

<<Company Name>>

Terms and Conditions of Casual Work

<<Name of Worker>>

<<Date>>

This document contains the main terms and conditions which govern your service with the Company. [Your service with the Company shall be governed by the terms contained in the letter offering you the work ("the Offer Letter"). In the event there is any ambiguity or discrepancy between the terms in the Offer Letter and the terms in this document, the terms in the Offer Letter will prevail, except where the Offer Letter states otherwise.]

TERMS AND CONDITIONS

BETWEEN

- (1) <<Name of Company>> a company registered in <<England and Wales>> under registration number << >> whose registered office is at <<Address>> (hereinafter referred to as “we”, “us” or “the Company”).
- (2) <<Name of Casual Worker>> (hereinafter referred to as “you”).

IT IS AGREED as follows:

1. General

- 1.1 These terms and conditions govern your employment with the Company in accordance with the terms of the Employment Rights Act 1996, the Employment Act 2002 and Working Time Regulations 1998 as amended or re-enacted at the relevant time.
- 1.2 This contract governs your employment with the Company from time to time as a casual worker. This is not an employment contract and does not confer any employment rights on you (other workers are entitled). In particular it does not create any obligation on the Company to provide work to you (even if offered), nor does it entitle you to work for the Company.

2. Assignments

- 2.1 You will be working for the Company, on a casual, ‘as and when required’ basis.
- 2.2 At least <<state number>> days before the start of an assignment, the Company will communicate with you by <<state number>> communication e.g. telephone, email, text message or written letter to <<state number>> wishes you to perform and the date <<state number>> days before the start date of the assignment. You must use the person who contacted you about the assignment if you wish to accept it.

3. No Continuous Service

- 3.1 There is no continuous employment between you and the Company between the end of one assignment and the start of the next assignment. If you accept an assignment, your continuous employment will begin on the date the assignment terminates.
- 3.2 No employment with the Company counts as part of your continuous employment if you were employed by or under a previous assignment with the Company.
- 3.3 These Terms and Conditions govern the relationship between you and the Company in the event that the Company offers you work and you agree to accept that work. It does not govern the relationship between you and the Company unless and until you accept an assignment.
- 3.4 These Terms and Conditions govern the relationship between you and the Company from the date of the previous agreement whether verbal or written given to you.

4. Hours of Work

4.1 Your working hours will be determined in advance of the assignment by agreement between you and the Company.

OR

[Your hours of work will be determined in advance of the assignment and will be <<STATE HOURS e.g. 9.30 a.m. to 5.30 p.m. with <<STATE HOURS e.g. one hour>> for lunch.]

4.2 The Company is under no obligation to accept or refuse your request for you work and you are under no obligation to accept or refuse any assignment from the Company. The Company reserves the right to give or not give you any assignment and is under no obligation to give you any reasons for such decision.

4.3 You are not entitled to any minimum number of hours of work.

4.4 The Company reserves the right to terminate an assignment at any time for operational reasons without notice. The Company will pay you for work done during the assignment.

4.5 Your daily work schedule will be determined by the Company on an average of eight hours per day (averaged over 17 weeks) with two thirty minute breaks over that period.

4.6 [The Working Time Regulations 1998 shall apply to you that the average working time including overtime shall not exceed 48 hours in each seven day period (averaged over a 17 week period) during this contract, you agree that this limit shall not apply to you. You agree to accept this arrangement at any time by giving three months notice to the Company.]

5. Place of Work

Your normal place of work will be determined by the Company. [You may be required to work at any of the Company's premises or at a geographical area>> . You will be informed of the specific location of the work and be required to work prior to the start of the assignment.]

6. Remuneration

6.1 Your pay will be calculated on the basis of the number of hours worked. [In order for the Company to pay you correctly, you are required to complete timesheets for each assignment. These must be signed by your line manager.]

6.2 You will be paid <<state rate>> per hour by credit transfer to your bank account in arrears at the rate of <<state rate>> per hour worked on <<state date e.g. the 15th day of the month>> on the last day of the assignment.

6.3 The Company will be responsible for paying your tax and national insurance.

7. Holidays

7.1 You are entitled to <<state number>> complete calendar days holiday in each year in accordance with holiday arrangements and public holidays on which you are scheduled to work. You will be entitled to <<state number>> working days holiday in each year and public holidays, pro rata in accordance with holiday arrangements and public holidays on which you are scheduled to work. You will be entitled to <<state number>> day within this entitlement.

- 7.2 The holiday year commences on << >> and finishes on << >> each year.
- 7.3 If your contract commences less than halfway through the holiday year, your holiday entitlement will be calculated accordingly.
- 7.4 If, on termination of your employment, you have accrued holiday entitlement, the Company will deduct a proportion of your holiday taken in excess of your entitlement on the basis of <<specify calculation>>, and you authorise the Company to make a deduction from the payment of any final salary.
- 7.4.1 you have exceeded your holiday entitlement, the Company will deduct a proportion of your holiday taken in excess of your entitlement on the basis of <<specify calculation>>, and you authorise the Company to make a deduction from the payment of any final salary.
- 7.4.2 you have holiday entitlement, the Company will make a payment in lieu of holiday entitlement.
- 7.5 Holidays must be taken with the approval of the Company. You must obtain the approval of proposed absence from <<specify job title>>. You will not be allowed to take more than <<specify number>> weeks at any one time, save at the discretion of the Company's discretion. You may not take holidays until your request for approval has been received.
- 7.6 All holiday must be taken within the year in which it is accrued. In exceptional circumstances you may be allowed to carry over up to << 5 >> days untaken holiday to the following year. This carry over applies for one year only, and any holiday not taken in the subsequent holiday year will be lost.

8. Sickness Absence

- 8.1 In the event of your absence due to sickness, you should contact <<specify name>> at the earliest opportunity on the first day of the absence to inform the Company of the reason for absence. You must inform the Company as soon as possible of any change in the date of your expected return to work.
- 8.2 A self-certification form must be submitted for absences of up to seven consecutive days, including weekends.
- 8.3 For periods of sickness absence exceeding seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') / Medical Certificate from <<specify job title>>. A new Fit Note / Medical Certificate must be submitted periodically as required by the Company.

9. Termination

If you no longer wish to work for the Company, you should inform your line manager in writing. If you are dismissed by the Company, you shall be entitled to a written statement of reasons for dismissal.

10. Data Protection

The Company is required to protect your personal data and what we do with that data. We will ensure that we secure your personal data in accordance with the relevant data protection legislation. The Company's data protection policy is available at [Company's data protection policy link] and shall be in force from time to time in force.

11. Severability

The various provisions of these Terms and Conditions are severable, and if any provision or identifiable part thereof is held to be unenforceable by any court of competent jurisdiction the enforceability shall not affect the validity or enforceability of the remaining provisions or identifiable parts.

12. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

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

Signed:

Date:

I accept these Terms and Conditions

Signed:

Date:

<<Name of Individual>>