

Zero-hours contracts

Zero-hours contracts can be a flexible option for both employers and workers. For example, if the work is not constant or is 'as and when'.

Generally speaking, most people understand this term to mean:

- your employer does not have to give you any minimum working hours
- you do not have to take any work offered

Employers often use zero-hours contracts for part of their workforce in sectors like:

- bank work (for example, for the NHS)
- casual hours (for example, students who only work during holidays)
- care work
- delivery driving
- gig economy work (for example, delivering takeaway food or giving car rides)
- hospitality work
- warehouse work

Your rights under a zero-hours contract

If you're on a zero-hours contract you can be legally classed as an employee or a worker – this is your employment status. Your rights are based on your employment status, not on having a zero-hours contract.

Your rights as an employee or worker

By law, as an employee or worker you have employment rights including:

- [National Minimum Wage and National Living Wage](#)
- [holiday and holiday pay](#)
- [rest breaks](#)
- protection from [discrimination](#)
- receiving [pay slips](#)

This is not a complete list of your rights. You can [check your employment status](#) to find out your full range of rights as an employee or worker.

Detriment and dismissal for employees and workers

An employer must not cause you 'detriment' for asserting certain statutory rights. For example, if you assert your right to get minimum wage.

Detriment means you experience one or both of the following:

- being treated worse than before
- having your situation made worse

Examples of detriment could be:

- you experience [bullying](#)
- you experience [harassment](#)
- your employer turns down your training requests without good reason
- you are overlooked for promotions or development opportunities
- your employer reduces your hours without good reason

If you're legally classed as an employee, your employer must not dismiss you for asserting your statutory rights. For example, if you assert your statutory right to rest breaks. This could be [automatically unfair dismissal](#).

If you're legally classed as a worker you cannot claim unfair dismissal. However, in some situations you might be able to claim that your contract being ended was a detriment.

This is a complicated area of employment law and you should get legal advice if you want to take further action.

If you have any questions, you can [contact the Acas helpline](#).

Working for more than one employer

By law (Employment Rights Act 1996), if you are on a zero-hours contract, your employer must not:

- try to stop you working for another employer by putting an exclusivity clause in your contract
- treat you unfavourably if you also work for another employer
- dismiss you for working for more than one employer

This law still applies even if the employer:

- has included an exclusivity clause in your contract
- says you have broken your contract by working for another employer

This is because it's against the law for an employer to enforce a clause for this reason.

Rest breaks

Under zero-hours contracts, you have the same rights as other employees and workers to:

- rest breaks at work
- rest between working days or shifts
- weekly rest periods

[Find out more about rest breaks](#)

If your employment contract ends

A zero-hours contract could be an ongoing contract or a series of short contracts each time you do work for your employer.

It's important to know which type of contract you have because if your contract ends, your employer must pay you:

- any holiday you've built up and not taken – unless you're paid [rolled-up holiday pay](#)
- outstanding wages and notice pay (if you were legally classed as an employee and employed for more than a month, or if your contract says so)

Jobs at an organisation might become at risk of redundancy.

If you're on a zero-hours contract and legally classed as an employee, employers might offer [redundancy](#).

If you're on a zero-hours contract and legally classed as a worker, you are not entitled to redundancy.

Employers could also stop your hours instead of offering redundancy.

Notice period when a job ends

The rules on notice periods are different for employees and workers.

If you're classed as an employee

You and your employer should follow the [rules on notice periods for employees](#).

If you're classed as a worker

By law there's no requirement for either you or the employer to give notice.

If an employer does require a notice period, they must put it in the written statement.

During a notice period, your working arrangement remains the same as normal, so:

- your employer does not have to give you any minimum working hours
- you do not have to take any work offered

Continuous employment

When your employment has been continuous, with no break, you build up more employment rights.

For example, employees have the right to make an unfair dismissal claim after 2 years' service.

It's important to know if your employment has been continuous or if there has been a break.

It might not be clear whether there has been a break if:

- you have short contracts each time you do work for your employer
- you leave a job and return back to it

If you're unsure, you should check with your employer.

What counts as a break in employment

If you're not provided work for a full calendar week (7 consecutive days from Sunday to the following Saturday), this usually counts as a break in employment.

In some situations, it might not count as a break in employment. For example, when:

- you're off work for up to 26 weeks with sickness or injury
- your seasonal or academic work regularly stops temporarily
- you and your employer have an agreement, such as a career break

If you're unsure, you can ask your employer how it affects your contract.

The employer's responsibilities for zero-hours workers

Employers who employ staff on zero-hours contracts must:

- grant them statutory employment rights, with no exceptions
- uphold their protected employment rights
- pay the National Minimum Wage, no matter how many hours are offered or worked
- make it clear whether they are an employee or a worker
- tell them what their rights are to things like sick pay, holiday entitlement and redundancy pay
- let them know how the contract will be ended
- pay their wages through PAYE, including tax and National Insurance (NI) deductions

[Find out more about PAYE, tax and NI from HM Revenue and Customs \(HMRC\)](#)

Good practice for employers

A responsible employer who uses zero-hours contracts should make it clear that:

- the work is not guaranteed and can quickly end
- the employee or worker does not have to accept work offered
- there is a fair and transparent process for sharing out work, taking into account individuals' personal circumstances

Employers should have a clear policy on cancelling work, including the notice they will give and details of any compensation.

When to use zero-hours contracts

Zero-hours contracts can work well when:

- the demand for work changes from week to week
- the employee or worker wants flexibility because of study or childcare
- the work is in a sector with busy and quiet periods – like hospitality, catering and entertainment
- starting up a new business
- there are surges in demand at certain times of year, like festivals in summer
- providing sickness cover

When you should not use zero-hours contracts

Responsible employers should not use zero-hours contracts:

- permanently, unless it can be justified
- if the employee is needed for regular hours over a continuous period of time
- to avoid giving employees their rights (they are entitled to these by law)
- to run the core business, rather than to manage peaks in demand

If zero-hours contracts are not appropriate, you should consider:

- offering overtime to permanent staff
- part-time or fixed-term contracts
- using agency staff

If you think your employer is not following the law

If you think you're not getting what you're entitled to, for example rest breaks or pay, you should first [raise the issue with your employer](#)