This template has been provided the Scottish Council for Voluntary Organisations (SCVO).

Use of this model policy is entirely at your own risk. The policy should be adapted to suit your own organisational needs, and you should ensure if meets your own specific requirements. You should also check this policy is compliant with the law and your organisation’s governing document. No liability rests with SCVO.

For more information see our information on [using SCVO templates](https://scvo.scot/support/using-scvo-templates).

**Written statement for workers**

**Statement of terms and conditions of engagement**

In accordance with the Employment Rights Act 1996, this agreement sets out the particulars on which [insert Company name](‘the Company’)[insert Company address] engages [insert worker name] of [insert worker’s current home address].

This agreement does not constitute a contract of employment between you and the Company because its operation does not require any obligation on either party. Work will be offered to you on an “ad-hoc” basis as and when there is work to be done. You are free to accept or decline such offers of work. For the avoidance of doubt, your legal status is that of a “worker”.

**Nature of engagement**

When work is offered by the Company, it will be in the capacity of a [insert role eg waiter].

**Commencement of engagement**

Your engagement [delete as appropriate – began/begins] on [insert date].

Probationary period

[Select from the paragraphs below and delete as applicable]

You join us on an initial probationary period of [insert number] months. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your engagement will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your engagement at any time. You will receive written confirmation that your probationary period has been passed and you should not consider your probationary period passed until you have received this confirmation.

[OR]

Your engagement is not subject to a probationary period.

**Place of work**

You will normally be required to work at/from [insert details].

[OR]

Due to the nature of the tasks to be undertaken by you, the location of work is likely to change for each period of work. You will therefore be informed of the location in advance of each period of work.

[OR]

[Optional] The performance of your role requires an element of travel [delete as appropriate – within a [insert details] mile radius of this address/throughout the United Kingdom].

**Training entitlements** The Company will fund the following training for you, which you are required to undertake:

[insert details]

You are required to undertake the following training at your own expense:

[insert details]

You are also entitled to take part in various training courses which the Company may provide, or may arrange provision of via an external provider, from time to time. More information on the types of training available [insert details].

[OR]

No training will be provided to you during your engagement other than that you will receive upon commencement of engagement to ensure that you are able to effectively carry out your role.

[Select from the paragraphs below and delete as applicable]

**Hours of work**

When you accept an offer of work, your normal hours of work will be [insert time] to [insert time] on [insert days]. These hours and days are not variable. You may be required to work overtime/additional hours when authorised and as necessitated by the needs of the business.

[OR]

**Fixed days and times of work**

When you accept an offer of work, your normal days and hours of work will be:

Monday ……………am to ……………pm

Tuesday ……………am to ……………pm

Wednesday ……………am to ……………pm

Thursday ……………am to ……………pm

Friday ……………am to ……………pm

Saturday ……………am to ……………pm

Sunday ……………am to ……………pm

These hours and days are not variable.

You may be required to work additional hours as deemed necessary by the Company for the proper performance of your duties.

**Fixed number of hours on different days and times**

The Company’s operational hours are [insert details]. 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 offered to you will generally be as follows:

[Select from the paragraphs below and delete as applicable]

[insert amount] number of hours at any time between [insert time] and [insert time] on [insert days].

[OR]

between the hours of [insert time] to [insert time] from [insert day eg Monday] to [insert day eg Friday].

The Company will notify you of the days and hours you will be required to work [insert number of days and hours] in advance of each assignment.

You are not guaranteed continuous work and we are under no obligation to offer you further or particular periods of work. If there is a shortage of work our use of your services will cease without payment. No contract shall exist between the Company and yourself in the periods between agreed periods of work.

**Break entitlement**

[Select from the paragraphs below and delete as applicable]

You will receive a 20-minute unpaid break if your working hours in any day are more than six.

[OR]

You are entitled to an unpaid break lasting [insert number] minutes each day.

**Pay**

You will be paid £[amount] per [delete as appropriate **–** hour/week/month/year] to be paid [delete as appropriate **–** weekly/fortnightly/monthly] on the [insert day] of each [delete as appropriate **–** week/month] by [delete as appropriate -cash/cheque/credit transfer], [delete as appropriate - in arrears/part in arrears and part in advance].

**Holidays**

Your holiday year begins on [insert date] and ends on [insert date] each year, during which you will receive a paid holiday entitlement of [insert details] which is inclusive of any public holidays which you may choose to request. In your first holiday year your entitlement will be proportionate to the amount of time left in the holiday year, accruing at the rate of one twelfth of the full annual holiday entitlement, on the 1st of each month, in advance.

[Select from the paragraphs below and delete as applicable]

For periods of annual leave, you will receive your normal rate of pay.

[OR]

Your holiday pay will be based on your average earnings over the previous 52 weeks.

In the event of termination of engagement, your entitlement to accrued annual leave will be calculated and any annual leave accrued but not taken will be paid for.

However, in the event of you having taken any holidays in the current holiday year, which have not been accrued pro-rata, then the appropriate payments will be deducted from your final pay.

It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward.

The Company operates a holiday booking procedure and all requests for holiday should be made using this procedure. Holiday requests must be authorised by management therefore it is not advisable to make any firm arrangements eg flights/hotels before authorisation is obtained.

You should give at least [insert details] notice of your intention to take holidays. Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.

You may be required to take all or part of any outstanding holiday entitlement at any time as directed by the Company.

**Other paid leave**

You may be eligible to take the following period of paid leave as required, subject to any statutory eligibility requirements and the Company’s rules. This incorporates the following:

* statutory maternity leave
* statutory paternity leave
* statutory adoption leave
* shared parental leave
* parental leave
* parental bereavement leave
* [insert details of any other types of paid leave]

The Company’s rules relating to such leave, and pay whilst on such leave are set out in [insert details].

**Sickness absence**

You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than [insert details] on the first day of your absence. Other than in exceptional circumstances notification should be made personally, to [insert name/job title].

If you are absent from work because of sickness for seven consecutive days or more you must produce a doctor’s certificate. Further doctor’s certificates are required for absences which exceed the period stated in the first certificate. Absences of fewer than seven consecutive days are to be self-certified.

You can read more on the Company’s sickness absence policy which is [insert location].

**Sick pay**

[Select from the paragraphs below and delete as applicable]

You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury provided you meet the statutory qualifying conditions, which include a period of sickness of at least four consecutive days.

The Company’s rules relating to sick pay are [insert location].

 [OR]

You are entitled to the Company’s sick pay scheme if you are absent because of sickness or injury provided you meet the qualifying conditions.

The Company’s rules relating to sick pay are [insert location].

**Pension**

We operate a pension scheme into which you will be auto-enrolled (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the Company.

The Company’s rules relating to pension entitlements are [insert location].

**Benefits**

[Select from the paragraphs below and delete as applicable]

In addition to any set out elsewhere in this statement, you are entitled to receive the following benefits from the Company provided you meet any qualifying conditions:

[insert details of benefits]

[OR]

Aside from any set out elsewhere in this statement, you are not entitled to any additional benefits from the Company.

**Confidentiality**

All information that:

* is or has been acquired by you during, or in the course of your engagement, or has otherwise been acquired by you in confidence
* relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort and
* has not been made public by, or with our authority

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your engagement, disclose such information to any person without our prior written consent.

You shall make yourself aware of the Company’s policies in relation to compliance with data protection legislation that is in force from time to time and undertake to act in accordance with these at all times, including exercising reasonable care to keep safe all documentary or other material containing confidential information. You shall inform the Company immediately upon discovery of a data breach. You shall, at the time of termination of your engagement with us, or at any other time upon demand, return to us any such material in your possession.

**Collective agreements**

[Select from the paragraphs below and delete as applicable]

No collective agreements directly affect your terms of engagement.

[OR]

Certain terms of your engagement are governed by the collective agreement the Company has with [insert details]. These terms are [insert details].

**Standards of performance/behaviour**

We expect certain standards of performance and behaviour from you. If we have concerns about your performance or behaviour, we will take action with a view to enabling improvement or, in certain circumstances, we will terminate the engagement with or without notice. You can find more information on this in [other reasonable accessible document].

**Complaints procedure**

Any complaints that you may have about your engagement should be made to your manager. You can find more information on this in [other reasonable accessible document].

**Deductions**

You agree that deductions from your pay will be made for the following costs incurred by the Company in relation to your engagement. The Company expressly reserves the right to make these deductions:

* any fines, penalties or losses sustained that is the result of your carelessness, negligence, deliberate vandalism, dishonesty or a breach of Company rules
* any monies paid or payable by the Company to any third party due to any conduct undertaken by you for which we may be deemed vicariously liable
* any unauthorised personal use of mobile telephones provided to you for use
* any holiday pay relating to leave you have taken in excess of that which you have accrued at the point of termination
* the amount of any overpayment of wages
* outstanding loan or wage advance repayments
* any other sums owed to the Company by you
* any deductions elsewhere under this contract in relation to which the reserved right to deduct applies
* in relation to deductions authorised by any separate agreement into which the Company has entered with you.

You understand and agree that the Company may make these deductions from all monies due to you.

Equal opportunities

The Company provides equal opportunities and is committed to the principle of equality regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation. The Company will apply policies that are fair, equitable and consistent with skills and abilities. You have a duty to support us in implementing these policies to ensure equality of opportunity.

Data protection

The Company collects and processes certain types of data about you and does so in line with data protection legislation that is in force from time to time. Please read the Company’s Privacy Notice which is [delete as appropriate – attached to this document/on the Company’s intranet] for more information about the types of data processed and the reasons for the processing.

You shall make yourself aware of the Company’s policies on data protection with regard to data processing undertaken by you in the course of your duties and act in accordance with those policies at all times. Failure to do so may result in disciplinary action being taken against you, up to and including dismissal.

Termination of engagement

[Select from the paragraphs below and delete as applicable]

This agreement is terminable on notification from either you or the Company. No notice is required for its termination.

[OR]

The Company will inform you if a decision is made to no longer consider you for periods of work. You agree that you will inform the Company that you no longer intend to offer your services to it.

**Return of company property**

On the termination of your engagement you must return all Company property which is in your possession, or for which you have responsibility, by the last day of your engagement. This includes, but is not limited to, the following:

* Company documents, books or other written material
* keys
* ID/access card

[Optional] Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you.

[Optional] Deductions will also be made from your final payment in relation to any other deduction agreement you have entered into during your engagement with the Company.

**Health and safety at work**

Under Health and Safety legislation each individual has a legal responsibility for their own welfare and for the health and safety of others. Any queries you may have relating to health and safety matters should be raised in the first instance with [insert name].

**Governing law and jurisdiction**

This agreement is governed by the laws of [delete as appropriate – England and Wales/Scotland] and any claim/dispute arising from its construction or enforceability will be governed by and in accordance with those laws. This extends to non–contractual disputes or claims.

Each party irrevocably submits that the Courts of [delete as appropriate – England and Wales/Scotland] will have jurisdiction over any claims and attempts to resolve all controversies or claims of whatever nature arising from this contract’s construction or enforceability or any breach of it.

**Acknowledgement**

I acknowledge receipt of this document. I have read and understood its contents and accept that it forms part of my agreement with [insert Company name] with [delete as appropriate – my offer letter and staff handbook]. I will keep myself informed of any changes to its content.

Signed by the worker:

Printed name:

Date:

Signed by:

Printed name and position:

for and on behalf of [insert name of Company]

Date: