



**AD HOC WORKER CONTRACT (INCORPORATING STATEMENT OF WRITTEN PARTICULARS) FOR A WORKER
IN A CATHOLIC ACADEMY**

[THIS MODEL CONTRACT SHOULD BE ADAPTED ACCORDING TO THE SPECIFIC APPOINTMENT. YOU SHOULD TAKE APPROPRIATE INDEPENDENT LEGAL ADVICE AS TO THE SUITABILITY OF YOUR ADAPTED VERSION OF THIS CONTRACT PRIOR TO ISSUE. THE CATHOLIC EDUCATION SERVICE ACCEPTS NO LIABILITY FOR THE LEGAL ACCURACY OF ADAPTED VERSIONS OF THIS CONTRACT. PLEASE REVIEW AND AMEND ALL WORDING HIGHLIGHTED IN YELLOW. PLEASE ALSO REVIEW THE CONTENTS OF THIS CONTRACT IN LIGHT OF YOUR OWN GOVERNANCE STRUCTURES AND MAKE AMENDMENTS ACCORDINGLY.]

[Note to users: from 6 April 2020 workers as well as employees have a right to a written statement of particulars. Such statement must be provided from day one of employment for all employees and workers employed from 6 April 2020. This contract contains the relevant written particulars for workers taking into account the legislative changes coming into force on 6 April 2020. This contract should only be used for casual workers NOT for employees. If you are engaging an employee, please use the relevant CES contract of employment. If you are unclear about whether you are engaging an employee or a worker please review the CES employment status guidance note].

Please ensure that all employees and workers are provided with an appropriate contract including the required written statement before or on the first day of employment/engagement.

Please also ensure that all workers have been provided with an appropriate privacy notice and details regarding how their personal data will be stored and processed and that appropriate consents are obtained as required in order to store and process any personal information.

Please print this letter on the Academy Trust Company's headed paper.

[INSERT NAME AND ADDRESS OF WORKER]

[INSERT DATE]

Dear [INSERT NAME OF WORKER]

Casual work for [INSERT NAME OF ACADEMY TRUST COMPANY] ("the Academy Trust Company")

You have expressed an interest in working for the Academy Trust Company as a [supply teacher / exam invigilator] at [INSERT NAME OF SCHOOL] ("the Academy"). The Academy Trust Company's requirements for [supply teachers / exam invigilators] fluctuate throughout the academic year. It is not possible for the Academy Trust Company to predict the exact staffing levels it will require and it therefore operates a bank for ad hoc workers. This letter sets out the terms on which you and the Academy Trust Company enter into an ad hoc worker arrangement. It is anticipated that your first assignment at the Academy will commence on [INSERT DETAILS]. [IF IT IS POSSIBLE TO PROVIDE ANY FURTHER INFORMATION ABOUT WHEN THE WORKER IS LIKELY TO BE NEEDED AND HOW ANY VARIATION IN WORK IS TO BE DETERMINED PLEASE INCLUDE THAT INFORMATION HERE].

Status

This agreement governs your engagement from time to time by the Academy Trust Company as an ad hoc worker. It is not an employment contract and it does not give you any employment rights, other than those to which workers are entitled. In particular, this agreement does not create any obligation on the Academy Trust Company to provide work to you and by entering into this agreement you confirm your understanding that the Academy Trust Company makes no promise or guarantee of a minimum level of work to you and you will work on a flexible, "as required" basis.

You must agree to the terms of this agreement before you may carry out any work at the Academy.

Work

The Academy Trust Company is not obliged to provide work for you to do. By entering into this agreement, you acknowledge that:

- the Academy Trust Company offers no guarantee of any work at any time, or any minimum amount of work;
- you will work on an **as required**, flexible basis; and
- the intention of you and the Academy Trust Company is that, except when you are actually working on an assignment at the Academy, the Academy Trust Company is not obliged to provide work for you, and you are not obliged to do the work offered (known as no **mutuality of obligation**).

Academy Trust Company's discretion regarding work offered

The Academy Trust Company has complete discretion with regards to whether to offer you work. The Academy Trust Company is entitled to give or refuse to give work to any person at any time and will not give reasons for its decisions.

Conditions of any offer of work

It is a condition of any offer of work by the Academy Trust Company, at any time, that you have the right to work in the United Kingdom and that you will provide documentary evidence of your right to do so, in line with current statutory requirements. The Academy Trust Company may terminate this agreement, and any assignment, at any time, without notice, if you do not have the right to work in the United Kingdom.

Assignment

Each offer of work by the Academy Trust Company that you accept will be treated as an entirely separate and severable engagement (an “assignment”). The terms set out in this agreement will apply to each assignment only. There will be no relationship between you and the Academy Trust Company after the end of any assignment and before the start of any subsequent assignment. If the Academy Trust Company offers you work on one or more occasions, that gives you no legal rights and does not mean that you have any entitlement to regular work from the Academy Trust Company, or continuity of employment.

Notification of availability of work

You will be notified of relevant details of the casual work required giving you as much notice as is reasonably practicable. **[INSERT OTHER DETAILS HERE AS TO HOW NOTICE WILL BE PROVIDED OF AVAILABLE WORK AND WHEN NOTICE WILL BE GIVEN IF APPLICABLE.]**

Acceptance of assignments

You do not have to accept any work offered by the Academy Trust Company at any time, but we would ask that you provide the Academy Trust Company with as much notice as you can if you do not intend to accept an assignment. Any assignment not specifically accepted will be deemed to have been refused. Once you have accepted an offer of work, you must inform the Academy immediately, by contacting **[INSERT RELEVANT CONTACT DETAILS HERE]**, by telephone, if you will be unable to complete the assignment for any reason. The Academy Trust Company reserves the right to end an assignment at any time. If this happens, you will be paid for the hours you have worked until the assignment is ended.

Work

The Academy Trust Company may offer you work from time to time as **[a supply teacher/exam invigilator]**. If you accept an offer of work, your duties will usually include **[INSERT DETAILS HERE]** and you will usually report to **[INSERT DETAILS]**. The precise description and nature of the work required may vary between assignments. You will be informed of the precise requirements at the start of each assignment, but the Academy Trust Company's requirements may vary during the period of an assignment if the needs of the Academy change.

You are expected to be conscientious and loyal to the aims and objectives of the Academy and the Academy Trust Company, to preserve and develop the Catholic character of the Academy as appropriate to the work

you are asked to carry out, and to have regard to the Catholic character of the Academy at all times. By signing the copy of this letter you agree not to do anything in any way detrimental or prejudicial to the Catholic character of the Academy.

Place of work

Your normal place of work during each assignment will be at the Academy.

Hours of work

When you are working on an assignment, your hours of work will be [INSERT DETAILS IF POSSIBLE]. OR [Your hours of work during an assignment will vary depending on the needs of the Academy. You will be notified of the hours required for each assignment.] [You will be entitled to a [paid/unpaid] break for lunch during any assignment where you are required to work for more than [INSERT NUMBER] hours in one day.

The Academy Trust Company must ensure that it does not offer you work which would result in you working more than 48 hours in any week (averaged over a rolling 17 week period). You must keep the Academy Trust Company informed of the hours that you work for third parties so that the Academy Trust Company can comply with this obligation.

Pay

The Academy Trust Company will pay you at the rate of £[INSERT DETAILS] per [hour OR day] for those [hours OR days] you work. You will be paid on [ENTER DAY/DATE in ARREARS/ADVANCE by ENTER PAYMENT METHOD E.G. CREDIT TRANSFER] to a bank or building society of your choice. The Academy Trust Company will make all necessary deductions from payments made to you as required by law, including any pension contributions which may be required to be deducted under the auto-enrolment regime. The Academy Trust Company is entitled to deduct from your pay, and any other payments due to you, any money that you may owe to the Academy and/or the Academy Trust Company from time to time.

Pension

[PLEASE SEEK APPROPRIATE ADVICE FROM YOUR HR/PAYROLL PROVIDER AS TO WHETHER THE WORKER WILL BE ENTITLED TO JOIN A PENSION SCHEME AND WHAT CONTRIBUTIONS WILL NEED TO BE MADE / COLLECTED. THIS WILL NEED TO BE LOOKED AT ON A CASE BY CASE BASIS. YOU CAN ALSO REVIEW THE GUIDANCE ON TEMPORARY WORKERS PROVIDED BY THE PENSIONS REGULATOR].

Holiday

Your holiday entitlement will depend on the number of hours that you actually work and will be pro-rated on the basis of a full-time entitlement of 28 days' holiday during each full holiday year (including all public holidays in England and Wales). The Academy's holiday year for these purposes is the same as the academic year. At the end of each assignment the Academy Trust Company will pay you in lieu of any accrued but untaken holiday for the holiday year in which the assignment ends. The amount of the payment in lieu will be calculated on the basis that each day of paid holiday equals seven times your hourly rate at the time of the end of the assignment. If you have taken more holiday than your accrued entitlement at the date the assignment ends, the Academy Trust Company shall be entitled to deduct from any payment due to you one day's pay for each excess day.

All holidays must coincide with periods of Academy closure and public holidays, details of which will be notified to you by the Academy from time to time. Current information relating to Academy closure is available from the Academy. Where any holiday is to be taken during term-time prior consent will be required from the Academy Trust Company.

[THE CALCULATION OF HOLIDAY PAY FOR AD HOC WORKERS IS COMPLICATED AND THE DRAFTING ABOVE DETAILS ONE WAY IN WHICH THIS COULD BE DEALT WITH. PLEASE ENSURE THAT YOU SEEK APPROPRAITE HR ADVICE AS TO HOW THIS CAN MOST APPROPRIATELY BE DEALT WITH IN YOUR CONTEXT.]

Sickness

If you have accepted an offer of work but are then unable to work the hours agreed for the assignment, you must inform **[INSERT DETAILS]**, by telephone of the reason for your absence, as soon as possible. If you satisfy the qualifying conditions laid down by law, you will be entitled to statutory sick pay (SSP) at the prevailing rate for any period of sickness or injury during an assignment, but only if you satisfy the relevant qualifying conditions. You will not be entitled to any other payment.

Academy Trust Company rules and procedures

When you are working on an assignment, you must comply with the relevant Academy Trust Company rules, policies and procedures in force. In particular, we would draw your attention to the following non-contractual policies and procedures which can be found **[HERE]**:

- Disciplinary Policy and Procedure
- Grievance Policy and Procedure

Both of the policies listed above provide detailed procedures to be followed and state to whom you can apply if you are dissatisfied with any decisions made.

Confidential information

You may not during, or following termination of any assignment, disclose to anyone, other than in the proper course of carrying out an assignment, or if required to do so by law, any information of a confidential nature relating to the Academy or the Academy Trust Company except where such information is already in the public domain, otherwise than as a result of you breaching this provision.

The restriction in this clause does not prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

Safeguarding and child protection

You will take responsibility for safeguarding the welfare of children in line with the universal duty applicable to all who work in a child centred environment. In fulfilling your duty to safeguard children you will familiarise yourself with the Academy Trust Company's Safeguarding Policy and Procedure from time to time updated which can be accessed **[HERE]**.

You will not be able to commence any assignment at the Academy until a satisfactory disclosure has been obtained from the Disclosure & Barring Service and you agree to such checks being made. You confirm that you are not barred from working with children and that you are not involved in any ongoing proceedings with the Disclosure and Barring Service.

Health & Safety

You will familiarise yourself with and ensure compliance with the Academy Trust Company's policy on Health and Safety at Work from time to time in force, a copy of which can be accessed [\[HERE\]](#).

Training

[INSERT HERE DETAILS OF ANY TRAINING THAT WILL BE PROVIDED BY THE ACADEMY OR THE ACADEMY TRUST COMPANY PRIOR TO UNDERTAKING ANY ASSIGNMENTS. IF THE INDIVIDUAL IS REQUIRED TO PAY FOR ANY TRAINING THIS SHOULD BE STATED. IF NO TRAINING IS REQUIRED PLEASE STATE THIS TOO].

Termination

If you wish the Academy Trust Company to remove your name from its list of ad hoc workers you should notify [\[INSERT DETAILS\]](#), in writing, as soon as possible. The Academy Trust Company reserves the right to remove your name from its list of ad hoc workers if you fail to attend for agreed assignments. The Academy Trust Company may terminate this agreement with immediate effect by giving notice in writing to you if it reasonably considers that you have committed any serious breach of its terms or have committed any act of gross misconduct as detailed in the Academy Trust Company's disciplinary policy which can be accessed [\[HERE\]](#). The Disciplinary Policy and Procedure provides examples of the types of conduct which are unacceptable and which could lead to disciplinary action being taken against you.

Changes to terms and conditions for ad hoc workers

The Academy Trust Company may review its requirements for ad hoc workers from time to time and/or may make changes to the terms and conditions upon which it offers ad hoc work. If it does so, the Academy Trust Company may end this agreement with immediate effect by giving written notice to you. You will have no right to be offered another agreement.

Entire agreement

This agreement is intended to fully reflect the intentions and expectations of both parties as to our future dealings and in the event of any dispute arising regarding your engagement as an ad hoc worker by the Academy Trust Company, it shall be regarded as a true, accurate and exhaustive record of the terms on which we have agreed to enter into a casual work relationship. Any variation to this agreement will only be valid where it is recorded in writing and no additional or modified terms should be implied by any actions of you, the Academy or the Academy Trust Company.

Governing Law

This agreement shall be governed by the laws of England and Wales.

Please sign, date and return to me the enclosed copy of this letter. **By doing so, you acknowledge that you have read and understood the contents and implications of this agreement.**

Yours sincerely

[INSERT NAME]

[On copy only:]

I confirm that I have read and understood the contents and implications of this agreement. I agree to the terms and conditions set out in it.

Signed:

[INSERT NAME OF WORKER]

Dated: