**Standard statement of terms and conditions/
written statement of employment particulars[[1]](#footnote-1)**

1. You [name of worker] commenced the engagement with ................. [name and address of employer] on ...................................[date engagement commenced]
2. You are engaged as a [job title].......................

Or

A brief description of the work for which you are engaged [brief job description][[2]](#footnote-2)

1. Your place of work is [address of workplace]..................................

.........................................................................................................

Or

You are required/permitted to work at the following places[[3]](#footnote-3)................. ............................................................

And

You may be required to work outside the UK in the course of this engagement for up to one month.[[4]](#footnote-4)

1. Your pay will be [state pay rate or scale or method of calculating remuneration]..........................................
2. You will be paid [state intervals eg weekly or monthly and the date and method of payment]

1. You are entitled to unpaid breaks in accordance with your statutory entitlement[[5]](#footnote-5).

1. As a worker, you will not be entitled to maternity, paternity or adoption pay or leave, dependent or parental bereavement leave and pay, which are only available to employees.
2. We may offer you work as it becomes available, although there is no guarantee that we will be able to do so. You are not obliged to accept any work offered. Any work would normally be performed [put in here the usual parameters for this workplace within which you would be offering work, if there are any, eg ‘Monday to Friday, between 8.45am and 6pm, which are our normal office hours’][[6]](#footnote-6). Where we intend to offer you work in any week, we will give you as much notice as we can, but we will normally contact you by phone or text by 4pm on the Friday prior to that week at the latest.[[7]](#footnote-7)
3. There is no probationary period attached to your assignment.
4. Your holiday entitlement depends upon the number of hours worked, and is based on the appropriate proportion of the full-time entitlement of 5.6 weeks per annum[[8]](#footnote-8). We calculate your paid leave using the statutory calculation, which requires us to average the last 52 weeks upon which you have done any work for us, or to take an average from the weeks that you have worked, if it is fewer than 52. Holiday pay will be paid [state here when you will pay holiday if it is at regular intervals or if it is when holiday is booked], and any such pay accrued and unpaid at the end of your assignment will be paid with your final remuneration.
5. As a worker, you will not be entitled to statutory sick pay if you cannot work because of sickness.
6. You may qualify for a pension, which is provided in accordance with our duties on pensions auto-enrolment in accordance with Part 1 of the Pensions Act 2008 and details can be obtained from/found in .............................. [refer to external document[[9]](#footnote-9)]
7. There are no training requirements attached to this engagement. On-the-job training will be provided by us as appropriate.

Or

You are required to attend a four-hour induction course at the commencement of your engagement with us/you are required to attend a day’s health and safety course prior to the commencement of your engagement with us. This will be paid at a rate of £x per hour.[[10]](#footnote-10)

1. If you no longer wish to be considered for work with us, please notify us immediately. If we are no longer able to offer you any work, we will notify you in writing.
2. There are no collective agreements affecting your engagement.

Or

The collective agreements that directly affect the terms and conditions of your engagement are ................................................... [details of the relevant agreements and indicating with whom they are made[[11]](#footnote-11)]

1. If you have a grievance relating to your engagement, you should apply in the first instance to ................................ [name of the person or position]
2. The full grievance procedure is as follows ......................................................

[fill in details of steps of both procedures here]

Or

The full grievance procedures are set out in .................................. [refer to external document where details of these procedures can be found, eg handbook[[12]](#footnote-12)]

I have received this document and have read and understood its contents[[13]](#footnote-13)

............................................................................................................................

1. This document is for use when the business has engaged a direct casual/zero hour worker, not for employees. [↑](#footnote-ref-1)
2. It is better to use the second option here, unless there is a separate job description, in which case a job title is enough. [↑](#footnote-ref-2)
3. If the workplace is likely to be fixed, use the first option; if not, or there is more than one workplace, use the second option. [↑](#footnote-ref-3)
4. This should only be used where there is some element of potential work abroad, which would be unusual for casual staff. If there is any chance that they might be working abroad for more than one month, the legislation requires that the employer specify what period it might be, what currency they are paid in, whether there are any additional pay/benefits, and how their return to the UK is to be managed. [↑](#footnote-ref-4)
5. The worker is entitled to a 20-minute break in any shift that exceeds six hours, and to at least 11 hours’ break in any rolling period of 24 hours. You may offer more frequent lunch or tea breaks, and/or breaks can be paid, at your discretion, in which case you should amend accordingly. [↑](#footnote-ref-5)
6. The legislation requires the employer to specify normal working hours and what days the worker is required to work, but this is contradictory. A fundamental feature of casual work is that there are no guaranteed hours and that the worker does not commit to any minimum working hours. Thus this clause is expressed accordingly. You should be warned that if there are normal working hours or some minimum requirement to work on either side, the worker may well have an argument that they should be treated as an employee. [↑](#footnote-ref-6)
7. This is just an example but the employer should specify how and when the worker may be contacted and offered work. [↑](#footnote-ref-7)
8. You may offer more paid annual leave here as an entitlement, but we have included the basic minimum. [↑](#footnote-ref-8)
9. The details of any pension need to be provided or made available to the worker within two months of starting work for the employer. [↑](#footnote-ref-9)
10. These are just examples; the legislation requires the employer to specify if the worker is required to complete any training and whether they have to pay for it. Since casual workers are often paid at the minimum wage, it would not normally be acceptable to charge for training and they would have to be paid at a rate at least equivalent to the prevailing minimum wage, so this is what is being provided here. You should amend as appropriate. Any detail of such training should be provided or made available to the worker within two months of starting work for the employer. [↑](#footnote-ref-10)
11. Details of any collective agreement need to be provided or made available to the employee within two months of starting work. [↑](#footnote-ref-11)
12. Details of these procedures need to be provided or made available to the employee within two months of starting work. [↑](#footnote-ref-12)
13. It is not strictly necessary for a statement such as this to be signed at all, and if it is only to indicate receipt. If it is signed to indicate agreement, it is not a statement, but a contract. [↑](#footnote-ref-13)