company] and shall be entitled to deduct from your pay or other payments due to you any money which you may owe to the Company at any time.

# [Other benefits

You will also be entitled to [INSERT DETAILS].

OR

You are not entitled to any benefits other than those set out in this agreement.]

# Holidays

Your holiday entitlement will depend on the number of hours that you actually work and be pro-rated on the basis of a full-time entitlement of [28] days' holiday during each full holiday year (including [all **OR** the usual eight] public holidays in England and Wales). The Company's holiday year runs between [DATE] and [DATE].

At the end of each assignment the Company will pay you in lieu of any accrued but untaken holiday for the holiday year in which the assignment ends. The amount of the payment in lieu will be calculated on the basis that each day of paid holiday equals [eight] times your hourly rate at the time of termination.

If you have taken more holiday than your accrued entitlement at the date that your assignment ends, the Company shall be entitled to deduct from any payment due to you one day's pay (on the basis that a day's pay equals [eight] times your current hourly rate) for each excess day.

# Sickness

## If you have accepted an offer of work but are subsequently unable to work the hours agreed, you must notify [POSITION] of the reason for your absence as soon as possible but no later than [TIME] on the first day of absence.

## If you satisfy the qualifying conditions laid down by law, you will be entitled to receive statutory sick pay (SSP) at the prevailing rate in respect of any period of sickness or injury during an assignment, but you will not be entitled to any other payments from the Company during such period. For SSP purposes, your qualifying day[s] will be [[SPECIFY DAYS] OR [Wednesday]].[The Company will inform you if you are entitled to SSP at the relevant time.]

# Pension

## [If you are eligible, we will enrol you automatically into our occupational pension scheme in accordance with our obligations under Part 1 of the Pensions Act 2008. Details of the scheme will be provided when you join the scheme. If you do not decide to opt out of automatic enrolment:]

### you will be required to make pension contributions to the scheme [at the level set out under Part 1 of the Pensions Act 2008 from time to time OR at [insert figure]% of your remuneration each year (divided into and payable in equal monthly instalments)] and you agree to us deducting such contributions from your remuneration each month;

### we will be required to make pension contributions to the scheme [at the level set out under Part 1 of the Pensions Act 2008 from time to time OR at [insert figure] % of your remuneration each year (divided into and payable in equal monthly instalments)];

### The scheme is subject to its rules as may be amended from time to time, and we may replace the scheme with another pension scheme at any time.

### If you are not eligible to be enrolled automatically, we will comply with any duties we may have in respect of you under Part 1 of the Pensions Act 2008 and will provide alternative pension scheme arrangements to the extent required by law.

# Training

## We offer [in-house and external ]training[ and, in some cases, time off work to undertake training,], subject to certain eligibility requirements and other conditions. Details of this training are set out in our training policy, as amended from time to time. The policy is available from [the HR department].

## [[*Set out which part(s) of the training is compulsory, eg We require you undertake compulsory induction training when you start working for us*]. We bear the cost of this training. OR All training is voluntary.]

## You are also required to complete training in relation to [set out details of compulsory and the timeframe within which worker is required to complete it], at your own expense.]

## OR

# [Training

## We do not provide any training entitlement and no compulsory training is required for this engagement.]

# Data protection

The Company will process personal data and sensitive personal data (also known as ‘special categories of personal data’)[ and criminal records data] relating to you in accordance with its [Data protection policy][ and] its [data protection privacy notice][ and its [criminal records information policy]], [available from [insert title] OR contained in the Staff Handbook].

[The Company may monitor staff in accordance with its policies relating to [email, internet and communications systems and monitoring at work], [available from [insert title] OR contained in the Staff Handbook].]

You will comply with your obligations under our data protection [policy OR policies] and other relevant policies[, including in relation to criminal records information, internet, email and communications, information security, bringing your own device (BYOD)].

[The Company [will OR may] transfer personal data and sensitive personal data outside the European Economic Area in accordance with the Company’s [data protection privacy notice].]

# Company rules and procedures

During each assignment you are required at all times to comply with the relevant Company rules, policies and procedures in force from time to time [including but not limited to [[INSERT REFERENCE TO RELEVANT RULES] **OR** those contained in the [casual] staff handbook, [a copy of which has been given to you **OR** which is available from [POSITION] **OR** which is available on our intranet]]].

# Confidential information

You shall not use or disclose to any person, either during or at any time after your engagement by the Company, any confidential information about the business or affairs of the Company [or any of its business contacts], or about any other matters which may come to your knowledge as a result of carrying out assignments. For the purposes of this clause, **confidential information** means any information or matter which is not in the public domain and which relates to the affairs of the Company [or any of its business contacts].

The restriction in this clause does not apply to:

### prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or

### use or disclosure that has been authorised by the Company or is required by law or in the course of your duties.

# Company property

All documents, manuals, hardware and software provided for your use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company.

Any Company property in your possession and any original or copy documents obtained by you in the course of your work for the Company shall be returned to [POSITION] at any time on request and in any event at the end of each assignment.

# Termination and Changing terms and conditions

If you [wish your name to be removed from the Company's staff bank of [zero hours] workers **OR** no longer wish to be considered for casual work by the Company] you should inform [the HR department] as soon as possible.

The Company may terminate this contract immediately by giving notice in writing to you if it reasonably considers that you have committed any serious breach of its terms or committed any act of gross misconduct. Non-exhaustive examples of gross misconduct include [dishonesty, theft, fighting, misuse of drugs or alcohol or any other acts or omissions which might bring the Company into disrepute].

The Company may review its requirement for casual workers from time to time and/or may update the terms on which it offers such work. In the event of any changes to the terms on which it is prepared to engage casual workers the Company may terminate this contract with immediate effect by giving notice in writing to you and you may, at the Company's absolute discretion, be offered a new contract for casual work.

For the avoidance of doubt, if the Company decides to terminate this contract you will not be entitled to any further payments from the Company other than any outstanding salary and holiday pay.

# [Totality of terms

This contract is intended to fully reflect the intentions and expectations of both parties as to our future dealings and in the event of any dispute regarding your engagement as a casual worker by the Company it shall be regarded as a true, accurate and exhaustive record of the terms on which we have agreed to enter into a casual work relationship. Any variation to this contract will only be valid where it is recorded in writing and signed by both parties [and no additional or modified terms should be implied by any other actions of you or the Company]. You confirm that you have read and understood the contents of this document [and have had the opportunity to take advice where necessary].]

# Governing law

This contract will be governed by the law of England and Wales.

Signed .....................................................

[NAME OF RECIPIENT]

Dated ........................................................

1. Personal information sheet

Completed information sheets should be returned to [POSITION]. The Company is unable to offer you any work until it has received this information sheet from you.

**Personal information**

Name:

Address:

Telephone number:

Mobile number:

E-mail address:

National Insurance number:

**Who do you wish us to contact in an emergency?**

Name:

Contact details:

**Bank account information**

Account name:

Name of bank:

Address:

Account number:

Sort code:

**Please specify any days and times you are NOT able to work for the Company:**

**Please specify the number of hours per week (if any) that you regularly work for other employers:**

**It is your responsibility to keep the Company informed of any changes to this information.**

Signed:

Dated:

1. Working time election form

*Please tick one of the boxes below and sign and date this form. Completed forms should be returned to [POSITION]. We are unable to offer you any work until we have received this form.*

[ ] I **wish to opt-out** of the 48-hour working week restriction under the Working Time Regulations 1998.

You may terminate this agreement by giving three months' written notice at any time.

[ ] I **do not** wish to opt-out of the 48-hour working week restriction under the Working Time Regulations 1998.

Signed:

Dated: