Statement of main terms of agreement

Employer:

Address of employer:

Employee:

Address of employee:

The Employee commences casual employment with the Employer on \_\_\_\_\_\_\_\_ under the following terms:

1. **Job title and place of work**
   1. You are employed as a Personal Assistant.
   2. Your usual place of work will be at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and when requested you will work away from the usual place of work either accompanying the Employer or independently of.
   3. Your specific duties and responsibilities are set out in the job description.
   4. The Employer may from time to time, after consulting with you, require you to carry out other duties either on a temporary or permanent basis.
2. **Hours of work**

You will be engaged on an “as and when required basis”. There is no guarantee of the amount of work you will receive whilst on the register of casual workers and there is no obligation upon you to accept work.

The shifts that you will be required to work will be notified to you in advance although the employer reserves the right upon [period] prior notice to require you to change shifts and/or patterns and/or shift periods in accordance with operational requirements.

* 1. You must complete a weekly/monthly time sheet to be submitted to the Employer no later than\_\_\_\_ in order that the Employer can calculate your wages. Payment will be delayed if the time sheet is submitted after this date.
  2. The Employer may, in addition to National Insurance and/or PAYE, deduct from your wages any overpayment made or sums that you may owe te Employer from time to time.
  3. The Employer reserves the right to vary your start and finish times and the number of hours worked on any given day. You may be required to work overtime including weekends and on bank holidays according to the Employers needs.
  4. You are required to make yourself available to cover shifts of absent Employees through sickness and holidays and the Employer will endeavour to provide reasonable notice of any request for additional hours.

1. **Rates of Pay** 
   1. current rates of pay are:

[£ ] per hour Monday to Friday

[£ ] per hour Saturday and Sunday

Bank Holidays will be paid at [ ]

Wage payments will be paid [enter details of when and how the wages will be paid]

1. **Holiday Entitlement**

Your paid holiday entitlement is 5.6 weeks’ pro-rata (at a proportional amount).

The statutory holiday entitlement of 5.6 weeks is equivalent to 12.07 per cent of hours worked over a year. This equates to [£ ] per hour. Each time you are paid for hours worked you will receive, on top of the standard hourly rate shown in condition 3, a payment to cover your accrued statutory holiday entitlement.

The 12.07 per cent figure is 5.6 weeks' holiday, divided by 46.4 weeks (being 52 weeks - 5.6 weeks). The 5.6 weeks are excluded from the calculation as the worker would not be at work during those 5.6 weeks in order to accrue annual leave. So if someone works 10 hours, they are entitled to 72.6 minutes paid holiday (12.07/100 x 10= 1.21 hours = 72.63 minutes).

This entitlement is inclusive of all bank holiday entitlement.

1. **Sickness** 
   1. If the Employee is unable to come to work because of sickness they must inform the Employer as soon as they are aware of their inability to attend so other arrangements may be made. The only payment for sick pay will be Statutory Sick Pay according to the regulations, which will be paid providing the Employee follows these procedures:
2. Inform the Employer as soon as the Employees know they will not be able to come to work and in any event not less than 2 hours prior to the shift start time.
3. If the Employee is off sick for more than 3 days they are required to complete a self certificate form
4. The Employee will be required to provide a Medical Certificate if the Employee is absent for more than seven days
5. For the purposes of the Statutory sick Pay scheme the agreed qualifying days are Monday to Sunday
6. There is no contractual right to payment in respect of period of absence due to sickness or inability to attend work.
7. **Confidentiality and Security** 
   1. The Employee must respect the privacy of the Employer and their family. The Employee must maintain a professional approach at all times, keep information gained in the course of their employment confidential and specifically should not discuss the Employer’s household, domestic or health situation with others.
   2. Breach of condition 8.1 will be treated as gross misconduct for the purposes of disciplinary action and may result in termination of your employment contract.
8. **Driving license**

It is a condition of your employment contract that you hold a driving license valid to use in the United Kingdom appropriate to the classes of vehicle that you may need to drive in performing your duty. If you receive any endorsements or are disqualified from driving or otherwise lose your license, if you believe you may have any medical condition that may affect your ability to drive, you must inform your Employer immediately. If you lose your license or develop a medical condition that the Employer believes affects your ability to drive safely your employment may be terminated.

1. **Disciplinary and Grievance** 
   1. These procedures are not contractual. Disciplinaries will be held in accordance with any procedures and policies which may be provided from time to time or in the alternative in accordance with ACAS codes of practice.
   2. Grievances should be presented to the Employer in writing who will endeavour to respond within a reasonable time frame. Grievances will be head in accordance with policies and procedures which may be issued from time to time or in the alternative in accordance with ACAS codes of conduct.
2. **Trade Unions**

You have the right to join a trade union. There are no collective agreements relevant to your employment.

I have read the above statement of conditions of employment and understand the conditions and agree to abide by them.

Signature of Employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Employer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If you are signing on behalf please answer the questions below.

Relationship to Employer (appointee or power of attorney) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_