

# Contract for Casual Working terms

Employer: \_\_\_\_\_

Address of employer: \_\_\_\_\_

Worker: \_\_\_\_\_

Address of Worker: \_\_\_\_\_

This contract governs your engagement from time to time 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 Employer to provide work to you and by entering into this contract you confirm your understanding that the Employer 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 Employer that there be no mutuality of obligation between the parties at any time when you are not performing an assignment. It is entirely at the Employer's discretion whether to offer you work and no obligation exists to provide work to you at any time.

The Employer 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.

This contract is set under the following terms and subject to the obtaining of a satisfactory DBS check and references:

## 1. Job title and place of work

1.1 During each assignment your role will be that of a Personal Assistant.

1.2 Your usual place of work will be at \_\_\_\_\_ and, when requested, you will work away from the usual place of work either accompanying the Employer or independently of.

1.3 Your specific duties and responsibilities are set out in the job description.

1.4 The Employer may from time to time require you to carry out other duties.

## 2. Disclosure and Barring Service (DBS) Certificates

Your employment is conditional upon the provision and upkeep of a satisfactory DBS check of a level appropriate to your post. You will be required to consent to subsequent DBS check from time to time during your employment as deemed appropriate by us. In the event that such certificate(s) are not supplied or information is discovered in the certificate which shows you to be unsuitable for the position your employment with us will be terminated.

During your employment, you are required to immediately report to us any convictions or offences with which you are charged, including traffic offences.

## 3. No presumption of continuity

Each offer of work 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 and before the start of any subsequent assignment.

The fact that the Employer 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. Hours of work

During each assignment, your hours of work will vary depending on the needs of your Employer. You will be informed of the required hours for each assignment. You may be required to work \_\_\_\_\_ to include shifts covering \_\_\_\_\_.

During this period of assignment you are required to work \_\_\_\_\_.

You are not required to complete a probationary period in respect of this period of assignment.

## 5. Rates of pay

5.1 Current rates of pay are:

£ \_\_\_\_\_ per hour Monday to Friday

£ \_\_\_\_\_ per hour Saturday and Sunday

Bank Holidays will be paid at £ \_\_\_\_\_

5.2 During any assignment you must complete a weekly/monthly time sheet to be submitted to the Employer no later than \_\_\_\_\_ in order that the Employer can sign and authorise the hours claimed and calculate your wages. Payment will be delayed if the time sheet is submitted after this date.

5.3 The Employer may, in addition to National Insurance and/or PAYE, deduct from your wages any overpayment made or sums that you may owe the Employer from time to time.

5.4 You will not be paid for any overtime worked that has not been expressly agreed with the Employer in advance of the shift.

5.5 Payment will not be made for any hours where you have been absent from work without the express authority of the Employer. This applies to hours comprising a whole shift or part of a shift.

## 6. Benefits

In addition to the rights sets out in this contract, you are entitled to the following benefits:

## 7. Holiday Entitlement

7.1 Your holiday entitlement will depend on the number of hours that you actually work and be pro-rated on the basis of statutory holiday entitlement of 5.6 weeks which is equivalent to 12.07% of hours worked over a year. This entitlement is inclusive of all bank holiday entitlement. The holiday year runs between \_\_\_\_\_ and \_\_\_\_\_.

7.2 You must provide the Employer with a minimum of two weeks' notice of your intention to take annual leave.

7.3 At the end of each assignment you may be paid in lieu of any accrued but untaken holiday for the holiday year in which the assignment ends.

## 8. Absence

8.1 If you are unable to come to work because of sickness or any alternative reason for absence you must inform the Employer personally, by telephone, as soon as you are aware of your inability to attend so other arrangements may be made. The only payment for sick pay will be Statutory Sick Pay according to the regulations, which will be paid providing you follow these procedures:

a) If work has been agreed with the Employer and you are unable to work the shift you are required to notify the Employer as soon as you know you will not be able to come to work and in any event not less than 2 hours prior to the shift start time.

b) If you are unavailable for work due to sickness for more than 3 days, you are required to complete a self certificate form.

c) You are required to provide a Medical Certificate if absent for more than seven days.

d) For the purposes of the Statutory sick Pay scheme the agreed qualifying days are \_\_\_\_\_.

e) There is no contractual right to payment in respect of a period of absence due to sickness or inability to attend work.

Notification of absence for any reason by text message is not an accepted method of communication. Failure to follow an acceptable notification procedure may be considered misconduct and may result in disciplinary action.

Unauthorised absence may be considered by the Employer to be gross misconduct and may result in the termination of your employment without notice.

#### 9. Notice period

If you no longer wish to be considered for casual work you should inform the Employer as soon as possible.

The Employer 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, breach of confidentiality and neglect.

#### 10. Confidentiality and Security

10.1 You must respect the privacy of the Employer and their family. You must maintain a professional approach at all times, keep information gained in the course of their employment confidential and specifically should not discuss the Employer's household, domestic or health situation with others.

10.2 Breach of condition 8.1 will be treated as gross misconduct for the purposes of disciplinary action and may result in termination of this contract.

#### 11. Driving license

It is a condition of your employment that you hold a driving license valid to use in the United Kingdom appropriate to the classes of vehicle that you may need to drive in performing your duty.

If you receive any endorsements or are disqualified from driving or otherwise lose your license, if you believe you may have any medical condition that may affect your ability to drive, you must inform the Employer immediately. If you lose your license or develop a medical condition that the Employer believes affects your ability to drive safely this contract may be terminated.

#### 12. Disciplinary and Grievance

12.1 These procedures are not contractual. Disciplinary will be held in accordance with any procedures and policies which may be provided from time to time or in the alternative in accordance with ACAS codes of practice.

12.2 Grievances should be presented to the Employer in writing who will endeavour to respond within a reasonable time frame. Grievances will be heard in accordance with policies and procedures which may be issued from time to time or in the alternative in accordance with ACAS codes of conduct.

13. Trade Unions

You have the right to join a trade union. There are no collective agreements relevant to your employment.

14. Pensions

When required the Employer will comply with the Employer responsibility to operate a qualifying contributory pension scheme to which you will be auto enrolled into, subject to the conditions of the scheme.

A qualifying scheme is a pension scheme which is a qualifying scheme for the purposes of section 16 of the Pensions Act 2008.

You shall pay such contributions to the Scheme as may be required by the rules of the Scheme as amended from time to time. The contributions shall be made by way of deductions from your salary.

15. Training

You will receive any necessary on site, work based and role focused training, sufficient to assist you achieve the objectives of your role. This training may be informal. Otherwise the Employer will not provide any official training by an outsourced provider and nor are you under an obligation to undergo such formal training at your own expense.

16. Changes to terms and conditions of employment

The Employer reserves the right to make reasonable changes to any of the terms and conditions agreed under the provisions of this casual arrangement for any period of assignment agreed following completion of the assignment set out herein.

You will be notified of any changes by way of a consultation meeting and any such changes will take effect from the date of the meeting. You will be given not less than one month's written notice of any changes. Such changes will be deemed to be accepted, unless you notify the Employer of any objection in writing before the expiry date of the notice period.

I have read the above statement of conditions of employment and understand the conditions and agree to abide by them.

Signature of Worker

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Date

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Signature of Employer

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Date

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Signed on behalf of

If you are signing on behalf of the Employer, please answer the questions below.

Relationship to Employer (appointee or power of attorney)

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Name

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Address

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Telephone number

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