



**UK Government**

# **Make Work Pay**

**Ending one-sided flexibility: reforms of zero hours and similar contracts**

**2 June 2026**

**Closing date: 25 August 2026**

## Foreword

- The Plan to Make Work Pay supports the delivery of the government's vision for the UK economy, creating a modern, fairer labour market, where workers are better protected and empowered to work to the best of their abilities.
- Economic growth is the number one mission of the government. Growth will fund our public services, enable investment in our hospitals and schools and, most importantly, raise living standards for everyone.
- For decades now, the UK labour market has been undermined by insecure work, slowly but surely eroding the foundations of the economy.
- The flexibility of the UK labour market has supported high levels of employment but for too long, some workers have borne the brunt of one-sided flexibility, with real consequences for their financial security and well-being.
- The Plan to Make Work Pay, including the measures to tackle one-sided flexibility in zero hours contracts, will put an end to this race to the bottom. It will help employers to engage in a race to the top. Workers with a baseline of security of work are likely to be more loyal to their employer and more productive.
- We recognise that some workers need and value the flexibility that a zero hours contract can provide, for example some students and people with caring responsibilities. We are not banning zero hours contracts as we do not want to take away flexibility for these groups. The zero hours measures in the Employment Right Act will ensure all jobs provide a baseline level of security and predictability, ending exploitative zero hours contracts.
- Today in the UK, a worker on a zero hours contract could be working 40 hours a week for the same employer for years and still not have any contractual guarantee of how many hours they will get the next day, let alone the next month. Workers may only be told in the morning that there is work for them in the afternoon or turn up for a shift only to be told that there is no work, and so no pay, for them at all. This cannot be right.
- We have a moral duty to end practices which hurt both workers and employers by undermining the trust our economy needs to succeed.
- Many employers want to do the right thing but may feel like they are left with little choice but to resort to the same practices to remain competitive. These reforms will ensure that doing the right thing makes economic sense, providing essential protections for workers while ensuring businesses retain flexibility.

- We know employers and trade unions across the country will welcome the chance to give their views on these reforms. Businesses, large and small, already know that happy, well-paid and loyal staff are at the heart of building successful companies, driving growth that benefits all.
- This consultation seeks your views on the practical details of implementing these rights. Thank you for taking the time to read and respond to this consultation. Your views and insights will be invaluable to making these reforms a success.



**The Rt Hon Peter Kyle MP**

Secretary of State for Business and Trade  
President of the Board of Trade

A handwritten signature in blue ink that reads "Peter Kyle".



**Kate Dearden MP**

Minister for Employment Rights and  
Consumer Protection

A handwritten signature in blue ink that reads "Kate Dearden".

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## Introduction

The government's top priorities are to grow the economy and improve living standards. As the government sees it, you cannot build a strong economy while workers are in insecure work. For too long, employment law has failed to keep pace with fundamental changes to how, when and where we work. This has allowed exploitative practices to take hold, fuelling a race to the bottom, where responsible employers are undercut, and the living standards of working people eroded. Employers having a competitive advantage by offering poor terms and conditions of employment is bad for business, bad for workers and bad for growth.

The government's Plan to Make Work Pay will modernise employment rights legislation, extending the employment protections already given by the best British companies to millions more workers across the country. Strengthening this underlying framework will make work more secure and predictable, putting more money into working people's pockets and strengthening the foundations that underpin a modern economy.

The government stands by its manifesto commitment to end one-sided flexibility. These reforms of zero hours and similar contracts aim to reduce the insecurity of hours and income that some workers face. The government therefore wants to ensure that workers on zero hours and similar contracts are protected while enabling businesses to continue to adapt to market conditions and seasonal variations. Once implemented, in scope workers will have:

- a right to guaranteed hours, where the number of hours offered reflects the hours worked by a [qualifying](#) worker during a reference period
- a right to [reasonable notice](#) of shifts
- a right to [payment](#) for shifts cancelled, curtailed, or moved at [short notice](#)

The Employment Rights Act 2025 ('[the Act](#)') gained [Royal Assent](#) on 18 December 2025. The zero hours contracts measures in the Act have not yet taken effect. [Regulations](#) are required to outline key details of the rights, which this consultation focuses on. Following consultation, the government will develop final policy positions to deliver the measures. The government will then lay regulations in Parliament which make these policy positions law.

The government is committed to ensuring that the new measures work for both workers and businesses. We will make sure that employers, workers, [trade unions](#) and other stakeholders have time to prepare for the measures.

The government will ensure there is enough support and guidance for workers and employers to understand their new rights and obligations. We will work with partners to create guidance on these reforms, including public bodies such as Acas and stakeholders like employers, trade bodies, and trade unions.

To help you understand some of the more technical language in this consultation, we have included a [Glossary](#) at the end of this document to explain terms that not everyone may be familiar with. We encourage you to review this to familiarise yourself with the language.

## Government's objectives

The government has three main objectives which guided the drafting of this consultation, and which will guide the final policy decisions:

1. **Establish a baseline of security and stability** for workers facing unpredictable hours so they can plan their lives more effectively.
2. **Rebalance labour market flexibility** so it works for both workers and employers.
3. **Support sustained economic growth** across the diverse range of industries that make up the UK economy.

### Objective 1: Establishing a baseline of security and stability

These rights will give income security to people who do not have it, particularly those on zero hours contracts, who lack security or predictability. It will make it easier for workers to manage day to day life expenses, apply for credit or a mortgage, rent a flat and plan for major events like weddings or holidays.

The government does not want to interfere unnecessarily with current arrangements for workers who already have a substantial number of guaranteed hours and income security. It is also clear that employers should not have to make a short notice payment where the cancellation, movement or curtailment is initiated by the worker, including where workers agree to swap a shift between themselves, or where a worker does not show up for work.

The government intends that workers will not be [in scope](#) if they already have a certain number of hours guaranteed contractually; the [hours threshold](#) will be set out in regulations. But even for people who already have guaranteed hours, certainty about regular additional hours of work can be important. The government is aiming to strike the right balance by seeking views on the hours threshold.

The government has undertaken analysis of the potential impacts of these measures. We have included some headline statistics in this consultation document to provide context for respondents. For a full review of the evidence, refer to [GOV.UK](#) for the published [impact assessments](#) and the options assessments, which will be published during the consultation.

### Objective 2: Rebalancing labour market flexibility

The measures on guaranteed hours, reasonable notice of shifts, and payment for short notice cancellations, movements and curtailments will ensure that workers, often with little voice of their own, no longer bear all the risk of uncertain demand.

The Act allows collective agreements between trade unions and employers to agree tailored conditions which would benefit both the workers and the employer. We want to allow that flexibility while also providing a strong baseline protection for workers in sectors where unionisation is uncommon or agreement cannot be reached.

This is in line with the government's strong belief that empowering workers to act collectively leads to better cooperation between workers and employers with benefits for the economy. That is why the government has also strengthened collective bargaining rights and trade union recognition.

### **Objective 3: Supporting sustained economic growth**

These reforms of zero hours and similar contracts will level the playing field, improve staff retention, and lead to a happier, more secure and productive workforce.

The new rights will also create strong incentives for employers to better forecast their future needs, making it easier for them to seize investment opportunities earlier on, whether that's to invest in their workforce or new equipment and technology. Improving workforce planning and compensating workers fairly for short notice cancellations, movements and curtailments will help to build trust between employers and workers.

### **Applying the measures to agency workers**

[Agency workers](#) have a different employment model to [directly engaged workers](#) because they have a contract or an arrangement with an [agency](#) but work under the supervision and direction of a [hirer](#). Agency workers may also rely on more than one agency or hirer to provide them with work.

This can be further complicated where agency workers are paid through an umbrella company. Umbrella companies are payment intermediaries that often employ workers and conduct a payroll function for agencies (or sometimes for employers) that cannot or prefer not to run their own. Some agency workers prefer to be paid via an umbrella company. In most cases, the umbrella company employs the agency worker and pays their wages through PAYE.

The Act extends the zero hours measures to agency workers. Agency workers can experience one-sided flexibility in the same way as directly engaged workers. Extending the measures also prevents agency work becoming a loophole for employers to avoid the new legislation.

Under the Act, the measures apply differently to agency workers compared to directly engaged workers to reflect the nature of agency work and the three-way relationship between agency worker, agency and hirer. It may be appropriate for there to be further differences in their treatment through setting different parameters for agency workers in regulations.

The government conducted a [consultation](#) on the application of zero hours contracts measures to agency workers in October 2024 and published its [response](#) on 4 March 2025. Following this consultation, the government amended the legislation to apply the zero hours measures to agency workers and make clear where responsibilities for the zero hours measures lie in the context of agency work.

As stated in the Glossary, the term “work-finding agency” is used in the Act and the term “employment business” is used in the Conduct of Employment Agencies and Employment Businesses Regulations 2003 to refer to the same or similar businesses, that is, a business that finds work for agency workers to do under the supervision and direction of a hirer. In this consultation, we refer to these businesses as “agencies”.

## Why we are consulting now

The government is consulting now to be sure to get the detail of the regulations right, so that the legislation meets its intended aims.

The government will make sure that businesses of all sizes have time to prepare for any changes that come about through delivering on the Plan to Make Work Pay. Businesses will not be expected to make changes overnight and guidance on how to comply with the new legislation will be published to help them understand their new duties and obligations.

The government will continue to engage to understand the views of employers, workers, trade unions and other stakeholders on how these changes will affect existing systems and processes, and the steps that will need to take place to comply with these reforms.

Your insights are vital. The government is committed to working in partnership with employers to ensure these reforms are not just ambitious, but achievable. We encourage all respondents to answer as many consultation questions as they feel comfortable with. Please respond to any questions that are relevant to you or where you have views to share. No questions are mandatory, and you are welcome to refrain from answering where you prefer not to. For example, you may prefer not to respond to questions specific to agency workers if you do not think they are relevant to you. Not responding to some questions will not affect how your other responses are considered.

Across these areas, the consultation presents a range of options to understand how different thresholds and timeframes interact with each other and affect both workers and employers, including across different sectors. This approach aims to ensure the government can work with businesses and unions to identify the optimal balance that ends exploitative zero hours contracts while maintaining necessary business flexibility. It is not the government's intention to include workers in scope who already have a baseline level of security and predictability.

The Act allows regulations for the zero hours contracts measures to make different provisions for different purposes. For example, this would allow regulations to set out a different length of initial reference period and/or subsequent reference period in specific circumstances where a different length may be justified. If you have any views on elements zero hours measures where a different approach should be taken in a particular circumstance, we would be grateful if you could please add this detail in response to question 33 and question 62 in the 'broader impacts' sections.

## Consultation details

**Issued:** 2 June 2026

**Respond by:** 11:59pm on 25 August 2026

**Enquiries and responses to:**

[zerohours.consultation@businessandtrade.gov.uk](mailto:zerohours.consultation@businessandtrade.gov.uk)

**Write to:**

Reforms of zero hours and similar contracts, Employment Rights Directorate

Department for Business and Trade

Old Admiralty Building

Admiralty Place

London

SW1A 2DY

**Consultation reference:** Make Work Pay: ending one-sided flexibility - reforms of zero hours and similar contracts

**Territorial extent:** The reforms of zero hours and similar contracts in the Act extend and apply to England, Wales and Scotland. Employment law is devolved in Northern Ireland.

## How to respond

**Respond online:** [Make Work Pay: ending one-sided flexibility - reforms of zero hours and similar contracts \(GOV.UK\)](#)

**Email to:** [zerohours.consultation@businessandtrade.gov.uk](mailto:zerohours.consultation@businessandtrade.gov.uk)

**Write to:**

Zero Hours Contracts, Employment Rights Directorate

Department for Business and Trade  
Old Admiralty Building  
Admiralty Place  
London  
SW1A 2DY

We strongly encourage you to respond via the online platform. Using the online survey will assist our analysis of the responses, enabling more efficient and effective consideration of the issues raised.

If you are responding in writing, please make it clear which question or paragraph number each comment relates to.

Your response will be most useful if it is framed in direct response to the questions posed, though further comments and evidence are also welcome.

When responding, please state whether you are responding as an individual or representing the views of an organisation.

## Confidentiality and data protection

Information you provide in response to this consultation, including personal information, may be disclosed in accordance with UK legislation (the Freedom of Information Act 2000, the Data Protection Act 2018 and the Environmental Information Regulations 2004).

If you want the information that you provide to be treated as confidential, please tell us, but be aware that we cannot guarantee confidentiality in all circumstances. An automatic confidentiality disclaimer generated by your IT system will not be regarded by us as a confidentiality request.

We are trialling Artificial Intelligence (AI) solutions to support the delivery of our functions. Unless made expressly clear to you, we will not solely use AI to either make or inform decisions about you. We will apply effective data minimisation techniques to all such uses of your data.

Your responses, including any personal data, may be shared with a third-party provider, or other government department or organisation acting on behalf of the Department for Business and Trade under contract or an equivalent agreement, for the purpose of analysis and summarising responses for us and they may use technology, such as artificial intelligence. Further detail on how AI is used, including its scope and safeguards and third-party sharing is available in our Privacy Notice.

An anonymised version of responses in a list or summary of responses received, and in any subsequent review reports may be published. We may also share your personal data where required to by law. You can leave out personal information from your response entirely if you would prefer to do so.

Wherever possible please avoid including any additional personal data in free-text responses beyond that which has been requested or which you consider is necessary for DBT to be aware of.

We will process your personal data in accordance with all applicable data protection laws. [See our privacy policy on GOV.UK.](#)

We will publish a government response on GOV.UK.

## Quality assurance

This consultation has been carried out in accordance with the government's [consultation principles](#). If you have any complaints about the way this consultation has been conducted, please email: [enquiries@businessandtrade.gov.uk](mailto:enquiries@businessandtrade.gov.uk)

## About you

Please provide the following information to help us understand the context of your response:

**Question 1: Please indicate whether you are responding as:**

- An individual
- An academic, or on behalf of an academic or research organisation
- An employer
- A legal representative
- A business representative organisation (please specify)
- A trade union or staff association (please specify)
- A charity or interest group
- Other – please specify

**Question 2: You selected that you are responding as an individual, are you (select all that apply):**

- an individual working directly for an employer
- an agency worker, paid by an agency
- an agency worker, paid through an umbrella company – meaning a payroll provider which is different to the agency
- a self-employed or freelance individual
- Other – please specify

**Question 3: You selected that you are responding as an employer, are you (select all that apply):**

- a direct employer
- a hirer of agency workers
- an agency
- an umbrella company
- other – please specify

**Question 4: If responding as an employer, business or business owner, approximately what is the size of your business? If responding as an individual or worker, what size workplace are you employed in?**

- Micro (1 to 9 employees)
- Small (10 to 49 employees)
- Medium (50 to 249 employees)
- Large (250+ employees)
- Don't know
- Not Applicable

**Question 5: If responding as business representative or trade union, how many members does your organisation have?**

[Free text]

**Question 6:** Where are you located? Please tick boxes for your main locations.

- North-East
- North-West
- Yorkshire and The Humber
- East Midlands
- West Midlands
- East of England
- London
- South-East
- South-West
- Wales
- Scotland
- Northern Ireland
- Other (please specify)

**Question 7:** What sector are you based in?

- Accommodation and food service activities
- Activities of households as employers; undifferentiated goods and services-producing activities of households for own use
- Administrative and support service activities
- Arts, entertainment and recreation
- Agriculture, forestry and fishing
- Construction
- Education
- Electricity, gas, steam and air conditioning supply
- Financial and insurance activities
- Health
- Information and communication
- Manufacturing
- Mining and quarrying
- Production
- Professional, scientific and technical activities
- Public administration and defence; compulsory social security
- Real estate activities
- Repair of motor vehicles and motorcycles
- Social Care
- Services Sector
- Transportation and storage
- Water supply; sewerage, waste management and remediation activities
- Wholesale and retail trade
- Other service activities
- Other (please specify)

**Question 8:** If you are an employer or individual, what type of organisation (do you work for)? (Please select from the following)

- Private sector organisation
- Public sector
- Charity or voluntary sector
- Don't know
- Other (please specify)

# PART 1: Right to guaranteed hours

## Qualifying for the right to guaranteed hours (directly engaged workers)

The Act creates a new obligation for employers to make a [guaranteed hours offer](#) to qualifying workers. It will be the responsibility of the employer to make a guaranteed hours offer when required.

The right to guaranteed hours is intended for workers who regularly work for an employer but whose contractual arrangement does not reflect the hours they regularly work. The right will allow in scope workers to enter into a guaranteed hours contract that reflects the hours they regularly work, should they wish to.

The guaranteed hours offer will be an offer to a worker to enter into a new or varied [worker's contract](#). If a worker accepts the offer, their contract must set out the number of hours of work the worker would need to work and the employer would need to provide. The hours offered must reflect the number of hours that the worker worked for that employer during a reference period.

In order to be in scope of the right to guaranteed hours, a worker must either:

- work for their employer on a zero hours contract or [arrangement](#)
- have a number of hours guaranteed in their contract that is below an 'hours threshold' which will be specified in regulations

To qualify, they will also have to meet the conditions:

- the worker must have worked during the reference period
- if the worker worked on a contract with a number of guaranteed hours below the hours threshold, they must have worked during the reference period in excess of the hours set out in their contract
- the worker's hours of work must have met the [regularity](#) requirements
- the worker must not be an 'excluded worker', if any exclusions are made in regulations

A worker will be able to decline the guaranteed hours offer and remain on their existing contract or arrangement if they prefer. Workers who reject an offer, who do not qualify for one, or who work more than the hours in their previous guaranteed hours contract (and are still below the hours threshold) may qualify for an offer following [subsequent reference periods](#). In that case, it will be the employer's responsibility to make that offer.

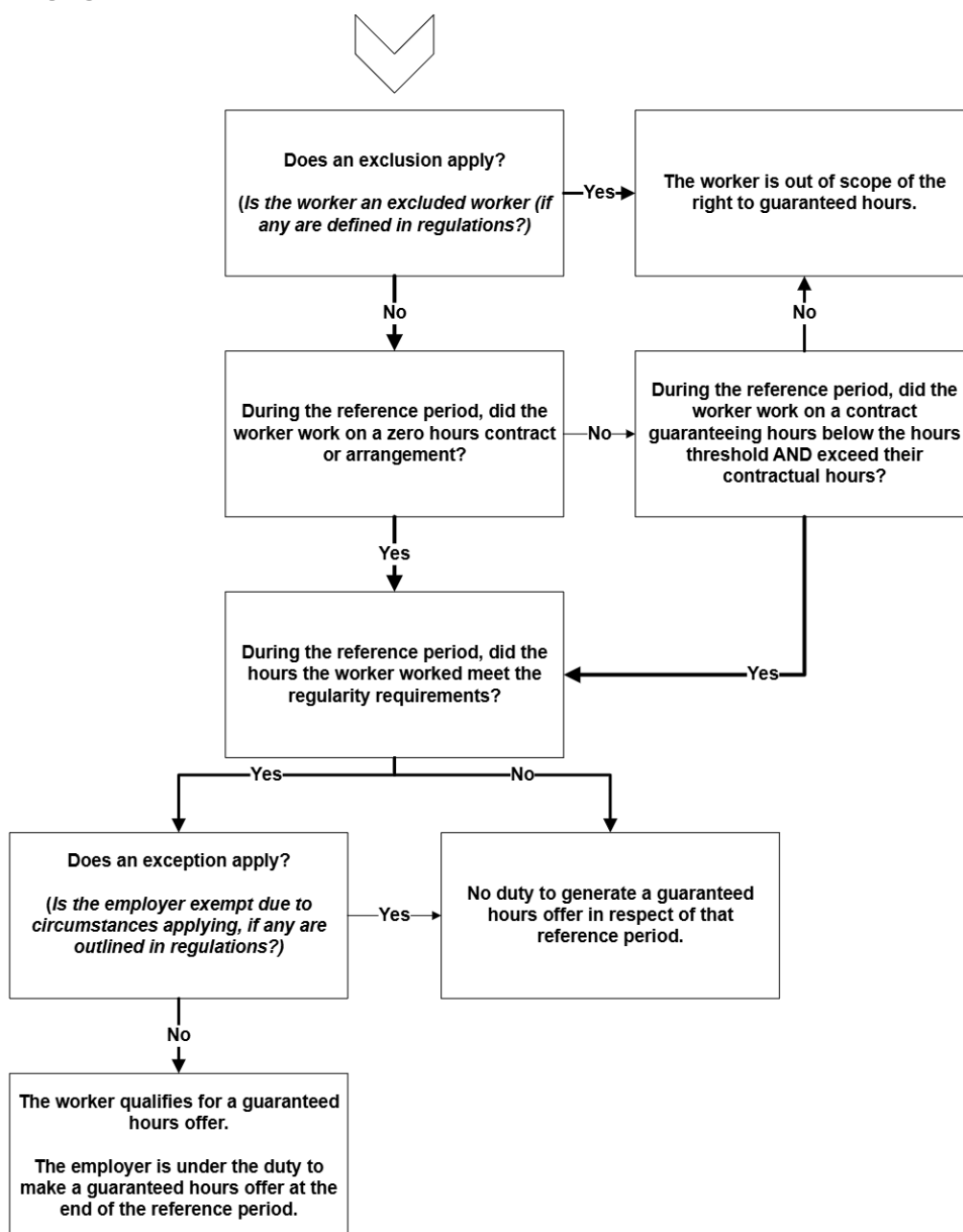
Workers will be able to enforce their right to guaranteed hours by making a claim to an employment tribunal. For example, if a worker qualifies for the right but does not receive a guaranteed hours offer from their employer, they will be able to make a claim to an employment tribunal.

The Act repeals the Workers (Predictable Terms and Conditions) Act 2023 - the '2023 Act'. The 2023 Act would have brought in a 'right to request' a predictable work pattern, which could be turned down by the employer. This government believes that employers should be required to offer guaranteed hours to all qualifying workers, so the Act repeals the 2023 Act.

Through this consultation, the government aims to gather views on how the specific measures should be defined in regulations, to ensure the intended benefits are achieved. The government is seeking views on a range of options to best understand how different parts of the regulations interact with each other and to gather evidence on potential unintended consequences.

Chart A below outlines the criteria which a worker must meet to qualify for a guaranteed hours offer. In some specific cases, the duty will not apply even if the criteria below are met - for example, if the employer and a trade union have opted out of the right through a collective agreement.

### Chart A. Qualifying criteria for the right to guaranteed hours for directly engaged workers



## **Text description of chart A**

Question 1: Does an exclusion apply? (Is the worker an excluded worker, if any are defined in regulations?) If yes, the worker is out of scope for the right to guaranteed hours. If no, go to Question 2.

Question 2: During the reference period, did the worker work on a zero hours contract or arrangement? If yes, go to Question 4. If no, go to Question 3.

Question 3: During the reference period, did the worker work on a contract guaranteeing hours below the hours threshold AND exceed their contractual hours? If yes, go to Question 4. If no, the worker is out of scope of the right to guaranteed hours.

Question 4: During the reference period, did the hours the worker worked meet the regularity requirements? If yes, go to Question 5. If no, there is no duty to generate a guaranteed hours offer in respect of that reference period.

Question 5: Does an exception apply? (Is the employer exempt due to circumstances applying, if any are outlined in regulations?) If yes, there is no duty to generate a guaranteed hours offer in respect of that reference period. If no, the worker qualifies for a guaranteed hours offer. The employer is under the duty to make a guaranteed hours offer at the end of the reference period.

## **Qualifying for the right to guaranteed hours (agency workers)**

The Act extends the right to a guaranteed hours offer to qualifying agency workers. Hirers will have the obligation to make guaranteed hours offers to qualifying agency workers. Guaranteed hours offers must reflect the hours that the agency worker works under the direction and supervision of that hirer during the relevant reference period. If an agency worker accepts a guaranteed hours offer from a hirer, they will take up a worker's contract with a hirer and be directly engaged by that hirer.

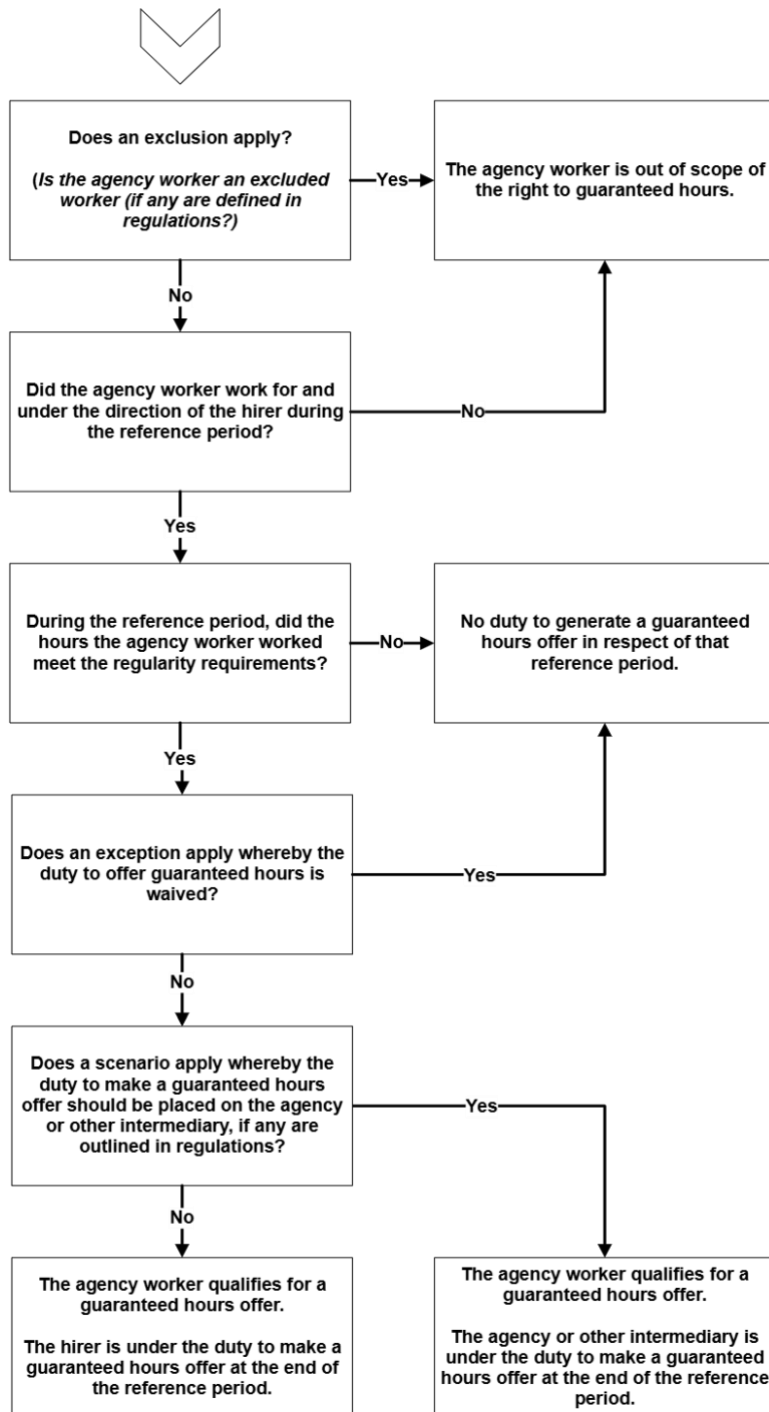
The conditions that an agency worker must meet to qualify for the right will be set out in regulations and may vary from those set out for directly engaged workers. Agency workers will have the right to decline a guaranteed hours offer and remain on their existing arrangement if they prefer.

To qualify for a guaranteed hours offer, an agency worker must:

- have worked for and under the supervision and direction of the hirer during the reference period
- have met the regularity requirements
- not be an 'excluded agency worker', if any exclusions are made in regulations

Chart B below outlines the criteria which an agency worker must meet in order to be in scope to receive a guaranteed hours offer. There are circumstances where the duty will not apply even if the criteria below are met – for example, if the terms of a collective agreement modifying or opting out of the zero hours contracts measures have been incorporated into an agency worker’s contract.

### Chart B. Qualifying criteria for the right to guaranteed hours for agency workers



## Text description of chart B

Question 1: Does an exclusion apply? (Is the agency worker an excluded worker, if any are defined in regulations?) If yes, the agency worker is out of scope for the right to guaranteed hours. If no, go to Question 2.

Question 2: Did the agency worker work for and under the direction of the hirer during the reference period? If yes, go to Question 3. If no, the agency worker is out of scope for the right to guaranteed hours.

Question 3: During the reference period, did the hours the agency worker worked meet the regularity requirements? If yes, go to Question 4. If no, there is no duty to generate a guaranteed hours offer in respect of that reference period.

Question 4: Does an exception apply whereby the duty to offer guaranteed hours is waived? If yes, there is no duty to generate a guaranteed hours offer in respect of that reference period. If no, go to Question 5.

Question 5: Does a scenario apply whereby the duty to make a guaranteed hours offer should be placed on the agency or other intermediary, if any are outlined in regulations? If yes, the agency worker qualifies for a guaranteed hours offer. The agency or other intermediary is under the duty to make a guaranteed hours offer at the end of the reference period. If no, the agency worker qualifies for a guaranteed hours offer. The hirer is under the duty to make a guaranteed hours offer at the end of the reference period.

## The hours threshold

A worker will be in scope of the right to guaranteed hours if:

- they are guaranteed no hours (that is, they are a zero hours worker), or
- if they are guaranteed a number of hours during the reference period up to and including a maximum number outlined in regulations, which we refer to as the 'hours threshold'.

The government's focus is on giving a baseline of income security and predictability to those who do not have it. The intention of the hours threshold, in line with the objectives of the right to guaranteed hours, is to include in scope workers who are guaranteed some hours, but experience unpredictability of hours and income in a similar way to zero hours workers. It is not the government's intention to include workers in scope who already have a baseline level of security and predictability.

According to Living Wage Foundation research<sup>1</sup>, 68% of workers on contracts guaranteeing 1 to 8 hours per week work beyond their contracted hours, compared to 49% on 9 to 15 hours and 19% on 16 to 24 hours.

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<sup>1</sup> [The Living Hours Index](#), Living Wage Foundation, 2022

Example: If the hours threshold was set at 12 hours per week, any worker on a contract guaranteeing 12 hours or fewer per week would be in scope of the right to guaranteed hours. Any worker guaranteed more than 12 hours per week during the reference period would be out of scope.

The options below represent a range of options to understand potential implications. The government will carefully consider the impacts of each option on workers who have some guaranteed hours and their impacts on businesses and the economy before making a final decision. The government's preference is to set the threshold within the range of 8 to 20 hours per week – on the basis that options within this range are more likely to provide a favourable balance of costs and benefits.

The options below for the hours threshold are expressed in terms of a number of hours per week for illustrative purposes. However, we recognise that not all workers are guaranteed hours on a weekly basis – for example, some workers are guaranteed hours over a month or year. We will ensure that we account for this when making regulations.

**Q1.a: For directly engaged workers, which of the following options should the hours threshold be:**

- 8 hours per week
- 12 hours per week
- 16 hours per week
- 20 hours per week
- 24 hours per week
- 28 hours per week
- 32 hours per week
- 36 hours per week
- 40 hours per week
- 44 hours per week
- 48 hours per week
- Other (please specify)

**Q1.b: Please explain your answer**

[Free text]

The government is committed to exploring potential unintended consequences before making regulations and is seeking input to better understand what unexpected effects the different hours threshold options might have.

**Q1.c: Which option(s) (including any not outlined above) do you think could have an impact on the number of contracted hours in job offers?**

[Free text]

**Q1.d: Which option(s) (including any not outlined above) do you think could have an impact on the availability of additional hours for workers?**

[Free text]

**Q1.e: Which option(s) (including any not outlined above) do you think could have an impact on the availability of additional hours for particular groups of workers sharing a protected characteristic under the Equality Act 2010?**

[Free text]

The following questions relate to the application of the hours threshold to agency workers. If you prefer not to respond to these questions, please proceed to Question 4. Whilst the government understands that the majority of agency workers do not have any hours guaranteed to them contractually, some do (for example, by their agency). As for directly engaged workers, the government intends to exclude agency workers from the right to guaranteed hours where they are already contractually guaranteed hours (for example, by their agency) over an hours threshold, to be specified in regulations. The government's preference is to set the threshold within the range of 8 to 20 hours per week – on the basis that options within this range are more likely to provide a favourable balance of costs and benefits.

Regulations could establish that agency workers would be excluded from scope of the right to guaranteed hours offers either:

- Where they already have a contract guaranteeing hours above the threshold (for example, by their agency) regardless of which hirer these hours are to be worked for; or
- Where they already have a contract guaranteeing hours above the threshold (for example, by their agency) specifically for one hirer.

**Q2.a: Agency workers should not be entitled to guaranteed hours offers when (choose one of the two options below):**

they already have a contract guaranteeing hours above the threshold (for example, by their agency) regardless of which hirer these hours are to be worked for

they already have a contract guaranteeing hours above the threshold specifically in respect of work to be done for one hirer (for example, by their agency)

**Q2.b: Please explain your answer**

[Free text]

**Q3.a: For agency workers, which of the following options should the hours threshold be:**

8 hours per week

12 hours per week

16 hours per week

20 hours per week

24 hours per week

28 hours per week

32 hours per week

36 hours per week

40 hours per week

44 hours per week

48 hours per week

Other (please specify)

**Q3.b: Please explain your answer**

[Free text]

## Length of initial reference period

Guaranteed hours offers must be calculated by employers based on the hours worked by a qualifying worker during a reference period.

The [initial reference period](#) will start either when the measures come into effect for workers who are already employed, or - for those not employed at the time the measures come into effect - the first day of employment of workers after the measures have commenced. The end of the initial reference period (and therefore its length) will be set out in regulations.

The government's preference is for the initial reference period to be 12 weeks long. A 12-week reference period balances the need for qualifying workers to be offered guaranteed hours reasonably soon after they start a role, and the need for a reference period long enough to establish the hours they regularly work.

After the initial reference period there will be subsequent reference periods which may be longer than the initial reference period. Subsequent reference periods are covered in questions 6 and 7.

### **Q4.a: How long should the initial reference period be for directly engaged workers?**

- 12 weeks (Government-preferred option)
- 26 weeks
- 52 weeks
- Other

### **Q4.b: Please explain your answer**

[Free text]

The following question relates to the length of the initial reference period for agency workers. If you prefer not to respond to this question, please proceed to Question 6.

Agency workers will also undertake an initial reference period with a hirer, which will start either when the measures come into effect (in cases where the agency worker is already working for the hirer), or on the first day on which the agency worker works for the hirer after the measures commence. Defining the end date of the initial reference period (and therefore its length) for agency workers needs to strike the right balance between ensuring that agency workers do not suffer one-sided flexibility for an extended period of time, while providing a period of time long enough to establish the hours they regularly work under the supervision and direction of a hirer.

As with directly engaged workers, there will be subsequent reference periods after the initial reference period. Subsequent reference periods for agency workers are covered in questions 8 and 9.

**Q5.a: How long should the initial reference period be for agency workers?**

- 12 weeks
- 26 weeks
- 52 weeks
- Other

**Q5.b: Please explain your answer**

[Free text]

## Subsequent reference periods

After the initial reference period, there will be subsequent reference periods. At the end of each reference period (initial or subsequent) employers will be required to issue guaranteed hours offers to qualifying workers. Workers may be able to qualify for a guaranteed hours offer after a subsequent reference period if:

- they qualified for a guaranteed hours offer after the previous reference period but did not accept it, and meet the qualifying requirements at the end of this subsequent reference period
- they did not qualify for a guaranteed hours offer after the previous reference period, for example because they did not work regularly enough, but do qualify after a subsequent reference period
- they accepted a guaranteed hours offer after the previous reference period and moved onto guaranteed hours. If a worker accepts a guaranteed hours offer and enters into a contract guaranteeing them hours at or below the hours threshold and they work in excess of those hours, they will be in scope to receive an offer for a subsequent reference period. If the number of hours guaranteed in their contract is above the hours threshold, then they will not be in scope for an offer for the subsequent reference period

Subsequent reference periods cannot be used to reduce the hours already guaranteed in a worker's contract. If both the worker and the employer wish to reduce the number of guaranteed hours, they may do so through mutual agreement to vary the contract. The length of subsequent reference periods may differ from that of the initial reference period.

Rolling 12-week subsequent reference periods could increase the administrative burden for employers while longer subsequent reference periods such as 26 or 52 weeks, or subsequent reference periods with gaps between them, could reduce the administrative burden for employers, as the duty to make guaranteed hours offers would arise less frequently. While longer subsequent reference periods would extend the time workers must wait between opportunities to receive guaranteed hours offers, they would not have the effect of an initial qualifying period of employment in the same way as the initial reference period.

The government aims to strike the right balance between enabling workers who remain in scope after the initial reference period to qualify in a subsequent reference period and ensuring that the duty to make a guaranteed hours offer does not arise too frequently for employers

**Q6.a: How long do you think subsequent reference periods should be for directly engaged workers?**

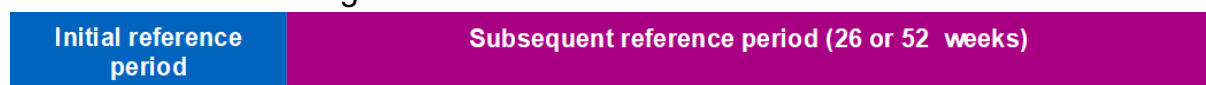
- 12 weeks
- 26 weeks
- 52 weeks
- Other

**Q6.b: Please explain your answer**

[Free text]

The following scenarios illustrate some of the implications of a subsequent reference beginning or not beginning as soon as the previous reference period finishes.

**Scenario 1.** Reference periods begin as soon as the previous one finishes. In this scenario, all hours worked by the worker between the end of the previous reference period and the end of the next must be recorded by the employer and will be reflected in the guaranteed hours offer made.



**Scenario 2.** There is a gap between the end of a reference period and the beginning of the next. In this example, there would be a gap of 26 weeks after the end of the initial reference period. During this gap, the employer is not required to record a worker's hours for the purpose of generating a guaranteed hours offer. The hours worked during the gap are not accounted for in the guaranteed hours offer made after the subsequent reference period. After the 26 week gap, a 26 week long subsequent reference period would begin. After this, the duty to offer guaranteed hours would arise again.



If there is no gap, the employer must always record the hours worked by an in scope worker, and every hour is included in the calculation. If there is a gap, the employer does not have to record hours during that period, and any hours worked in the gap are not included in the calculation.

**Text description of scenarios**

**Scenario 1**

A blue bar representing the initial reference period is immediately followed by a longer pink bar representing the subsequent reference period of 26 or 52 weeks.

## Scenario 2

A blue bar representing the initial reference period is followed by two longer bars: one grey bar representing a gap of 26 weeks, and one pink bar representing the subsequent reference period of 26 weeks.

### **Q7.a: Should each reference period begin as soon as the previous one finishes?**

- Yes
- No
- Other

### **Q7.b: Please explain your answer**

[Free text]

The following questions relate to the application of subsequent reference periods to agency workers. If you prefer not to respond to these questions, please proceed to Question 10.

After accepting a guaranteed hours offer from a hirer, agency workers will take up a worker's contract with that hirer. This means that they would then be directly engaged workers in a subsequent reference period.

The Act also makes [provision](#) for subsequent reference periods for agency workers. Agency workers may qualify to receive a guaranteed hours offer from a hirer after a subsequent reference period if:

1. They qualified for a guaranteed hours offer from a hirer at the end of an initial reference period, but did not accept it; or
2. They did not qualify for a guaranteed hours offer after the initial reference period – for example because they did not work regularly enough – but do qualify after a subsequent reference period.

The length of subsequent reference periods may differ from that of the initial reference period. Longer subsequent reference periods, or subsequent reference periods with gaps between them, could reduce the administrative burden for hirers, as the duty to make guaranteed hours offers would arise less frequently. However, longer subsequent reference periods would extend the time agency workers must wait to receive guaranteed hours offers after the initial and subsequent reference periods.

### **Q8.a: How long do you think subsequent reference periods should be for agency workers?**

- 12 weeks
- 26 weeks
- 52 weeks
- Other

**Q8.b: Please explain your answer**

[Free text]

**Q9.a: Should each reference period begin as soon as the previous one finishes?**

Yes

No

Other

**Q9.b: Please explain your answer**

[Free text]

## **Regularity requirements**

For a worker to qualify for a guaranteed hours offer, the hours that they worked during the reference period must satisfy conditions set out in regulations around regularity and/or number or otherwise (regularity requirements).

The intention is that only workers who work regularly for their employer will be entitled to this new right. We are seeking views on two options for defining the regularity requirements for the hours worked during the reference period:

### **Option A: A weekly distribution requirement of the hours worked**

Under this option, the hours worked during the reference period must be distributed over a specified minimum number of calendar weeks out of the total length of the reference period. The weeks would not have to be consecutive. Example: if the requirement is set at 8 weeks, then a worker who worked in 8 or more weeks of a 12-week initial reference period would qualify.

### **Option B: A weekly distribution requirement AND a total hours requirement**

The worker must meet both the weekly distribution requirement AND a minimum number of hours in excess of the worker's total number of contracted hours. Example: if the weekly distribution requirement is set at 8 weeks and the total hours requirement is set at 96 hours, then a worker who is already guaranteed 24 contracted hours per week would need to work at least 120 hours (24 contracted hours + 96 in excess) across a 12-week reference period AND the worker would need to work in at least 8 calendar weeks of the a 12-week reference period. Qualifying would be more difficult under Option B due to the additional requirement of total hours. It would mean that workers could work a limited number of hours in excess of those they are already guaranteed (for example as voluntary overtime) without qualifying for a guaranteed hours offer.

The above examples assume a 12-week reference period. The government proposes that the regularity or number requirements could be adjusted proportionately for subsequent reference periods. For example, if the weekly distribution requirement were set at 6 weeks for a 12-week reference period, it would be set at 13 weeks for a 26-week subsequent reference period. There may

be alternative routes to defining the test for regular working, and the government is open to views on other options.

The Act includes a provision that would allow periods of time during which a worker has not worked for a specified reason - such as sick leave or annual leave - to be taken into account when determining whether a worker has qualified for an offer. The government will consider this further when developing regulations.

**Q10.a: Based on the two options highlighted above for directly engaged workers, select below which option is preferred.**

Option A: A weekly distribution requirement.

Option B: A weekly distribution requirement AND a total hours requirement.

Other

**Q10.b: Please explain your answer**

[Free text]

**Q11.a: What should the minimum number of weeks be in which a directly engaged worker is required to work during the reference period to meet the weekly distribution requirement?** The below options are framed around the government's preference for a 12-week initial reference period. The options would scale proportionally for a longer initial reference period.

6 calendar weeks across a 12-week initial reference period.

8 calendar weeks across a 12-week initial reference period.

10 calendar weeks across a 12-week initial reference period.

12 calendar weeks across a 12-week initial reference period.

Other

**Q11.b: Please explain your answer**

[Free text]

**Q12.a: If there were to be a weekly distribution requirement AND a total hours requirement (as in Option B), what should the total hours requirement be for a directly engaged worker?**

(The below options are framed around the government's preference for a 12-week initial reference period. The options would scale proportionally for a longer initial reference period.)

Fewer than 48 hours (in excess of contracted hours) across a 12-week initial reference period.

48 hours (in excess of contracted hours) across a 12-week initial reference period.

72 hours (in excess of contracted hours) across a 12-week initial reference period.

96 hours (in excess of contracted hours) across a 12-week initial reference period.

Other

**Q12.b: Please explain your answer**

[Free text]



**Q13.a: The government proposes that the regularity requirements should scale in the event of longer subsequent reference periods. Do you agree?**

For example, if the weekly distribution requirement were set at 6 weeks for a 12-week initial reference period, and if subsequent reference periods were 26 weeks long, it would be set at 13 weeks for subsequent reference periods.

Yes, the regularity requirements should scale in the event of longer subsequent reference periods

No, the regularity requirements should not scale in the event of longer subsequent reference periods

**Q13.b: Please explain your answer**

[Free text]

The following questions relate to the application of regularity requirements to agency workers. If you prefer not to respond to these questions, please proceed to Question 18.

For an agency worker to qualify for a guaranteed hours offer from a hirer, the hours that they worked during the reference period for that hirer will also need to satisfy conditions set out in regulations around regularity. It is the intention that agency workers who work regularly for a hirer are covered by this new right. We are seeking views on two options for defining the regularity requirements for agency workers, which mirror the options for directly engaged workers.

**Option A: A weekly distribution requirement**

Under this option, the hours worked by the agency worker under the supervision and direction of a certain hirer during the reference period must be distributed over a specified minimum number of calendar weeks out of the total length of the reference period. The weeks would not have to be consecutive. Example: if the requirement is set at 8 weeks, then an agency worker who did any work for that hirer in 8 or more weeks of a 12-week reference period would qualify.

**Option B: A weekly distribution requirement AND a total hours requirement**

The agency worker must meet both the weekly distribution requirement AND meet a total minimum number of hours of work under the direction and supervision of a certain hirer in excess of their total number of contracted hours. Example: if the weekly distribution requirement is set at 8 weeks and the total hours requirement is set at 96 hours, then an agency worker who is already guaranteed 24 contracted hours per week would need to work at least 120 hours (24 contracted hours + 96 in excess) across the 12-week period for a certain hirer. Additionally, the agency worker would need to work for that hirer in at least 8 calendar weeks of the 12-week reference period. Qualifying would be more difficult under Option B due to the additional requirement of total hours. It would mean that workers could work a limited number of hours in excess of those they are already guaranteed (for example as voluntary overtime) without qualifying for a guaranteed hours offer.

The above examples are framed around a 12-week reference period. The government proposes that the regularity or number requirements should be adjusted proportionately for subsequent reference periods. For example, if the weekly distribution requirement were set at 6 weeks for a 12-week reference period, it would be proportionally set at 13 weeks for a 26-week subsequent reference period.

**Q14.a: Based on the two options set out above for agency workers, select below which option is preferred:**

Option A: A weekly distribution requirement.

Option B: A weekly distribution requirement AND a total hours requirement.

Other

**Q14.b: Please explain your answer**

[Free text]

**Q15.a: What should the minimum number of weeks be in which an agency worker is required to work during the reference period for a certain hirer to qualify (the weekly distribution requirement)?**

(The below options are framed around a 12-week initial reference period. The options would scale proportionally for a longer initial reference period.)

6 calendar weeks across a 12-week initial reference period.

8 calendar weeks across a 12-week initial reference period.

10 calendar weeks across a 12-week initial reference period.

12 calendar weeks across a 12-week initial reference period.

Other

**Q15.b: Please explain your answer**

[Free text]

**Q16.a: If there were to be a weekly distribution requirement AND a total hours requirement (as in Option B), what do you think the total hours requirement should be for an agency worker?**

(The below options are framed around a 12-week initial reference period. The options would scale proportionally for a longer initial reference period.)

Fewer than 48 hours (in excess of contracted hours) across a 12-week initial reference period.

48 hours (in excess of contracted hours) across a 12-week initial reference period.

72 hours (in excess of contracted hours) across a 12-week initial reference period.

96 hours (in excess of contracted hours) across a 12-week initial reference period.

Other

**Q16.b: Please explain your answer**

[Free text]

**Q17.a: The government proposes that the regularity requirements should scale in the event of longer subsequent reference periods. Do you agree in relation to agency workers?** For example, if the weekly distribution were set at 6 weeks for a 12-week initial reference period, and if subsequent reference periods were 26 weeks long, it would be set at 13 weeks for a subsequent reference period.

Yes, the regularity requirements should scale in the event of longer subsequent reference periods

No, the regularity requirements should not scale in the event of longer subsequent reference periods

**Q17.b: Please explain your answer**

[Free text]

## **Seasonal work and definition of 'temporary need'**

Employers can use limited-term contracts to manage periods of increased demand – for example, due to seasonal fluctuations.

If a limited term contract is shorter than the relevant reference period, the employer would not need to make a guaranteed hours offer to a qualifying worker, provided it was 'reasonable' for the contract to be entered to as a limited term (for example, the worker is only needed for 8 weeks to perform a specific task, and the contract terminates after it is completed).

If the worker worked for the employer on multiple workers' contracts doing the same job or similar jobs, then it will be presumed that it was not reasonable for them to be on a limited-term contract unless the employer shows that it was reasonable. The government wants the definition of 'temporary need' to be contained to what is necessary to ensure genuine temporary need is catered for and to ensure it aligns with the fundamental policy objective of ensuring many workers benefit from the reforms.

The Act defines what it means for a limited-term contract to be reasonable. A limited-term contract is reasonable where it would be reasonable for the employer to consider:

1. that a worker is only needed to perform **a specific task** and the contract will be terminated when that task is performed (for example, a fruit picker is needed until all fruits have been picked), or
2. that a worker is needed only **until a particular event occurs** (or does not occur) and so the contract terminates at that point (for example, a conference worker is needed until a conference comes to an end), or
3. that there is a 'temporary need' (that does not include (1) or (2) above), that will be set out in regulations, and the contract is to expire when it is reasonable for the employer to consider that need will be over.

Where an employer is under a duty to make a guaranteed hours offer to a qualifying worker, that guaranteed hours offer may take the form of a limited-term contract if a limited-term contract is reasonable under this definition.

There may be certain circumstances where (1) and (2) would not apply because there is not a specific task to be completed or there isn't a particular event. For example, they may not cover instances in which the worker is only needed until demand decreases (e.g. due to the time of year). The government is seeking input to better understand what relevant circumstances would not be covered by (1) and (2). In particular, the government is seeking views on whether (1) and (2) are sufficient to cover the needs of sectors which engage workers to cover seasonal demand.

The government intends that the circumstances to be included in the definition of 'temporary need' should be the same for agency workers as for directly engaged workers. The following questions therefore apply to both directly engaged and agency workers.

**Q18.a: Do you think there are examples of temporary need which are not related to a specific task or event – and would need to be addressed through regulations?**

Yes, there are examples of temporary need that are not related to a specific task or event - and would need to be addressed through regulations.

No, there are not examples of temporary need that are not related to a specific task or event that would need to be addressed through regulations.

**Q18.b: Please list examples of temporary need which are not related to a specific task or event - and would need to be addressed through regulations. Please explain each example.**

[Free text]

## Guaranteed hours offer calculation

The guaranteed hours offer will need to reflect the number of hours a qualifying worker worked during a reference period. The government is considering two options for how the guaranteed hours offer should be calculated.

### Option 1 – Mean average

A mean calculation would have the effect that every hour a worker works will equally influence the number of hours guaranteed in the offer.

For example, a worker works 8 hours per week for 7 weeks, then 20 hours per week for the remaining 5 weeks. The result would be a mean average of 13 hours per week.

### Option 2 – Median average

In some cases, a median average could be more representative of the hours a worker regularly works. In a median calculation, hours worked during outlier weeks (such as those where the worker works an unusually high number of hours or does not work at all) will have less influence on the guaranteed hours offer. For example, a worker works 8 hours per week for 7 weeks, then 20 hours per week for the remaining 5 weeks. The result would be a median average of 8 hours per week.

#### **Q19.a: Which calculation method do you think should be used for determining the guaranteed hours offer for directly engaged workers?**

- Mean average
- Median average

#### **Q19.b: Please explain your answer**

[Free text]

In the offer, the hours calculated will need to be allocated over a specified time period – such as a week or a month. The government could either set a standard time period for all guaranteed hours offers or allow employers the flexibility to determine the time period themselves.

This time period would not affect the number of hours that are guaranteed – the number of hours would need to be scaled proportionately. Allowing employers to choose the time period would give them greater flexibility, but it could reduce predictability and security for workers.

#### **Q20.a: Do you think employers should have flexibility to determine the period over which the hours will be allocated (weekly, monthly, or other)?**

- Yes, they should have the flexibility to determine the time period
- No, they should not have the flexibility to determine the time period

#### **Q20.b: Please explain your answer**

[Free text]

**Q20.c: (if yes) Which of the following time periods should employers be able to choose? (select as many as you see fit)**

- A week
- A month
- Other

**Q20.d: Please explain your answer**

[Free text]

**Q21.a: If the government were to mandate a time period over which employers would need to allocate hours in guaranteed hours offers, what do you think this should be?**

- A week
- A month
- Other

**Q21.b: Please explain your answer**

[Free text]

Employers could be given some flexibility to use an ‘adjustment margin’ when making guaranteed hours offers. An adjustment margin could help protect employers against theoretical legal liability arising from minor calculation errors. In some cases, it could also make it easier to align guaranteed hours offers with an employer’s usual shift allocation pattern, for example, where shifts are always 8 hours long and an offer is close to a multiple of 8 it could be revised up or down (as far as the adjustment margin allows).

The adjustment margin could be a fixed figure (for example, 2 hours) or a percentage of the hours generated by the calculation (for example, 10%). Employers would be able to add or subtract the margin from the offer. The margin—whether a percentage or a fixed amount—would need to be small to ensure the offer reflects the number of hours worked during the reference period.

**Q22.a: Do you think employers should have the flexibility to use an adjustment margin?**

- Yes, the margin should be a fixed figure
- Yes, the margin should be a percentage of the hours generated by the calculation
- No, employers should not have the flexibility to use an adjustment margin
- Other

**Q22.b: Please explain your answer**

[Free text]

The following questions relate to how guaranteed hours offers should be calculated for agency workers. If you prefer not to respond to these questions, please proceed to Question 27.

The guaranteed hours offer will need to reflect the number of hours a qualifying agency worker worked for a hirer during a reference period. The government is considering two options for how the guaranteed hours offer should be calculated.

### **Option 1 – Mean average**

A mean calculation would mean that every hour an agency worker works for a hirer will equally influence the number of hours guaranteed in the offer.

For example, an agency worker works 8 hours per week for 7 weeks for a hirer, then 20 hours per week for the remaining 5 weeks. The result would be a mean average of 13 hours per week.

### **Option 2 – Median average**

In some cases, a median average could be more representative of the hours an agency worker regularly works. In a median calculation, hours worked during outlier weeks – such as those where the agency worker works an unusually high number of hours or does not work at all – will have less influence on the guaranteed hours offer. For example, an agency worker works 8 hours per week for 7 weeks for a hirer, then 20 hours per week for the remaining 5 weeks. The result would be a median average of 8 hours per week.

### **Q23.a: Which calculation method do you think should be used for determining the guaranteed hours offer for agency workers?**

- Mean average
- Median average

### **Q23.b: Please explain your answer**

[Free text]

In the offer, the hours calculated will need to be allocated over a specified time period – such as a week or a month. The government could either set a standard time period for all guaranteed hours offers or allow hirers the flexibility to determine the time period themselves. This time period would not affect the number of hours that are guaranteed – the number of hours would need to be scaled proportionately. Allowing hirers to choose the time period would give them greater flexibility, but it could reduce predictability and security for workers.

### **Q24.a: Do you think hirers should have flexibility to determine the time period over which the hours will be allocated for agency workers? (weekly, monthly, other)**

- Yes, they should have the flexibility to determine the time period
- No, they should not have the flexibility to determine the time period

### **Q24.b: Please explain your answer**

[Free text]

### **Q24.c: (if yes) Which of the following time periods should hirers be able to choose? (select as many as you see fit)**

- A week
- A month
- Other

**Q24.d: Please explain your answer**

[Free text]

**Q24.e: If the government were to mandate a time period over which hirers would need to allocate hours in guaranteed hours offers for agency workers, what do you think this this should be?**

- A week
- A month
- Other

**Q24.f: Please explain your answer**

[Free text]

Hirers could be given some flexibility to use an adjustment margin when making guaranteed hours offers. An adjustment margin could help protect hirers against theoretical legal liability arising from minor calculation errors. It could also make it easier to align guaranteed hours offers with usual shift allocation patterns, for example, where shifts are always 8 hours long. This margin could be a fixed figure (for example, 2 hours) or a percentage of the hours generated by the calculation (for example, 10%). Hirers would be able to add or subtract the margin from the offer. As for directly engaged workers, the margin, whether a percentage or a fixed amount, would need to be small to ensure the offer reflects the number of hours worked during the reference period.

**Q25.a: Do you think hirers should have the flexibility to use an adjustment margin to tailor the offer to their needs?**

- Yes, the margin should be a fixed figure
- Yes, the margin should be a percentage of the hours generated by the calculation
- No, hirers should not have the flexibility to use an adjustment margin
- Other

**Q25.b: Please explain your answer**

[Free text]

## Exemptions from duty to make guaranteed hours offers and exclusions from the right to guaranteed hours

The Act allows ministers to make exemptions or exclusions for directly engaged workers. The government intends to use these powers in limited circumstances.

The first power would allow the government to exclude workers of a specified description as set out in regulations. One group could be workers who have more than one contract with the same employer and one of these contracts exceeds the hours threshold.

The second power would allow the government to exempt employers from the duty to make a guaranteed hours offer in exceptional circumstances in respect of a reference period, such as exempting employers whose premises are flooded and are unable to trade whilst their business is closed. The specified exemptions would be triggered automatically where a specified circumstance applies, resulting in a guaranteed hours offer being withdrawn, and would not require an agreement to be made by either party.

When using this power, ministers must have regard to the benefit to workers of receiving a guaranteed hours offer, and the desirability of preventing the right from having a significant adverse effect on employers who are dealing with exceptional circumstances.

### **Q26.a: Should there be any types of workers that are excluded from the right to guaranteed hours?**

- Yes, there should be certain types of workers excluded
- No, there should not be certain types of workers excluded

### **Q26.b: If yes, please list any types of workers that you think should be excluded from the right to guaranteed hours.**

[Free text]

### **Q26.c: If no, please explain your answer**

[Free text]

### **Q27.a: Should there be any specific circumstances in which you think employers should be exempt from the right to guaranteed hours?**

- Yes, there are certain specific circumstances in which employers should be exempt
- No, there are no circumstances in which employers should be exempt

### **Q27.b: If yes, please list any specific circumstances in which you think employers should be exempt from the duty to make guaranteed hours offers to qualifying workers.**

[Free text]

### **Q27.c: If no, please explain your answer**

[Free text]

The following questions relate to exemptions from the right to guaranteed hours in the context of agency work. If you prefer not to respond to these questions, please proceed to Question 32.

The Act makes provision for three exemptions or exclusions in relation to the right to guaranteed hours for agency workers. Two of these relate to instances in which the duty to make guaranteed hours would not apply:

1. A power to exclude agency workers of a specified description as set out in regulations, from the right to a guaranteed hours offer;
2. A power to specify circumstances in which the duty to make a guaranteed hours offer would not apply to hirers.

Additionally, the Act enables ministers to determine cases in which the responsibility to offer agency workers guaranteed hours would be placed on the agency or another intermediary (for example, a party involved in the supply or payment of an agency worker), instead of the hirer. This power can be applied where the agency worker is of a description specified in regulations.

**Q28.a: Should there be any types of agency workers that are excluded from the right to guaranteed hours?**

- Yes, there should be certain types of agency workers excluded  
 No, there should not be certain types of agency workers excluded

**Q28.b: If yes, please list any types of agency workers that you think should be excluded from the right to guaranteed hours.**

[Free text]

**Q28.c: If no, please explain your answer**

[Free text]

**Q29.a: Should there be any specific circumstances in which you think the duty to make a guaranteed hours offer to qualifying agency workers should not apply?**

- Yes, there are certain circumstances in which the duty should not apply  
 No, there are no circumstances in which the duty should not apply

**Q29.b: If yes, please list any specific circumstances in which you think the duty to make a guaranteed hours offer to qualifying agency workers should not apply**

[Free text]

**Q29.c: If no, please explain your answer**

[Free text]

**Q30.a:** Do you think there should be any cases where the duty to make a guaranteed hours offer should be placed on the agency or another intermediary instead of on the hirer?

Yes, there should be cases where the duty to make a guaranteed hours offer should be placed on the agency or another intermediary

No, there are no cases where the duty to make a guaranteed hours offer should be placed on the agency or another intermediary

**Q30.b:** If yes, for which types of agency worker do you think the duty to make a guaranteed hours offer should be placed on the agency or another intermediary instead of on the hirer?

[Free text]

**Q30.c:** If no, please explain your answer

[Free text]

**Q31:** Are there any other ways in which the right to guaranteed hours would need to apply differently to these types of agency worker? For example, should the regularity requirements relate to the work done by the worker for any hirer while employed by the agency in scenarios where the duty to make a guaranteed hours offer would fall on the agency or another intermediary instead of on the hirer?

[Free text]

## Broader impacts

The 9 characteristics protected under the Equality Act 2010 are [age](#), [disability](#), [gender reassignment](#), [marriage and civil partnership](#), [pregnancy and maternity](#), [race](#), [religion or belief](#), [sex](#) and [sexual orientation](#).

**Q32.a:** Do you think that our proposals in Part 1 of this consultation, on the right to guaranteed hours, will have a particular impact on groups sharing a protected characteristic under the Equality Act 2010?

Yes

No

**Q32.b:** Please explain your answer

[Free text]

**Q33:** Is there anything else you want to tell us in relation to Part 1 of this consultation, on the right to guaranteed hours?

[Free text]

## **PART 2: Reasonable notice of shifts and payment for shifts cancelled, moved or curtailed at short notice**

**Through the Act, the government has also created a right to reasonable notice and right to a payment for shifts cancelled, moved, or curtailed at short notice.**

The aim of this is to give workers:

- greater certainty about when they will be working and the number of hours they will be working
- greater certainty about their income
- the ability to plan both their finances and their lives more easily
- more notice to plan travel, childcare, and other work-related arrangements
- the ability to balance multiple jobs more easily

### **Eligibility**

The government recognises that even for people who already have substantial numbers of guaranteed hours, certainty about shift timings can be important. At the same time the government's focus is on providing a baseline of income security for people who do not have it, particularly those with zero hours or a minimum number of hours guaranteed in their contracts who lack security or predictability. The government does not want to interfere unnecessarily with overtime arrangements for workers who already have a good number of guaranteed hours, and income security.

This is in line with the intention of the Act to provide the rights to reasonable notice and payment for short notice cancellations, movements and curtailments to workers similar to workers on zero hours contracts and arrangements.

Therefore, the government proposes that the rights to reasonable notice and payment for shifts cancelled, curtailed, or moved at short notice should only apply to people with up to and including a certain number of hours guaranteed in their contract. This number is the 'hours threshold'.

For example, if the hours threshold for the right to reasonable notice and short notice payments was 16 hours per week, then a worker whose contract guaranteed them 18 hours a week of work would not be entitled to reasonable notice of shifts or a cancellation payment if their shift was cancelled at short notice under the legislation.

This mirrors the approach taken on the guaranteed hours measure, though the hours threshold may be set in a different place for each.

The higher the hours threshold is set, the more workers will be covered by the right. A higher threshold would bring more workers into scope. The government proposes that the threshold will be the same for both the right to reasonable notice and the right to payment for shifts cancelled, curtailed, or moved at short notice.

As an increase in guaranteed hours may take a worker out of scope of these rights, there is an interaction between this and the right to guaranteed hours. For example, if the hours threshold for the right to reasonable notice and payment for shifts cancelled, moved, or curtailed at short notice was 16 hours a week, and a worker received a guaranteed hours offer of 18 hours a week, then accepting this offer would take them out of scope of the rights to reasonable notice and short notice payments.

As workers will have more security and predictability after accepting an offer of guaranteed hours, they may have less need for the rights to reasonable notice and short notice payments. The more guaranteed hours a worker has, typically the less scope there is for the timings of their work to move around in the week.

The options below for the hours threshold are expressed in terms of a number of hours per week for illustrative purposes. However, we recognise that not all workers are guaranteed hours on a weekly basis – for example, some workers are guaranteed hours over a month or year. We will ensure that we account for this when making regulations. The government is seeking views on a range of options to best understand how regulations interact with each other and to gather evidence on potential unintended consequences.

**Q34.a: What do you think the hours threshold for the rights to reasonable notice and short notice payment should be for directly engaged workers?**

- 8 hours per week
- 12 hours per week
- 16 hours per week
- 20 hours per week
- 24 hours per week
- 28 hours per week
- 32 hours per week
- 36 hours per week
- 40 hours per week
- 44 hours per week
- 48 hours per week
- Other (please specify)

**Q34.b: Please explain your answer**

[Free text]

The following questions relate to applying the hours threshold for the right to reasonable notice and the right to short notice payments to agency workers. If you prefer not to respond to these questions, please proceed to Question 37.

Whilst the government understands that the majority of agency workers do not have any hours guaranteed to them contractually, some do (for example, by their agency). The government intends to exclude agency workers from the right to reasonable notice and short notice payments where they are already contractually guaranteed hours (for example, by their agency) over an hours threshold, to be specified in regulations.

Regulations could establish that agency workers would be excluded from scope of the right to reasonable notice and short notice payments either:

- Where they already have a contract guaranteeing hours above the threshold (for example, by their agency) regardless of which hirer these hours are to be worked for; or
- Where they already have a contract guaranteeing hours above the threshold (for example, by their agency) specifically for one hirer.

**Q35.a: Agency workers should not be entitled to the right to reasonable notice and the right to short notice payments when:**

they already have a contract guaranteeing hours above the threshold (for example, by their agency) regardless of which hirer those hours are to be worked for

they already have a contract guaranteeing hours above the threshold specifically in respect of work to be done for one hirer (for example, by their agency).

**Q35.b: Please explain your answer**

[Free text]

**Q36.a: What do you think the hours threshold for the right to reasonable notice and the right to short notice payments should be for agency workers?**

8 hours per week

12 hours per week

16 hours per week

20 hours per week

24 hours per week

28 hours per week

32 hours per week

36 hours per week

40 hours per week

44 hours per week

48 hours per week

Other (please specify)

**Q36.b: Please explain your answer**

[Free text]

## **PART 2.A: Reasonable notice of shifts**

The government has legislated to require employers to provide [eligible](#) workers with reasonable *notice* of shifts and *changes* to shifts. By setting in law that workers are to be given reasonable notice of shifts, the government's intention is to give workers:

- greater certainty about when they will be working and the number of hours they will be working
- the ability to plan both their finances and their lives more easily
- more notice to plan travel, childcare, and other work-related arrangements
- the ability to balance multiple jobs more easily

It also prevents employers from only scheduling shifts at the last minute in order to avoid having to make short notice payments.

If employers do not provide reasonable notice of shifts, workers will be able to take a case to an employment tribunal to receive compensation for the loss that they have suffered as a result of the unreasonable notice.

The government understands that a fixed period of notice that must be given in every case is unlikely to work for all circumstances. What is 'reasonable' will therefore depend on the circumstances of each case.

The government will set out in regulations a presumption of what is reasonable notice, which will be the starting point for tribunals to decide whether notice was reasonable in any given case (see question 37). The government will also set out the factors tribunals should consider when determining whether notice was reasonable or not (see question 38). This consultation will help the government determine what notice should be 'presumed reasonable' and what factors tribunals should consider.

### **Applying the right to reasonable notice to agency workers**

Agency workers also have the right to reasonable notice of shifts. Both agencies and hirers have the obligation to provide reasonable notice to agency workers. Where a tribunal finds that unreasonable notice was given, a tribunal can apportion liability between the agency and hirer based on the extent to which each party was responsible for the failure to provide reasonable notice.

The concept of joint liability in relation to a breach of agency workers' rights is already set out in the [Agency Workers Regulations 2010](#), so this will not be a new concept for agencies and hirers.

## Notice presumed reasonable

The timeframe that is presumed reasonable will be the starting point for workers, employers, and tribunals when considering what notice is needed.

Where a case goes to tribunal, if an employer has given less notice than the amount presumed reasonable, the employer will need to establish that it was reasonable in the circumstances. If the employer has given more notice than the amount presumed reasonable, the worker will need to establish that it was not reasonable in the circumstances.

Living Wage Foundation analysis (2023)<sup>2</sup> suggests that 54% of workers whose hours vary week-to-week receive less than 1 week notice of shifts, while Chartered Institute of Personnel and Development<sup>3</sup> evidence suggests that 45% of employers of low-paid variable workers offer 1 week or less. The government is seeking views on a range of options to best understand how regulations interact with each other and to gather evidence on potential unintended consequences.

### **Q37.a: How much notice should be presumed reasonable for directly engaged workers?**

- 1 week
- 2 weeks
- 3 weeks
- 4 weeks
- Other

### **Q37.b: Please explain your answer**

[Free text]

## Factors for determining if notice was reasonable

To help develop the factors for tribunals to consider when determining whether notice was reasonable in the circumstances, the government is seeking views on the circumstances in which it might be acceptable to offer shifts with less notice, and in which circumstances employers should provide more notice.

For example, it might be that more notice should be expected when a worker is contractually obliged to work any shifts that are offered to them than when a worker is free to turn down any shift that is offered. It might also be that less notice should be expected if an employer is seeking cover for another worker who has unexpectedly called in sick or is unable to work at the last minute for some other reason.

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<sup>2</sup> [Living Wage Foundation Data Tables](#), 2023 – To note figures may not match those in the data tables as our calculations take the total number of respondents, deducts those non applicable, and then calculates the percentages using only those applicable.

<sup>3</sup> [Zero Hour Contracts: Evolution and Current Status](#), CIPD, 2022

**Q38: In what circumstances do you think longer notice should be required? Please explain your answer**

[Free text]

**Q39: In what circumstances do you think shorter notice should be required? Please explain your answer**

[Free text]

The following questions relate to the application of the right to reasonable notice to agency workers. We encourage respondents to respond to these questions where agency work is relevant to you. If you do not wish to respond to these questions, please proceed to Question 44. We recognise that agency work is inherently flexible and can often be used to address last-minute changes in demand. According to the Association of Labour Provider's survey of agency workers (2025)<sup>4</sup>, 77% of agency workers receive less than 1 week of notice for a work assignment. Of these:

- 26% receive less than 12 hours' notice
- 28% receive between 12 and 24 hours' notice
- 23% receive more than 24 hours' notice but less than 1 weeks' notice

**Q40.a: How much notice should be presumed reasonable for agency workers?**

Less than 5 days (please specify)

5 days

1 week

2 weeks

3 weeks

4 weeks

Other

**Q40.b: Please explain your answer**

[Free text]

**Q41: In what circumstances do you think longer notice should be required for agency workers? Please explain your answer**

[Free text]

**Q42: In what circumstances do you think shorter notice should be required for agency workers? Please explain your answer**

[Free text]

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<sup>4</sup> [What Agency Workers Think](#), ALP, 2025

## **Exemptions for specified hirers from the duty to provide reasonable notice**

The government recognises that it may not be appropriate for certain types of hirers to be held liable for breaches of the duty to provide reasonable notice. For instance, this could be the case where the hirer is a vulnerable individual who receives or procures care from agencies, where instead the agency might be in a better position to hold liability for any breaches.

The Act therefore enables ministers to specify in regulations certain types of hirers that will not be liable for a breach of the duty to provide an agency worker with reasonable notice. In such circumstances, the agency will be solely liable for any failure to provide reasonable notice.

### **Q43.a: Should there be any types of hirers that should not be liable for failing to provide reasonable notice?**

Yes, certain types of hirers should not be liable for failing to provide reasonable notice

No, all types of hirers should be liable for failing to provide reasonable notice

### **Q43.b: If yes, please specify any types of hirers that you think should not be liable for failing to provide reasonable notice.**

[Free text]

### **Q43.c: If no, please explain your answer.**

[Free text]

## **PART 2.B: Payment for shifts cancelled, moved or curtailed at short notice**

Employers sometimes cancel, move<sup>5</sup> or curtail (shorten) shifts when they no longer need as many workers as expected. This is sometimes done at short notice. This allows employers to mitigate the cost of unforeseen circumstances, but it can present difficulties for workers, as they would have been expecting to work the full shift and to be paid for the full shift. According to the Living Wage Foundation (2023) a quarter of workers with varying hours have had shifts cancelled by their employer unexpectedly.

When accepting work offered by the employer, workers may have to make arrangements for childcare or pay for travel, and they may not be able to recoup these costs if shifts are cancelled at short notice. They may also have turned down other work in order to accept the shift. The same is true when a shift is moved at short notice. This may lead to non-refundable costs and may leave the worker with a gap where they could have taken other work.

That is why the government has legislated to require employers to make a payment to eligible workers when they cancel, curtail, or move a shift at short notice. The aim is to incentivise employers to plan effectively so they do not need to cancel or change as many shifts at short notice, and to ensure workers do not bear all the financial risk of unforeseen circumstances. The combination of these will give workers more financial certainty.

The amount of the payment and what constitutes 'short notice' will be set out in regulations (see questions 44 and 45). The government also intends that there may be some limited exceptions from the requirement to pay, to be set out in regulations (see question 53).

It is worth noting that, under the Act, employers should not have to make a short notice payment where the cancellation, movement or curtailment is initiated by the worker. If a worker notifies their employer at short notice that they are no longer able to work a shift, or they do not turn up to work, this is a worker-initiated cancellation rather than an employer-initiated cancellation, so no short notice payment would be due. Similarly, if two workers voluntarily agree to swap a shift, the worker who gives up the shift would not be entitled to a short notice payment.

However, a short notice payment should be due when a client cancels, moves or curtails a worker's shift directly and they have authority from the employer to do so.

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<sup>5</sup> In this context 'move' means delaying or bringing forward a shift or part of a shift

## Applying the right to payment for shifts cancelled, moved or curtailed at short notice to agency workers

Eligible agency workers are also entitled to payment for shifts cancelled, curtailed and moved at short notice. Agencies have the obligation to make short notice payments to agency workers. The government wants to ensure there are no delays in agency workers receiving payment. Agencies will already have established processes for arranging payment for agency workers, so requiring agencies to make these payments is the most efficient way to ensure this. As with directly engaged workers, agencies should not have to make a short notice payment where the cancellation, movement or curtailment is initiated by the agency worker.

Agencies are able to recoup short notice cancellation, curtailment or movement payments from hirers. The Act provides that agencies who have entered into agreements with hirers before two months after Royal Assent (where these agreements have not been modified since) are able to recoup the costs of the short notice payment from the hirer to the extent the hirer is responsible for the short notice. After this point, agencies should be aware that they could expect to make these payments and can seek to include provision for recouping these costs in their arrangements with hirers, if they wish.

### Short notice period

The Act enables ministers to define short notice in regulations but does not allow it to be defined as more than 7 days. For context, the Chartered Institute of Personnel and Development found in a 2013 survey that 65% of respondents who had had shifts cancelled did so at less than 24 hours' notice, 75% at less than 72 hours and 83% at less than a week<sup>6</sup>.

The government is also considering whether to have one time period, or to have a short notice period and a '[very short notice](#)' period, with a higher payment due for cancellations, movements and curtailments at 'very short' notice. When making this decision, the Government will balance up the increased inconvenience and potential costs associated with having a shift cancelled at very short notice with the need to maintain as much simplicity as possible in an inherently complicated set of measures, ensuring businesses and workers alike are clear on how much the payment should be.

#### **Q44.a: What timeframe do you think short notice should be for directly engaged workers?**

- 1 day
- 2 days
- 3 days
- 5 days
- 7 days
- Other

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<sup>6</sup>[Zero Hour Contracts: Myth and Reality](#), CIPD, 2013

**Q44.b: Please explain your answer**

[Free text]

**Q45.a: What timeframe do you think very short notice should be for directly engaged workers?**

- less than 1 day (please specify)
- 1 day
- 2 days
- 3 days
- 5 days
- There should not be a very short notice period
- Other

**Q45.b: Please explain your answer**

[Free text]

The following questions relate to defining the short notice period for agency workers. If you prefer not to respond to these questions, please proceed to Question 48.

The Association of Labour Providers' survey of agency workers (2025)<sup>7</sup> found that 64% of agency workers receive less than 24 hours' notice of cancellations and changes to their arranged shifts.

**Q46.a: What timeframe do you think short notice should be for agency workers?**

- Less than 1 day (please specify)
- 1 day
- 2 days
- 3 days
- 5 days
- 7 days
- Other

**Q46.b: Please explain your answer**

[Free text]

**Q47.a: What timeframe do you think very short notice should be for agency workers?**

- Less than 1 day (please specify)
- 1 day
- 2 days
- 3 days
- 5 days
- There should not be a very short notice period
- Other

**Q47.b: Please explain your answer**

[Free text]

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<sup>7</sup> [What Agency Workers Think](#), ALP, 2025

## Short notice payment amount

The government's intention is that the amount the worker receives as a short notice payment should relate to how much they would have earned had they worked the shift as expected. In cases where shifts are cancelled, the payment will relate to what the worker would have earned if they had worked the shift. In cases where shifts are moved or curtailed, the payment will relate to what they would have earned if they had worked the hours that were moved or curtailed.

The payment could either be:

option 1: a percentage of what the worker would have earned from working the shift or the relevant hours

option 2: a percentage of what the worker would have earned from working the shift or the relevant hours at the National Living/Minimum Wage rate

Examples of these options are:

Sam is aged 25 and is due to work a 5 hour shift, making £14/hour. His shift is cancelled at short notice. Assuming the short notice percentage is 30%, under option 1 he would be entitled to:

$$30\% \times 5 \times £14 = £21$$

Under option 2 he would be entitled to:

$$30\% \times 5 \times £12.21 = £18.32$$

Assuming a national living wage rate of £12.21/hour

The government intends that the short notice payment should be calculated in the same way for agency workers as for directly engaged workers. The following questions therefore apply to both directly engaged and agency workers.

### Q48.a: The short notice payment should be:

A percentage of what the worker would have earned from working the shift or the relevant hours

A percentage of what the worker would have earned from working the shift or the relevant hours at the relevant National Living/Minimum Wage rate

Other

### Q48.b: Please explain your answer

[Free text]

The government is also seeking views on what this percentage should be. The Act specifies that the payment amount cannot be higher than what a worker would have earned from working the shift. Please specify your preference below.

**Q49.a:** If the short notice payment were a percentage of what the worker would have earned from working the shift or the relevant hours, what percentage should this be?

- 10%
- 30%
- 50%
- 65%
- 80%
- Other

**Q49.b:** Please explain your answer

[Free text]

**Q50.a:** If the short notice payment were a percentage of what the worker or agency worker would have earned from working the shift or the relevant hours at the relevant National Living/Minimum Wage rate, what percentage should this be?

- 10%
- 30%
- 50%
- 65%
- 80%
- Other

**Q50.b:** Please explain your answer

[Free text]

As noted above, the government is considering a separate very short notice period, with a higher payment amount attached. Please answer the following question on the assumption that a very short notice period is adopted.

**Q51.a:** If the very short notice payment were a percentage of what the worker would have earned from working the shift or the relevant hours, what percentage should this be?

- 30%
- 50%
- 65%
- 80%
- Other

**Q51.b:** Please explain your answer

[Free text]

**Q52.a:** If the very short notice payment were a percentage of what the worker or agency worker would have earned from working the shift or the relevant hours at the relevant National Living/Minimum Wage rate, what should this percentage be?

- 30%
- 50%
- 65%
- 80%
- Other

**Q52.b:** Please explain your answer

[Free text]

## Exceptions from the right to short notice payments

The government is seeking views on whether there should be any exceptions so that, in certain circumstances, an employer is not required to make a payment when they cancel, move, or curtail a shift at short notice. For example, the government could ensure that employers are not required to make a short notice payment if the reason they have cancelled the shift is because of an extreme weather event or widespread power outage.

**Q53.a:** Do you think there should be any exceptions to the requirement to make a short notice payment or very short notice payment?

- Yes
- No

**Q53.b:** If yes, what should these exceptions be?

[Free text]

**Q53.c:** If no, please explain your answer.

[Free text]

The following questions relate to exceptions from the requirement to make a short notice payment in the context of agency work. If you prefer not to respond to these questions, please proceed to Q57. The government is seeking views on whether there should be any exceptions so that, in certain circumstances, an agency worker is not entitled to receive a payment when their shift is cancelled, moved, or curtailed at short notice.

**Q54.a:** Do you think there should be any exceptions to the requirement to make a short notice payment specifically for agency workers?

- Yes
- No

**Q54.b:** If yes, what should these exceptions be?

[Free text]

**Q54.c:** If no, please explain your answer

[Free text]

If an exception applies that means that an eligible worker or eligible agency worker is not entitled to a short notice payment, they must be given a notice explaining why. This is called an exception notice.

The employer has the obligation to give an exception notice to an eligible worker and the agency has the obligation to give an exception notice to an eligible agency worker.

Eligible workers and eligible agency workers can complain to an employment tribunal about an exception notice (for example, because they think the exception relied on in the notice does not apply) and seek compensation. Where an eligible agency worker does so, the hirer can be added as a party to the employment tribunal proceedings in certain circumstances and be held liable for breaches regarding an exception notice.

The government recognises that there may be some circumstances in which it would not be appropriate for a hirer to be added to tribunal proceedings regarding an exception notice. For instance, this could be the case where the hirer is a vulnerable individual who receives care or procures care from agencies, where instead the agency might be in a better position to hold liability for any breaches.

**Q55.a: Do you think there are any types of hirers who should not be added to tribunal proceedings and potentially held liable for breaches regarding an exception notice?**

Yes, certain types of hirers should not be added to tribunal proceedings and potentially held liable for breaches regarding an exception notice

No, it should be possible to add all types of hirers to tribunal proceedings and potentially held liable for breaches regarding an exception notice

**Q55.b: If yes, which types of hirers do you think should not be added to tribunal proceedings and potentially held liable for breaches regarding an exception notice?**

[Free text]

**Q55.c: If no, please explain your answer.**

[Free Text]

The Act also enables agencies to recover short notice payments from hirers in certain circumstances (where their contract does not already permit this). However, the government can specify hirers that this should not apply to.

**Q56.a: Do you think there are any types of hirers from whom it should not be possible to recover short notice payments under the Act?**

Yes, there are certain types of hirers from whom it should not be possible to recover short notice payments under the Act

No, there are no types of hirers from whom it should not be possible to recover short notice payments under the Act

**Q56.b: If yes, from which types of hirers should it not be possible to recover short notice payments under the Act?**

[Free Text]

**Q56.c: If no, please explain your answer**

[Free text]

## **Enforcement of short notice payments**

The Act places responsibility for enforcement of the zero hours measures with the employment tribunal system. The government also intends for the [Fair Work Agency](#) (FWA) to enforce aspects of these rights to help increase compliance. It could also minimise costs for both employers and workers, through helping them to reach a resolution more quickly than if a claim was pursued to the employment tribunal.

Through this consultation, the government is seeking views on whether the FWA should enforce certain zero hours measures, and if so, how. This would be in addition to workers being able to complain to the employment tribunal where they wish.

### **The Fair Work Agency**

The Act laid the foundations for the creation of the FWA, by bringing existing state enforcement functions into one overarching function to enforce a list of labour market legislation. The Act gives those enforcement powers to the Secretary of State, who will perform that function through the FWA.

The FWA will address the fragmentation and inefficiencies of the current enforcement system which is split across multiple organisations. It will ensure there is one leadership team to oversee the work in line with a single enforcement strategy and better support workers and employers seeking help by offering a single contact point.

The FWA will have a broad set of powers to investigate and take action against employers that do not comply with the law. These are based on powers of the existing enforcement bodies as well as new powers. These powers include:

- powers to enter and inspect workplaces and require employers (and agencies/hirers) to produce relevant evidence to demonstrate compliance with employment law, based on powers the existing bodies have; and
- a civil penalty regime. Where enforcement officers find that employers have underpaid workers, they will be able to issue Notices of Underpayment. These require the employer to pay workers the wages they are due and pay a penalty to government. This currently applies to the minimum wage but will be extended to holiday pay among other statutory pay rights.

The FWA began operating from April 2026. Initially it will deliver the existing state enforcement functions, with responsibility for enforcing domestic agency rules, the National Minimum Wage, licensing of gangmasters<sup>8</sup>, and acting against serious labour exploitation<sup>9</sup>. Over time, it will take on enforcement of a wider range of employment rights. The Act also includes a power for ministers to make regulations to expand the list of labour market legislation which falls within the remit of the FWA. This could include zero hours measures.

### **Enforcement of zero hours measures**

Based on the enforcement powers the FWA will have when it is created, the government believes the most appropriate zero hours measure that the FWA could enforce would be the right to payment for shifts cancelled, moved or curtailed at short notice. This is because not paying a short notice payment is a discrete, measurable event with a clear financial impact.

The other zero hours measures – the right to guaranteed hours and the right to reasonable notice of shifts – are likely to require more complex assessments. For example, assessments will be needed as to whether it is reasonable for a contract to be for a limited term or whether notice was reasonable in the circumstances. These rights would therefore be better considered through the employment tribunal system.

### **The Notice of Underpayment civil penalty regime**

The government considers the FWA's [Notice of Underpayment](#) (NoU) civil penalty regime is best suited to enforcing rights involving nonpayment or underpayment of arrears. The NoU regime has been used to enforce the statutory entitlement to the minimum wage since 1999.

The FWA could use the NoU regime to enforce the right to short notice payments. However, given the differences between the minimum wage and short notice payments, the government is considering whether the NoU regime should be altered before using it to enforce short notice payments.

To demonstrate how the NoU regime could be used to enforce short notice payments, we have outlined an example of the process:

1. If the FWA finds in the course of investigations that an eligible worker is owed a short notice payment that they have not received, and no exception applies, it may issue an NoU.

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<sup>8</sup> A person who oversees the work of a large group of casual manual labourers

<sup>9</sup> The abuse of people in a workplace for profit

2. The NoU would require the employer to pay the worker the money they are owed (“the arrears”) and pay a penalty to government, with the amount of the penalty linked to the amount of underpayment.
3. If the employer, within 14 days of the date the NoU is issued, pays at least 50% of the penalty and pays the worker the amount owed, the penalty is regarded as having been paid in full.
4. The employer may appeal against the NoU within 28 days of receiving it.
5. If the employer does not comply with the NoU, the FWA can start proceedings to recover amounts owed.

Under the NoU regime, unpaid sums owed to a worker may be recovered for a period of up to 6 years from when the payment became due, although this period can be altered in regulations. The government intends for the six-year claim period to apply to short notice payments. This is consistent with other employment legislation under the FWA’s remit, ensuring clarity for employers and workers.

**Q57.a: Should the FWA enforce the right to short notice payments?**

Yes

No

**Q57.b: Please explain your answer.**

[Free Text]

The government recognises that short notice payments are a new employment right, and the impact of different levels of state enforcement on compliance is not yet fully understood. Therefore, we are also seeking views on how the NoU regime could be adapted to apply it more effectively to enforcement of short notice payments.

**Penalty amount**

As noted above, as well as ordering employers to pay workers what they are owed, the government can also require an employer to pay a penalty. This serves to discourage non-compliance and encourage prompt payment.

Under the NoU regime, the default penalty is 200% of the amount owed to a worker, up to a maximum penalty of £20,000 per worker. The minimum penalty amount is £100 per case.

The government can, however, make regulations to change certain parts of the NoU regime, including the penalty calculation amounts, and the minimum and maximum penalty amount.

When penalties for the minimum wage were introduced, the penalty amount was set at 50% of the arrears the employer owed to the worker. To further deter employers from not paying minimum wage, the penalty increased to 100% in 2014, and later to the current rate of 200% in 2016. Between 2009 and 2014, the maximum penalty that an employer could be charged for failing to pay minimum wage was £5,000 per worker underpaid. In 2014, the maximum penalty amount increased to £20,000, where it currently stands. The minimum penalty amount has been £100 from 2009 to the present date.

The government proposes setting the penalty for non-compliance with short notice payments at 50% of the arrears owed to the worker, with a minimum penalty of £100 per case and a maximum of £5,000 per worker. If the employer pays the worker the amount owed and at least 50% of the penalty within 14 days of the date the NoU is issued, the penalty would be treated as fully paid. This approach takes into account that the right to short notice payment is a new right and allows time for employers to familiarise themselves with implementing the new obligations. The proposed penalty levels aim to balance deterrence with fairness – providing an incentive for compliance without imposing excessive penalties.

**Q58: Should the FWA impose a penalty where it finds that an employer has failed to make a short notice payment?**

Yes

No

**Q59.a: What should the penalty amount be?**

50% of arrears owed to the worker (government preferred option)

100% of arrears owed to the worker

200% of arrears owed to the worker

A different amount

**Q59.b: Please explain your answer.**

[Free Text]

**Q60.a: What should the minimum and maximum penalty amount be?**

Minimum £100 per case, maximum £5,000 per worker (government preferred option)

Minimum £100 per case, maximum £20,000 per worker

Different amounts

**Q60.b: Please explain your answer**

[Free Text]

## Broader impacts

**Q61:** Is there anything else you want us to take into account in relation to Part 2 of this consultation, on reasonable notice of shifts and payment for shifts cancelled, moved or curtailed at short notice?

[Free text]

The 9 characteristics protected under the Equality Act 2010 are [age](#), [disability](#), [gender reassignment](#), [marriage and civil partnership](#), [pregnancy and maternity](#), [race](#), [religion or belief](#), [sex](#) and [sexual orientation](#).

**Q62.a:** Do you think that the proposals in Part 2 of this consultation, on reasonable notice of shifts and short notice payments, will have a particular impact on groups sharing a protected characteristic under the Equality Act 2010?

Yes

No

**Q62.b:** Please explain your answer.

[Free text]

## **PART 3: Amending the Conduct of Employment Agencies and Employment Businesses Regulations 2003**

Agencies must operate in accordance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (“the Conduct Regulations”). The Conduct Regulations are designed to set standards of conduct for those operating in the recruitment sector. In particular, they establish requirements around:

- the correct treatment of agency workers, for example around not withholding pay, not subjecting agency workers to a detriment for certain reasons, and not preventing transfers to permanent work
- the information and checks required before supplying agency workers, for example that the experience and qualifications of a worker are appropriate, and that workers are aware of health and safety risks
- record-keeping and transparency

The temporary work sector has evolved significantly since these regulations were introduced, and the government is also consulting on how best to amend them to ensure they are fit for the way the modern recruitment sector operates, in the ‘Modernising the Agency Work Regulatory Framework’ consultation. The government’s view is that, generally and as far as possible, hirers should be empowered to make decisions around what information is necessary for their recruitment decisions. However, the government wants to ensure that they are appropriately supported to fulfil their obligations under the zero hours measures.

The government is therefore considering whether there would be value in adding to the requirements under the Conduct Regulations so that agencies are required to give hirers relevant information to support them to comply with their duties under the zero hours measures. Relevant information could include confirmation of whether or not an agency worker is in scope of the zero hours measures, and/or the contact details of the agency worker so the hirer can make a guaranteed hours offer to them. Further, if regulations specify that the duty to offer guaranteed hours would fall on entities other than hirers in certain scenarios, it may also be appropriate to require information to be shared between relevant entities to ensure the duty is complied with.

Amending the Conduct Regulations may provide better protection for agency workers. However, it may not be necessary as hirers will already be obliged under the Act to comply with their duties, and we would expect them to make the necessary arrangements with agencies to do so.

**Option 1:** Amend the Conduct Regulations to require the sharing of information between relevant entities (usually from agencies to hirers) that is needed to comply with duties under the zero hours measures.

**Option 2:** Do not amend the Conduct Regulations for this purpose.

**Q63.a:** Should the government amend the Conduct of Employment Agencies and Employment Businesses Regulations 2003, to require relevant entities to share information they need to comply with their duties under the zero hours measures?

Yes, the government should amend the Conduct Regulations

No, the government should not amend the Conduct Regulations

**Q63.b:** Please explain your answer

[Free text]

**Q64:** Is there anything else you want us to take into account in relation to Part 3 of this consultation, on amending the Conduct of Employment Agencies and Employment Businesses Regulations 2003 in respect of the zero hours measures?

[Free text]

## **Next steps**

This consultation will close at 11:59pm on 25 August 2026. Following the closure of this consultation we will analyse the responses and consider any views expressed and representations made before publishing a government response and making regulations in due course.

# Glossary

## General

**Agency:** A business which finds work for agency workers to do under the direction and supervision of hirers. N.B.: Agencies are referred to as “work-finding agencies” in the Act and as “employment businesses” in the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

**Agency Worker:** An individual who has a worker’s contract or arrangement with an agency to be supplied to hirers to do work under their direction and supervision.

**Directly Engaged Worker:** An individual who has a worker’s contract (which could be a zero hours contract or entered into in accordance with a zero hours arrangement or a contract guaranteeing some work), with an employer and is therefore employed by that employer, rather than by an agency.

**The Act:** The Employment Rights Act 2025. This Act changes employment law, including changes to the law regarding zero hours contracts.

**Hirer:** The person (whether an organisation or an individual) under whose direction and supervision an agency worker is working, as a result of an arrangement with an agency.

**Exception:** Specific circumstances where an employer does not have to guarantee hours or pay for shifts which are cancelled, moved or curtailed at short notice.

**Hours Threshold:** the maximum number of hours to be set in regulations that a worker can be guaranteed by their employer in order to be entitled to the rights to guaranteed hours (in relation to a reference period), reasonable notice of shifts and payment for shifts which are cancelled, moved or curtailed at short notice.

**Impact Assessment:** An evaluation by the Government of the costs and benefits of a policy proposal.

**Provision:** a statement in the legislation, such as an exception, which has legal effect.

**Regulations:** A form of secondary legislation which provides the detail for rules set out in the enabling Act of Parliament.

**Royal Assent:** The final stage of a Parliamentary Bill where the monarch grants formal approval for the Bill to become law.

**Trade Union:** an organisation which usually consists mainly of workers and represents the interests of workers, usually to negotiate pay and other conditions with employers.

**Worker's Contract:** A legally binding agreement between an employer and an individual under which the individual undertakes to work for the employer. An employer will usually make work available, that is, guarantee hours, in the contract (but this is not done in Zero Hours Contracts). Where a worker's contract is in place between an employer and an individual, the individual is a worker employed by the employer.

**Zero Hours Arrangement:** An arrangement between an employer and individual under which the individual may work when offered but is not obliged to work when offered, and the employer is not obliged to offer work. These may be contracts but are not worker's contracts.

**Zero Hours Contract:** A type of contract between an employer and worker where the worker is obliged to work when work is offered, but the employer is not obliged to offer work. These are a type of worker's contract.

**Zero Hours Contracts Measures:** The rights to guaranteed hours, reasonable notice of shifts and payment for shifts which are cancelled, moved or curtailed at short notice created by the Act.

## **Part 1: Guaranteed Hours**

**'In scope' Worker / Agency Worker:** A worker who is subject to the right to guaranteed hours and capable of becoming a qualifying worker. This is distinct from a 'Qualifying' Worker/Agency Worker, which refers to being entitled to receive a guaranteed hours offer after the reference period.

**Guaranteed Hours Offer:** An offer to be made to a qualifying worker or qualifying agency worker to enter into a new worker's contract or a varied worker's contract (for the former only), where the contract will require the employer to provide work to a worker for a minimum number of hours which reflects the number of hours worked during a reference period and the worker will provide work for that number of hours.

**'Qualifying' Worker / Agency Worker:** A worker or agency worker who is entitled to receive a guaranteed hours offer after meeting, in relation to a reference period, all criteria as set out in legislation and regulations (unless an exception applies). This is distinct from an 'in scope' Worker/Agency Worker which refers to a worker / agency worker, able to be affected by the measures and exercise their rights to guaranteed hours if they qualify for an offer.

**Initial Reference Period:** The reference period that begins on the first day the provisions on the right to guaranteed hours come into force where the worker is already employed by the employer, or otherwise on the first day the worker is employed by the employer after the provisions have come into force. The end of the reference period will be set out in regulations.

**Subsequent Reference Period:** Any reference period which follows the initial reference period and would act as a reference period over which the worker must do some work and meet the required criteria to qualify for a guaranteed hours offer.

**Regularity:** The term is used to describe the conditions that the hours of work of a worker or agency worker must meet during a reference period in order for a worker or agency worker to be entitled to a guaranteed hours offer – provided that the other requirements are also met.

## **Part 2: Reasonable notice of shifts and payment for shifts cancelled, moved or curtailed at short notice**

**Eligible Worker / Agency Worker:** a worker or agency worker who meets the criteria to be entitled to these rights.

**Reasonable Notice:** The notice an employer must provide to a worker of the timings of their shift.

**Short Notice:** The time period (to be set in regulations) within which a worker is usually entitled to a payment if a shift is cancelled, moved or curtailed.

**Very Short Notice:** The proposed time period (which would also be set in regulations) during which a worker is usually entitled to a higher payment amount for cancelling, moving or curtailing a shift than for Short Notice.

**Short Notice Payment:** A payment due to a worker where their shift is cancelled, moved or curtailed at short notice.

**Fair Work Agency:** The Fair Work Agency is an Executive Agency of the Department for Business and Trade. It brings together previously separate labour market enforcement functions and is responsible for the enforcement of certain employment rights. These rights are set out in Part 1 of Schedule 7 of the Act.

**Notice of Underpayment regime:** The Fair Work Agency may issue notices of underpayments to employers where the employer has underpaid workers, in breach of certain statutory pay provisions. The notice of underpayment will require the employer to pay any money that is owed (“arrears”) to their workers and pay a penalty to government.

## Summary of consultation questions

**Q1.a:** For directly engaged workers, which of the following options should the hours threshold be:

- 8 hours per week
- 12 hours per week
- 16 hours per week
- 20 hours per week
- 24 hours per week
- 28 hours per week
- 32 hours per week
- 36 hours per week
- 40 hours per week
- 44 hours per week
- 48 hours per week
- Other (please specify)

**Q1.b:** Please explain your answer

[Free text]

**Q1.c:** Which option(s) (including any not outlined above) do you think could have an impact on the number of contracted hours in job offers?

[Free text]

**Q1.d:** Which option(s) (including any not outlined above) do you think could have an impact on the availability of additional hours for workers?

[Free text]

**Q1.e:** Which option(s) (including any not outlined above) do you think could have an impact on the availability of additional hours for particular groups of workers sharing a protected characteristic under the Equality Act 2010?

[Free text]

**Q2.a:** Agency workers should not be entitled to guaranteed hours offers when (choose one of the two options below):

- they already have a contract guaranteeing hours above the threshold (for example, by their agency) regardless of which hirer these hours are to be worked for
- they already have a contract guaranteeing hours above the threshold specifically in respect of work to be done for one hirer (for example, by their agency)

**Q2.b:** Please explain your answer

[Free text]

**Q3.a:** For agency workers, which of the following options should the hours threshold be:

- 8 hours per week
- 12 hours per week

- 16 hours per week
- 20 hours per week
- 24 hours per week
- 28 hours per week
- 32 hours per week
- 36 hours per week
- 40 hours per week
- 44 hours per week
- 48 hours per week
- Other (please specify)

**Q3.b: Please explain your answer**

[Free text]

**Q4.a: How long should the initial reference period be for directly engaged workers?**

- 12 weeks (Government-preferred option)
- 26 weeks
- 52 weeks
- Other

**Q4.b: Please explain your answer**

[Free text]

**Q5.a: How long should the initial reference period be for agency workers?**

- 12 weeks
- 26 weeks
- 52 weeks
- Other

**Q5.b: Please explain your answer**

[Free text]

**Q6.a: How long do you think subsequent reference periods should be for directly engaged workers?**

- 12 weeks
- 26 weeks
- 52 weeks
- Other

**Q6.b: Please explain your answer**

[Free text]

**Q7.a: Should each reference period begin as soon as the previous one finishes?**

- Yes
- No
- Other

**Q7.b: Please explain your answer**

[Free text]

**Q8.a: How long do you think subsequent reference periods should be for agency workers?**

12 weeks

26 weeks

52 weeks

Other

**Q8.b: Please explain your answer**

[Free text]

**Q9.a: Should each reference period begin as soon as the previous one finishes?**

Yes

No

Other

**Q9.b: Please explain your answer**

[Free text]

**Q10.a: Based on the two options highlighted above for directly engaged workers, select below which option is preferred.**

Option A: A weekly distribution requirement.

Option B: A weekly distribution requirement AND a total hours requirement.

Other

**Q10.b: Please explain your answer**

[Free text]

**Q11.a: What should the minimum number of weeks be in which a directly engaged worker is required to work during the reference period to meet the weekly distribution requirement? (The below options are framed around the government's preference for a 12-week initial reference period. The options would scale proportionally for a longer initial reference period.)**

6 calendar weeks across a 12-week initial reference period.

8 calendar weeks across a 12-week initial reference period.

10 calendar weeks across a 12-week initial reference period.

12 calendar weeks across a 12-week initial reference period.

Other

**Q11.b: Please explain your answer**

[Free text]

**Q12.a: If there were to be a weekly distribution requirement AND a total hours requirement (as in Option B), what should the total hours requirement be for a directly engaged worker? (The below options are framed around the government's preference for a 12-week initial reference**

**period. The options would scale proportionally for a longer initial reference period.)**

Fewer than 48 hours (in excess of contracted hours) across a 12-week initial reference period.

48 hours (in excess of contracted hours) across a 12-week initial reference period.

72 hours (in excess of contracted hours) across a 12-week initial reference period.

96 hours (in excess of contracted hours) across a 12-week initial reference period.

Other

**Q12.b: Please explain your answer**

[Free text]

**Q13.a: The government proposes that the regularity requirements should scale in the event of longer subsequent reference periods. Do you agree?**

For example, if the weekly distribution requirement were set at 6 weeks for a 12-week initial reference period, and if subsequent reference periods were 26 weeks long, it would be set at 13 weeks for subsequent reference periods.

Yes, the regularity requirements should scale in the event of longer subsequent reference periods

No, the regularity requirements should not scale in the event of longer subsequent reference periods

**Q13.b: Please explain your answer**

[Free text]

**Q14.a: Based on the two options set out above for agency workers, select below which option is preferred:**

Option A: A weekly distribution requirement.

Option B: A weekly distribution requirement AND a total hours requirement.

Other

**Q14.b: Please explain your answer**

[Free text]

**Q15.a: What should the minimum number of weeks be in which an agency worker is required to work during the reference period for a certain hirer to qualify (the weekly distribution requirement)? (The below options are framed around a 12-week initial reference period. The options would scale proportionally for a longer initial reference period.)**

6 calendar weeks across a 12-week initial reference period.

8 calendar weeks across a 12-week initial reference period.

10 calendar weeks across a 12-week initial reference period.

12 calendar weeks across a 12-week initial reference period.

Other

**Q15.b: Please explain your answer**

[Free text]

**Q16.a: If there were to be a weekly distribution requirement AND a total hours requirement (as in Option B), what do you think the total hours requirement should be for an agency worker? (The below options are framed around a 12-week initial reference period. The options would scale proportionally for a longer initial reference period.)**

Fewer than 48 hours (in excess of contracted hours) across a 12-week initial reference period.

48 hours (in excess of contracted hours) across a 12-week initial reference period.

72 hours (in excess of contracted hours) across a 12-week initial reference period.

96 hours (in excess of contracted hours) across a 12-week initial reference period.

Other

**Q16.b: Please explain your answer**

[Free text]

**Q17.a: The government proposes that the regularity requirements should scale in the event of longer subsequent reference periods. Do you agree in relation to agency workers?** For example, if the weekly distribution were set at 6 weeks for a 12-week initial reference period, and if subsequent reference periods were 26 weeks long, it would be set at 13 weeks for a subsequent reference period.

Yes, the regularity requirements should scale in the event of longer subsequent reference periods

No, the regularity requirements should not scale in the event of longer subsequent reference periods

**Q17.b: Please explain your answer**

[Free text]

**Q18.a: Do you think there are examples of temporary need which are not related to a specific task or event – and would need to be addressed through regulations?**

Yes, there are examples of temporary need that are not related to a specific task or event - and would need to be addressed through regulations.

No, there are not examples of temporary need that are not related to a specific task or event that would need to be addressed through regulations.

**Q18.b: Please list examples of temporary need which are not related to a specific task or event – and would need to be addressed through regulations. Please explain each example**

[Free text]

**Q19.a: Which calculation method do you think should be used for determining the guaranteed hours offer for directly engaged workers?**

Mean average

Median average

**Q19.b: Please explain your answer**

[Free text]

**Q20.a: Do you think employers should have flexibility to determine the period over which the hours will be allocated (weekly, monthly, or other)?**

Yes, they should have the flexibility to determine the time period

No, they should not have the flexibility to determine the time period

**Q20.b: Please explain your answer**

[Free text]

**Q20.c: (if yes) Which of the following time periods should employers be able to choose? (select as many as you see fit)**

A week

A month

Other

**Q20.d: Please explain your answer**

[Free text]

**Q21.a: If the government were to mandate a time period over which employers would need to allocate hours in guaranteed hours offers, what do you think this should be?**

A week

A month

Other

**Q21.b: Please explain your answer**

[Free text]

**Q22.a: Do you think employers should have the flexibility to use an adjustment margin?**

Yes, the margin should be a fixed figure

Yes, the margin should be a percentage of the hours generated by the calculation

No, employers should not have the flexibility to use an adjustment margin

Other

**Q22.b: Please explain your answer**

[Free text]

**Q23.a: Which calculation method do you think should be used for determining the guaranteed hours offer for agency workers?**

Mean average

Median average

**Q23.b: Please explain your answer**

[Free text]

**Q24.a: Do you think hirers should have flexibility to determine the time period over which the hours will be allocated for agency workers? (weekly, monthly, other)**

Yes, they should have the flexibility to determine the time period

No, they should not have the flexibility to determine the time period

**Q24.b: Please explain your answer**

[Free text]

**Q24.c: (if yes) Which of the following time periods should hirers be able to choose? (select as many as you see fit)**

A week

A month

Other

**Q24.d: Please explain your answer**

[Free text]

**Q24.e: If the government were to mandate a time period over which hirers would need to allocate hours in guaranteed hours offers for agency workers, what do you think this should be?**

A week

A month

Other

**Q24.f: Please explain your answer**

[Free text]

**Q25.a: Do you think hirers should have the flexibility to use an adjustment margin to tailor the offer to their needs?**

Yes, the margin should be a fixed figure

Yes, the margin should be a percentage of the hours generated by the calculation

No, hirers should not have the flexibility to use an adjustment margin

Other

**Q25.b: Please explain your answer**

[Free text]

**Q26.a: Should there be any types of workers that are excluded from the right to guaranteed hours?**

Yes, there should be certain types of workers excluded

No, there should not be certain types of workers excluded

**Q26.b: If yes, please list any types of workers that you think should be excluded from the right to guaranteed hours.**

[Free text]

**Q26.c:** If no, please explain your answer

[Free text]

**Q27.a:** Should there be any specific circumstances in which you think employers should be exempt from the right to guaranteed hours?

Yes, there are certain specific circumstances in which employers should be exempt

No, there are no circumstances in which employers should be exempt

**Q27.b:** If yes, please list any specific circumstances in which you think employers should be exempt from the duty to make guaranteed hours offers to qualifying workers.

[Free text]

**Q27.c:** If no, please explain your answer

[Free text]

**Q28.a:** Should there be any types of agency workers that are excluded from the right to guaranteed hours?

Yes, there should be certain types of agency workers excluded

No, there should not be certain types of agency workers excluded

**Q28.b:** If yes, please list any types of agency workers that you think should be excluded from the right to guaranteed hours.

[Free text]

**Q28.c:** If no, please explain your answer

[Free text]

**Q29.a:** Should there be any specific circumstances in which you think the duty to make a guaranteed hours offer to qualifying agency workers should not apply?

Yes, there are certain circumstances in which the duty should not apply

No, there are no circumstances in which the duty should not apply

**Q29.b:** If yes, please list any specific circumstances in which you think the duty to make a guaranteed hours offer to qualifying agency workers should not apply

[Free text]

**Q29.c:** If no, please explain your answer

[Free text]

**Q30.a:** Do you think there should be any cases where the duty to make a guaranteed hours offer should be placed on the agency or another intermediary instead of on the hirer?

Yes, there should be cases where the duty to make a guaranteed hours offer should be placed on the agency or another intermediary

No, there are no cases where the duty to make a guaranteed hours offer should be placed on the agency or another intermediary

**Q30.b:** If yes, for which types of agency worker do you think the duty to make a guaranteed hours offer should be placed on the agency or another intermediary instead of on the hirer?

[Free text]

**Q30.c:** If no, please explain your answer

[Free text]

**Q31:** Are there any other ways in which the right to guaranteed hours would need to apply differently to these types of agency worker? For example, should the regularity requirements relate to the work done by the worker for any hirer while employed by the agency in scenarios where the duty to make a guaranteed hours offer would fall on the agency or another intermediary instead of on the hirer?

[Free text]

**Q32.a:** Do you think that our proposals in Part 1 of this consultation, on the right to guaranteed hours, will have a particular impact on groups sharing a protected characteristic under the Equality Act 2010?

Yes

No

**Q32.b:** Please explain your answer.

[Free text]

**Q33:** Is there anything else you want to tell us in relation to Part 1 of this consultation, on the right to guaranteed hours?

[Free text]

**Q34.a:** What do you think the hours threshold for the rights to reasonable notice and short notice payment should be for directly engaged workers?

8 hours per week

12 hours per week

16 hours per week

20 hours per week

24 hours per week

28 hours per week

32 hours per week

36 hours per week

40 hours per week

44 hours per week

48 hours per week

Other (please specify)

**Q34.b: Please explain your answer**

[Free text]

**Q35.a: Agency workers should not be entitled to the right to reasonable notice and the right to short notice payments when:**

they already have a contract guaranteeing hours above the threshold (for example, by their agency) regardless of which hirer those hours are to be worked for

they already have a contract guaranteeing hours above the threshold specifically in respect of work to be done for one hirer (for example, by their agency).

**Q35.b: Please explain your answer**

[Free text]

**Q36.a: What do you think the hours threshold for the right to reasonable notice and the right to short notice payments should be for agency workers?**

8 hours per week

12 hours per week

16 hours per week

20 hours per week

24 hours per week

28 hours per week

32 hours per week

36 hours per week

40 hours per week

44 hours per week

48 hours per week

Other (please specify)

**Q36.b: Please explain your answer**

[Free text]

**Q37.a: How much notice should be presumed reasonable for directly engaged workers?**

1 week

2 weeks

3 weeks

4 weeks

Other

**Q37.b: Please explain your answer**

[Free text]

**Q38: In what circumstances do you think longer notice should be required? Please explain your answer**

[Free text]

**Q39: In what circumstances do you think shorter notice should be required? Please explain your answer**

[Free text]

**Q40.a: How much notice should be presumed reasonable for agency workers?**

Less than 5 days (please specify)

5 days

1 week

2 weeks

3 weeks

4 weeks

Other

**Q40.b: Please explain your answer**

[Free text]

**Q41: In what circumstances do you think longer notice should be required for agency workers? Please explain your answer**

[Free text]

**Q42: In what circumstances do you think shorter notice should be required for agency workers? Please explain your answer**

[Free text]

**Q43.a: Should there be any types of hirers that should not be liable for failing to provide reasonable notice?**

Yes, certain types of hirers should not be liable for failing to provide reasonable notice

No, all types of hirers should be liable for failing to provide reasonable notice

**Q43.b: (if yes) Please specify any types of hirers that you think should not be liable for failing to provide reasonable notice.**

[Free text]

**Q43.c: Please explain your answer**

[Free text]

**Q44.a: What timeframe do you think short notice should be for directly engaged workers?**

1 day

2 days

3 days

5 days

7 days

Other

**Q44.b: Please explain your answer**

[Free text]

**Q45.a: What timeframe do you think very short notice should be for directly engaged workers?**

- less than 1 day (please specify)
- 1 day
- 2 days
- 3 days
- 5 days
- There should not be a 'very short notice' period
- Other

**Q45.b: Please explain your answer**

[Free text]

**Q46.a: What timeframe do you think 'short notice' should be for agency workers?**

- Less than 1 day (please specify)
- 1 day
- 2 days
- 3 days
- 5 days
- 7 days
- Other

**Q46.b: Please explain your answer**

[Free text]

**Q47.a: What timeframe do you think 'very short notice' should be for agency workers?**

- Less than 1 day (please specify)
- 1 day
- 2 days
- 3 days
- 5 days
- There should not be a 'very short' notice period
- Other

**Q47.b: Please explain your answer**

[Free text]

**Q48.a: The short notice payment should be:**

- A percentage of what the worker would have earned from working the shift or the relevant hours
- A percentage of what the worker would have earned from working the shift or the relevant hours at the relevant National Living/Minimum Wage rate
- Other

**Q48.b: Please explain your answer**

[Free text]

**Q49.a: If the short notice payment were a percentage of what the worker would have earned from working the shift or the relevant hours, what percentage should this be?**

- 10%
- 30%
- 50%
- 65%
- 80%
- Other

**Q49.b: Please explain your answer**

[Free text]

**Q50.a: If the short notice payment were a percentage of what the worker or agency worker would have earned from working the shift or the relevant hours at the relevant National Living/Minimum Wage rate, what percentage should this be?**

- 10%
- 30%
- 50%
- 65%
- 80%
- Other

**Q50.b: Please explain your answer**

[Free text]

**Q51.a: If the very short notice payment were a percentage of what the worker would have earned from working the shift or the relevant hours, what percentage should this be?**

- 30%
- 50%
- 65%
- 80%
- Other

**Q51.b: Please explain your answer**

[Free text]

**Q52.a: If the very short notice payment were a percentage of what the worker or agency worker would have earned from working the shift or the relevant hours at the relevant National Living/Minimum Wage rate, what should this percentage be?**

- 30%
- 50%

- 65%
- 80%
- Other

**Q52.b: Please explain your answer**

[Free text]

**Q53.a: Do you think there should be any exceptions to the requirement to make a short notice payment or very short notice payment?**

- Yes
- No

**Q53.b: If yes, what should these exceptions be?**

[Free text]

**Q53.c: If no, please explain your answer**

[Free text]

**Q54.a: Do you think there should be any exceptions to the requirement to make a short notice payment specifically for agency workers?**

- Yes
- No

**Q54.b: If yes, what should these exceptions be?**

[Free text]

**Q54.c: If no, please explain your answer**

[Free text]

**Q55.a: Do you think there are any types of hirers who should not be added to tribunal proceedings and potentially held liable for breaches regarding an exception notice?**

- Yes, certain types of hirers should not be added to tribunal proceedings and potentially held liable for breaches regarding an exception notice
- No, it should be possible to add all types of hirers to tribunal proceedings and potentially held liable for breaches regarding an exception notice

**Q55.b: (if yes) Which types of hirers do you think should not be added to tribunal proceedings and potentially held liable for breaches regarding an exception notice?**

[Free text]

**Q55.c: If no, please explain your answer.**

[Free Text]

**Q56.a: Do you think there are any types of hirers from whom it should not be possible to recover short notice payments under the Act?**

- Yes, there are certain types of hirers from whom it should not be possible to recover short notice payments under the Act

No, there are no types of hirers from whom it should not be possible to recover short notice payments under the Act

**Q56.b: If yes, from which types of hirers should it not be possible to recover short notice payments under the Act?**

[Free Text]

**Q56.c: If no, please explain your answer**

[Free text]

**Q57.a: Should the FWA enforce the right to short notice payments?**

Yes

No

**Q57.b: Please explain your answer.**

[Free Text]

**Q58: Should the FWA impose a penalty where it finds that an employer has failed to make a short notice payment?**

Yes

No

**Q59.a: What should the penalty amount be?**

50% of arrears owed to the worker (government preferred option)

100% of arrears owed to the worker

200% of arrears owed to the worker

A different amount

**Q59.b: Please explain your answer.**

[Free Text]

**Q60.a: What should the minimum and maximum penalty amount be?**

Minimum £100 per case, maximum £5,000 per worker (government preferred option)

Minimum £100 per case, maximum £20,000 per worker

Different amounts

**Q60.b: Please explain your answer**

[Free Text]

**Q61: Is there anything else you want us to take into account in relation to Part 2 of this consultation, on reasonable notice of shifts and payment for shifts cancelled, moved or curtailed at short notice?**

[Free text]

**Q62.a: Do you think that the proposals in Part 2 of this consultation, on reasonable notice of shifts and short notice payments, will have a particular impact on groups sharing a protected characteristic under the Equality Act 2010?**

Yes

No

**Q62.b:** Please explain your answer.

[Free text]

**Q63.a:** Should the government amend the Conduct of Employment Agencies and Employment Businesses Regulations 2003, to require relevant entities to share information they need to comply with their duties under the zero hours measures?

Yes, the government should amend the Conduct Regulations

No, the government should not amend the Conduct Regulations

**Q63.b:** Please explain your answer

[Free text]

**Q64:** Is there anything else you want us to take into account in relation to Part 3 of this consultation, on amending the Conduct of Employment Agencies and Employment Businesses Regulations 2003 in respect of the zero hours measures?

[Free text]

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- (ii) another government department, or
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