

## CASUAL WORKER AGREEMENT

THIS AGREEMENT is made the [ ] day of [ ] 20[ ]

### BETWEEN

1 Dovey Yacht Club / Clwb Hwyllo Dyfi Registered in Wales No: 09672634

Registered Office, The Wharf, Aberdyfi, Gwynedd, LL35 0ED (the "Club"); and

2 [Insert name] of [insert address] (the "You").

### BACKGROUND

The Club cannot always predict the exact level of instructors, safety boat drivers, bar work or it will require throughout the year. The Club therefore requires casual workers because of the fluctuating demands of the Club and is entering into this Agreement (the "Agreement") to record the arrangements by which you agree to provide casual work to the Club.

This Agreement governs your engagement from time to time by the Club 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 Club to provide work to you and by entering into this Agreement you confirm your understanding that the Club 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 Club that there be no mutuality of obligation between the parties at any time when you are not performing an Assignment (as defined below). By signing this Agreement, you warrant that you understand that as a casual worker you will not be entitled to bring any claims for certain legal rights conferred on employees including, but not limited to, unfair dismissal.

IT IS AGREED as follows:

#### 1 THE CLUB'S DISCRETION AS TO WORK OFFERED

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

1.2 The Club 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.

#### 2 ARRANGEMENTS FOR WORK

2.1 If the Club wants to offer you any work (an "Assignment") it will [Insert details of how the worker will be notified and what information will be given].

2.2 You are under no obligation to accept any work offered by the Club at any time. Once you have accepted an offer of work, you must inform the Club immediately if you will be unable to complete it for any reason, this includes but is not limited to contacting the Club and confirming the full reason

why you are unable to complete all or part of the Assignment. In such cases, where no reasonable explanation is provided or the reasons are not acceptable to the Club or may amount to gross misconduct the Club reserves the right to terminate the Assignment with immediate effect.

2.3 If you accept an Assignment, you must inform the Club immediately if you will be unable to complete it for any reason.

2.4 The Club reserves the right to terminate an Assignment at any time for operational reasons. You will be paid for all work done during the Assignment up to the time it is terminated.

2.5 In order to assist the Club in organising work, please provide the Club with your up to date personal information, including your address, up to date contact numbers and email. It is your responsibility to inform the Club of any changes to these details.

### 3 WORK

3.1 The Club may offer you work from time to time as [insert name of role/position]. If you accept any offer of work, your duties will include [insert details of role] and you will usually report to [insert title]. 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.

3.2 Before offering you an Assignment the Club may require certain documents from you in order to satisfy itself that you are legally entitled to work in the UK.

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

3.4 The Club reserves the right to take up references from the referees named in your application or to make appropriate checks or enquiries prior to your commencement of engagement with the Club including but not limited to a Disclosure and Barring Service (“DBS”) check. An unsatisfactory check (including DBS) may result in the termination of this Agreement.

### 4 HOURS OF WORK

[Your hours of work will vary depending on the operational requirements of the Club. You will be informed of the required hours for each Assignment].

### 5 PLACE OF WORK

During each Assignment, your place of work is the Club premises at Dovey Yacht Club / Clwb Hwyllo The Wharf, Aberdyfi, Gwynedd, LL35 0ED. However, you may be required to work at other premises associated with the Club as required from time to time.

### 6 WORKING TIME OPT-OUT

Please complete the attached form to confirm whether you wish to opt out of the 48hour limit on a week's work. If you do not opt out, the Club must ensure that it does not offer you work which would result in you working for more than 48 hours in any week. You must keep the Club informed of the hours that you work for third parties so that it can comply with this obligation.

## 7 PAY

7.1 You will only be paid for the hours that you work. The Club's current rate of pay for casual workers is £[insert amount] an hour gross. You will be paid monthly in arrears on or about the 7<sup>th</sup> day of each month directly into your bank account for the hours worked in the previous month.

7.2 The Club will make all necessary deductions from your salary as required by law including any pension contributions which may be required to be deducted under the auto-enrolment regime that applies to the Club and shall be entitled to deduct from your pay or other payments due to you any money which you may owe to the Club at any time.

## 8 PENSIONS

The Club complies with its statutory duties in respect of pension auto-enrolment. For further information about your pension choices including the applicable rate of employer and employee contributions please contact the commodore or other DYC director.

## 9 HOLIDAYS

9.1 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' holiday during each full holiday year (including the usual eight public holidays in England and Wales). The Club's holiday year runs between 1 January and 31 December. The calculation follows HMRC guidelines.

9.2 Your holiday entitlement is therefore equivalent to 12.07% of the hours that you actually work in each holiday year. You will be paid your normal basic remuneration as set out in clause 7.1 above.

9.3 At the end of each Assignment the Club will pay you in lieu of any accrued but untaken holiday for the holiday year in which the Assignment ends.

9.4 If you have taken more holiday than your accrued entitlement at the date that your Assignment ends, the Club shall be entitled to deduct any excess from any sums due to you

## 10 SICKNESS

10.1 If you have accepted an Assignment but are subsequently unable to work the hours agreed, you must notify OOD of the reason for your absence as soon as possible but no later than 60 minutes before your start time on the first day of absence.

10.2 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 Club during such period.

## 11 DATA PROTECTION

11.1 The Club is committed to complying with the principles and requirements of the Data Protection Act 2018 in relation to the holding and processing of your personal data, including special categories of data.

11.2 The Club will hold and process, both electronically and manually, personal data relating to you which is necessary for the performance of this Agreement and for other lawful processing reasons

such as where it is in the Club's legitimate interests and where it is necessary for compliance with a legal obligation.

11.3 Such personal data includes, without limitation, your job application, references, bank details, performance appraisals, holiday and sickness and other absence records, expenses information, salary reviews, remuneration details, data regarding employment benefits and other records which may include sensitive personal data (also known as special categories of data) relating to your health. Special categories of data is defined as personal data relating to racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health or condition, sexual life, biometric data or genetic data.

11.4 Full details of the Club's personal data processing activities are set out in the Club's Data Privacy Policy, a copy of which is [available at the following link on the intranet \[include link\]](#).

11.5 The Club may make your personal data available to any third parties that provide products or services to the Club (such as HR and Payroll system administrators, pension administrators and benefits providers), regulatory authorities, potential purchasers of the Club or the business in which you work, or as may be required by law. Further details will be set out in the club's Data Privacy Policy.

11.6 You have an obligation to comply with the Club's Data Protection Policy and the Club processes for the proper management of employee and customer data as amended from time to time. You hereby acknowledge that, by signing this contract, you have read and understood the Club's Data Protection Policy.

## 12 CLUB RULES AND PROCEDURES

During each Assignment you are required at all times to comply with the relevant Club rules, policies and procedures in force from time to time.

## 13 HEALTH AND SAFETY

13.1 It is your duty, while at work, to take reasonable care of your own health and safety and that of other persons who may be affected by your acts or omissions.

13.2 You will co-operate with the Club in respect of any legal duty or requirement imposed on the Club by any relevant statutory health and safety provision.

13.3 You will be required to dress appropriately for your duties and working conditions. The OOD or DYC director is responsible, at their absolute discretion, for determining what attire is reasonably appropriate. If you attend work inappropriately dressed you may be sent home to change.

## 14 CLUB PROPERTY

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

14.2 Any Club property in your possession and any original or copy documents obtained by you in the course of your work for the Club shall be returned to the Club at any time on request and in any event at the end of each Assignment.

## 15 PREVENTION OF ILLEGAL WORKINGS

15.1 You must provide proof of your eligibility to work in the UK prior to the commencement of your first Assignment.

15.2 It is your responsibility to ensure that you have valid and up to date documentation that confirms your eligibility to work in the UK throughout any Assignments you undertake for the Club. You must notify the commodore or responsible DYC director if, for any reason, your immigration status changes. You must provide the commodore or responsible DYC director with all renewals of any document relating to your eligibility to work in the UK as soon as it is received and you must declare any changes to the conditions attached to such documents immediately. Any failure by you to comply with the obligations in this clause may lead to you not being offered work.

## 16 CONFIDENTIAL INFORMATION

16.1 You shall not, either during the period of this Agreement or any at any time after its termination, divulge or communicate to any person, company, business entity or other organisation, or use for your own purposes or for any purposes other than those of the Club or through any failure to exercise due care and diligence, permit or cause any unauthorised disclosure of any trade secrets or confidential information relating to the Club. These restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through your own default. For the purposes of this Agreement, "Confidential information" includes, without limitation, information which is not in the public domain relating to the Club or the business, finances of the Club including without limitation details of suppliers and their terms of business, details of members, the prices charged to and terms of membership with members, financial information (save to the extent that these are included in published audited accounts), any proposals relating to the expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, which comes into the Instructor's possession and which the Club regards, or could reasonably be expected to regard, as confidential, whether or not such information is reduced to a tangible form or marked in writing as "confidential", and any and all information which has been or may be derived or obtained from any such information.

16.2 [Nothing in this clause shall be construed or interpreted as preventing you from making a "protected disclosure" within the meaning of the Public Interest Disclosure Act 1998. In circumstances where you consider it is necessary to make such a disclosure, you should follow the Club's whistleblowing policy.]

## 17 CHANGES TO TERMS AND CONDITIONS AND TERMINATION

17.1 If you no longer wish to be considered for casual work by the Club you should inform the Club as soon as possible.

17.2 The Club may reduce its requirement for casual workers from time to time and/or may update the terms on which it offers such work. In the event of any such changes the Club may terminate this contract with immediate effect by giving notice in writing to you. In the event of any changes to the terms on which it is prepared to engage casual workers, you may, at the Club's absolute discretion, be offered a new contract for casual work.

17.3 The Club 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 Club into disrepute.

17.4 For the avoidance of doubt, on the termination of this contract (howsoever caused) you will not be entitled to any further payments from the Club other than any outstanding salary and holiday pay.

#### 18 TOTALITY OF TERMS

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 regarding your engagement as a casual worker by the Club 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 contract will only be valid where it is recorded in writing and signed by both parties and no additional or modified terms should be implied by any other actions of you or the Club. You confirm that you have read and understood the contents of this document.

#### 19 JURISDICTION

Your contract shall be governed by and interpreted in accordance with English/welsh Law. The parties hereby submit to the exclusive jurisdiction of the English/welsh courts.

#### 20 THIRD PARTY RIGHTS

You and the Club do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Right of Third Parties) Act 1999 by any third party.

..... For and on behalf of Dovey Yacht Club /  
Clwb Hwyllo Dyfi Date

I accept the terms and conditions of this Agreement as set out above.

..... [Name of Casual Worker] Date

are advised to confirm the up to date position and to take appropriate professional