

Worker Agreement

Please detach this page from agreement before issuing

Worker Agreement

Two copies of the agreement should be completed and signed by you and your PA. One should be kept for your records and one issued to the PA to keep. This should be in place from the first day of employment.

Please note that if you make any amendments to this template, any changes must be agreed by the legal team of your employer's liability insurance before issuing to your PA. Your funder is unlikely to fund any enhancements to terms and conditions.

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Dear

Agreement for Services

I am pleased to confirm the conditions under which I may be able to offer you work. In order to avoid confusion, this letter does not constitute a contract of employment and your legal status is that of a worker and not of an employee or self-employed. This letter is an agreement and outlines the expectations and conditions of work. This contract exists only when the work is provided.

Nature of the Engagement

Work will be offered to you on an 'ad hoc' basis as and when there is a requirement for work to be done. You are free to accept or decline such offers of work. Work may be offered to you on an hourly, daily, weekly or other basis. Attendance during periods of work will be mutually agreed. When you have agreed to attend work and are unable to do so, you are required to notify me as soon as reasonably possible so that I can make alternative arrangements.

You are not guaranteed any continuous work and I am under no obligation to offer you further or particular periods of work.

You are free to engage in other work, and if you already have or are considering any additional work, you should

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notify me so that we can discuss any impact this may have on the current working time legislation.

Payment

Payment will be made every four weeks/monthly at the agreed rate as stated below:

Hourly rate:

Weekend rate:

Bank Holidays:

Overnight from pm to am:

You will be required to complete a timesheet after each shift. Non-submission or incorrectly completed documentation will result in delayed payment.

Expenses will be reimbursed subject to agreed rates. Documentation and receipts must be completed and provided.

Income tax and National Insurance are payable if your wages exceed the thresholds stated by HMRC in the relevant tax year. You are obliged to provide a P45 and/or information about your past employment and any other current work so that the necessary deductions can be made. Deductions from pay will be made for any overpayments. Deductions will be made from the next payment due and/or any monies outstanding at the end of your contract.

Any queries regarding payments should be raised directly with me.

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Notification requirements to end an agreed period of work

Both parties are required to give as much notice as is possible should the work not be required or the other party wishes to cease to provide or cancel their service.

You are required to give _____ days notification to myself should you wish to cease providing your services during an agreed period of work (unless the agreed period is shorter, in which case you must work to the end of this period).

I will provide _____ days notification should your services no longer be required during an agreed period of work (except where the agreed period is shorter, or you are deemed to be in breach of the required standards, in which case your contract may be terminated immediately).

Absence

Any absence, for whatever reason, must be reported at the earliest opportunity to enable any necessary alternative arrangements to be made. Such notification should be made personally to me.

If you are unable to work due to sickness, you may be entitled to Statutory Sick Pay (SSP) provided you meet the statutory qualifying conditions in force at the time. This includes having carried out work under this agreement and meeting the eligibility requirements for SSP. SSP will be paid in accordance with the applicable legislation and government rates.

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Statutory Annual Leave

Your holiday entitlement runs for a period of one year from the start date of this agreement until one year later. You are entitled to paid annual leave of 5.6 weeks, and this statutory entitlement is calculated on a pro rata basis based on your worked hours. This will be calculated as 12.07% of any hours worked.

Annual leave must be taken in the leave year in which it is accrued. You will not be allowed to 'carry over' any annual leave into a subsequent leave year.

Holiday cannot be carried over to the following year and pay cannot be offered in lieu of time off except where the employment has ended or if a worker cannot take all of their leave entitlement because they're already on a different type of leave (for example sick, maternity, parental or Statutory Parental Bereavement leave), in agreement with the employer, they may carry over some or all of the untaken leave into the next leave year

You will not be entitled to any payment for bank holidays or public holidays unless you are actually required to work them, or they are taken as part of your statutory annual leave.

If you have taken more than your holiday entitlement, I will deduct any overpayment from your final wages. If you have taken less than your holiday entitlement, I will make an additional payment to you to cover this in your final wage payment.

You should give at least 2 weeks written notice of your intention to take holidays and 1 week notice in writing

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is required for odd single days. Such notice should be given directly to me.

I reserve the right to refuse leave requests and may require that you take your annual leave on specified dates.

Code of Conduct and Standards of Work

You are expected to maintain high standards of work, personal behaviour and conduct in this role. Outlined below are some of the expectations and rules of engagement.

Decision making and following instructions

A positive approach to joint problem solving is encouraged in this role. However, I will always take the final decision as to how things are done and what is required. Repeated failure to follow instructions or training is a serious issue and could lead to disciplinary action.

The Working Environment

You must always respect my property and use it only with permission and as you have been shown. Intentionally damaging or stealing my property amounts to gross misconduct which could result in your dismissal without notice.

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Should you no longer work for me, all my property and documentation must be returned as soon as possible.

Behaviour and professional conduct

Raising your voice, shouting and/or using inappropriate language will not be tolerated in any circumstances and may amount to gross misconduct.

Confidentiality

You must always maintain confidentiality and never pass information on to others (verbally, in writing, via social networking sites or using other online forums) about me, my family or other workers and /or employees without their express written permission. In exceptional circumstances where you have safeguarding concerns you may contact social services or the police.

Timekeeping, Timesheets and Reliability

You are always expected to arrive on time for your shifts and to work until the end of your shift. You must always phone me to let me know if you are going to be more than 10 minutes late for a shift and give me an adequate reason why. Leaving before the end of the shift must be agreed by me.

You are expected to complete your timesheet accurately and promptly.

Health & Safety

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You are expected to co-operate by making sure you understand and follow all the training and instruction that you have been given and carry out your job safely at all times.

You must take reasonable care not to put other people at risk as a result of what you do or fail to do in the course of your work. You should raise any Health and Safety matters with me in the first instance.

If your own transport is used to drive me in the course of your work (not including commuting to and from work to attend your shift), you must have Class 1 business vehicle insurance in force, a current MOT and you must drive safely at all times.

Appearance and Personal Hygiene

It is important that you respect the fact that I require you to act on occasions on my behalf or behalf of the person you are supporting. Your appearance and personal hygiene can therefore directly reflect upon me. As such, you must always be dressed appropriately to carry out the agreed work activities safely and effectively and ensure that you always arrive in a state fit to carry out your duties.

If you agree to accept the above conditions, please sign and date both copies of this letter (retaining one for your own reference) and return one copy to me.

By taking up this role, you are confirming that you have a current and valid permission to live and work in the United Kingdom and that this permission extends to allow you to work in this particular post. You will be

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required to show original copies of the documents that verify your right to live and work in the UK. You are required to complete a personnel sheet as part of this process and references and a Disclosure and Barring check may be carried out.

Yours sincerely

(The employer)

I have read and understood the conditions above and agree to being contracted as a worker for ad hoc work as mutually agreed. I understand that this contract and any agreed periods of work will not indicate an employment relationship between both parties.

Signature:	
Print name:	
Date:	

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Record of work periods		
Name:		
Telephone number:		
Dates:	Details of work offered (and reason given if it is refused):	Hours:

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Record of work periods

[illegible]