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TITLE – ZERO HOURS CONTRACT FOR EMPLOYEE

|  |
| --- |
| Review all clauses as well as highlighted areas to ensure you have amended the contract template correctly to fit your needs. |

**Written Particulars of Terms of Employment**

This Statement, together with the Employee Handbook, forms part of your Contract of Employment (except where the contrary is expressly stated) and sets out particulars of the main terms on which [Company name and address] employs:

**Name of employee**

**Commencement Date**

* Your employment on this contract starts on [Day, Date, Month, Year].

[If Applicable **Date of Continuous Employment**

* Your original start date of [date] will be used to calculate your continuous service.]

**Job Title**

* You are employed as [Job Title].
* Please refer to [ ] for a list of your duties and responsibilities.
* The Company may amend your duties and responsibilities to suit the needs of the business.

**Place of Work**

* You are employed to work at [Site]. You may also be required to work at another Company site within reasonable distance from your current site to assist with business needs.
* You may be required to transfer permanently to another Company site within reasonable distance, in which case reasonable notice, of at least, [ ] will be given.

**Reporting**

* You will report to your [Job Title].

**Probationary Period**

* Your employment as [Job Role] is on a probation period of [insert probation period].
* [include if needed – It is a condition of your employment that you complete online/in person training within the deadlines set. Failure to do so may result in you not passing your probation period].
* Full details relating to probationary periods are outlined in the Employee Handbook, to which you should refer.

**Hours of Work**

* There are no guaranteed hours/shifts for this role.
* You will be given reasonable notice on each occasion when hours/shifts are offered to you.
* Hours/ shifts offered will vary depending on the needs of the business and will be on any trading day, including Evenings, Weekends and Public Holidays.
* It is entirely at The Company's discretion whether to offer you hours/shifts and it is under no obligation to provide work to you at any time.
* This contract does not create any obligation on you to perform work for The Company (even if offered).

**Salary**

* The salary for this position is £[X] per hour.
* Payment will be made [insert cut off, frequency of payment e.g. weekly/monthly/4 weekly – Specify when they should expect to receive payment], directly into your personal bank account.

[EXAMPLES

* You will be paid 4-weekly in arrears on a Friday for hours worked up to and including the previous Sunday.

OR

* You will be paid monthly in arrears for hours worked up to 22nd of each month, on the closest working day to the last day of each month].

**Deductions from Pay**

* Should you at any time owe money to The Company, then The Company reserves the right to deduct such monies from all monies due to you in accordance with any legislation relating to deductions that may apply.
* Monies owed to The Company will include but are not restricted to loans or wage advancements, overpayment of wages, overtaken holiday, losses incurred through damage to Company property or equipment by you and proven theft of cash or stock
* You hereby confirm and agree that The Company may make these deductions as outlined in this clause.

**Holidays**

**Either**

* The holiday year runs from [date to date] each year.
* You accrue holiday hours at the rate of 12.07% of the hours worked in any pay period. This includes accrual for bank and public holidays.
* All holiday accrued must be taken during the holiday year and cannot be carried over into the next year nor may payment in lieu of such holidays be made, except in exceptional circumstances approved in writing by The Company.
* Should you leave The Company during the holiday year, your holiday entitlement will be calculated pro-rata to the date of leaving.
* Payment in lieu of holiday entitlement not taken before you leave will be made, however, where holiday taken exceeds your entitlement at the time of leaving, a deduction equivalent to the amount of the unqualified holiday pay will be made from any monies due to you.
* The Company may require you to take all or part of your holiday entitlement at any time to suit the needs of the business.
* Please refer to the employee handbook for more details.

**OR – If you use rolled-up holiday**

* In addition to your hourly rate, you will be paid an amount in lieu of accrued holiday entitlement in each pay period.
* This amount will be calculated as a sum equivalent to 12.07% of your hourly rate, which corresponds pro rata to the statutory full-time holiday entitlement of 5.6 weeks inclusive of Bank and Public Holidays.
* The holiday pay will be identified as holiday on your payslip.
* Please refer to the employee handbook for more details.

**Sickness**

* When you are absent due to sickness you must inform [Job role] by [include your specific requirements e.g. - telephone as early as possible on the day and at least two hours before you are due to commence work].
* Full details and procedures relating to sickness absence are covered in the Employee Handbook to which you should refer.
* For absence due to sickness, The Company will pay Statutory Sick Pay. Conditions relating to Statutory Sick Pay are shown in the Employee Handbook to which you should refer.
* [Include details if relevant of your company sick pay and when it applies].

**Pensions**

* The Company participates in and runs an auto-enrolment workplace pension scheme. The current employee contribution rate is [e.g. 5% and The Company will contribute a total of 3%] of your salary to your Pension.
* Further details on the scheme can be obtained in [Include as required - the Employee Handbook, from XXX].

**Time devoted to The Company**

* During your working hours with The Company, you are required to fully dedicate your time, focus, and skills to fulfilling your responsibilities. You are strictly prohibited from engaging in any other activities of any nature during these hours

**Notice Period**

* Your employment may be terminated by either party giving written notice as follows:

***[amend as required to fit your specific policy on notice]***

Notice by The Company

|  |  |
| --- | --- |
| Length of continuous service | Minimum period of notice |
| Less than one month  One month to one year | One day  One week |
| 1 to 12 years | One week for each continuous year of employment |
| 12 or more years | 12 weeks |

Notice to The Company

|  |  |
| --- | --- |
| Length of continuous service | Minimum period of notice |
| Less than one month  One month to one year | One day  One week |
| 1 to 12 years | One week for each continuous year of employment |
| 12 or more years | 12 weeks |

* No notice period applies if The Company terminates the employment on the grounds of gross misconduct by the employee.

**Pay in lieu of notice**

* The Company reserves the right to Pay in Lieu of Notice (PILON).
* PILON will be calculated based on average pay, not including any benefits or holiday pay, over the 12-week period up to the date that notice was served.
* No PILON applies if The Company terminates the employment on the grounds of gross misconduct by the employee.

**Confidentiality**

* During the course of your employment, you will acquire information relating to the business, its suppliers, contractors and customers and other parties. Such information, which is not public, is confidential. You must not disclose confidential information to any other party, save as required by law, either during or after the termination of your employment with The Company. Please refer to the employee handbook for more detail.

**Disciplinary and Grievance Procedures**

* The disciplinary and grievance procedures applicable to you are in your employee handbook. Please refer to the employee handbook for more detail. These procedures do not form part of your contract of employment.

**Employee Handbook**

* Your employment is subject to The Company’s rules and regulations relating to the codes of conduct and disciplinary and grievance procedures as are in effect from time to time and are contained in the employee handbook.

**Changes to Terms and Conditions of Employment**

* The Employer reserves the right to make reasonable changes to any of the terms and conditions of your employment, you will be notified in writing one month prior to any changes. Please refer to the employee handbook for more detail.

Data Protection and General Data Protection

* You must take all necessary precautions to ensure that any personal data you handle or transmit during your employment, including but not limited to personal data about any employee, worker, contractor, client, customer, supplier, agent, distributor, shareholder, adviser, or other business contact of The Company, is not disclosed to or accessed by unauthorized individuals. If you become aware of any actual or potential breach of data protection requirements or The Company’s data protection policy, you must immediately notify your line manager. By signing this contract, you confirm that you have read and agree to comply with the full policy outlined in the Employee Handbook.
* Any data collected or processed by The Company about you will comply with legislation in force and you confirm that you have read and agree to the collection and processing of this data as fully outlined in The Company Privacy Notice which is [attached OR available on/from XXX]. By signing this contract, you explicitly agree to the collection, transfer, and use of your personal data as outlined in this clause.

**Governing Law**

* This contract 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 construed in accordance with the law of England and Wales.
* The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

By signing below, I confirm;

1. I have received a copy of the statement of written particulars of Terms of Employment as required by section 1 of the Employment Rights Act 1996, of which this is a copy.
2. I confirm that I have received and read a [n electronic] copy of the employee handbook, which together with these written particulars of Terms of Employment forms part of my contract of employment except where expressly stated otherwise.
3. I confirm that I am legally entitled to work in the United Kingdom

Signed for and on behalf of [Company Name]

|  |  |
| --- | --- |
| Name |  |
| Signature |  |
| Date |  |

Signed by the employee

|  |  |
| --- | --- |
| Name |  |
| Signature |  |
| Date |  |