[ADDRESSEE]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME],

**BACKGROUND**

PCC NAME cannot always predict the exact staffing levels it will require. PCC NAME therefore requires casual staff and it is entering into this agreement to record the terms on which a casual work relationship is entered into.

**STATUS OF THIS AGREEMENT**

This contract governs your engagement from time to time by the PCC NAME as a casual worker. This is **not** an employment contract and does not confer any employment rights on you (other than those to which workers are entitled). In particular, it does not create any obligation on the PCC NAME to provide work to you and by entering into this contract you confirm your understanding that the PCC NAME makes no promise or guarantee of a minimum level of work to you and you will work on a flexible, "as required" basis. It is the intention of both you and the PCC NAME that there be no mutuality of obligation between the parties at any time when you are not performing an assignment.

PCC NAME **'S DISCRETION AS TO WORK OFFERED**

It is entirely at the PCC NAME's discretion whether to offer you work and it is under no obligation to provide work to you at any time.

The PCC NAME reserves the right to give or not give work to any person at any time and is under no obligation to give any reasons for such decisions.

**NO PRESUMPTION OF CONTINUITY**

Each offer of work by the PCC NAME which you accept shall be treated as an entirely separate and severable engagement (an assignment). The terms of this contract shall apply to each assignment but there shall be no relationship between the parties after the end of one assignment and before the start of any subsequent assignment.

The fact that the PCC NAME has offered you work, or offers you work more than once, shall not confer any legal rights on you and, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

**ARRANGEMENTS FOR WORK**

If the PCC NAME wants to offer you any work you will be contacted by the relevant line manager who will explain the details of the assignment be offered. You are under no obligation to accept any work offered by the PCC NAME at any time. If you accept an assignment, you must inform your line manager immediately if you will be unable to complete it for any reason.

**WORK**

The PCC NAME may offer you work from time to time relating to administration support. The precise description and nature of your work may be varied with each assignment and you may be required to carry out other duties as necessary to meet business needs. You will be informed of the requirements at the start of each assignment.

You confirm that you are legally entitled to work in the UK without any additional immigration approvals and agree to notify the PCC NAME immediately if you cease to be so entitled at any time.

**PLACE OF WORK**

During each assignment, your place of work will be **ADDRESS**

**HOURS OF WORK**

During each assignment, your hours of work will vary depending on the operational requirements of the PCC NAME. You will be informed of the required hours for each assignment in advance.

**PAY**

You will only be paid for the hours that you work. The Company's current rate of pay for casual workers is £10.50 an hour. You will be paid monthly in arrears by direct credit transfer to your bank account towards the end of each calendar month for the hours worked in the previous month.

The PCC NAME will make all necessary deductions from your salary as required by law and shall be entitled to deduct from your pay or other payments due to you any money which you may owe to the PCC NAME at any time.

All claims must be submitted on an approved timesheet and approved by your Line Manager. Claims must be made on a monthly basis by the 7th Day of the following month at the latest*.*

# PENSION SCHEME

PCC NAME offers a pension scheme, which is non-contractual and may be varied from time to time by the PCC NAME but which will comply with the obligations under Part 1 of the Pensions Act 2008.

**HOLIDAYS**

Your holiday entitlement will depend on the number of hours that you actually work and be pro-rated on the basis of a full-time entitlement of 28 days' (including all the usual eight public holidays in England and Wales) which is equivalent to 5.6 weeks leave. The PCC NAME's holiday year runs between 1 January and 31 December.

Your holiday entitlement is equivalent to 12.07 per cent of hours you work; therefore you will accrue an additional 12.07 per cent holiday entitlement based on each hour worked. When booking annual leave, you must ensure that you only book what you have accrued or are reasonably expected to accrue during your assignment.

**SICKNESS**

If you have accepted an offer of work but are subsequently unable to work the hours agreed on account of sickness or injury, you or someone acting on your behalf must report this to your Line Manager by telephone not later than 30 minutes after your normal working day was due to begin.

If you satisfy the qualifying conditions laid down by law, you will be entitled to receive statutory sick pay (SSP) at the prevailing rate in respect of any period of sickness or injury during an assignment, but you will not be entitled to any other payments from the PCC NAME during such period. The PCC NAME will inform you if are entitled to SSP at the relevant time.

**CONFIDENTIAL INFORMATION**

You shall not use or disclose to any person, either during or at any time after your engagement by the PCC NAME, any confidential information about the business or affairs of the PCC NAME, or about any other matters which may come to your knowledge as a result of carrying out assignments. For the purposes of this clause, **confidential information** means any information or matter which is not in the public domain and which relates to the affairs of the PCC NAME.

The restriction in this clause does not apply to:

* prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
* use or disclosure that has been authorised by the PCC NAME or is required by law or in the course of your duties.

PCC NAME **PROPERTY**

All documents, manuals, hardware and software provided for your use by the PCC NAME , and any data or documents (including copies) produced, maintained or stored on the PCC NAME 's computer systems or other electronic equipment (including mobile phones), remain the property of the PCC NAME.

Any PCC NAME property in your possession and any original or copy documents obtained by you in the course of your work for the Company shall be returned to the LINE MANAGER/OTHER PERSON at any time on request and in any event at the end of each assignment.

**TERMINATION**

If you no longer wish to be considered for casual work by the PCC NAME you should inform LINE MANAGER/ OTHER PERSON as soon as possible.

The PCC NAME may terminate this contract immediately by giving notice in writing to you if it reasonably considers that you have committed any serious breach of its terms or committed any act of gross misconduct. Non-exhaustive examples of gross misconduct include dishonesty, theft, fighting, misuse of drugs or alcohol or any other acts or omissions which might bring the PCC NAME into disrepute.

**GOVERNING LAW**

This contract will be governed by the law of England and Wales.

**Data Protection**

The PCC NAME will need to process personal information relating to you throughout the term of your employment. Further details regarding how we use this information is described in Schedule 1. We ask you to consider Schedule 1 and sign where indicated to confirm you have read and understood the content.

**DECLARATION**

The contract sets out the contractual terms which apply to your agreement to undertake casual work with the PCC NAME. You are expected to comply with those elements of the staff handbook that relate to health and safety, data protection, expenses, IT (including use of email and social media) and disclosure of confidential information.

Signed………………………………………………………… Dated…………………………………………………

Signed .....................................................

[NAME OF RECIPIENT]

Dated ........................................................

**SCHEDULE 1**

**EMPLOYEE PRIVACY NOTICE**

PCC NAME(‘we’ or ‘us’) provide this notice to make employees aware of our policies relating to the processing of Personal Data in accordance with the Data Protection Act 1998 as amended, replaced, re-enacted or consolidated from time to time (including without limitation the General Data Protection Regulation (EU) 2016/679 and any national law relating to the processing of personal data (‘Data Protection Legislation’)) references to ‘Personal Data’ and ‘Sensitive Personal Data’ within this schedule shall be references to those terms as defined in Data Protection Legislation.

**Personal Data**

We will obtain a variety of Personal Data relating to you prior to and during the course of your employment with us which will be held in computer records and personnel files. This includes but is not limited to Personal Data which you supply to us during the application process for your job role including any information obtained directly from you such as your C.V and any ancillary information provided as part of your application and information obtained from third parties such as your referees or as part of pre-employment checks. We will also obtain Personal Data relating to you during your employment such as your contact details, bank and pension details holiday and sickness records, salary reviews, remuneration and other records. Such Personal Data may be retained and used by us for the purposes of conducting appropriate checks, to ensure proper performance of our contract of employment with you and as otherwise reasonably required for our legitimate interests and compliance with applicable law. This information will form part of your personnel file.

**Sensitive Personal Data**

You may also supply us with Sensitive Personal Data including but not limited to data relating to your racial or ethnic origin, religious or similar beliefs, physical or mental health and sexual orientation by completing our equal opportunities monitoring form. This information is gathered for equality of opportunity monitoring purposes and is anonymised. The provision of such Sensitive Personal Data by you is entirely voluntary.

If we receive information regarding any medical condition, disability, or relating to your physical or mental health including information provided within return to work forms, meetings or in medical reports, we will only use this information for the purpose of providing any necessary adjustments in accordance with equality legislation, to ensure compliance with employment law, to monitor sickness absence and to inform decisions regarding your fitness for work.

**Staff Privacy Policy**

For further information regarding the Personal Data we collect about you, how we use it, including disclosure to third parties, how we maintain security of your information and your rights to access the information we hold about you, please see our Staff Privacy Policy which is in the Staff Handbook or speak with the HR department.

**Acknowledgement of Receipt**

I acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received a copy of PCC NAME’s Data Protection Notice and that I read and understood it.

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

Signature

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

Print name