



ZERO HOURS JUSTICE LTD.

AND

*[INSERT NAME]*

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## ACCREDITATION AGREEMENT AND LICENCE

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This Agreement confirms that *[insert name of organisation]* has met the Zero Hours Justice Ltd. criteria for accreditation as a *[No Zero Hours Gold Employer/No Zero Hours Silver Employer/Fairer Hours Employer delete as appropriate]* based on the information provided by *[insert name of organisation]* in Appendix A (page 8 of this Agreement).

### 1. Interpretation

#### 1.1. "the Agreement Date"

*the date this Agreement is signed by both parties;*

#### 1.2. "Branding Guidelines"

*The Licensee is free to use the Zero Hours Justice Ltd. Accreditation Trade Mark on its website, its social media channels and any other electronic and printed materials, including business cards, correspondence and brochures;*

#### 1.3. "Employee"

*all employees of the Licensee excluding volunteers*

#### 1.4. "Fee"

*The Fee as specified in Schedule 2 (for at least the first year, this will be nil)*

1.5. "Licensor"

*Zero Hours Justice Ltd.*

1.6. "Licensee"

*[Insert name of organisation]*

1.7. "Fairer Hours Minimum Criteria"

*The criteria for using zero hours contracts as a Fairer Hours Employer, being:*

- (a) A fair approach to hours and contracts with respect to zero or minimal hours contracts
- (b) At least two weeks' notice for scheduling of shifts and ensure there is no penalty for a worker who declines a shift added at short notice
- (c) shifts paid if cancelled at less than two weeks' notice
- (d) Allow workers to request a contract with more fixed hours at any time without consequences
- (e) A commitment to review actual hours worked annually and initiate a supportive conversation with the employee with a view to providing a contract at or close to the hours actually being worked as soon as able

For irregular specialist and seasonal workers, a fixed term contract would be supplied for the following:

- (f) Highly paid professionals
- (g) Fruit pickers
- (h) Festival and events staff for fixed events
- (i) Holiday jobs for a fixed duration
- (j) With the exemption of:
- (k) Non-routine specialists such as maintenance people/engineers

1.8. "Programme"

*The Accreditation programme run by the Licensor as outlined in this Agreement;*

1.9. "Trade Mark"

*The trade mark set out in Schedule 1 and any marks which incorporate or are confusingly similar to them;*

1.10. "Term"

*The term commencing on the Agreement Date and continuing until termination under clause 6;*

### 1.11. “Zero Hours Contract”

*As set out in section 27A of the Employment Rights Act 1996 (as amended), a “zero hours contract” means a contract of employment or other worker’s contract under which (a) the undertaking to do or perform work or services is an undertaking to do so conditionally on the employer making work or services available to the worker, and (b) there is no certainty that any such work or services will be made available to the worker.*

## 2. Licence

- 2.1. In consideration of the Fee and the Licensee’s obligations under this Agreement the Licensor provides the Licensee with a non-exclusive, non-transferable license to use the Trade Mark for the Term to promote its adherence to the Programme.
- 2.2. The Licensee agrees and acknowledges that all intellectual property rights in the Trade Marks and/or in any mark or phrase produced in furtherance of the terms of this Agreement belong to the Licensor.
- 2.3. The Licensee shall not use any other trademarks confusingly similar to the Trade Marks and shall not use the Trade Mark as part of its publicity and/or corporate trading name except as authorised under this Agreement.
- 2.4. The Licensee shall comply strictly with any Branding Guidelines and all other reasonable directions of the Licensor regarding the form and manner and application of the Trade Mark.
- 2.5. The Licensee shall not do anything that brings the Licensor, the Programme or the Trade Mark into disrepute.
- 2.6. The Licensor warrants that:
  - 2.6.1. it owns the rights in the Trade Mark, is free to enter into this Agreement and has the right to grant the Licensee the rights granted in it; and
  - 2.6.2. the Licensee’s use of the Trade Mark as contemplated under this Agreement will not infringe the rights of any third party.

## 3. Fee

At present there is no fee to be part of the Accreditation Scheme as our costs are covered by a private donor. This will apply at the very least for the first year. Should this change in the future (and at that time a modest fee charged to cover

basic costs to run the scheme) the Licensor shall give at least 90 days notice of the proposed change and fee, with details of how the Licensee can accept.

#### **4. Licensee's Obligations**

The Licensee shall comply with clause 4.1.

##### **4.1 *Fairer Hours Accreditation***

- 4.1.1 From the date of this Agreement, and subject to any amendments made to these conditions by the Licensor from time to time, the Licensee shall only recruit people on zero hours contracts that comply with the Fairer Hours Minimum Criteria outlined at 1.7 above; and
- 4.1.2 annually review and vary all existing zero hours contract so as to include the Minimum Criteria, notify all affected Employees of variation to their contract concerning the Minimum Criteria.
- 4.1.3 The Licensee shall ensure to the extent permitted by law that any of its contractors which supply an employee (other than an apprentice) who provides a service to or on behalf of the Licensee involving 2 or more hours of work a week, for 8 or more consecutive weeks in a year shall adopt the measures set out in clause 4.4.1 above in relation to such individuals as if they were the Licensee's employees in respect of that employee's work for the Licensee.

#### **5 Records and Compliance**

- 5.1 The Licensee undertakes to provide the Licensor on reasonable request all information necessary for the Licensor to confirm that the Licensee is complying with its obligations under clause 4.
- 5.1 If the Licensor is not satisfied with the information provided by the Licensee under clause 5.1 or has good reason to doubt whether the Licensee is complying with its obligations under clause 4 the Licensor shall be entitled to:
  - 5.2.1 Require that the Licensee provides reasonable evidence that the relevant sub-clauses under clause 4 are enforceable under all contracts of employment of directly employed staff (other than an apprentice) and implemented by any Contractor to which the relevant sub-clauses under clause 4 apply.
  - 5.2.2 Contact and meet with any trade unions representing the Licensee's or its contractor's employees in order to establish that the Licensee and/or its contractors have complied with the relevant obligations in clause 4; and

5.2.3 Contact and meet with the Licensee's employees and/or contractors in order to establish that the Licensee and/or its Contractors have complied with the relevant obligations in Clause 4.

## **6 Termination**

6.1 Either party may terminate this Agreement upon written notice effective immediately if the other party has committed a material breach of this Agreement and, where such a breach is capable of remedy, the other has failed to remedy such breach within 28 working days of receiving notice specifying the breach.

6.2 The Licensor may terminate this Agreement upon written notice effective immediately if:

6.2.1 the Licensee ceases or threatens to cease complying with Clause 4;

6.2.2 the Licensor and/or the directors of the Licensor in their sole discretion considers that any action taken by the Licensee brings or may bring the Licensor and/or any of its affiliates, members or group organisations, the Programme or the Trade Marks into disrepute

6.2.3 the Programme ceases or is withdrawn or modified.

6.3 Either party may terminate this Agreement without cause at any time upon 3 month's written notice.

## **7 Consequences of Termination**

7.1 On termination of this Agreement under clause 6.1 or 6.2 the Licensee shall::

7.1.1 within one month cease to use the Trade Mark on any materials in electronic form including on any websites.

7.1.2 within six months of the termination date cease all other use of the Trade Mark including on printed materials and at the request of the Licensor either return or destroy all the materials bearing the Trade Mark;

7.1.3 immediately cease to print any materials bearing the Trade Mark.

7.2 On termination of this Agreement under clause 6.3, the Licensee shall:

- 7.2.1 continue to use the Trade Mark during the notice period; and
- 7.2.2 at the end of the notice period, cease to use the Trade Mark on any materials in electronic form including on any websites.
- 7.2.3 within three months of the end of the notice period cease all other use of the Trade Mark including on printed materials and at the request of the Licensor either return or destroy all the materials bearing the Trade Mark;
- 7.2.4 immediately cease to print any materials bearing the Trade Mark.

7.3 On request, the Licensor shall refund any Fee paid, pro-rata, in respect of the period of time in which the Licensee is no longer entitled to use the Trade Mark.

7.3.1 Where the Agreement was terminated under clause 6.1 or 6.2, the period of time in which the Licensee is no longer entitled to use the Trade Mark starts on the date that written notice was given.

7.3.2 Where the Agreement was terminated under clause 6.3, the period of time in which the Licensee is no longer entitled to use the Trade Mark starts on the first day after the end of the three-month notice period.

## **8 Assigning and Sub-Licensing**

The Licensee shall not assign, charge, sub-licence or otherwise part with possession of the benefit or burden of this Agreement without the prior written consent of the Licensor.

## **9. Non-Waiver**

No failure or delay on the part of either party to exercise any right or remedy under this Agreement shall be a waiver of such right or remedy.

## **10. Variation**

This Agreement may only be amended in writing signed by authorised representatives of the Licensor and Licensee.

## **11. Entire Agreement**

This Agreement represents the entire agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, negotiations and/or understandings between the parties.

## 12. **Jurisdiction**

The validity, construction and performance of this Agreement shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

APPENDIX A: INFORMATION PROVIDED BY THE LICENSEE ON REGISTRATION (PAGE 8).

Signed:



JESSIE HOSKIN

ZERO HOURS JUSTICE LTD.

Signed:

[Insert name of relevant person]

[INSERT NAME OF ORGANISATION]