

OVERVIEW OF EMPLOYMENT AND LABOUR LAW

2024 Guide



INTRODUCTION

Employment or labour law is a set of regulations and legal aspects that govern the relationship between employers and employees. It outlines the expectations employers can have of their workforce, their obligations in providing certain entitlements, defining the official rights of employees within the workplace. This legal framework is particularly vital for UK employers as it integrates legal structures into key organizational processes, influencing how common practices are conducted.

In this eBook we delve into the essential aspects of employment characteristics, contracts, termination procedures, notice periods, working time, vacation entitlement and beyond.

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EMPLOYMENT POSSIBILITIES

Employment relationship in the UK may be concluded for:



Fixed term employment



**Indefinite period of time
(permanent employment)**

Fixed term employment

In the UK, fixed-term employment refers to a type of employment contract where the employee is hired for a specific period of time, as opposed to an indefinite period. These contracts specify a start date and an end date, after which the employment automatically terminates unless renewed or extended. Fixed-term contracts are commonly used for temporary or project-based work where the employer has a specific need for a certain duration.

Here are some key points about fixed-term employment in the UK:

Contract length

The length of a fixed-term contract can vary widely depending on the needs of the employer and the nature of the work. Contracts can range from a few weeks to several years.

Renewal

Fixed-term contracts can sometimes be renewed or extended by mutual agreement between the employer and the employee. However, there may be limitations on the number of times a contract can be renewed, and there may be legal implications if a fixed-term employee is continuously renewed without a valid reason.

Rights and benefits

Fixed-term employees are entitled to many of the same rights and benefits as permanent employees, including the right to receive the National Minimum Wage, holiday pay, and protection from

discrimination. However, there may be differences in benefits such as pension contributions or sick pay, depending on the terms of the contract and the employer's policies.

Termination

Employment on a fixed-term contract automatically ends on the agreed end date, unless terminated earlier by either party in accordance with the terms of the contract. Employers may also terminate a fixed-term contract early for reasons such as redundancy or poor performance, but they must follow fair and lawful procedures.

Redundancy

Fixed-term employees have the same rights as permanent employees in the event of redundancy, including the right to receive redundancy pay if they have been continuously employed for two or more years.

Notice periods

Fixed-term contracts may include provisions for notice periods that apply if either party wishes to terminate the contract early. The length of the notice period is typically specified in the contract or determined by law.

It's essential for both employers and employees to understand the terms of a fixed-term contract before entering into it, including the reasons for its use, the rights and benefits it provides, and the procedures for renewal or termination. If there are any uncertainties or disputes, it's advisable to seek legal advice.

Indefinite period (permanent employment)

Permanent employment, also known as indefinite employment, is the most common type of employment arrangement in the UK. Here are some key points about permanent employment in the UK:

Indefinite duration

Permanent employment is characterised by an open-ended employment relationship between the employer and the employee. Unlike fixed-term contracts, there is no specified end date for permanent employment.

Rights and benefits

Permanent employees are entitled to a wide range of rights and benefits under UK employment law, including:

- The National Minimum Wage or the National Living Wage, depending on age and other factors.
- Statutory paid holiday entitlement, which is currently set at 5.6 weeks per year for full-time employees.
- Statutory sick pay if they are unable to work due to illness or injury (subject to qualifying conditions).
- Protection from unfair dismissal, which means they cannot be dismissed without a fair reason and a fair procedure being followed.
- Protection from discrimination on grounds such as age, gender, race, disability, religion, or sexual orientation.

Notice periods

Permanent employment typically involves a notice period that must be given by either the employer or the employee if they wish to terminate the employment relationship. The length of the notice period is usually specified in the employment contract or determined by law.

Pension and other benefits

Permanent employees may be eligible to participate in workplace pension schemes offered by their employer, which can provide valuable retirement benefits. They may also be entitled to other benefits such as health insurance, life insurance, and bonuses, depending on the employer's policies.

Career development

Permanent employment often provides opportunities for career development and progression within the organization. Employees may have access to training and development programs, promotion opportunities, and other resources to support their professional growth.

Job security

Permanent employees typically enjoy greater job security compared to those on fixed-term contracts. While they can still be dismissed for valid reasons, such as misconduct or redundancy, they have legal protections against unfair dismissal and may be entitled to redundancy pay if they are made redundant.

Overall, permanent employment offers stability, rights, and benefits that provide a strong foundation for employees' long-term financial security and career advancement.



EMPLOYMENT CONTRACT MINIMUMS

In the UK, there are certain minimum requirements for employment contracts, and specific information that must be included to ensure the contract is legally valid. Here's an overview:

Offer and acceptance

There must be a clear offer of employment from the employer, which is then accepted by the employee.

Written statement of employment

Employers are required to provide employees with a written statement of employment within two months of their start date. This statement must include certain key terms and conditions of employment, such as:

- Names of the employer and employee
- Job title and description
- Start date of employment
- Pay and pay frequency
- Working hours and days of work
- Holiday entitlement
- Notice periods for termination
- Details of any collective agreements that affect the terms of employment
- Information on pensions and pension schemes (if applicable)

Minimum wage

Employers must ensure that employees are paid at least the National Minimum Wage or the National Living Wage, depending on their age and circumstances.

Working time regulations

Employers must comply with working time regulations, which include provisions on maximum working hours, rest breaks, and annual leave entitlements.

Statutory rights

Employees are entitled to certain statutory rights, such as protection from unfair dismissal, statutory sick pay, and maternity/paternity leave. These rights should be clearly outlined in the employment contract.

Essential information in an employment contract

1. **Parties' details:** Names and addresses of the employer and the employee.
2. **Job title and description:** Clear description of the employee's role and responsibilities.
3. **Start date:** Date when the employment begins.
4. **Pay and benefits:** Details of the employee's salary or wage, pay frequency, and any additional benefits such as pension contributions, health insurance, or bonuses.
5. **Working hours:** Specification of the employee's normal working hours, including any arrangements for overtime or shift work.
6. **Holiday entitlement:** Information on the employee's annual leave entitlement, including how holiday pay is calculated and when holidays can be taken.
7. **Notice period:** Length of notice required by either party to terminate the employment contract.
8. **Probationary period (if applicable):** Details of any probationary period, including its duration and any conditions that apply.

Validity of an employment contract

For an employment contract to be legally valid, it must meet the following criteria:

1. **Offer and acceptance:** There must be a clear offer of employment from the employer, which is then accepted by the employee.
2. **Consideration:** The contract must involve an exchange of consideration, typically in the form of the employee's services in return for pay and benefits from the employer.
3. **Intention to create legal relations:** Both parties must intend for the contract to have legal effect.
4. **Certainty of terms:** The terms of the contract must be sufficiently certain and specific to enable both parties to understand their rights and obligations.
5. **Compliance with legal requirements:** The contract must comply with relevant employment laws and regulations, including minimum wage requirements, working time regulations, and statutory rights.

Employers should ensure that employment contracts are clear, fair, and legally compliant to avoid disputes and potential legal issues in the future. It's advisable for both parties to seek legal advice if they have any concerns about the terms of the contract.



PROBATION PERIOD

Many employment contracts in the UK include a probationary period, during which the employer and the employee can assess whether the role is a good fit. This period allows both parties to evaluate each other's performance and suitability for the position. The duration of the probationary period can vary depending on the employer's policies and the nature of the role, but it typically ranges from one to six months.

During the probationary period, either the employer or the employee can terminate the employment contract with a shorter notice period than would be required after the probationary period ends. This allows for a more flexible arrangement in case the employment relationship doesn't work out as expected.

The duration of the probationary period may indeed vary depending on the type of job position.

For example:

1. **Junior or entry-level positions:** Employers may opt for shorter probationary periods, such as one to three months, as these roles may have less complexity and require less time to assess suitability.
2. **Senior or specialised positions:** Employers may choose longer probationary periods, such as three to six months, for roles that involve greater responsibility or require specific skills or experience. This extended period allows for a more comprehensive evaluation of the employee's performance.
3. **Contract or temporary positions:** Probationary periods for contract or temporary positions may be shorter than for permanent roles, as the duration of employment is already predetermined.

It's essential for both employers and employees to clearly understand the terms and expectations associated with the probationary period, including any performance criteria or objectives that need to be met. Additionally, any notice periods for termination during the probationary period should be clearly outlined in the employment contract or company policies.



TERMINATION OF THE EMPLOYMENT

Employment relationships in the UK can be terminated in various ways, each with its own considerations and legal implications. Here are some common methods of termination:

1. Termination by notice:

- **Employee's right to resign:** An employee can resign from their position by providing notice to their employer as specified in their employment contract or by law. The notice period may vary depending on the length of employment and contractual agreements.
- **Employer's right to dismiss:** An employer can terminate an employee's contract by providing notice, as specified in the employment contract or by law. The notice period may vary depending on factors such as the length of employment and the reason for termination.
- **Payment in Lieu of Notice (PILON):** In some cases, either the employer or the employee may choose to make a payment in lieu of notice, allowing for immediate termination of the employment contract without waiting for the notice period to expire. This option must be agreed upon by both parties or provided for in the employment contract.

2. Termination by mutual consent:

- **Settlement agreements:** Employers and employees may agree to terminate the employment relationship by mutual consent through a settlement agreement (formerly known as a compromise agreement). This legally binding document typically includes terms such as the termination date, any financial compensation or benefits to be provided, and agreements regarding confidentiality and future claims.

3. Termination for cause:

- **Dismissal for misconduct:** An employer may dismiss an employee without notice for serious misconduct, such as theft, fraud, harassment, or gross negligence. However, the employer must follow fair and lawful procedures, including conducting a thorough investigation and giving the employee an opportunity to respond to the allegations.
- **Dismissal for poor performance:** An employer may dismiss an employee for poor performance if they have provided adequate support, training, and opportunities for improvement, and the employee's performance remains unsatisfactory. Again, fair procedures must be followed,

including providing feedback and opportunities for the employee to address any performance issues.

4. Termination due to redundancy:

- **Redundancy:** An employer may terminate an employee's contract due to redundancy if there is a genuine business need to reduce the workforce, such as changes in technology, market conditions, or organizational restructuring. Employers must follow specific procedures, including consulting with affected employees, considering alternative employment opportunities, and providing appropriate notice and redundancy pay.

5. Termination due to incapacity:

- **Incapacity due to illness or injury:** If an employee is unable to perform their duties due to long-term illness or injury, and reasonable adjustments cannot be made to accommodate their condition, the employer may have grounds to terminate the employment contract. However, employers must follow fair procedures and consider factors such as medical evidence and the employee's length of service.

6. Automatically by operation of law:

- **Expiration of fixed-term contract:** If an employee is hired on a fixed-term contract, the employment relationship will automatically terminate at the end of the contract period, without the need for notice, unless the contract is renewed or extended.

It's essential for both employers and employees to be aware of their rights and obligations regarding termination of employment, as well as any contractual or statutory requirements that may apply. Seeking legal advice can help ensure that termination processes are conducted fairly and lawfully, minimising the risk of disputes or legal challenges.

Notice period

The notice period required for termination of employment in the UK can vary depending on several factors, including the length of the employee's service, the terms of the employment contract, and the reason for termination. Here's a general overview of notice periods for different termination scenarios:

Notice period for termination by notice

The notice period required for termination by notice is typically specified in the employment contract. If the contract does not specify a notice period, the statutory minimum notice periods set out in the Employment Rights Act 1996 apply:

- **Minimum notice period for employees:** Employees are entitled to a minimum notice period based on their length of continuous service:
 - One week's notice if employed continuously for one month to two years.
 - One week's notice for each year of continuous employment, up to a maximum of 12 weeks, if employed continuously for two years or more.

Notice period for termination by mutual consent

The notice period for termination by mutual consent is typically agreed upon by the employer and the employee and may vary depending on the circumstances. If the parties cannot agree on a notice period, the statutory minimum notice periods may apply as a default.

Notice period for termination for cause

The notice period for termination for cause, such as dismissal for misconduct or poor performance, may vary depending on the terms of the employment contract and the severity of the situation. Employers should follow fair and lawful procedures, which may include providing a reasonable notice period or making a payment in lieu of notice if warranted by the circumstances.

Notice period for termination due to redundancy

The notice period for termination due to redundancy is typically determined by the employee's length of continuous service and is subject to statutory minimums as outlined in the Employment Rights Act 1996. Additionally, employees who are made redundant may be entitled to a statutory redundancy payment, which is calculated based on their length of service, age, and weekly pay, subject to certain caps.

Notice period for termination due to incapacity

The notice period for termination due to incapacity, such as long-term illness or injury, may vary depending on the circumstances and any contractual provisions. Employers should follow fair procedures and may need to consider factors such as medical evidence, the employee's length of service, and any applicable statutory rights.

It's important for employers and employees to review their employment contracts and any applicable statutory requirements to determine the specific notice period that applies in each case. Additionally, seeking legal advice can help ensure that termination processes are conducted in compliance with relevant laws and regulations.



SOCIAL CONTRIBUTIONS AND INCOME TAX

Employers in the United Kingdom are required to pay the following taxes and contributions on the gross salaries of their employees:

Contribution	Employee	Employer
Personal income tax	20%/40%/45%	0%
Pension contribution	5%	3%
Social security contribution	10%	13.8%



WORKING TIME AND VACATION

In the UK, the standard working time is typically defined as 40 hours per week for full-time employees. This means that full-time employees are generally expected to work around 8 hours per day, Monday to Friday, although actual working hours may vary depending on the employer's policies and the nature of the job.

However, it's essential to note that many employees may work different schedules based on factors such as industry norms, shift work, flexible working arrangements, or irregular working hours. Here's how working time can differ with irregular working schedules:

Shift work

In industries such as healthcare, manufacturing, transportation, and hospitality, employees may work shift patterns that involve working outside of regular daytime hours. Shift work often involves rotating shifts, including mornings, evenings, nights, weekends, or even 12-hour shifts. Employers must ensure compliance with working time regulations, including providing adequate rest breaks and managing shift patterns to prevent excessive fatigue.

Flexible working arrangements

Some employees may have flexible working arrangements that allow them to vary their start and finish times or work remotely from home. Flexible working arrangements can help employees achieve a better work-life balance and accommodate personal commitments, such as childcare or caregiving responsibilities. Employers and employees should agree on the terms of flexible working arrangements, including any changes to working hours or location, in writing.

Part-time work

Part-time employees work fewer hours than full-time employees, typically working less than 40 hours per week. Part-time work can be a preferred option for individuals who require flexibility due to personal commitments or other reasons. Part-time employees are entitled to the same employment rights and protections as full-time employees on a pro-rata basis, including pay, holiday entitlement, and statutory benefits.

Zero-hour contracts

Zero-hour contracts are employment contracts where the employer is not obliged to provide a minimum number of hours of work, and the employee is not obliged to accept any work offered. Employees on zero-hour contracts have flexibility in their working hours but may not have guaranteed income or job security. Employers must ensure compliance with working time regulations, including providing adequate rest breaks and not exceeding maximum working hours.

Seasonal or temporary work

Some industries, such as agriculture, tourism, and retail, may have seasonal or temporary work patterns that involve irregular hours or peak periods of activity. Employers should ensure that working time arrangements comply with relevant laws and regulations, including managing workload and providing appropriate rest periods.

Overall, working time in the UK can vary depending on factors such as industry norms, job requirements, and individual preferences. Employers and employees should communicate openly and agree on working time arrangements that meet business needs while respecting employees' rights and promoting health and well-being.

Overtime

Working overtime is allowed in the UK, but there are regulations in place to protect employees from excessive working hours and to ensure they are adequately compensated for overtime work. The main regulations governing working time and overtime in the UK are outlined in the Working Time Regulations 1998. Here are some key points regarding overtime in the UK:

1. **Limit on weekly working hours:** The Working Time Regulations set a limit on the average number of hours most employees can work per week, including overtime. The standard limit is 48 hours per week, averaged over a reference period (usually 17 weeks). However, employees can choose to opt out of this limit by signing an opt-out agreement, although they cannot be forced to do so.
2. **Overtime pay:** Employers are not required by law to pay employees extra for working overtime. However, many employers choose to provide additional compensation for overtime work, either through increased hourly pay rates, time off in lieu (TOIL), or other benefits. The terms of overtime pay should be outlined in the employment contract or company policies.
3. **Health and safety considerations:** Employers have a duty to ensure that employees' health and safety are not put at risk by working excessive hours or overtime. Employers should conduct risk assessments to identify and mitigate any potential health and safety risks associated with overtime work, particularly in industries where fatigue or stress could be a concern.
4. **Rights to rest breaks:** Employees have the right to rest breaks during their working day, including rest breaks during overtime hours. The regulations specify minimum rest break

requirements, including a 20-minute rest break for every six hours worked, which should be provided by the employer.

5. **Protection for young workers:** Young workers (those under 18 years old) have additional protections under the Working Time Regulations, including limits on their working hours and restrictions on working certain types of night shifts or overtime.
6. **Collective agreements:** In some industries, collective agreements between employers and trade unions may govern overtime arrangements, including rates of pay, maximum hours of work, and other conditions.

Overall, while working overtime is permitted in the UK, employers must ensure compliance with working time regulations, health and safety requirements, and any contractual agreements regarding overtime pay and working hours. Employees should be aware of their rights regarding overtime and raise any concerns about excessive working hours or inadequate compensation with their employer or relevant authorities.

Vacation time

Employees in the UK are entitled to paid vacation, often referred to as annual leave or holiday entitlement. The amount of vacation time employees are entitled to varies depending on several factors, including their length of service and the terms of their employment contract. Here's an overview of annual leave entitlements in the UK:

1. **Statutory minimum entitlement:** The statutory minimum annual leave entitlement for full-time employees is 5.6 weeks per year. This equates to 28 days of paid leave for someone working five days a week. Part-time employees are entitled to a pro-rata amount of annual leave based on the number of days or hours they work each week.
2. **Bank holidays:** In addition to their annual leave entitlement, many employees in the UK also receive paid time off for public holidays, also known as bank holidays. There are typically eight bank holidays in England, Wales, and Scotland, although this number may vary slightly in different parts of the UK. Employers may choose to include bank holidays as part of their employees' annual leave entitlement or provide them as additional paid leave.
3. **Contractual entitlement:** Some employers may offer more generous annual leave entitlements than the statutory minimum as part of their employment contracts or company policies. For example, an employer might offer 25 days of annual leave plus bank holidays, providing a total of 33 days of paid leave per year.
4. **Accrual and carryover:** Annual leave entitlement typically accrues throughout the year, with employees earning a certain amount of leave for each month or pay period worked. Employers may have policies in place regarding the accrual and carryover of unused annual leave from one year to the next, including limits on how much leave can be carried over.
5. **Taking annual leave:** Employees have the right to request to take their annual leave at a time that is convenient for them, subject to their employer's approval and any operational requirements. Employers should consider employee requests for annual leave fairly and

reasonably, taking into account factors such as staffing levels, business needs, and the employee's preferences.

6. **Notice periods:** Employers may require employees to give notice when requesting to take annual leave, and they may also have their own notice requirements for approving or denying leave requests. The notice period for taking annual leave should be outlined in the employment contract or company policies.

Overall, annual leave entitlements in the UK aim to ensure that employees have the opportunity to take regular breaks from work, maintain work-life balance, and enjoy time off for rest, relaxation, and leisure activities. Employers should ensure compliance with statutory requirements regarding annual leave entitlements and consider offering additional benefits to support employee well-being and morale.

Unpaid leave

Unpaid leave, also known as unpaid time off (UTO) or unpaid absence, allows employees to take time off from work without pay for various reasons. While there is no statutory entitlement to unpaid leave in the UK, employers may offer unpaid leave as part of their company policies or agreements with employees. Here are some common situations where employees may request unpaid leave:

1. **Personal reasons:** Employees may request unpaid leave for personal reasons such as family events, personal appointments, or dealing with personal matters.
2. **Parental leave:** Eligible employees may be entitled to take unpaid parental leave to care for a child or make arrangements for their welfare. Parental leave is separate from other types of leave such as maternity, paternity, or shared parental leave, which are typically paid.
3. **Compassionate leave:** Employers may grant unpaid compassionate leave to employees who need time off to deal with a family or personal emergency, such as a bereavement or serious illness of a family member.
4. **Public duties:** Some employees, such as elected officials or members of a jury, may be entitled to take unpaid leave to fulfil their public duties.
5. **Career breaks:** Employers may offer unpaid career breaks or sabbaticals to employees who wish to take an extended period of time off work for personal development, travel, or other purposes. The terms and conditions of such breaks should be agreed upon in advance between the employer and the employee.
6. **Other special circumstances:** Employees may request unpaid leave for other special circumstances, such as volunteering, further education, or religious observance, depending on the employer's policies and the nature of the request.

While employers are not legally required to grant unpaid leave, they are encouraged to consider employees' requests for time off and may choose to offer unpaid leave as a discretionary benefit or as part of a flexible working arrangement. Employers should ensure that their policies regarding unpaid leave are fair, consistent, and applied equitably to all employees. It's also important for employers to communicate clear guidelines and procedures for requesting unpaid leave and to handle requests in a sensitive and respectful manner.



THE MOST COMMON EMPLOYEE BENEFITS

Employee benefits vary widely depending on the employer, industry, and country, but some common benefits offered by employers in many organisations include:

1. **Health insurance:** Employer-sponsored health insurance plans often provide coverage for medical expenses, including doctor visits, hospitalisation, prescription medications, and preventive care. Some employers may offer additional benefits such as dental and vision insurance.
2. **Retirement savings plans:** Pension schemes in the UK, are offered to help employees save for retirement. Employers may also provide matching contributions or other incentives to encourage employee participation.
3. **Paid time off (PTO):** Paid time off typically includes vacation days, holidays, and sick leave. Employers may offer a set number of days or hours of PTO each year, which employees can use for personal time off or to care for themselves or their family members when ill.
4. **Flexible working arrangements:** Flexible working arrangements, such as telecommuting, flextime, or compressed workweeks, allow employees to have greater control over their work schedules and may help improve work-life balance.
5. **Employee assistance programs (EAPs):** EAPs provide confidential counseling and support services to employees and their family members for personal or work-related issues, such as stress, mental health concerns, financial problems, or substance abuse.
6. **Wellness programs:** Wellness programs promote employee health and well-being through initiatives such as fitness memberships, wellness challenges, health screenings, and educational resources on nutrition and healthy lifestyle choices.
7. **Tuition reimbursement:** Some employers offer tuition reimbursement programs to help employees pursue further education or professional development. This benefit may cover all or part of the costs of tuition, textbooks, and other educational expenses.
8. **Childcare assistance:** Childcare assistance benefits, such as on-site childcare facilities, subsidies for childcare expenses, or flexible spending accounts for dependent care, help employees balance work and family responsibilities.

9. **Life and disability insurance:** Life insurance provides financial protection for employees' families in the event of their death, while disability insurance provides income replacement if employees become unable to work due to illness or injury.
10. **Employee discounts:** Employers may offer discounts on company products or services, as well as discounts at partner retailers, restaurants, entertainment venues, or travel providers.

These are just a few examples of common employee benefits, and the specific benefits offered by employers can vary widely depending on factors such as industry, company size, location, and organizational culture. Employers may tailor their benefits packages to attract and retain talent, meet the needs of their workforce, and stay competitive in the job market.



TEMPORARY WORK – GENERAL ASPECTS

Many temporary work aspects, such as fixed-term contracts, part-time work, and zero-hour contracts, apply in the UK. Here's some information on each:

Fixed-term contracts

Fixed-term contracts are employment agreements that last for a specific period of time, with a defined end date. These contracts are commonly used for temporary or project-based work. Employees on fixed-term contracts are entitled to many of the same rights and benefits as permanent employees, including the National Minimum Wage, holiday pay, and protection from discrimination. However, the specific terms and conditions of fixed-term contracts may vary depending on the employer and the nature of the work.

Part-time work

Part-time work involves working fewer hours than a full-time employee, typically less than 35 hours per week. Part-time employees are entitled to pro-rata benefits and protections under employment law, including holiday entitlement, sick pay, and pension contributions. Part-time work can offer flexibility for individuals with other commitments, such as caring responsibilities or pursuing further education.

Zero-hour contracts

Zero-hour contracts are employment agreements where the employer is not obliged to provide a minimum number of hours of work, and the employee is not obliged to accept any work offered. Employees on zero-hour contracts have flexibility in their working hours but may not have guaranteed income or job security. They are entitled to the National Minimum Wage, holiday pay, and statutory protections, but their rights may vary depending on how the contract is structured and implemented.

Agency work

Agency work involves working for an employment agency, which then assigns individuals to work for client companies on a temporary basis. Agency workers may be employed directly by the agency or hired as workers or employees by the client company. Agency workers are entitled to certain rights and

protections under UK law, including the right to equal treatment in terms of pay and working conditions compared to permanent employees after 12 weeks on assignment.

Seasonal work

Seasonal work involves employment that is tied to specific seasons or periods of high demand, such as agricultural work, tourism, retail, or hospitality. Seasonal workers may be employed on fixed-term contracts or temporary agreements to meet short-term staffing needs during peak periods.

These are just a few examples of temporary work arrangements in the UK. While temporary work can offer flexibility and opportunities for individuals, it's essential for both employers and employees to understand their rights and obligations under these arrangements and to ensure compliance with relevant employment laws and regulations.



OVERVIEW OF APPLICABLE LEGISLATION

- Employment Rights Act 1996
- Equality Act 2010
- Working Time Regulations 1998
- National Minimum Wage Act 1998
- Health and Safety at Work Act 1974
- Maternity and Parental Leave Regulations 1999
- Flexible Working Regulations 2014
- Trade Union and Labour Relations (Consolidation) Act 1992
- Data Protection Act 2018 (related to employment data protection)
- Equality Act 2010 (related to discrimination and equal opportunities)
- Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000
- Agency Workers Regulations 2010
- Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- Redundancy Payments Act 1965 (and related legislation)
- Pension Schemes Act 2015 (related to workplace pensions)
- Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013

These are just some of the key pieces of legislation that govern various aspects of employment in the UK, including employment rights, working conditions, equal opportunities, health and safety, and dispute resolution. Depending on the specific circumstances, other legislation or regulations may also apply. It's important for both employers and employees to be aware of their rights and obligations under relevant laws and to seek legal advice if needed.

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Get in touch with us

E-mail: unitedkingdom@accace.com | Tel.: [+44 207 692 8481](tel:+442076928481)

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