[Full name of worker]

[Address]

[DATE]

Dear [first name of worker],

## Casual worker contract

[Name of your business] is delighted to engage you as a casual worker. This letter sets out the terms on which we are engaging you to assist us in managing the fluctuating needs of our business [during the period for which this contract is set to run], which we are not always able to predict.

While I must emphasise that this contract does not make you a [name of your business] employee, and neither are we under any obligation to guarantee you work, you are entitled to a number of rights and we are entitled to set parameters around the way that you work for us. This contract covers all the necessary detail relating to these rights and requirements, so that we are both clear on how our relationship will work.

Please complete the personal information sheet attached to this contract (see Annex [1]) and return to [specify person] by [DATE], so that we can organise the allocation of work efficiently and ensure that you are on our list of available workers. If there are any changes to these details, please let us know as soon as possible. If we do not have up-to-date details, we may not be able to reach you to notify you of available work.

## General matters

* 1. We have engaged you as a [type of worker worker] for [name of your business]. Your engagement starts from [DATE].
  2. We have identified a need for additional support and we therefore fully intend to offer you working hours from time to time and at our discretion, on the basis set out in this contract. Please note that:

1. There is no obligation on us to allocate working hours or to explain our reasons for allocating or not being in a position to allocate you working hours, on any given occasion.
2. Clause [2] below records the detail of our arrangements for notifying you of available work and what happens when you choose to work for us in response to what we propose.
3. Throughout this contract, we refer to each notification by us of a working hours opportunity for you as an ‘assignment’. An assignment may take the form of assistance with a particular project, or the form of a task with a particular time period attached to it, (e.g. sales support for the Christmas period, specifically between 1 December and 15 January)[, or specify alternative if relevant].

The terms of this contract apply to each and every working hours assignment that you accept, but there shall be no relationship between you and [name of your business] after the end of one assignment and before the start of any subsequent assignment. So, even if we offer you work once or more than once, this does not make you an employee or otherwise entitle you to any regular work with [name of your business].

* 1. [Your normal place of work will be [specify location]. We may vary this from time to time, in our reasonable discretion, on the understanding that the location will always be within [specify your reasonable radius for the activity].]

OR

[We may offer you work at various locations and we’ll confirm to you the relevant place of work for each assignment, on the understanding that the location will always be within [specify your reasonable radius] for the activity.]

* 1. [Your hours will typically be [specify] during each assignment.] OR [We will let you know the required hours for each assignment, as these will fluctuate depending on our operational requirements from time to time.]
  2. For the hours that you work, we agree to pay you a rate of £[specify figure] per hour, subject to the prior deduction of obligatory tax and National Insurance contributions. You will only be paid for the hours that you work. This means that if you do not complete an assignment, only the hours worked will generate a payment obligation on our part.
  3. We will pay the relevant sum to you on a [monthly] OR [specify other time frame basis], in arrears, on or around the [DATE] of each [month] OR [specify other time frame]. Payments will be made directly into your nominated bank account for the hours that you worked during that calendar month.
  4. If you fall eligible for our auto-enrolment pension scheme, we will also deduct the mandatory pension contributions ahead of paying into your bank account what we owe you for you services.
  5. You agree that we are also entitled to make any other deductions from your pay or any other payments due to you by us, if you owe [name of your business] any money at any time.
  6. [We are pleased to confirm that you will be entitled to the following benefits:

a. [describe any benefits to which the worker may be entitled]]

* 1. You will normally report to [specify person] in carrying out your duties as a [name of your business] worker under these contract terms.
  2. Taking proper breaks is important. Where you work on a [name of your business] assignment for more than [six] hours in any day, you are entitled to an [unpaid] lunch break of [one hour].
  3. During each and every assignment that you undertake for us, you agree to abide by [name of your business]’s policies, including those relating to [health and safety], [anti-bribery and corruption], [bullying and harassment], and [personal data protection]. Copies of these policies may be [specify where or from whom they can be found or obtained].
  4. You confirm that you are legally entitled to work in the UK and do not require any additional immigration or other approvals in order to do so. You agree to notify us immediately if your entitlement to remain and work in the UK ceases for any reason. [Before we offer you any assignment under this contract, we will require you to provide appropriate documentation to evidence that you are legally entitled to work for us in the UK.]

## Working arrangements

* 1. We will notify of available [type of worker] assignments by [explain your intended procedure]. In addition:
     1. Where you accept an assignment, your duties will usually include [please specify] and we will be clear about these duties from the outset.
     2. We may vary these duties from time to time, to ensure that they are always relevant to the particular assignment that has arisen, and you agree to accommodate these variations in order to help us to meet our business needs.
     3. Where you accept an assignment, you are required to complete it. If you become unable to complete the assignment, you must notify [specify person] immediately.
     4. Where we cancel the assignment for any reason, we will notify you as soon as reasonably practicable.
  2. [Name of your business] reasonably expects you to make yourself available for assignments that we offer to you, although you may decline any offered assignment up to [3] times in any [specify period, e.g. 6 months]. If you decline more than 3 assignments in a [specify period, e.g. 6 months] period, without accepting any others that we may offer you in that same period, we are entitled to assume that you do not want to continue this contractual arrangement. If this happens, we will be entitled to terminate this contract with immediate effect and according to the arrangements described in Clause 9 (termination) below.
  3. We have the right at any stage to terminate assignments for operational reasons. Should this happen, we will pay you for the hours that you have worked up to the moment of termination.
  4. However, if we suspend you for any reason during an assignment that you have accepted, you will not be entitled to pay during that suspension period.

## Opting out of the working time rules

* 1. Annexed to this contract is a form setting out whether you want to opt out of the legal limit on how long someone may work in any week for any business: currently set at 48 hours per week (see Annex [2]).
  2. If you choose to not opt out, [name of your business] is legally obliged to ensure it does not offer you work that would result in you working for more than 48 hours in any week.
  3. It is your responsibility to keep us informed of any hours that you work for third parties in any given week where you are working for us, so that we can ensure that we comply with this obligation.

## Holidays

* 1. Your holiday entitlement is equivalent to 12.07% of the hours that you actually work in each holiday year, rounded up to the nearest hour. (You are entitled to the equivalent of [5.6] weeks' paid holiday during each holiday year (including all bank holiday entitlements). We calculate this on a pro-rata basis, depending on the number of hours that you actually work.)
  2. [Name of your business]’s holiday year runs from [1st January and 31st December] inclusive. (If you start or leave our business during this holiday year, your entitlement during that year will be pro-rated and rounded up to the nearest half day.) You accrue your holiday entitlement on a pro-rata basis throughout each holiday year.
  3. To request holiday that will fall during an assignment, please contact [specify person] to make your request and provide them with at least [specify time frame] notice of your proposed holiday dates. If [specify person] agrees to your holiday request, they will confirm this to you in writing. No more than [specify number] OR [time frame] holiday may be taken at any one time unless prior consent is obtained from [specify person]. We may require you to take (or not to take) holiday on particular dates, including during your notice period.
  4. At the end of each assignment, [Name of your business] will pay you in lieu of any holiday accrued (but which you have not taken during the assignment) for the holiday year in which the assignment ends. The amount of the payment in lieu will be calculated on the basis of:
* 12.07% of the hours that you worked in the relevant holiday year
* minus any hours of holiday that you have taken in that holiday year
* multiplied by the average hourly rate payable over the last 12 weeks in which you earned pay from us.
  1. If you have taken more holiday than your accrued entitlement at the date that your assignment ends, [Name of your business] will be entitled to deduct from any payment due to you, the excess holiday pay calculated on the basis set out in Clause 4.4 above.

## Absence due to sickness

* 1. If you fall sick or suffer an injury having accepted an assignment or during one, and are unable to work the hours that we have agreed, you must let [specify person] know the reason for your absence as soon as possible and no later than [specify time] on the first day of your absence.
  2. If you satisfy the qualifying conditions laid down by law, we will pay you statutory sick pay (SSP) at the prevailing rate, for that period of sickness or injury during an assignment. However, you will not be entitled to any other payments from the Company during this period of sickness absence.
  3. For SSP purposes, your qualifying day[s] will be those that we have engaged you to work to fulfil the assignment in question. Normally, these will be [specify the normal hours] OR [days of work from Clause 1.4.]

## Data handling and data protection

* 1. You acknowledge that we will collect, hold and process personal data relating to you. We have set out in detail the types of personal data that [name of your business] will collect and process about you, the purposes for which it processes the personal data relating to its casual workers, the lawful reason for which it is processing personal data and an explanation of the rights that you may exercise in relation to your personal data, amongst other matters, in our [Privacy Notice for employees, workers and contractors] (“**Privacy Notice**”). [name of your business]’s current Privacy Notice is available [on the Intranet] OR [from title of person].
  2. [A copy of the Privacy Notice has been provided to you at Annex 3 to this agreement, and you agree to return a signed version of the Notice to [specify title] OR [name of person] as evidence that you have received a copy of it and you have read and understood it.]
  3. You must comply with our Data Protection Policy and all laws and regulations relating to data protection when processing personal data during the course of employment. The current Data Protection Policy is available [specify location] OR [from title of person] and this Data Protection Policy may be updated from time to time.
  4. In addition to the Data Protection Policy, there are a number of other policies that relate to [name of your business]’s compliance with, and obligations under, data protection laws and regulations. You must comply with these policies, including those relating to [Computers, Phones and Other Devices Policy] [Social Media] [specify any others].
  5. [name of your business] may terminate this contract immediately by giving you notice in writing, if we have good reason to conclude that you have failed to comply our Data Protection Policy or any of our other polices listed in Section [6.4] above.
  6. Our systems enable us to monitor telephone, email, voicemail, internet and other communications. So that we can carry out our legal obligations as an employer (such as ensuring your compliance with our IT-related policies), and for other business reasons, [name of your business] may monitor use of systems including the telephone and computer systems, and any personal use of them, by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

## Confidential Information

* 1. Except in the proper performance of your duties (or as required by law), you will not, either during our engagement of you as a casual worker or at any time after the termination of your contract, without the prior written approval of [name of your business], use Confidential Information for your own benefit, or for the benefit of any other person, firm, company or organisation (other than [name of your business]) or directly or indirectly disclose Confidential Information to any person (other than any person employed/engaged by the Company whose province it is to have access to that Confidential Information).
  2. Within this Agreement, we agree that:
     1. **‘Confidential Information’**: means all information of a confidential or commercially sensitive nature and includes, but is not limited to, information in any format and however presented, stored or recorded, relating to [name of your business]’s business, such as financial plans, forecasts and all financial and accounting records, minutes of meetings and consequent action plans, business plans and strategic reviews, pricing, sales and costs information, discount programmes, marketing plans, surveys and statistical analysis, research and development projects and reports, lists of previous, current and prospective customers, suppliers, agents, distributors and/or licensees, personal data relating to workers, customers, suppliers and other third parties whose data is controlled or processed by [name of your business], customer accounts, proposals and negotiations, trade secrets, recipes and formulae, software code, systems architecture, Inventions, all unpublished intellectual property, including designs, drawings and databases and know-how, [name of your business]’s employees and officers and of the remuneration and other benefits paid to them, any incident or investigation relating to our operations or business, and including, without limitation, information that you create, develop, receive or obtain in connection with your engagement by [name of your business] pursuant to this Agreement, whether or not such information is identified to you in any manner as confidential;
     2. **Inventions**: means anything devised and/or created by [name of your business], whether an idea, process, product, system, or programme, for example, and regardless of whether it is patented or patentable, or otherwise capable of protection by registration and/or whether it is devised or created in the UK or abroad. It need not be formally recorded in any given format and might be represented by any one or combination of designs, images, plans or drawings, code, specifications, written or recorded narrative, for example; and
     3. **[Name of your business] Property**: means all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Company or its clients and business contacts, and any equipment, keys, hardware or software provided for your use by the Company during your employment, and any data or documents (including copies) produced, maintained or stored by you on your or the Company’s computer systems or other electronic equipment during your employment.
  3. You acknowledge that during any assignment that you undertake for us, it is possible that you will have access to our Confidential Information. In recognition of this, you agree that while engaged as a casual worker by us you will:
     1. agree to the restrictions in Clause 7.1
     2. use your best endeavours to prevent the unauthorised publication or disclosure by third parties of any Confidential Information; and
     3. not make (otherwise than for the benefit of [name of your business]) any notes, records, sound recordings (in any format), computer programs, photographs, imprints, screen shots, or any other form of record (whether electronic or paper) relating to any matter within the scope of the business of [name of your business] or concerning any of the dealings or affairs of [name of your business].
  4. The restrictions contained in this clause will not apply to any Confidential Information or other information that (otherwise than through your default) becomes available to, or within knowledge of the public, or to information disclosed for the purpose of making in good faith a protected disclosure within the meeting of Part IVA of the Employment Rights Act 1996, or to a relevant pay disclosure made in compliance with section 77 of the Equality Act 2010.
  5. [Name of your business] Property is and always remains the property of [name of your business] and, at any stage during your engagement as a casual worker by us, you will promptly on request return to us all and any [name of your business] Property in your possession.

## Intellectual Property and other [name of your business] property

* 1. Within this Agreement, we agree that:
     1. **Intellectual Property**: means all legally recognised intellectual property rights, including for example, any registered or unregistered, trade mark, copyright, design, patent, trading name, goodwill, get-up, or know-how, as well as the right to enforce those rights in law in order to protect their scope and the ownership of them. These rights include, but are not limited to, rights in software code and databases, to the protection of confidential information (e.g. know-how and trade secrets), to defend against passing off or unfair competition, as well as all rights to apply for protection of these and newly created, future rights, renewals and extensions, and to claim priority of rights where expansion of any of those rights is sought in other countries.
     2. **Inventions**: has the meaning given at Clause [7.2(b)] above.
  2. To the extent that during any assignment for us, you create Intellectual Property in carrying out your duties, you agree to give [name of your business] full written details of all Inventions and of all works (meaning materials of any description) embodying Intellectual Property Rights made wholly or partially by you at any time during your employment that relate to, or are reasonably capable of being used in, our business. You acknowledge that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in [name of your business] absolutely. To the extent that they do not vest automatically, you hold them on trust for [name of your business]. You agree promptly to execute all documents and do all acts as may, in our opinion, be necessary to give effect to this clause.
  3. This Agreement also obliges you irrevocably to waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) that you have or will have in any existing or future works referred to in this clause.
  4. You also irrevocably appoint [name of your business] to be your attorney, in your name and on your behalf to execute documents, use your name and do all the things that are necessary or desirable for [name of your business] to obtain for itself, or its nominee, the full benefit of this clause. A certificate in writing, signed by any director or the secretary of [name of your business], that any instrument or act falls within the authority conferred by this Agreement, shall be conclusive evidence that such is the case so far as any third party is concerned.

## Termination and changes to these contract terms

* 1. If you no longer want us to consider you for casual work assignments, please let [specify person] know as soon as possible and we will terminate this contract with immediate effect; or, if you notify us of this intention during an assignment for us, we will terminate this contract as soon as you have completed this assignment.
  2. We have the right to terminate this contract at any time, by writing to you to confirm our intention to do so. [If you are currently working on an assignment for us when we inform you of this intention, we will provide you with at least [specify number of days or weeks’] notice of the termination date and you will be paid in the usual way up to the terminate date.]
  3. If our requirements change, as they may do from time to time, we have the right to update the terms on which we offer assignments to casual workers and terminate this contract with immediate effect, by giving you written notice. Where we do so, we may propose a new contract to you that contains our new working terms. You will of course not be under any obligation to sign a new casual worker contract with us.
  4. [name of your business] may also write to tell you that this contract is terminated with immediate effect if it reasonably considers that you have committed any serious breach of its terms, or committed any act of gross misconduct. Examples of gross misconduct include (but are not limited to) behaving dishonestly, committing theft, fighting, misuse of drugs or alcohol or any other acts or omissions that might bring our business into disrepute.
  5. However and for whatever reason we may terminate this contract, you will not be entitled to any further payments from [name of your business] other than any outstanding salary and holiday pay. In these circumstances, you also agree to:
     1. return to us immediately, all Confidential Information and Company Property within your possession or control.

Please deliver these to [specify name of person] unless we direct you otherwise

* + 1. in compliance with our [data protection and data retention policies] OR [our data retention guidelines, contained within our data protection policy], permanently and comprehensively delete or destroy (as appropriate) all information relation to [name of your business], however it is stored, manifested or recorded (including on any magnetic or optical disk, memory, cloud-based storage solution, or other device or system), and any related materials derived from these sources, that are in your possession or control outside [name of your business]’s premises and normal places of work. Please note that the contact details for [name of your business]’s business contacts count as Confidential Information and so you must also delete these from any personal, social or professional networking accounts too, and
    2. provide a signed statement confirming that you have fully complied with your obligations within Clause [9.1] above and to include reasonable evidence of this compliance, if we additionally request this.

## Entire agreement, no variations and no third-party rights

* 1. What we have both agreed in this contract represents the full intentions and expectations of you and [name of your business] regarding your engagement by us as a [type of worker] casual worker. If we should later disagree about the terms of this engagement, we also both agree that this contract reflects a true, accurate and exhaustive record of our respective intentions.
  2. Any variations of this contract will be valid only where there is a written record of that variation, which has been expressly agreed, dated and signed by us both. No other terms may be implied or otherwise introduced to our relationship, as it is described in this contract.
  3. Our agreement is only between us. No person other than you and [name of your business] may rely on and/or enforce any terms of this agreement.

## Governing law and any disputes

* 1. This Agreement and any dispute or claim arising out of, or in connection with it, or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and interpreted in accordance with the law of England and Wales.
  2. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

We each agree to be bound by the terms of this contract, which takes effect on the date where it has been signed by us both:

Signed:

[printed name of your business representative]

[Title]

On behalf of [name of your business]

Signed:

[name of casual worker]

# ANNEX 1

### Personal information sheet for [name of your business]’s casual workers

Please complete this information and provide it as soon as possible to [specify person]. We need this information in order to contact you, to pay you (and pay tax and National Insurance contributions in respect of you), and to contact someone else related to you in the event of an emergency.

Until we have received this information and run our usual reference checks, we will not be able to offer you any assignments.

However you provide this required information to us, please ensure also that you sign and date the record you provide.

It is your responsibility to keep [name of your business] informed of any changes to this information.

1. Personal information Name:

Address:

Telephone number:

Mobile number:

Email address:

National Insurance number:

1. Who do you wish us to contact in an emergency?

Name:

Contact details:

1. Bank account information Account name:

Name of bank:

Address:

Account number:

Sort code:

1. Days and times you are NOT able to work for [name of your business]:
2. Number of hours per week (if any) that you regularly work for other businesses/employers:

………………………………………………………………………. [name of casual worker]

[date]

# ANNEX 2

### Working time opting out/in form

Tick one of the options below, sign and date this form and then please return it to [specify person]. Once we have received this information (and the signed and dated information contained in Annex 1 above), we will be able to start considering you for [name of your business] assignments.

Your options:

1. [ ] I **wish to** opt-out of the 48-hour working week restriction under the Working Time Regulations 1998. I am willing to work longer than this if the hours are offered to me.

You may terminate this agreement by giving three months' written notice at any time.

OR

1. [ ] I **do** not wish to opt-out of the 48-hour working week restriction under the Working Time Regulations 1998. I am not willing to work longer than the total 48-hour limit in respect of any and all of my weekly working commitments in combination.

……………………………………………………………………….

[name of casual worker]

[date]

# ANNEX 3

ANNEX 3

[Name of your business]’s employee, contractors and other workers privacy notice

[attach this here if you wish to include it - *recommended*]