

Company name
Casual Worker Agreement

Terms and Conditions of Engagement

This agreement sets out the particulars of the agreement on which (**enter company name**), a limited company registered in England and Wales with registered Company Number (**enter number**) and having its registered office at (**enter address**)

Engages:

(**Enter Employee name and full address**)

This agreement does not constitute a contract of employment between you and the Company because its operation does not require any obligation on either party. Work will be offered to you on an “ad-hoc” basis as and when there is work to be done. You are free to accept or decline such offers of work. For the avoidance of doubt, your legal status is that of a “worker”.

Nature of engagement

When work is offered by the Company, it will be in the capacity of a (**enter title/role here**) and the attached job description sets out your duties and responsibilities. In addition to your normal duties, you may be required to undertake such other duties as the Company may from time to time reasonably request.

Commencement of engagement

Your engagement began on (**enter date**).

Place of work

You will normally be required (**enter details here**).

Pay

You will be paid (**enter rate of pay here**) to be paid (**weekly/monthly/etc**) by (**method**), in arrears.

Hours of work

Work will be offered to you on an "ad hoc" basis as and when there is a requirement for work to be done. You are free to accept or decline such offers of work. You are not guaranteed continuous work and we are under no obligation to offer you further or particular periods of work. If there is a shortage of work our use of your services will cease without payment. No contract shall exist between the Company and yourself in the periods between agreed periods of work.

During periods of work, you will receive appropriate breaks in accordance with the direction provided to you in advance.

The Working Time Regulations provide that the average working time including overtime does not exceed 48 hours in each seven-day period. By signing this agreement with the Company, you agree that this limit shall not apply to you.

Annual holidays

The holiday year begins on 1st January each year. Your paid holiday entitlement is 5.6 working weeks

pro-rata. You must comply with the Company's rules on requesting and taking holidays.

Your holiday pay will be based on your average earnings over the previous 52 weeks.

In the event of termination of engagement, your entitlement to accrued annual leave will be calculated and any annual leave accrued but not taken will be paid for.

However, in the event of you having taken any holidays in the current holiday year, which have not been accrued pro-rata, then the appropriate payments will be deducted from your final pay.

It is our policy to encourage you to take all of your holiday entitlement in the current holiday year.

Sick pay

Statutory sick pay (SSP) is payable for periods of sickness in line with the qualifying conditions. Provided your circumstances meet the qualifying conditions, you will receive SSP during periods of sickness which are notified to us subsequent to your agreement to undertake a period of work for the Company.

Benefits

Aside from any set out elsewhere in this statement, you are not entitled to any additional benefits from the Company.

Deductions

Deductions from your pay will be made for overpayments, defective work, damage to Company, employees' or workers' property or premises, misuse of Company property, failure to return any Company property which is in your possession or for which you have responsibility.

Deductions will be made from the next payment due and/or any monies outstanding at the end of your period of work.

Equal opportunities

The Company provides equal opportunities and is committed to the principle of equality regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation. The Company will apply policies that are fair, equitable and consistent with skills and abilities. You have a duty to support us in implementing these policies to ensure equality of opportunity.

Data protection

The information that you provide us with about yourself for the purpose of administrative procedures in relation to your engagement will be processed in line with current Data Protection legislation. You provide consent to our processing of your data for these purposes.

Confidentiality

All information that:

- is or has been acquired by you during, or in the course of your engagement, or has otherwise been acquired by you in confidence
- relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort, and

- has not been made public by, or with our authority shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your contract, disclose such information to any person without our prior written consent.

You are to exercise reasonable care to keep safe all documentary or other material containing confidential information and shall at the time of termination of your engagement with us, or at any other time upon demand, return to us any such material in your possession.

Compliance with Company policies

You are required to familiarise yourself with and comply with Company policies and procedures set out in the Handbook on, for example but not limited to, holiday booking, notification of absence, health and safety procedures.

Conduct and performance

You are responsible for maintaining high standards of work, personal behaviour and conduct during each individual period of work. The manager to whom you are accountable has the authority to suspend or terminate your contract, prior to the conclusion of any agreed period of work, should there be a breach on your part of the relevant standards. You are required to comply with all reasonable instructions given to you by the manager.

You are required to undertake your tasks with the integrity, care and skill required by the Company.

Health and safety at work

Under Health and Safety legislation each individual has a legal responsibility for their own welfare and for the health and safety of others.

The Company will take all reasonable practical steps to ensure your health and safety and welfare while at work and when you are travelling on business for the Company. You must familiarise yourself with the Company's health and safety policy and its safety and fire rules. It is also your legal duty to take care of your own health and safety and that of your colleagues. You should keep the Company aware of any health concerns you may have which may have an effect on your work.

Any queries you may have relating to health and safety matters should be raised in the first instance with ([enter contact details here](#)).

Notice

This agreement is terminable on notification from either you or the Company. No notice is required for its termination.

Return of company property

On the termination of your engagement you must return all Company property which is in your possession, or for which you have responsibility, by the last day of your engagement. This includes, but is not limited to, the following:

- ([enter details](#))

Governing law and jurisdiction

This agreement is governed by the laws of England and Wales and any claim/dispute arising from its construction or enforceability will be governed by and in accordance with those laws. This extends to non-contractual disputes or claims.

Each party irrevocably submits that the Courts of England and Wales will have jurisdiction over any claims and attempts to resolve all controversies or claims of whatever nature arising from this contract's construction or enforceability or any breach of it.

Acknowledgement

Please sign below to indicate that you have read and understood the contents of this agreement.

Worker signature:	
Worker name:	
Date:	
Signed for and on behalf of (Enter Company Name)	
Name:	
Date:	