ZERO HOURS CONTRACT

1. 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.

2. 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.

3. 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.

4. ARRANGEMENTS FOR WORK

If the Company wants to offer you any work it will contact you by telephone and/or text. You must provide accurate contact details to the Company when requested. 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.

5. WORK

The Company may offer you work from time to time as **[Details of anticipated position(s)]**. 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.

6. PLACE OF WORK

The Company may offer you work at various locations. You will be informed of the relevant place of work for each assignment.

7. HOURS OF WORK

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.

8. 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 at the end 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 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.

9. 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 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.

If you have taken more holiday than your accrued entitlement at the date that your assignment ends, the Company shall be entitled to make deduction from any payment due to you in respect of such entitlement.

10. SICKNESS

If you have accepted an offer of work but are subsequently unable to work the hours agreed, you must notify the HR department of the reason for your absence as soon as possible but no later than 9am 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.

11. 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 **[**and which are available on our intranet**]**.

12. 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 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.

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.

13. 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 the HR department at any time on request and in any event at the end of each assignment.

14. TERMINATION

If you wish your name to be removed from the Company's staff bank of zero hours workers you should inform the HR department as soon as possible.

The Company may remove your name from its staff bank of zero hours workers if you are unable to accept an assignment on two consecutive occasions.

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.

15. GOVERNING LAW

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

Signed .....
[NAME OF RECIPIENT]
Dated .....

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