

# Casual worker contract template

<<Company Name>>

## Terms and Conditions of Casual Work

<<Name of Casual Worker>>

<<Date>>

This document contains the main terms and conditions which govern your service with the Company.

[Your service with the Company is also subject to the terms contained in the letter offering you the work ("the Offer Letter"). If there should be any ambiguity or discrepancy between the terms in the Offer Letter and the terms set out in this document, the terms in the Offer Letter will prevail, except where expressly stated to the contrary.]

## TERMS AND CONDITIONS OF CASUAL WORK

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>> of <<Address>> (hereinafter referred to as "you").

IT IS AGREED as follows:

### 1. General

- i. These terms and conditions are given to you in accordance with the terms of the Employment Rights Act 1996, Employment Act 2002 and Working Time (Amendment) Regulations 2007 as amended or re-enacted at the relevant time.
- ii. 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 you to perform work for the company (even if offered), nor does it create an obligation on the Company to provide work to you.

### 2. Assignments

- i. You will be working on assignments for the Company, on a casual, 'as and when required' basis.
- ii. At least <<state number>> calendar days before the start of an assignment, the Company will <<state means of communication e.g. telephone, email, write to>> you to advise you of the work it wishes you to perform and the date the assignment is due to begin. At least <<state number>> days before the start date of the assignment, you must advise the person who contacted you about the assignment as to whether or not you wish to accept it.

### 3. No Continuous Service

- i. There is no continuity of service 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 starts and end on the date the assignment terminates.
- ii. No employment with a previous employer or under a previous assignment counts as part of your period of continuous employment.
- iii. 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 create a legal relationship between you and the Company unless and until you choose to accept an assignment.
- iv. These Terms and Conditions annul any previous agreement whether verbal or written given to you at any time.

### 4. No Continuous Service

- i. Your working hours and days will be determined in advance of the assignment by agreement between yourself and the Company.
- ii. OR
- iii. [Your hours of work for each assignment will be <<STATE HOURS e.g. 9.30 a.m. to 5.30 p.m. Monday to Friday>> with <<STATE HOURS e.g. one hour>> for lunch.]
- iv. The Company is under no obligation to offer you work and you are under no obligation to accept any work from the Company. The Company reserves the right to give or not give you work at any time and is under no obligation to give any reasons for such decisions.
- v. You are not entitled to a minimum number of hours of work.
- vi. 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.
- vii. Your daily work schedule should not exceed an average of eight hours per day (averaged over 17 weeks), with one or two thirty minute breaks over that period.
- viii. [The Working Time Regulations provide that the average working time including overtime does not exceed 48 hours in each seven day period (averaged over a 17 week period). By signing this contract, you agree that this limit shall not apply to you. You may terminate this arrangement at any time by giving three months' written notice to the Company.]

### 5. Place of Work

- i. Your normal place of work will be at <<Address>>.
- ii. [You may be required to work at any of the Company's premises within <<state geographical area>> . You will be informed of the specific location at which you are required to work prior to the start of each assignment.]

## 6. Remuneration

- i. Your pay will be calculated according to the number of hours worked.
- ii. [In order for the Company to calculate your pay correctly, you are required to complete timesheets on a daily basis. These must be signed by your line manager.]
- iii. You will be paid <<specify frequency>> by credit transfer to your bank account in arrears at the rate of £<< >> gross per hour worked on <<state date e.g. on the last day of the month>>.
- iv. The Company will be responsible for your tax and national insurance.

## 7. Holidays

- i. You are entitled to <<E.g. Minimum 28>> working days holiday in each complete calendar year inclusive of statutory and public holidays, pro rata in accordance with hours worked. All statutory and public holidays on which you are scheduled to work must be taken as holiday within this entitlement.
- ii. The holiday year commences on << >> and finishes on << >> each year.
- iii. If your contract commences or finishes part way through the holiday year, your holiday entitlement will be prorated accordingly.
- iv. If, on termination of the contract:
- v. you have exceeded your prorated holiday entitlement, the Company will deduct a payment in lieu of days holiday taken in excess of your prorated holiday entitlement, on the basis of <<specify calculation>>, and you authorise the Company to make a deduction from the payment of any final salary.
- vi. you have holiday entitlement still owing, the Company will make a payment in lieu of untaken holiday entitlement.
- vii. Holidays must be taken at times convenient to the Company. You must obtain approval of proposed holiday dates in advance from <<specify job title>>. You will not be allowed to take more than two weeks at any one time, save at the Company's discretion. You must not book holidays until your request for approval has been formally agreed.
- viii. All holiday must be taken in the year in which it is accrued. In exceptional circumstances you may carry forward up to << 5 >> days untaken holiday entitlement to the next holiday year. This applies for one year only, and holiday may not be carried forward to a subsequent holiday year.

## 8. Sickness Absence

- i. In the event of your absence for any reason you or someone on your behalf should contact <<specify job title>> at the earliest opportunity on the first day of the absence to inform him/her 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.
- ii. A self-certification form should be completed for absences of up to seven days. The form will be supplied to you.

- iii. For periods of sickness of more than seven consecutive days, including weekends, you will be required to obtain a Statement of Fitness for Work ('Fit Note') / Medical Certificate and send this to <<specify job title>>. A new Fit Note / Medical Certificate should be sent periodically as required by the Company.

9. Termination

- i. If you no longer wish to be considered for casual work by the Company, you should inform your line manager as soon as possible.

10. Data Protection

- i. The Company is required to tell you about the personal data that we collect about you and what we do with that information, including how we use, store, transfer and secure your personal data. You confirm that you shall at all times comply with all relevant data protection legislation and all obligations imposed on you under the [Company's data protection policy and] privacy notice from time to time in force.

11. Severability

- i. The various provisions of this Agreement are severable, and if any provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or identifiable parts.

12. Governing Law and Jurisdiction

- i. 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>

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