Dated: DATE

Between

NAME OF EMPLOYER

And

NAME OF CASUAL WORKER

Casual Worker Agreement

**The Employer cannot always predict the exact staffing levels they will require. The Employer therefore requires casual workers due to the fluctuating demand for workers. Casual Workers should enter into this agreement to record the terms on which the working relationship is managed. This agreement was entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

# PARTIES TO THIS AGREEMENT

## **Employer:** ……………………………………………………………………………………………………………………………………

## **Address of Employer:** ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………….. **and**

## **Worker:** ………………………………………………………………………………………………………………………………………

## **Address of Worker**: …………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

# TERMS OF THIS AGREEMENT

## 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 the Employer is under no obligation 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:

# JOB TITLE AND PLACE OF WORK

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

## 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.

## Your specific duties and responsibilities will be advised to you on commencement of your assignments.

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

# DISCLOSURE AND BARRING SERVICE (DBS) CERTIFICATES

## This agreement 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 this engagement as deemed appropriate by the Employer. 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, this agreement will be terminated.

## During this engagement, you are required to immediately report to the Employer any convictions or offences with which you are charged, including traffic offences.

# 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 agreement shall apply to each assignment and before the start if 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.

# 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.

# RATES OF PAY

## Current rates of pay are:

### £…………… per hour Monday to Friday;

### £…………… per hour Saturday and Sunday;

### Bank Holidays will be paid £……………

## 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 authorised the hours claimed and calculate your wages. Payment will be delayed if the time sheet is submitted after this date.

## 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.

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

## 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.

# HOLIDAY ENTITLEMENT

## Your holiday entitlement will depend on the number of hours that you actually work and be pro-rated on the basis of the 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 …………………………………. to ……………………………… .

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

## If you work variable hours, your holiday pay will be calculated on the basis of your hours worked over the previous 12 weeks. This 12-week reference period will change to 52-weeks from 6th April 2020.

## 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.

# ABSENCE

## 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:

### 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.

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

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

### For the purposes of the Statutory sick Pay scheme the agreed qualifying days are 4 days (including non-working days)

### 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 this agreement.

# 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 the Employer reasonably considers that you have committed any serious breach of the terms of this agreement 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.

# CONFIDENTIALITY AND SECURITY

## 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.

## Breach of clause 11.1 will be treated as gross misconduct for the purposes of disciplinary action and may result in termination of this contract.

# DRIVING LICENCE

## It is a condition of this agreement that you hold a driving licence 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 agreement may be terminated.

# DISCIPLINARY AND GRIEVANCE

## Disciplinaries 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.

## Grievances should be presented to the Employer in writing who will endeavour to respond within a reasonable time frame. Grievances will be head 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.

# TRADE UNIONS

## You have the right to join a trade union. There are no collective agreements relevant to this agreement.

# PENSIONS

## When required the Employer will comply with the statutory 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 isa 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.

# CHANGES TO TERMS AND CONDITIONS OF EMPLOYMENT

## The Employer reserves the right to make reasonable changes to any of the terms and conditions of employment contained within this document.

## 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.

# ACKNOWLEDGEMENT OF TERMS

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

## **Signature of Worker** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## **Signature of Employer**

## (**or Employer’s Appointee/Power of Attorney**)

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DATA PROTECTION – WORKER’S DATA PRIVACY STATEMENT**

You are required to give certain personal data to enable the Employer to carry out their duties, rights and obligations as the Employer. The privacy of your Data is taken seriously, and this policy explains how Data will be used and protected.

Your Employer, as named on your contract of employment, is the Data Controller. This notice applies before, during and after your employment has come to an end.

The types of Personal Data that is processed by your Employer may include the following:

* Name, residential address and contact details including telephone numbers and email address;
* Date of birth;
* Financial details, such as your National Insurance Number, bank account, payroll records, tax status, pensions, benefits and Court orders relevant to employment;
* Details about your health that you have consented to share and sickness/absence records;
* Information about your criminal record and offences;
* Right to work information;
* References obtained from your referees;
* A copy of your driving licence;
* Information about your private vehicle where it is used for work purposes, including; registration number, make, model, tax, insurance, MOT and safety checks;
* Work history and location of employment past and present;
* Emergency contact details;
* Training records, performance information, qualifications, disciplinary and grievance history;
* CCTV footage and audio recordings obtained in the course of employment.

The Employer will process and control such data principally for personnel, administrative and payroll purposes and for the purposes of managing the performance of your employment contract. Data may also be used where the Employer is under a legal obligation to do so or where it is necessary and proportionate to safeguard the public interest.

The Employer may receive and share data with the following parties in order to assist them in the management of their duties and fulfil the purpose set out above:

* Accountants and Pay roll organisations;
* HMRC, HSE and other governmental bodies;
* The main franchisor;
* Training providers;
* Insurance companies and legal advisors including helpline providers and solicitors;
* Other employers strictly for the purpose and operation of TUPE transfers.

All third-parties to the employment contract are required to take appropriate security measures to protect your personal information in line with this policy. They are not allowed to use your personal data for their own purposes. Permission has/will only be granted for them to process your personal data for specified purposes and in accordance with our instructions. The Employer does not accept responsibility or control of Data willingly shared by you with any other third party independent of and outside of the Employers control.

Data will be retained for as long as necessary to fulfil the purposes it was collected for in accordance with this policy. Where Data is considered sensitive data (such as health records, criminal conviction information, CCTV footage etc) to determine the appropriate retention period for Data consideration will be given to the amount, nature, and sensitivity of the Data collected, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which data is processed and whether those purposes can be achieved through other means, and the applicable legal requirements. Your rights, in certain circumstances, in regard to your personal data include:

* Request access - there is no charge for this request and the Employer will endeavour to provide the information within a reasonable timeframe;
* Request correction of the personal information;
* Request erasure of your personal information;
* Object to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground;
* Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it;
* Request the transfer of your personal information to another party.

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent please notify the Employer. The Employer reserves the right to update this privacy notice at any time and will provide you with a new privacy notice when substantial updates are made. From time to time you may also receive notification in other ways about the processing of your personal information.

|  |
| --- |
| **I agree to the above terms** |

**Signed (by the worker):** **Dated**:

………………………………………….. ………………………………………..

**WORKING TIME ELECTION FORM**

Please tick one of the boxes below and sign and date this form. Completed forms should be returned to management. We are unable to offer you any work until we have received this form.

🞎 I **wish to opt-out** of the 48-hour working week restriction under the Working Time Regulations 1998.

🞎 I **do not** wish to opt-out of the 48-hour working week restriction under the Working Time Regulations 1998.

You may terminate this agreement by giving one month’s written notice at any time.

Signed: ……………………………………………………………

Dated: …………………………………………………………….

PERSONAL INFORMATION SHEET

Completed information sheets should be returned to management. The Employer is unable to offer you any work until it has received this information sheet from you.

Name: …………………………………………………………………………………………………………………………………………

Address: ……………………………………………………………………………………..………………………………………………

Telephone number: …………………………………………………………………….……………………………………………..

Mobile number: ………………………………………………………………………….……………………………….……………..

E-mail address: ……………………………….……………………………….……………………………….…………………………

National Insurance number: ……………………………….……………………………….……………………………….…….

**Who do you wish us to contact in an emergency?**

Name: ……………………………….……………………………….……………………………….……………………………….…….

Contact details: ……………………………….……………………………….……………………………….………………………..

**Bank account information**

Account name: ……………………………….……………………………….……………………………….…………………………

Name of bank: ……………………………….……………………………….……………………………….………………………….

Address: ……………………………….……………………………….……………………………………………………………………

Account number: ……………………………….……………………………….……………………………….……………………..

Sort code: ……………………………….……………………………….……………………………….………………………………..

**Please specify any days and times you are NOT able to work for the Employer:** ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

**Please specify the number of hours per week (if any) that you regularly work for other businesses/employers: …………………**……………………………….……………………………….……………………………….……………………………….……………………………….……………………………….……………………………….………………………………………………………………………..

**It is your responsibility to keep the Employer informed of any changes to this information.**

Signed: ……………………………………………………………….

Dated: ………………………………………………………………..