**Worker/Casual Worker Agreement**

This statement lists the terms and conditions (‘particulars’) of your employment with <employer name> which are required to be given to you under the Employment Rights Act 1996.

**Names of the worker and employer and the start date**

You [name of worker] began working for [name of employer] on [date employment started].

**Terms of the Appointment**

This appointment is on a casual basis. You will be employed as a [job title].

The services you are to provide to <employer> are on an ad hoc and casual basis.

The exact duties to be carried out will be agreed with you.

This post carries no fixed hours per week. Actual hours required will be discussed with you. The <employer> will try to give you as much notice as possible when offering work; however, there is no obligation on the part of the <employer> to provide you with work, nor for you to accept any work offered.

The <employer> reserves the right to withdraw work at any time and payment will only be given for hours worked. There is no continuing obligation on the <employer> to offer you any more work once a period of casual work has come to an end nor is there any obligation on you to accept any work that may be offered in the future.

**Place of work**

[Note: use either or both options.]

A. Your normal place of work is [address].

B. You may be required to work at [give details].

**Break entitlement**

[Select from the paragraphs below and delete as applicable]

You will receive a 20-minute unpaid break if your working hours in any day are more than six.

[OR]

You are entitled to an unpaid break lasting [insert number] minutes each day.

**Remuneration**

You will be paid at the fixed rate of **£XXX per hour** for the hours you actually work, which is payable monthly in arrears on the last working day of each month to your bank or building society account. This is on the basis of a time sheet being submitted to the <insert to where/who> at the start of every month, for hours completed in the previous month.

There are no enhancements for evening, weekend, or Bank Holiday working. An itemised pay statement of your earnings and deductions will be sent to you on your normal pay date. You may need to complete a HRMC Starter Checklist, available from the <where/who> at the beginning of your period of casual work.

**Holidays and holiday pay**

Your holiday entitlement is 6.6 weeks per annum pro rata (including the bank holiday allowance) (this is based on 25 days annual leave, plus the bank holiday, you will need to change the number of weeks and per cent if you offer more of less holiday).The holiday entitlement of 6.6 weeks is equivalent to **14.54 per cent** of the hours worked. You will accrue holiday based on the hours that you have worked which you can request to take as holiday for which you will be paid. Please contact your supervisor for an up-to-date calculation of the holiday you have accrued and to request paid leave. You should arrange to take all annual leave in the same calendar year in which it was accrued.

**Notice**

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

[OR]

The <Employer> will inform you if a decision is made to no longer consider you for periods of work. You agree that you will inform the Company that you no longer intend to offer your services to it.

**Sickness Absence**

There is no entitlement to payment during absence due to sickness. Where you are unable to work as arranged, due to sickness, you must inform the <employer> as soon as possible.

You should not accept an assignment if you know you will be unable to work all or any of the hours agreed because of sickness or injury.

During a period of sickness you are not entitled to receive occupational sick pay, however the <employer> will pay statutory sick pay (SSP) where required to do so in line with HMRC regulations.

**Pensions**

As an ‘entitled worker’ you have the right to join the workplace pension scheme; which is the Church Workers Pension Fund Pension Builder Scheme administered by the Church of England Pensions Board. For further information or to join the scheme please contact Human Resources.

**Training**

As part of or during the course of an assignment you may be asked to attend appropriate training courses or other events to assist you in the performance of your duties, for which you will be paid at your hourly rate, as set out in this agreement.

**Working Time Directive**

The working time regulations require that workers do not exceed working more than 48 hours per week over a 17 week period; these restrictions apply where hours are worked between multiple employers. Workers over the age of 18 who want to work more than 48 hours can choose to opt out of the 48-hour limit, in which case your decision must be confirmed in writing to us. Otherwise by signing this agreement you agree to ensure that you comply with the working time limits as set out in the Working Time Directive.

Confidentiality:

I confirm that I will not:

1. Disclose any confidential information to any person (except those authorised to know).
2. Use or attempt to use or enable any person to use any confidential information in a manner which directly or indirectly causes loss to the <employer> or which may or might reasonably be expected to directly or indirectly to cause loss to the <employer>
3. Through any failure to exercise due care and diligence cause any unauthorised disclosure of any confidential information.

The provisions of the above do not apply to confidential information which you are requested to disclose by a Court of Law, other properly authorised statutory body, or that which could be deemed to fall within the <employer> public interest disclosure procedure or within the provisions of the Public Interest Disclosure Act 1998.

**Signed on behalf of < employer>:**

**Signed: ………………………………………………………**

**Name: ………………………………………………………**

**Job Title: ………………………………………………………**

**Date: ………………………………………………………**

**PLEASE SIGN AND RETURN THE SECOND COPY OF THIS STATEMENT TO INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT**

Name:- ..............................................................................

Date:- ........................……………………………………………………..