**CONTRACT OF EMPLOYMENT**

(Under the Employment Act 1996)

Issued on: DATE

**BETWEEN:**

1. <employee name and address>having its registered office at <insert address>

**AND**

1. <employee name and address>

**EMPLOYER**

Your employer shall be <Insert details>.

**COMMENCEMENT AND CONTINUITY OF EMPLOYMENT**

Your employment with the Company shall commence on <Insert details>.

**POSITION**

Your position is <Insert Title>.

You are employed on a casual basis.

Due to the nature of your role, there are no set or standard hours of work for you. You are not guaranteed a minimum number of hours of work each week and in a particular week you may receive no work at all from the Company. However, the Company will endeavour to give you advance notice of the hours (and days and times) that you will be required to work in a particular week and you should confirm your availability to the Company as soon as reasonably practicable.

You are not obliged to accept the hours of work offered and the Company has no obligation to offer you work on an on-going basis or at any time. Where you are offered work, it does not give rise to a presumption that the Company will continue to offer you further work, as you are engaged on a zero-hours contract. However, you will not be penalised if, for whatever reason, you do not accept the hours of work offered on a particular occasion and it will not affect your being offered hours of work in the future.

As you are not guaranteed a minimum number of hours of work each week and in a particular week you may receive no work at all from the Company, you are free to engage in other work or activity for other employers (including self-employed activities or involvement in a spouse’s, partner’s or family business), provided that this work or activity is not in direct or indirect competition with the Company’s business or may not otherwise cause a conflict of interest.

**SALARY**

Your salary will be £Amount per annum. This will be reviewed at the end of your probationary period. Salary will be paid monthly in arrears by credit transfer to your nominated bank/building society account on the last working day of each month.

The company reserves the right, in its absolute discretion, to recover from your salary any sums which you may owe the Company from time to time including any overpayments made in error, or loans made to you by the Company. You agree that under this contract the Company shall be entitled to deduct any amounts owed to the Company by yourself from your salary.

For the purposes of the Employment Rights Act 1996 and any other relevant legislation you hereby authorise the Company to deduct from your salary any sums due from you to the company in relation to:

* Loans made to you by the Company
* any money due to the Company from you
* excess of holiday pay over entitlement
* excess of sick pay over entitlement
* excess of expenses claimed by you
* excess of any other payment made to you by the Company
* any money requested by you in writing to be deducted
* losses suffered by the Company as a result of your negligence or breach of Company rules.
* recovery of training costs

**REFERENCES**

Your contract of employment is subject to the receipt of two satisfactory references. In the event that your references are not satisfactory, the Company reserves the right to withdraw this offer of employment or terminate your employment if they are received after your employment has commenced.

**PROBATIONARY PERIOD**

This appointment will be subject to a 6-month probationary period during which time your skills and suitability for the position will be assessed. Should the end of your probationary period or an agreed extension fall during any period of annual leave then your review will take place at the end of your annual leave period and you remain employed under the probationary terms of employment

**PLACE OF WORK**

You will be based from the Company’s <Location> office, however you may be required to work at other locations throughout the UK.

**HOURS OF WORK**

Your normal working hours in a week are variable. These hours will be organised according to business demand which the Company will notify you of on a daily basis, from your daily call.

The Company may require you to perform a reasonable amount of work out with your normal hours of work, depending on the needs of the business. You are entitled to receive payment for this work at your normal hourly rate.

You acknowledge that although the Company will endeavour to allocate you suitable work when it is available, the Company is under no obligation to provide you with any work, or to provide any Minmum number of hours of work in any day, week or year.

We will give you as much advance notice as is reasonably practicable (normally not less than 24 hours) of the days and hours you will be required to work.

**ANNUAL LEAVE**

Currently the Working Time Regulations 1998 entitle all workers to a minimum of 5.6 weeks’ annual leave, inclusive of any public holidays. Due to the casual nature of your employment, your holiday entitlement will accrue based on the number of hours worked each month. Your entitlement will be calculated at 12.07% of all hours worked in the month.

For example, if you work 10 hours in a month x 12.07%, you will be entitled to 1.21 hours paid holiday for that accrued month.

You are not permitted to carry holidays over from one leave year to the next. The Company’s leave year operates from 1st January to 31st December.

If you resign giving full notice you will be paid in lieu for any annual leave earned but not taken in that year. However, if at the time of termination you have taken in excess of your accrued entitlement on a pro rata basis you agree to reimburse the Company for that excess holiday and agree that this reimbursement may be deducted from your final wage. Further details can be found in your Employee Handbook.

All applications for Holidays must be submitted and approved two weeks BEFORE the event.

Full details of the Holiday entitlement and associated non-contractual rules are contained in the Staff Handbook

**NOTICE PERIOD**

The following periods of notice must be given by either you or the Company to terminate your employment:-

**Employee:** You are required to give one month’s notice to terminate your employment, provided you have up to, and including, 4 week’s continuous service. If you have less than 4 week’s continuous service, you are obliged to give one week’s notice.

**Company:** During your first 2 years of employment, one week’s notice will be given.

More than 2 years’ continuous service, one week for each complete year of service, up to a maximum of 12 weeks after 12 years’ service.

The Company reserves the right to make payment in lieu of notice. Your employment may be terminated by the Company without notice or payment in lieu of notice if you commit an act considered to constitute gross misconduct.

The Company reserves the right to deduct any outstanding sums owed to the Company on termination (e.g. holiday taken in excess of entitlement or salary advance) from any monies owing to you at that time.

The Company reserves the right to terminate your employment, without notice, in the event of any act of gross misconduct or serious breach of the terms of this agreement.

**SICK PAY**

Payment of full salary for periods of sickness is at the discretion of the Directors. There is no entitlement for Company Sick Pay, however, the Company operates a Statutory Sick Pay scheme and you are required to co-operate in the maintenance of necessary records. For the purposes of calculating your entitlement to Statutory Sick Pay, qualifying days are those days on which you are normally required to work. Payments made to you by the Company under the Sick Pay provisions in satisfaction of any other contractual entitlement will go towards discharging the Company’s liability to make payment to you under the Statutory Sick Pay scheme.

**TRAINING**

The Company may, from time to time, offer you the opportunity to participate in training courses to develop your career. Such courses shall be paid for by the Company, together with associated and agreed expenses.

The Company reserves the right, should you terminate your employment, to recoup these monies as follows:-

Within 1 year of receiving training – 100% of Course Fee.

Within 2 years of receiving training – 50% of Course Fee.

**OCCUPATIONAL DRIVING**

It should be noted that the Company’s insurance policy does not cover the use of private vehicles. The Company will not be responsible for any additional payments for this cover.

It is the individual’s responsibility to ensure that their car insurance provides sufficient cover to allow them to drive their vehicle whilst on Company business. If required, such insurance must be arranged by the individual at their own expense.

In so far as permissible by law, the Company will not accept any liability for incidents arising from the use of a private vehicle being used on Company business.

**MEDICAL EXAMINATION**

The Company reserves the right to require you to be examined by an independent medical practitioner as necessary in order to seek a medical opinion. The costs of such an examination will be met by the Company. By this contract, if requested by the Company, you agree to allow the Company to have access to any medical or health report, in its complete form, prepared by any health professional on your physical or mental health condition.

**RETIREMENT**

The Company does not operate a default retirement age, therefore, you need only give notice as detailed in the Notice Period section should you wish to retire.

**COLLECTIVE AGREEMENT**

There is no collective agreement in force relating to this contract and there is no recognition agreement in force for collective bargaining purposes.

**DISCIPLINARY AND GRIEVANCE PROCEDURES**

The Company has detailed disciplinary and grievance procedures which are outlined in the Employee Handbook. These procedures do not form part of your contract of employment. Any changes to these procedures will be communicated to you and it is your responsibility to ensure you familiarise yourself with the contents.

**POSITIVE WORK ENVIRONMENT**

The Company wishes to maintain a positive work environment for all of its employees. We therefore require the employee not to engage in, or knowingly permit any fellow employee to engage in, conduct which could amount to discrimination on the grounds of sex, race, religion or belief, age, sexual orientation or disability or harassment against any other employee, customer or supplier.

**PRIVATE WORK**

Private work of a similar nature to that carried out by the Company will not be permitted unless permission has been granted by a Director, in advance.

**SECONDARY EMPLOYMENT**

Your employment here is deemed to be your primary employment and you should not engage in any activities that are either in competition with the Company or likely to jeopardise your job performance.

You are required to inform the Company of any secondary employment undertaken as this may impede on the working time directive.

**CONFIDENTIALITY**

All employees owe a duty of confidentiality to the Company. This requires you to exercise care in the use of information which you acquire in the course of your employment and to protect the information that is held in confidence or may be commercially sensitive.

During your employment, and after its termination, you must not divulge or disclose to anyone outside the Company any confidential information concerning the Company or finances of the Company, or clients, or prospects of the Company, and must not use such information for your own purposes. This includes communicating to the media and the use of electronic communication, including social media websites.

You shall not (except in the proper course of your duties) during or after the period of your employment, divulge to any person whatever or otherwise make us of (and shall use your best endeavours to prevent the publication of or disclosure of) any trade secret or any confidential information relating to the Company or any of its suppliers, agents, distributors or clients.

All notes, e-mails and memoranda of any trade secrets or confidential information concerning the business of the Company or any of its suppliers, agents distributors or clients which shall be acquired, received or made by you during the course of your employment shall be the property of the Company and shall be surrendered by the employee to someone duly authorised at the termination of your employment or at the request of the Company at any time during the course of your employment.

**RESTRICTIVE COVENANT**

Prior to the termination of your employment you must not appropriate, for your own use or that of others, information held by the Company in connection with its business.You are required to provide the Company with any client lists you have obtained during the course of your employment on the termination of your employment.

You will not, for a period of 6months after the end of your employment, either on your own behalf or with, through, for or on behalf of any other person, firm, company or organisation:

* solicit or try to solicit, or deal or try to deal, in connection with our business or any business of a type carried on by us at the end of your employment, the custom of any of our customers or suppliers where the customer or supplier is one with whom you dealt during a period of 6 months before the end of your employment;
* entice away or try to entice away from us any person employed or engaged by us as director, consultant or employee in a senior or skilled capacity with whom you had a close working relationship during a period of 6 months before the end of your employment;
* be engaged, concerned or interested, in any capacity whatsoever (without our prior written consent) with any of our customers within the UK where the customer is one with whom you dealt during a period of 6 months before the end of your employment.
* If your employment ends within the first six of employment, the period of the restrictions under this clause will be three months instead of six months.
* You agree that each of the restrictions in this clause are reasonable and necessary to protect our confidential information and intellectual property.

**DATA PROTECTION**

The Company requests and retains personal information regarding its employees to enable it to carry out its legal and operational responsibilities as an employer. Employees are required at all times during their employment to comply with the provisions of GDPR and with any policy introduced by the Employer to comply with the Regulation.

The information about you will be kept up to date, held securely by the Company and shall not be used or disclosed in any manner incompatible with GDPR. The Employee consents to the processing by the Employer or any associated Company of personal data relating to him/her as necessary for the performance of the Employee’s contract and/or the conduct of the Employer’s business. The Employee explicitly consents to the Employer processing any sensitive personal data relating to the Employee as necessary for the performance of the Employee’s contract and/or the conduct of the Employer’s business, and is not prejudicial to the interests of the Employee.

It is your responsibility if you process data to ensure that it is not given to any individual who is not authorised to see it or receive it. You will be informed of the name of the Company’s data controller who will make and promulgate decisions on what and where data is kept, how long it will be kept and how it is to be processed.

The Company retains and processes data on you for business purposes such as HR and payrolland also for legislative purposes. You will be asked to give positive consent to the Company to ensure our compliance with GDPR. This will mean you indicating in writing that you do or do not consent to our holding and processing of your data.

If you leave the Company, you have the right under GPDR to be “forgotten” and all Company held data on you permanently deleted. If you wish to be “forgotten” you should contact the Company’s data controller who will comply with your request.

**WORKING TIME AGREEMENT**

Please tick the appropriate box below:-

|  |  |
| --- | --- |
|  | ✓ |
| **I am** willing to work more than 48 hours (including overtime) if required. |  |
| **I am not** willing to work more than 48 hours (including overtime) if required. |  |

This consent does not constitute any agreement or guarantee by the Company that extra hours will be available.

I understand that if my circumstances change and I can no longer agree to work more than 48 hours, I must give one week’s notice in writing. Additionally, I understand that work undertaken with other companies will contribute to the 48 hour total.

**VARIATIONS OF TERMS AND CONDITIONS**

The Company reserves the right to make reasonable changes to any of the terms and conditions of the employment detailed in this contract. Changes to your terms and conditions of employment shall be notified to you, in writing, and you will be given not less than one month’s written notice of any significant changes. It is your responsibility to ensure you are familiar and comply with the Company policies and procedures.

Please complete the section below and return the entire Contract of Employment, retaining a copy for your own records.

**DECLARATION AND ACCEPTANCE**

I hereby acknowledge and accept the above terms and conditions of employment

**Signed: …………………………………………………………….**

**Dated: …………………………………………………………….**