Guidelines – Zero Hours Contracts

Introduction

Cambridge HR Solutions provides advice and guidance to organisations big and small in the private, public and third sectors on all HR matters.

These guidelines\(^1\) are intended to help managers navigate the sometimes complex world of HR.

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Zero Hours Contracts

The format and content of a Zero Hours Contract is not substantially different from any other standard contract of employment.

**What You Need To Do**

Simply change the wording to something like this:

- **Entitle your contract “Zero Hours Contract of Employment”**

  **Hours of Work**

  Your working hours shall vary according to the workload but are not expected to exceed \(\text{time e.g. 40}\) hours per week.

  Your normal hours of work shall take place between \(\text{hours of work e.g. “Monday to Friday 09:00 to 17:00”}\) which may be amended from time to time at the sole and absolute discretion of “the name of your organisation”. You shall to be available for work within these hours, although we cannot guarantee the number of hours of work that will be offered.

  *For the avoidance of doubt, and because this is a Zero Hours Contract the company has no duty to provide you with work. Your hours of work are not predetermined and will be notified to you on a weekly basis as soon as is reasonably practicable in advance by your manager. The company has the right to require you to work varied or extended hours from time to time.*

**Potential Changes in the Law – As at October 2014**

There is some criticism that zero hour contracts prevent employees from working for other employers, especially if exclusive provisions such as these exist:

- **You shall work exclusively for the Employer, and you shall not undertake any other employment or self-employment without the express permission in writing of the Employer.**
- **You shall not, in any event, be entitled to undertake outside work that may amount to a conflict of interest with the Employer, and you shall not be entitled to have any interest, whether directly or indirectly, in a business that may place you in a conflict of interest with the Employer.**

The law may change, so either watch this space or please get in touch.

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\(^1\) These are for information only. We therefore regret that we cannot be responsible for any loss you may suffer as a result of any omission or inaccuracy, and we encourage you to seek advice accordingly.

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