Casual Worker Particulars

Employer: Click or tap here to enter text.

Address of employer: Click or tap here to enter text.

Employee: Click or tap here to enter text.

Address of employee: Click or tap here to enter text.

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 arrangement 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. During each assignment, your role will be that of a Personal Assistant.
	2. Your usual place of work will be at Click or tap here to enter text. and, when requested, you will work away from the usual place of work either accompanying the Employer or independently of.
	3. Your specific duties and responsibilities are set out in the job description.
	4. The Employer may from time to time require you to carry out other duties.
2. **Disclosure and Barring Service (DBS) Certificates**
	1. 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.
	2. 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**
	1. 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 if any subsequent assignment.
	2. 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**
	1. 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 Click or tap here to enter text. to include shifts covering Click or tap here to enter text..
	2. You are not required to complete a probationary period in respect of this period of assignment.
5. **Rates of pay**
	1. Current rates of pay are:

£Click or tap here to enter text.per hour Monday to Friday

£Click or tap here to enter text. per hour Saturday and Sunday

Bank Holidays will be paid at £ Click or tap here to enter text.

* 1. During any assignment you must complete a Choose an item. time sheet to be submitted to the Employer no later than Click or tap here to enter text. 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.
	2. 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.
	3. You will not be paid for any overtime worked that has not been expressly agreed with the Employer in advance of the shift.
	4. 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.
1. **Benefits**

There are no additional benefits applicable to this contract or any individual agreed period of assignment.

1. **Holiday Entitlement**
	1. Your holiday entitlement is 5.6 weeks per year.
	2. You must provide the Employer with a minimum of two weeks’ notice of your intention to take annual leave.
	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.
2. **Absence**
	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:
		1. 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.
		2. If you are unavailable for work due to sickness for more than 3 days, you are required to complete a self-certificate form.
		3. You are required to provide a Medical Certificate if absent for more than seven days.
	2. For the purposes of the Statutory sick Pay scheme the agreed qualifying days are Click or tap here to enter text..
	3. There is no contractual right to payment in respect of a period of absence due to sickness or inability to attend work.
	4. 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.
	5. Unauthorised absence may be considered by the Employer to be gross misconduct and may result in the termination of your employment without notice.
	6. Other than the provision of paid annual leave as set out in clause 6, you have no contractual entitlement to paid leave. However, statutory other statutory provisions may be available for a statutory payment in circumstances such as maternity leave, paternity leave, adoption pay and parental bereavement leave. The Employer will ensure that you receive due statutory payments for leave, at the prevailing rate, where you have met the qualifying eligibility to take the leave with payment.
	7. The Employer reserves the right to determine at any time whether you are fit for work. In the event the Employer determines that you are not fit for work you will be placed on sick leave and SSP will apply where you are eligible. The employer will utilise this right only where it is reasonable to do so due to the nature of the work you are performing and symptoms and/or behaviours are sufficiently evident to determine you are not fit to perform such duties. Examples of when the Employer may determine you are unfit for work include:
* Where you are displaying symptoms of cold, virus or contagious disease.
* You are under the influence of alcohol, drugs, medication or other mind altering substance.
* You are not sound of mind, which may include displaying symptoms of low mood, depression, anxiety and self-harm.
1. **Notice period**
	1. If you no longer wish to be considered for casual work you should inform the Employer as soon as possible.
	2. During any period of assignment both parties may terminate the assignment by giving not less than one week’s notice.
	3. 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.
2. **Confidentiality and Security**
	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.
	2. Breach of condition 10.1 will be treated as gross misconduct for the purposes of disciplinary action and may result in termination of this contract.
3. **Driving license**
	1. 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.
	2. 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.
4. **Disciplinary and Grievance**
	1. You are required to conduct yourself professionally and in line with the reasonable instructions of the Employer at all times. The Employer may issue a set of disciplinary rules and any breach of conduct or contractual obligations may result in disciplinary action against you. Disciplinaries will be held in accordance with any procedures and policies which may be provided and updated by the Employer from time to time in the Employee Handbook. In the absence of a written policy being in place, the ACAS codes of practice on disciplinary procedures will apply.
	2. Grievances will be heard in accordance with policies and procedures which may be provided and updated by the Employer from time to time in the Employee Handbook. In the absence of a written grievance policy being in place, grievances will be handled in accordance with the ACAS codes of practice.
5. **Trade Unions**

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

1. **Pensions**
	1. 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.
	2. A qualifying scheme isa pension scheme which is a qualifying scheme for the purposes of section 16 of the Pensions Act 2008.
	3. 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.
2. **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 outsources provider and nor are you under an obligation to undergo such formal training at your own expense.

1. **Changes to terms and conditions of employment**
	1. 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.
	2. 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.
	3. 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Relationship to Employer (appointee or power of attorney) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Telephone number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_