

<<Company Name>>

Terms and Conditions of Zero Hours

Employment Contract

<<Employee Name>>

<<Date>>

This document contains the main terms of your employment with the Company. Your employment is also subject to the terms contained in the letter offering you employment (the "Offer Letter"). If there should be any ambiguity or discrepancy between this document, the terms in the Offer Letter shall prevail.

This document contains the main terms of your employment which govern your employment with the Company. Your employment is also subject to the terms contained in the letter offering you employment (the "Offer Letter"). If there should be any ambiguity or discrepancy between this document, the terms in the Offer Letter shall prevail.

CONTRACT

- IT IS AGREED** as follows:

The following terms and conditions shall apply to the employment of the employee in accordance with the terms of the Employment Rights Act 2002, and Working Time Regulations 1998 and Age Discrimination Act 2006.

2.1 The Company has the right to assign your usual work and you agree that you may be available for such assignments when the need arises. Where the Company has a need for such assignments, it may offer you an "Assignment".

- 2.2 This Agreement provides the terms and conditions which will apply should you accept an Assignment by the Company. No legally binding commitment arises by the Company except an Assignment offered to you by the Company.
- 2.3 By accepting an Assignment, you are deemed that you have accepted all the terms and conditions of the Agreement.

3.1 Your period of continuing employment with the Company begins on the start date of an Assignment, and ends on the last day of the Assignment at the end of an Assignment. Unless it is expressly stated otherwise in writing to the contrary, no previous employment with the Company or any other employer will count towards your period of continuing employment with the Company.

- 3.2 This Agreement and the [REDACTED] [REDACTED] agreement whether verbal or written, given to you at any [REDACTED] [REDACTED]

4.1 Your hours of work in advance of each Assignment, and will be agreed in advance of each Assignment Agreement”.

- 2

- 4.3 You must use your normal hours of work to inform the Company when you are unable to work, and you are obliged to accept any Assignment offered to you.
- 5. Pay**
- 5.1 [You will be paid on the basis of hours actually worked. Your normal hourly rate will be £<< up to 30 Sep 2016, £4.92 if 18-20, at least £5.93 if 21 or over, from 1 Oct 2016, £4.92 if 18-20, at least £6.08 if 21 or over>> or such other rate as may be notified from time to time in writing.]
- OR
- [You will be paid on the basis of hours actually worked. Your normal hourly rate will vary according to the number of hours actually worked but shall not in any case be less than <<up to 30 Sep 2016, £3.64 if 16-17, £4.92 if 18-21, £5.93 if 21 or over, from 1 Oct 2016, £4.98 if 18-20, at least £6.08 if 21 or over>> per hour.]
- 5.2 Payment will be made in arrears <<by credit transfer>> after the deduction of any applicable National Insurance in respect of hours worked in the preceding period.
- 6. Holiday**
- 6.1 Workers are entitled to << >> working days holiday for each full leave year worked and public holidays.
- 6.2 Your actual holiday entitlement shall be determined pro-rata in accordance with the number of days actually worked.
- 6.3 This entitlement pro-rata shall include bank and public holidays which you may be required to work in accordance with the Assignment Agreement.
- 6.4 This holiday is to be booked in writing and authorised in writing by the Company and notified in writing to the Company before you commit to the Assignment. You should submit any requests for << >> weeks>> in advance.
- 6.5 [You will be paid for each day of holiday authorised by the Company at your normal hourly rate for each day of holiday.]
- 6.6 You will accrue holiday entitlement of 5.2nd of your annual entitlement for each complete week worked. Your entitlement shall be limited to taking leave actually accrued. However, if you terminate the Assignment [the leave year], where you have taken more holiday than you are actually entitled to, you will be required to compensate the Company for the excess holiday pay you have received. The Company may, at its discretion, elect to make a deduction from any money due to you to cover the excess holiday pay.
- OR
- [You will be paid for each day of holiday authorised by the Company at your normal hourly rate for each day of holiday.]
- << >> hours) that you have actually worked immediately preceding the holiday.
- << >> <<calendar months>> << >> <<calendar months>>

- 6.7 [Payments in lieu of holiday entitlement exceeding the statutory holiday entitlement at the discretion of the Company.]
- 7. Sickness**
- 7.1 You must not accept any payment in lieu of holiday entitlement. You must know that you will be unable to work any of the hours of your employment Agreement.
- 7.2 If after accepting any payment in lieu of holiday entitlement you are unable to work for any reason then you must contact the Company to inform them of the reason as soon as possible, ideally by << e.g. 9 am >> on the first day of your absence.
- 7.3 In the event that you are unable to work for a period in excess of 7 days you must provide a medical certificate signed by your GP. You must provide new certificates every <<week>> and must not return to work until you are fit to do so.
- 7.4 You will be entitled to a payment in lieu of holiday entitlement in each calendar year for the hours you were due to have worked. For SSP purposes your qualification period will be the period on which you were due to have worked.
- 7.5 The Company has the right to monitor and record absence levels and reasons for absences, such as sickness, which may be confidential.
- 8. Mobility**
- You may be required to travel to any location anywhere in the UK.
- 9. Maternity and Paternity Rights**
- The Company will comply with all statutory provisions with respect to maternity and paternity rights and rights of dependants. The Company's policies in this regard apply to all employees from <<relevant name and/or department>>.
- 10. Pensions**
- [There are no pension arrangements in place for your employment.]
- OR
- [You are entitled to participate in the <<relevant name and/or department>> Pension Plan details of which will be supplied to you separately.]
- 11. Retirement**
- The Company does not operate a compulsory retirement policy. You may choose to retire voluntarily at any time, provided you give the required period of notice to terminate your employment.
- 12. Grievance Procedure**
- The formal Grievance Procedure is available on request from <<relevant name and/or department>>.

13. Disciplinary Procedure

The disciplinary rules apply in the attached Disciplinary Rules and Procedure.

14. Staff Handbook and Employment Policies

All staff have a duty to adhere to the Staff Handbook, Health and Safety, Fire Safety, and Sickness and Absence and other policies from time to time in force, including but not limited to the Staff Handbook, Health and Safety, Fire Safety, and Sickness and Absence and other policies.

15. Termination of Employment

15.1 Either party may terminate the Agreement during an Assignment by giving notice in writing to the other party. The notice period shall be << e.g. one day's / week >>.

15.2 The Company reserves the right to terminate this Agreement without notice if:

15.2.1 You reject << >> assignments allocated to you in succession or fail to attend work for << >> or more consecutive days.

15.2.2 You are unavailable for work for << >> or more weeks in succession.

15.3 Nothing in this Agreement shall prevent the Company from terminating any period of employment summarised in the Particulars of Employment herein, or in the event of any serious breach of the terms of the Agreement or gross misconduct by you.

16. Governing Law and Jurisdiction

These Particulars of Employment shall be governed by and construed in accordance with the laws of England and Wales. Any dispute relating to the same shall be referred to the exclusive jurisdiction of the English and Welsh Courts.

Issued for and on behalf of <<Company Name>>

Signed:

Agent

I hereby warrant and confirm that I am an employee of <<Company Name>> and I accept the previous employment terms and conditions, or in any other way, of <<Company Name>> in accordance with the Agreement with the Company or otherwise. I accept the terms of this Agreement.

Signed:

<<Name of Agent>>

in the attached Disciplinary Rules

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Date: << Insert Date >>

previous employment terms and conditions, or in any other way, of <<Company Name>> in accordance with the Agreement with the Company or otherwise. I accept the terms of this Agreement.

Date: << Insert Date >>

Name:	<< Insert Name >>
Assignment Location:	<< Insert Address of Assignment Location >>
Assignment Start / End Dates:	<< Insert Start Date >> << Insert End Date >>
Assignment Details:	<< Insert Details of Assignment, e.g. duties, etc. >>
Hours:	<< Insert Hours >>
Pay:	<< Insert Pay >>
Report To / Assignment Manager:	<< Insert Name of Manager >>
Special Terms and Conditions:	<< Insert any special requirements, terms and conditions >>

The Assignment and this Assignment Agreement are subject to the terms and conditions contained in the Agreement dated << Insert Date >> and the Zero Hours Contract >>.

Signed: Date: << Insert Date >>
For and on behalf of <<Company Name>>

Signed: Date: << Insert Date >>
<<Name of Agent>>