prospect bectu

Consultation Response

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

Prospect • August 2026

About Prospect

Prospect is an independent trade union representing 160,000 employees and freelancers across a wide range of different industries, in both the public and private sectors.

Bectu is a sector of Prospect, representing around 40,000 workers in non-performing roles across the creative industries, including film, television, theatre, live events, fashion, gaming and cinema. Across the sector, we represent many workers on zero hour and contracts with minimal guaranteed hours, predominantly in theatre, live performance and cinema. Our response therefore centres on the experiences of these workers.

Part 1

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

We believe that 20 hours should be the point at which a guaranteed hours contract becomes meaningful.

Q1.b: Please explain your answer

Our evidence, both from surveying 369 zero-hours contract workers in the creative industries, and from workplaces where we represent members, suggests there is no single model of guaranteed hours that provides both the security workers need and the flexibility required by work in the creative industries.

However, we caution against setting the threshold too low. We believe that the Government's stated preference to offer guaranteed hours contracts to those currently working between 8 and 20 hours is too low, and that 20 hours should be the point at which a guaranteed hours contract becomes meaningful.

In our survey, zero hour contract workers were about as likely to be concentrated in the 0-20 hours bands as they are in hour bands that would be above the proposed Government threshold of 8-20 hours (35%). However, it should be noted that work is hugely seasonal and project based, so hours often vary over time.

Q7. On average, on your current zero hours contract, how many hours do you work each week?*	
Answer Choices	Responses
Less than 8 hours	20.90%
8-11 hours	11.64%

12-15 hours	7.76%
16-19 hours	8.36%
20-24 hours	9.85%
25-34 hours	12.24%
35-48 hours	9.25%
More than 48 hours	3.88%
Other *(please specify)*	16.12%

*S*urvey of 369 Bectu members on zero-hour contracts in the creative industries, August 2026*

Moreover, our evidence does not suggest that workers are seeking very low guaranteed-hours contracts. Workers on the lowest hours were the least likely to express a preference for fully guaranteed-hours arrangements. Among those working fewer than 8 hours per week, only 8.6% said that they would prefer a guaranteed-hours contract, while 52.9% preferred to remain on a zero-hours contract and 34.3% said they would like a variable-hours contract with some guaranteed hours. A similar pattern was evident among workers working 8-11 hours per week.

Creative industry workers are often balancing other employment, freelance work, study or caring responsibilities and value the flexibility associated with zero-hours or variable-hours arrangements. This suggests that many workers currently on very low hours value flexibility, rather than seeking a guarantee based on very low numbers of hours, and may actually opt to reject guaranteed hours contracts if they were offered these.

Preferred contract type by current hours worked*

Current hours	Guaranteed hours	Variable + guaranteed hours	Zero-hours	Other
Less than 8 hours	8.6%	34.3%	52.9%	4.3%
8-11 hours	10.3%	43.6%	46.2%	0%
12-15 hours	23.1%	57.7%	15.4%	3.8%
16-19 hours	25.0%	28.6%	39.3%	7.1%
20-24 hours	21.2%	51.5%	24.2%	3.0%
25-34 hours	17.1%	39.0%	39.0%	4.9%
35-48 hours	29.0%	32.3%	25.8%	12.9%

*S*urvey of 369 Bectu members on zero-hour contracts in the creative industries, August 2026*

Because workers who genuinely value flexibility can choose not to accept a guaranteed-hours offer or to opt out through collective agreements, the threshold should be set at a level that provides meaningful security rather than at a level that merely replicates insecure working arrangements.

Our survey found that the largest group of respondents identified 20-24 hours per week as a meaningful guaranteed-hours contract, while more than half considered a guarantee of at least 16 hours per week to be meaningful.

If you were offered a guaranteed-hours contract, what minimum weekly guarantee would be meaningful to you?*	
Answer Choices	Responses
Less than 8 hours	12.87%
8-11 hours	13.47%
12-15 hours	10.18%
16-19 hours	11.98%
20-24 hours	20.66%
25-34 hours	10.48%
35+ hours	8.38%
Not sure	11.98%
**Survey of 369 Bectu members on zero-hour contracts in the creative industries, August 2026*	

Evidence gathered from our workplaces supports this conclusion. Discussions with members and employers often identified around 16 hours per week as the point at which a guaranteed-hours contract begins to offer meaningful security, whereas guarantees of only a few hours per week were frequently viewed as tokenistic. However, these agreements vary substantially, with some employers organising guaranteed hours on the basis of numbers of shifts, and some allocating these on a monthly or annual basis rather than weekly.

The provision for collective agreements already contained in the Act will play an important role in accommodating workers who genuinely prefer lower-hours arrangements. Rather than setting the statutory threshold at a very low level for everyone, collective bargaining offers a mechanism for preserving flexibility where workers want it, while maintaining a higher baseline of security for the wider workforce.

The practical impact of the reforms will depend heavily on the interaction between the threshold, the reference period, anti-avoidance measures, employer behaviour and worker choice.

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?

Lower thresholds, such as 8 hours per week, may create an incentive for employers to redesign contracts around that threshold, resulting in a larger number of workers being offered very small guaranteed-hours contracts. While this may increase contractual guarantees on paper, it risks creating arrangements that do not provide meaningful income security.

Higher thresholds, upwards from 16 hours per week, would encourage employers to offer contracts that provide more meaningful guarantees. They may also lead employers to reassess workforce structures and reduce reliance on large pools of casual labour, though we believe that this can be done in a way that maintains security and flexibility through collective agreements.

Evidence from workplaces where we represent members shows how employers and unions are already actively considering the introduction of guaranteed-hours arrangements. Discussions are taking place across the creative sector about how work currently performed on a casual basis might be translated into more secure contractual arrangements. A range of models are currently being discussed or implemented across the sector, including guaranteed-hours contracts based on regular weekly hours, monthly or annualised-hours arrangements and seasonal contracts linked to predictable peaks in demand.

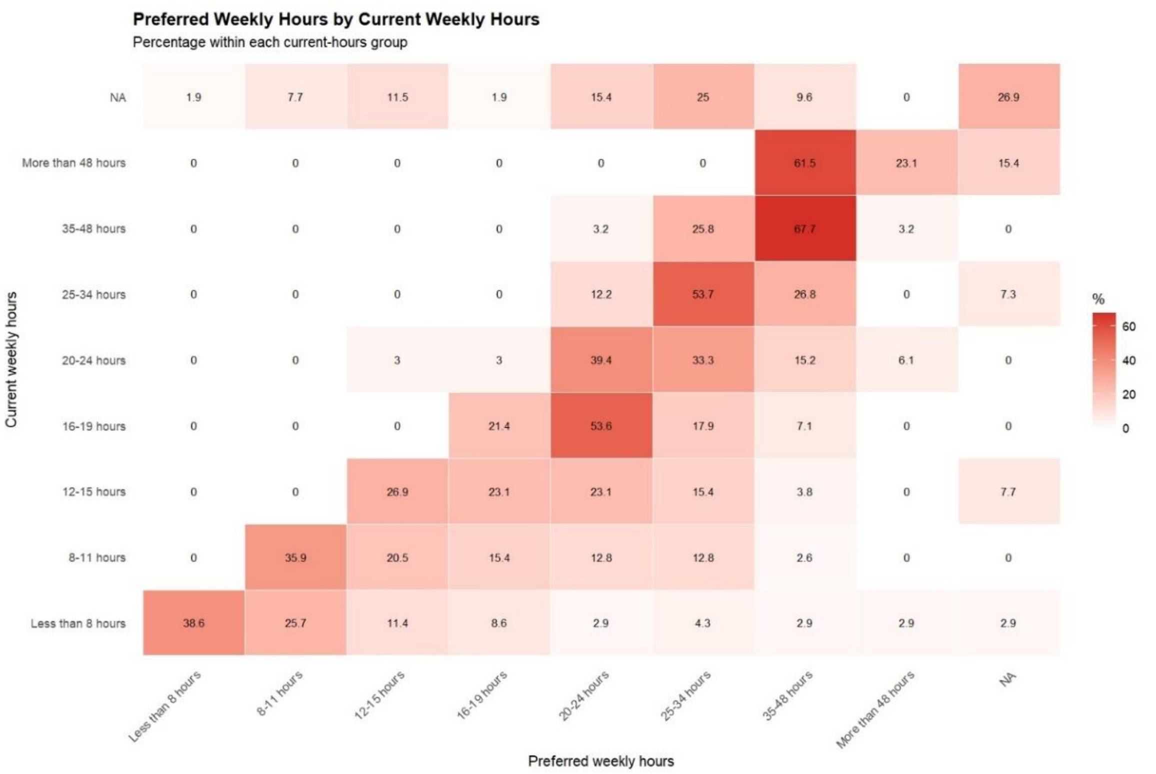
The threshold should support genuine workforce planning and more secure employment practices, rather than creating incentives for employers to organise work around the minimum requirements of the legislation, while retaining flexibility for workers who only wish to undertake occasional work. Worker preferences should also be considered alongside historic hours worked when determining guaranteed hours offers.

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?

In sectors such as theatre, cinema and live events, many workers rely on a combination of guaranteed hours and additional shifts. Employers may alter the way additional work is distributed depending on where the threshold is set. For example, work may be spread across a larger pool of workers, or concentrated amongst a smaller group of workers, in order to manage entitlement to guaranteed hours offers.

It is also important to recognise that many workers in the cultural and creative industries combine multiple jobs, freelance work, study, caring responsibilities or other sources of income. Additional hours are often an important way for workers to supplement their earnings, while retaining flexibility to balance other commitments. Any threshold should therefore avoid creating incentives for employers to restrict additional hours or to penalise workers who regularly take on extra shifts.

Our survey found substantial demand for additional hours. Many workers currently working fewer than 8 or 12 hours would ideally like to work more. Preferred hours were concentrated in the 20-24 and 25-34 hour ranges, indicating that low-hours work is often associated with underemployment rather than a long-term preference for minimal engagement.



If the threshold were set too low, there is a risk that employers may respond by offering contracts with only a small number of guaranteed hours while reducing opportunities for workers to access additional hours. In practice, this could create a situation in which workers gain a contractual guarantee on paper but have less opportunity to increase their earnings through regular additional work. Such an outcome would do little to address the underemployment identified among our members.

A key consideration should be whether the threshold creates incentives for employers to withhold or redistribute additional hours in order to avoid workers qualifying for greater contractual security. The threshold should encourage meaningful and predictable working arrangements while preserving worker choice and flexibility.

Our survey also identified concerns about the way additional hours are allocated in practice. Respondents reported instances of favouritism, being disadvantaged after declining shifts, and work being directed towards particular groups of workers. These issues may have particular implications for disabled workers and workers with caring responsibilities, who may be less able to demonstrate unrestricted availability or accept shifts at short notice. The Government should consider whether the reforms create incentives for employers to concentrate additional hours among workers with the greatest availability, potentially disadvantaging workers with protected characteristics.

We also heard concerns about workers being disadvantaged in the allocation of future work after declining shifts or where managers exercised significant discretion over shift allocation. The Government should consider whether additional protections against detriment are required to ensure that workers are not disadvantaged in access to future hours because of disability, caring responsibilities or characteristics protected under the Equality Act.

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?

Disabled workers may have fluctuating availability due to healthcare needs, treatment schedules or periods of ill health. Some may value guaranteed hours because of the greater predictability of income, while others may prefer lower contractual commitments supplemented by additional hours when their circumstances allow. The design of the threshold and any regularity requirements should therefore avoid creating barriers for workers whose availability fluctuates over time.

Women may be particularly affected because caring responsibilities continue to be distributed unevenly. Greater certainty over working hours may support workers to arrange childcare and other caring responsibilities, but the Government should consider whether employers respond to the legislation by altering the allocation of additional hours in ways that disadvantage workers with restricted availability.

The interaction between guaranteed-hours arrangements and the welfare system also requires careful consideration. Greater predictability of earnings may provide significant benefits for some workers and could help some claimants move above the Administrative Earnings Threshold, potentially reducing work-search requirements. However, guaranteed hours may also affect Universal Credit entitlement through the earnings taper and may not suit all workers with fluctuating health conditions or caring responsibilities.

More broadly, any threshold should be assessed not only in terms of eligibility for guaranteed-hours offers, but also in terms of how it affects the allocation of additional hours in practice. If employers respond by restricting, redistributing or concentrating additional work, the impacts may fall disproportionately on workers sharing protected characteristics whose availability is constrained by disability, caring responsibilities or other factors. The reforms should therefore ensure that greater contractual security is not achieved at the expense of equal access to work opportunities.

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 specifically in respect of work to be done for one hirer (for example, by their agency)

Q2.b: Please explain your answer

Many agency workers work across multiple hirers and assignments with varying levels of regularity. A guaranteed-hours arrangement with one hirer does not necessarily provide security in relation to work undertaken for another hirer. The rights should therefore reflect the reality of the working relationship and the work performed for the specific hirer concerned.

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

We believe that 20 hours should be the point at which a guaranteed hours contract becomes meaningful.

Q3.b: Please explain your answer

Agency workers should not receive weaker protection than directly engaged workers simply because of the structure of their employment relationship. The threshold should support the objective of tackling one-sided flexibility while preventing avoidance through agency arrangements.

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

A 26-week reference period

Q4.b: Please explain your answer

Work in the cultural and creative industries is frequently organised around productions, tours, festivals, exhibition schedules, seasonal programming and other project-based activity. Workers may experience periods of intensive work followed by quieter periods, despite remaining part of a regular workforce throughout. In theatre, for example, workers may undertake extended periods of work during rehearsals, get-ins, technical rehearsals, performance runs and get-outs, followed by dark weeks or periods between productions.

Depending on where the reference period falls, it could overstate hours during particularly busy periods or understate them during quieter periods. This is particularly relevant in sectors characterised by predictable peaks and troughs in demand and project-based working patterns.

While a shorter period may provide earlier access to guaranteed-hours offers, our survey suggests that zero hour contract workers themselves favour longer assessment periods. When asked how long a worker should normally work for an employer before being offered guaranteed hours, 22.9% selected six months and 24.8% selected twelve months, compared with 18.2% who selected 12 weeks.

A 26-week reference period is more likely to capture a representative pattern of work across a range of productions, seasons and programming cycles. It therefore provides a more reliable basis for assessing whether a worker is genuinely working regular hours over time and whether a guaranteed-hours offer should be made.

We recognise that a longer reference period may risk delaying access to guaranteed hours offers and increase the risk that workers remain on insecure arrangements despite regularly undertaking work. However, on balance, we believe that a 26-week period better reflects the reality of employment in the creative industries and is less likely to produce outcomes that are distorted by short-term fluctuations in workload. It reduces the need for broad exemptions based on seasonality or temporary fluctuations in demand. In many parts of the creative industries, variations in workload are predictable and form part of normal working patterns. A 26-week period is better able to capture those variations and should therefore reduce the need for workers to be excluded from protection on the grounds of seasonality alone.

This will also mirror the six-month qualification period for unfair dismissal where the worker is in scope.

A longer reference period increases the importance of robust and transparent record-keeping. In many parts of the creative industries, work is organised through casual pools, rota systems, availability submissions, production schedules and project-based engagement. Workers and employers will need access to clear records of hours worked in order to determine eligibility and calculate guaranteed-hours offers. Government should therefore provide clear guidance on record-keeping requirements and ensure workers can access the information used to assess their entitlement.

We are also concerned that longer reference periods may create additional opportunities for employers to manage working patterns in ways that delay qualification. For example, employers may seek to redistribute work, reduce hours during particular periods, or manage scheduling patterns to avoid workers establishing a sufficient pattern of regular work to qualify for a guaranteed-hours offer. The effectiveness of any reference period will therefore depend on robust anti-avoidance provisions and ensuring that guaranteed-hours offers reflect genuine working patterns rather than workforce planning decisions designed to avoid obligations under the legislation.

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

A 26-week reference period

Q5.b: Please explain your answer

Consistency between directly engaged and agency workers is important in reducing opportunities for avoidance. Agency workers should not receive weaker protection because of the structure of their working relationship. Adopting the same reference period for both groups would create a simpler and more coherent system for workers and employers.

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

A 26-week reference period

Q6.b: Please explain your answer

The factors that support a 26-week initial reference period continue to apply once a worker has received a guaranteed-hours offer. A longer review period is more likely to capture a representative pattern of work across busy and quieter periods and is less likely to be distorted by short-term fluctuations in workload.

A 12-week review period may be too responsive to temporary peaks and troughs in work and could result in frequent changes to guaranteed-hours offers that do not reflect a worker's longer-term pattern of employment. This could undermine one of the key objectives of the reforms, namely providing workers with greater certainty and predictability.

Our survey findings also suggest that workers favour relatively infrequent reviews. When asked how often guaranteed-hours entitlement should be reviewed, 26.3% of respondents selected every six months, compared with only 8.2% who selected every 12 weeks. A further 25.7% favoured annual reviews. This suggests that workers place value on stability and do not expect contractual arrangements to be recalculated every few months.

A 26-week review period strikes an appropriate balance between stability and responsiveness. It allows guaranteed-hours arrangements to evolve when genuine long-term changes in working patterns occur, while reducing the risk that contractual guarantees fluctuate in response to short-term operational changes, seasonal peaks or individual productions.

As with the initial reference period, effective implementation will depend on robust record-keeping and anti-avoidance measures. Employers should maintain clear records of hours worked and workers should have access to the information used to calculate entitlement. The Government should also ensure that employers cannot manipulate hours or scheduling patterns during the review period in order to reduce future guaranteed-hours entitlements.

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

Yes

Q7.b: Please explain your answer

Reference periods should begin immediately after the previous reference period ends in order to ensure that guaranteed-hours offers continue to reflect actual working patterns. Introducing gaps between reference periods would create periods during which regular work could be undertaken without being taken into account for the purposes of guaranteed-hours entitlement.

In our survey of 369 zero hour contract workers, respondents reported significant variation in working hours, with 36.9% reporting large variations in hours and a further 30.7% describing their hours as very unpredictable.

However, these fluctuations were often linked to identifiable and recurring patterns. 46.6% reported regular seasonal peaks and troughs in workload, while 38.7% reported peaks and troughs that vary from year to year. The most commonly cited causes of variation were seasonal demand (61.3%), production or project schedules (57.8%) and employer scheduling decisions (40.4%). Continuous reference periods help ensure that changes in working patterns arising from these factors are captured and that contractual arrangements remain representative of the work actually being undertaken.

Creating breaks between reference periods could incentivise employers to manage work allocation around those gaps, delaying or preventing workers from qualifying for guaranteed-hours offers that reflect their established pattern of work.

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

A 26-week reference period

Q8.b: Please explain your answer

The reference period for agency workers should mirror that for directly engaged workers. Applying different timeframes would increase administrative complexity and could create incentives for employers to organise work through agencies in order to benefit from a less protective regime. Consistent reference periods would provide clarity for workers and employers alike while helping to prevent agency work becoming a loophole through which guaranteed-hours rights can be avoided.

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

Yes

Q9.b: Please explain your answer

Consistency between directly engaged and agency workers is important both for fairness and to minimise opportunities for avoidance. Agency workers should not receive weaker protections simply because of the structure of their employment relationship.

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.

We do not consider a separate regularity test to be the primary determinant of eligibility. In most cases, a six month reference period combined with historic working patterns will be sufficient to identify whether there is a genuine ongoing employment relationship. This is particularly important in the cultural sector, where workers may experience significant fluctuations in hours as a result of seasonal demand, production schedules and programming cycles.

Survey evidence indicates that our members on zero-hours contracts often have irregular but ongoing patterns of work. More than two-thirds of respondents (68.3%) reported having another paid job alongside their current role, while 61.3% identified seasonal demand and 57.8% identified production or project schedules as drivers of fluctuations in hours. Workers can have genuine and long-standing relationships with employers without working identical patterns every week.

However, if Government decides that a regularity requirement is necessary, we would support Option A. A weekly distribution requirement is preferable to a combined weekly distribution and total-hours requirement because it focuses on the existence of an ongoing employment relationship rather than the accumulation of a particular number of excess hours. It is also simpler for workers and employers to understand, less administratively complex, and less likely to incentivise employers to restrict overtime or redistribute work between workers in order to prevent qualification.

Any regularity requirement should be designed in a way that reflects the realities of work in the cultural sector and does not exclude workers whose hours fluctuate because they balance employment alongside freelance work, creative practice, study, caring responsibilities or other commitments.

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?

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

Q11.b: Please explain your answer

A separate regularity requirement should not be the primary determinant of eligibility. However, if Government decides that a weekly distribution requirement is necessary, it should be set at the least restrictive level.

A six-week requirement is more likely to capture workers with a genuine ongoing relationship with their employer, including workers whose hours fluctuate because of seasonal demand, production schedules or other established working patterns common in the cultural sector.

A higher threshold of eight, ten or twelve weeks risks excluding workers who are clearly part of the regular workforce but whose work is concentrated around productions, events, festivals or other predictable peaks in activity. This would also accommodate workers who deliberately limit their availability because they have other employment, freelance work or creative projects. It would also increase opportunities for employers to manipulate schedules in ways that delay or prevent qualification.

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?

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

Q12.b: Please explain your answer

A worker can have a genuine and ongoing employment relationship without accumulating large numbers of excess hours. The purpose of the right should be to identify workers whose actual working patterns differ from their contractual arrangements, rather than to require workers to clear a further hurdle based on an arbitrary number of hours worked above contract.

Higher excess-hours thresholds could incentivise employers to limit overtime, redistribute work between workers or structure rotas in ways that prevent qualification. They could also disadvantage workers who are part of the regular workforce, but must limit their availability because of freelance work, caring responsibilities, study or other employment.

If Government nevertheless decides to introduce a total-hours requirement, we support the lowest available option. Any such requirement should be designed to support the identification of genuine ongoing employment relationships rather than create an additional barrier to qualification.

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.

Q14.b: Please explain your answer

We favour Option A. The rules for agency workers should align as closely as possible with those for directly engaged workers. Creating additional qualification requirements for agency workers risks creating loopholes and incentives for employers to rely on agency arrangements in order to avoid guaranteed-hours obligations. A weekly distribution requirement provides a clearer and simpler test while ensuring that workers with genuine ongoing patterns of work are not excluded from protection.

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)?

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

Q15.b: Please explain your answer

If a weekly distribution requirement applies to agency workers, it should be set at the least restrictive level, as with directly employed workers. A six-week requirement is more likely to capture agency workers who have a genuine and ongoing relationship with a hirer, while recognising that agency assignments are not always evenly distributed across a reference period. The focus should be on identifying continuity of work and an ongoing employment relationship, rather than requiring work to be performed in every or almost every week.

Higher thresholds risk excluding workers who undertake regular work for the same hirer over time but experience gaps between jobs and may create additional opportunities for avoidance.

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?

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

Q16.b: Please explain your answer

Agency workers may undertake regular work for a hirer while experiencing fluctuations in hours or gaps between assignments. A high total-hours threshold risks excluding workers with an established and continuing relationship from access to guaranteed-hours protections.

We believe that regularity can be measured without a total-hours requirement, but if it is introduced, we support the lowest available option in order to minimise additional barriers to qualification and reduce opportunities for avoidance.

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.

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

Q17.b: Please explain your answer

The purpose of any regularity requirement should be to identify continuity of work and a genuine ongoing working relationship, not to create additional barriers to qualification. Scaling the requirement for longer reference periods could exclude agency workers whose work is concentrated around particular productions, projects or periods of demand, despite an ongoing relationship with a hirer.

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?

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

Situations such as maternity, adoption or long-term sickness cover, emergency venue closures, health and safety incidents, or major operational disruption arise from identifiable events and should not justify the creation of a broader category of temporary need which could create a route through which employers can maintain long-term casualisation.

Fluctuating demand alone should not automatically constitute temporary need. Evidence from our survey of Bectu members on zero-hour contracts suggests that variations in hours are frequently linked to seasonal demand (61.3%) and production or project schedules (57.8%). While work patterns may fluctuate, these changes are often predictable and should normally be addressed through workforce planning rather than reliance on temporary-need exemptions.

We have recommended a 26-week reference period precisely because work in the cultural and creative industries is often characterised by seasonal, cyclical and project-based fluctuations. A longer reference period is better able to capture these variations in demand and should reduce the need for broad temporary-need exemptions based on seasonal activity. Creating both a longer reference period and a wide-ranging temporary-need exemption risks counting the same fluctuations twice and could undermine the effectiveness of the right to guaranteed hours.

In sectors such as theatre, live events and cinema, recurring patterns including seasonal programming, annual festivals, tourism peaks, pantomime seasons, dark weeks and other predictable peaks and troughs in activity are foreseeable features of business operations. These should not generally be treated as temporary need for the purposes of these regulations. Temporary need should be confined to genuinely exceptional or unforeseen circumstances rather than predictable variations in demand that form part of the normal operation of the business.

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

Mean average

Q19.b: Please explain your answer

Where a 26-week reference period is used, the mean average is more likely to reflect the total volume of work undertaken across that period and therefore provide a fairer basis for calculating a guaranteed-hours offer. The objective of the legislation should be to ensure that contracts reflect the reality of the work workers perform, including periods of increased activity that form a normal and expected part of employment in the creative industries.

The interaction between the reference period and the calculation method is important. If the Government adopts a 12-week reference period, there is a stronger argument for using the median to reduce the impact of unusually busy or quiet periods. However, our preferred approach is a 26-week reference period precisely because it captures those fluctuations across a longer period. In that context, the mean is more appropriate because it reflects the overall pattern of work actually undertaken by the worker.

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

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

Q20.b: Please explain your answer

We do not support allowing flexibility in the period over which guaranteed hours are allocated, as we believe there is already provision to do so through the collective agreement variation in the act.

We understand that a rigid weekly requirement will not always reflect how work is organised in practice across the cultural sector. Many workplaces operate around production cycles, seasonal programmes, festivals, annualised hours arrangements or other established patterns of work.

At the same time, flexibility should not be used to recreate one-sided flexibility through contractual arrangements that make earnings or working time unpredictable. Workers should receive a meaningful guarantee of hours and income regardless of the period over which those hours are allocated.

Collective agreements should play an important role where alternative arrangements are appropriate and ensuring that flexibility reflects worker preferences rather than employer convenience. Where alternative allocation periods are used, they should continue to provide meaningful guaranteed hours and predictable income.

Q20.c: (if yes) Which of the following time periods should employers be able to choose?

A week, a month, or other as is set out through collective agreements

Q20.d: Please explain your answer

Weekly, monthly and other allocation periods can work well where they reflect genuine working patterns and provide meaningful security. We represent workers at several employers offering guaranteed hours on monthly scheduling models at present, which better reflect operational requirements and worker preferences.

However, alternative allocation periods should not be used in a way that undermines predictability. Monthly allocation should not allow guaranteed hours to be disproportionately concentrated into a small number of weeks or otherwise recreate the uncertainty that these reforms are intended to address.

Collective agreements should be organised to provide for alternative allocation periods where these better reflect the realities of a particular workforce or industry. Where hours are allocated over longer periods, workers must continue to receive reasonable advance notice of their schedules and meaningful certainty regarding both the minimum hours they will work and the income they can expect to receive.

21.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 month

Q21.b: Please explain your answer

If Government decides to mandate a single allocation period for guaranteed-hours offers, a monthly model can provide flexibility while still ensuring workers receive a meaningful minimum level of guaranteed work and income. It may also better reflect working patterns in parts of the cultural sector, where work is organised around productions, programmes, events and other operational cycles rather than fixed weekly schedules.

A monthly allocation can make it easier for workers to balance multiple jobs, caring responsibilities, study or freelance work while maintaining a degree of income security. However, any monthly model should still provide workers with adequate predictability and should not allow employers to concentrate guaranteed hours into a small part of the month or otherwise recreate one-sided flexibility.

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

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

Q22.b: Please explain your answer

The purpose of the legislation is to ensure that contractual hours reflect actual working patterns. If a margin is considered necessary for administrative simplicity, it should be limited to rounding up to the next whole hour and should not reduce workers' entitlement.

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

Mean average

Q23.b: Please explain your answer

We support the use of the mean average for agency workers for the reasons set out in our response to Question 19. Where a 26-week reference period is used, the mean is more likely to reflect the overall pattern and volume of work undertaken over time.

The calculation method for agency workers should align with that used for directly engaged workers. Applying different approaches would increase complexity and risk creating incentives to structure work through agency arrangements in order to benefit from a less protective regime. Consistency between the two systems will help ensure that agency work does not become a route through which guaranteed-hours rights can be avoided.

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)

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

Q24.b: Please explain your answer

Consistent rules should apply to directly engaged and agency workers to reduce complexity, avoid creating incentives to structure work through agencies, and ensure comparable workers receive equivalent protections regardless of how they are engaged.

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, or other as is set out through collective agreements

Q24.d: Please explain your answer

As set out in our response to Q20.d, we support weekly, monthly and other allocation periods where they reflect genuine working patterns and provide meaningful certainty for workers, developed through collective agreements with a trade union. The same approach should apply to agency workers in order to ensure consistency, reduce complexity and avoid creating incentives to structure work through agencies in order to access different rules.

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 month

Q24.f: Please explain your answer

As set out in our response to Q21.b, we would support a monthly allocation period if Government decides to mandate a single allocation period for guaranteed-hours offers.

The same approach should apply to agency workers in order to ensure consistency, reduce complexity and avoid creating incentives to structure work through agencies in order to access different rules.

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

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

Q25.b: Please explain your answer

As set out in our response to Q22.b, we do not support the use of an adjustment margin to reduce the number of guaranteed hours generated by the calculation.

If an adjustment margin is considered necessary for administrative simplicity, it should be limited to rounding up to the next whole hour and should not reduce workers' entitlement.

The same approach should apply to agency workers in order to ensure consistency, reduce complexity and avoid creating incentives to structure work through agencies in order to access different rules.

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

No, there should not be certain types of workers excluded

Q26.c: If no, please explain your answer

Excluding particular categories of workers would risk creating gaps in protection and incentivising employers to structure work in ways that avoid the legislation. The key consideration should be the reality of the working relationship and working pattern, rather than the occupation, sector or contractual label under which work is performed.

Evidence from the theatre, live entertainment and screen sectors suggests that workers can have long-term and ongoing relationships with employers despite significant variations in hours. Workers should not be excluded from protection simply because work is organised through variable or non-standard patterns of engagement.

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

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

Q27.c: If no, please explain your answer

We do not believe that any categories of workers should be excluded from the right to guaranteed hours. The purpose of the legislation is to address one-sided flexibility and provide greater security for workers who experience unpredictable hours and income. Excluding particular groups of workers risks creating gaps in protection and incentivising employers to structure work in ways that avoid the legislation.

The key consideration should be the reality of the working relationship and working pattern, rather than the occupation, sector or contractual label under which work is performed.

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

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

Q28.c: If no, please explain your answer

Broad exclusions risk creating loopholes and incentivising employers to use agency arrangements in order to avoid the legislation. Consistent rules should apply to directly engaged and agency workers wherever possible.

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?

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

Q29.c: If no, please explain your answer

As set out in our response to Q27.c, there should not be circumstances in which qualifying workers are excluded from the right to receive a guaranteed-hours offer.

Agency workers can experience the same insecurity of hours and income as directly engaged workers and should receive equivalent protections. Consistent rules should apply wherever possible in order to reduce complexity, avoid creating loopholes and prevent employers from structuring work through agency arrangements to access different treatment.

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

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?

Our preferred approach would be for agencies and hirers to have joint and several liability for the duty to make a guaranteed hours offer.

Workers should not be required to determine which party is responsible before exercising their rights. Both agencies and hirers influence working patterns, hold relevant information about assignments and hours worked, and benefit from the labour provided by the worker. Joint and several liability would therefore provide the clearest route to enforcement and reduce opportunities for responsibility to be shifted between different parties in the labour supply chain.

If Government nevertheless decides that responsibility must sit with a single party, the duty should fall on the agency where the worker's working pattern is determined across multiple assignments arranged by that agency, as the agency may be best placed to assess continuity of work and make a meaningful guaranteed-hours offer.

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?

Consistent rules should apply as far as possible to directly engaged and agency workers. Agency working arrangements should not create a route through which employers can avoid providing equivalent protections or make it more difficult for workers to access their rights. Regularity requirements should not become more restrictive simply because work is undertaken through an agency rather than directly with a hirer.

Our preference is for agencies and hirers to have joint and several liability for the duty to make a guaranteed-hours offer. Workers should not be required to determine which party is responsible before exercising their rights.

Where responsibility for making an offer falls on an agency rather than a hirer, any assessment of working patterns should reflect the reality of the worker's engagement. This may require consideration of work undertaken across multiple assignments arranged by the same agency where that is necessary to identify continuity of work and an ongoing working relationship.

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

Q32.b: Please explain your answer.

Women may be particularly affected because they continue to undertake a disproportionate share of caring responsibilities and are overrepresented in part-time and insecure work. Greater predictability of hours and income may support workers in arranging childcare and balancing paid work with caring responsibilities. However, the Government should also consider how employers allocate additional hours in practice. If additional work becomes concentrated amongst workers with unrestricted availability, workers with caring responsibilities may be disadvantaged in access to future work opportunities.

Disabled workers may particularly benefit from greater certainty over working hours and income. However, some disabled workers have fluctuating health conditions, treatment schedules or varying capacity to work over time. The design of the threshold, reference period and regularity requirements should therefore avoid disadvantaging workers whose availability fluctuates for disability-related reasons. Particular care should be taken to ensure that workers are not excluded from protection because of temporary changes in working patterns linked to ill health or treatment.

Our survey also identified concerns regarding the allocation of work and additional hours. Respondents reported instances of favouritism, workers being disadvantaged after declining shifts, and access to work being influenced by availability. These practices may have a disproportionate impact on workers with protected characteristics. The Government should also consider whether additional protections against detriment are required to ensure that workers are not disadvantaged in access to future work because they have exercised legitimate choices about accepting or declining additional hours.

The interaction between guaranteed-hours arrangements and the welfare system also requires careful consideration. Greater predictability of earnings may provide significant benefits for some workers and may reduce reliance on insecure work. However, changes in working patterns and earnings may affect Universal Credit entitlement and other means-tested support. The Government should monitor these impacts during implementation.

More broadly, any assessment of equality impacts should consider not only eligibility for guaranteed-hours offers but also how the reforms affect access to additional hours, progression and future work opportunities. Greater contractual security should not be achieved at the expense of equal access to work for workers sharing protected characteristics.

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

The success of these reforms will depend not only on the specific thresholds, reference periods and calculation methods that are adopted, but on whether the framework as a whole delivers meaningful improvements in security for workers.

Our evidence suggests that many workers in the creative industries experience both insecurity and underemployment. While flexibility remains important for some workers, there is also substantial demand for greater certainty over hours and income. The legislation should therefore focus on ensuring that guaranteed-hours offers reflect the reality of working patterns rather than creating a new category of low-hours contracts that provide limited additional security.

We are particularly concerned to ensure that employers do not respond to the reforms by restructuring work, redistributing hours, increasing reliance on agency arrangements or otherwise altering working patterns in ways that undermine the intention of the legislation. Robust anti-avoidance measures, transparent record-keeping requirements and effective enforcement mechanisms will therefore be critical.

The creative industries are characterised by seasonal, cyclical and project-based working patterns. However, many of these fluctuations are foreseeable and should normally be addressed through workforce planning rather than through broad exemptions from the right to guaranteed hours. The regulatory framework should recognise the realities of creative work without allowing predictable patterns of demand to become a justification for ongoing insecurity.

Collective bargaining should play a central role in implementation. Trade unions and employers are often best placed to develop arrangements that reflect established working patterns while maintaining the core protections intended by the legislation. Collective agreements should therefore remain an important mechanism for delivering flexibility where workers genuinely value it, while ensuring that all workers benefit from a meaningful baseline of security and predictability.

Part 2

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?

Other (please specify): No Threshold

Q34.b: Please explain your answer

Unpredictable scheduling practices affect workers regardless of how many contractual hours they have. Workers should not lose protection from short-notice scheduling simply because they move onto a higher-hours contract.

Applying an hours threshold would create unnecessary complexity, reduce coverage and risk creating new incentives for employers to structure contractual arrangements in ways that limit access to these protections. If Government nevertheless decides to introduce a threshold, it should be set as high as possible to maximise coverage and ensure that workers with genuinely variable and unpredictable working patterns remain protected.

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

Q35.b: Please explain your answer

The impact of short-notice scheduling, cancellation or curtailment arises from the relationship between the worker and the hirer responsible for allocating the work. Assessing entitlement by reference to guaranteed hours across multiple hirers could exclude workers from protection even where work for a particular hirer remains unpredictable.

Consistent with our wider approach, agency workers should receive protections equivalent to those available to directly engaged workers. Agency arrangements should not create a route through which employers can avoid those protections.

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

Other (please specify): No Threshold

Q36.b: Please explain your answer

As set out in our response to Q34.b, we do not believe there should be an hours threshold for the right to reasonable notice of shifts or the right to payment where shifts are cancelled, moved or curtailed at short notice.

Agency workers can experience the same disruption and financial insecurity arising from short-notice scheduling as directly engaged workers. Consistent rules should apply to both groups in order to reduce complexity, avoid creating loopholes and prevent agency working arrangements being used to access different protections.

If Government nevertheless decides to introduce a threshold, it should be set as high as possible to maximise coverage.

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

3 weeks

Q37.b: Please explain your answer

We support a presumption of at least three weeks' notice for directly engaged workers. Current scheduling practices often provide workers with insufficient time to plan work and personal commitments. These reforms should drive a meaningful improvement in predictability rather than risk legitimising existing short-notice scheduling practices.

Current practice means that workers are frequently expected to organise work, caring responsibilities and other commitments with very limited advance warning. Almost a quarter of respondents (24.6%) reported usually receiving less than one week's notice of their work schedule, while 51.1% receive less than two weeks' notice. By contrast, only 12.6% regularly receive more than four weeks' notice.

Our survey found strong support for longer notice periods than many workers currently receive. While two weeks was the single most popular response (30.4%), a further 14.2% selected three weeks, 22.3% selected four weeks and 10.5% selected more than four weeks. Taken together, almost half of respondents (47.0%) considered three weeks or more to be reasonable notice of their work schedule.

Creative industry workers commonly balance multiple jobs, freelance work, creative practice, study and caring responsibilities. More than two-thirds of respondents to our survey had another paid job alongside their current role. Workers frequently described the difficulties created by short-notice scheduling, rota changes and cancellations, including being unable to accept alternative work, arrange childcare, plan travel or manage their finances with confidence.

At the same time, scheduling arrangements must reflect how work operates in practice. In many workplaces, employers require workers to submit their availability before schedules can be finalised. The legislation must also ensure that workers are not expected to commit their availability excessively far in advance, to ensure that workers also maintain control over their schedules. We therefore believe that workers should normally be required to provide availability no more than one week in advance of the three-week notice period.

A framework in which workers submit availability up to one week ahead and employers provide schedules at least three weeks before work takes place would create a fair balance between flexibility and predictability. It would preserve genuine worker choice while ensuring that employers take responsibility for workforce planning and provide workers with meaningful notice of when they will be required to work.

Where patterns of demand are foreseeable, employers should not routinely transfer scheduling risks onto workers through short-notice shift allocation. Seasonal demand, production schedules and programming changes were among the most commonly cited causes of fluctuating hours in our survey, but many of these factors can be anticipated. A three-week presumption would encourage better workforce planning, provide workers with meaningful predictability, and better support those balancing employment alongside other work, caring responsibilities and wider commitments.

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

Where staffing requirements are foreseeable, employers should be expected to provide more than the minimum notice period. The legislation should encourage effective workforce planning and prevent the unnecessary use of short-notice scheduling where work could reasonably have been allocated earlier.

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

Any circumstance requiring shorter notice should be limited to genuinely unforeseen events that could not reasonably have been anticipated or mitigated through effective workforce planning.

This may include serious health and safety incidents, emergency venue closures, severe weather events or major transport disruption. However, exceptions should be narrowly defined and interpreted strictly.

Shorter notice should not be justified by routine operational decisions, staffing shortages, poor workforce planning or foreseeable fluctuations in demand. Employers should be expected to anticipate and manage such circumstances wherever reasonably possible.

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

3 weeks

Q40.b: Please explain your answer

Agency workers experience many of the same challenges associated with short-notice scheduling as directly engaged workers. They may balance multiple jobs, freelance work, study, caring responsibilities and other commitments, and therefore require sufficient notice to make informed decisions about accepting work and organising their wider responsibilities.

Consistent rules should apply to agency and directly engaged workers wherever possible. Applying a lower notice standard to agency work would risk creating incentives for employers to structure work through agency arrangements in order to benefit from a less protective regime. The right to reasonable notice should not be weakened simply because work is supplied through an agency.

Q43.a: Should there be any types of hirers that 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.c: Please explain your answer

Workers experience the impact of short-notice scheduling regardless of the type of hirer involved. Exempting particular categories of hirer would undermine the effectiveness of the right, create inconsistencies in protection and risk incentivising employers to structure working arrangements in ways that reduce accountability.

Any genuinely exceptional circumstances should be addressed through the framework for determining what constitutes reasonable notice, rather than through blanket exemptions from liability. Where a hirer is responsible for scheduling work, they should remain responsible for complying with the requirements of the legislation.

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

7 days

Q44.b: Please explain your answer

Workers may incur financial loss and disruption well before a shift is due to take place. Workers will often have turned down other work opportunities, arranged childcare and scheduled travel.

This is especially pertinent for sectors like the creative industries, characterised by portfolio careers and multiple job holding. More than two-thirds of zero hour contract workers that we surveyed reported having another paid job alongside their current role. Many on portfolio careers, common across the creative industries, must balance multiple schedules, often meaning lost work in the case of last-minute cancellations or late shift scheduling.

In our survey of 369 zero hour contract workers, short-notice cancellations emerged as one of the strongest concerns raised by respondents. At present, 84% never or sometimes receive compensation upon cancellation.

Cancellation protections are not simply a mechanism for compensating workers after the event. They also create incentives for employers to improve workforce planning, reduce unnecessary cancellations and make more realistic staffing decisions in the first place. A short-notice period of seven days, alongside a very short notice period of 48 hours, would support these behavioural changes by encouraging employers to confirm staffing requirements earlier and reducing the transfer of commercial risk onto workers.

A short notice period set at any less than seven days would disadvantage workers as employers often cancel shifts just before the threshold for cancellation payments. Our collective agreement with SOLT and UK Theatre that covers cancellation fees demands a cancellation payment of four hours at the rate of the workers’ pay rate for anything less than 48 hours’ notice (and at least 24 hours in the case of a casual). But employers often schedule cancellations just after this deadline to get around payments.

For example, a recent case of a Bectu sector member, a theatre dresser engaged on a zero-hours contract who had reserved almost three weeks for a theatre production expected to earn around £2,650, but who then received only around £600 after the entire schedule was cancelled. Most dates were cancelled with two or three days' notice, just beyond the 48 hour trigger point for payment. Because compensation was only triggered for a limited number of cancellations within the relevant notice period, around £2,000 of expected earnings was lost. The worker was also unable to secure alternative work, incurred additional costs from rearranging a family holiday around the production schedule, and experienced significant stress and uncertainty. If there were a seven-day short notice cancellation period, as well as the 48 hour protection paid at a higher level, this worker would have been far more protected.

Employers can continue to rely on late schedule changes even where cancellation payments exist, especially if the timeframe for cancellation payments is set too low. A payment set at only a few hours' wages does not reflect the true costs imposed on workers, nor does it create a sufficient incentive for employers to improve workforce planning. We therefore believe that short notice and very short notice should be treated distinctly, with compensation levels that both protect workers from the wider consequences of cancellation and encourage employers to organise work in ways that reduce the likelihood of last-minute changes arising in the first place.

A seven day threshold for short notice alongside a very short notice period of 48 hours, would encourage better workforce planning and help ensure that the risks and costs associated with cancellations are not transferred disproportionately onto workers.

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

2 days

Q45.b: Please explain your answer

A cancellation within 48 hours is likely to have a particularly significant impact on workers. By this stage, workers will often have made firm arrangements to undertake the shift and may have little or no realistic opportunity to secure replacement work or reorganise their commitments. The financial and practical consequences of a cancellation therefore increase significantly as the notice period shortens.

Experience from collective agreements also supports the need for a separate very short notice category. Existing agreements in parts of the creative industries already recognise that cancellations within 48 hours have a significantly greater impact on workers than cancellations made further in advance.

We therefore believe that cancellations made within 48 hours should be treated as a distinct category of very short notice, separate from the wider short-notice period of seven days, reflecting the significantly greater impact on workers and the very limited opportunity to mitigate the consequences of cancellation.

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

7 days

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

2 days

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

Q48.b: Please explain your answer

Short-notice payments should reflect the actual financial loss experienced by the worker. Using National Living Wage or National Minimum Wage rates could significantly undercompensate some workers and weaken the deterrent effect of the policy. Where collective agreements have been reached to deliver higher rates of pay, relying on a lower rate for some purposes undermines the value of that negotiated rate This would, in turn, work against the Government's wider policy objective to 'Make Work Pay'.

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?

50%

Q49.b: Please explain your answer

Analysis from the Living Wage Foundation in 2023 demonstrates that workers already bear substantial costs arising from one-sided flexibility. 27% of workers with varying hours reported additional travel costs due to short-notice scheduling, while 17% incurred higher childcare costs. The report found that these insecurity-related costs could amount to as much as £600 per year for affected workers. Applying these figures to the UK's 1.23-1.24 million zero-hours contract workers suggests that workers may collectively be bearing around £125-127 million a year in insecurity-related costs, before accounting for the cost in lost income for cancelled shifts.

In Bectu's big survey, 52% of zero-hour contract workers had a job cancelled at short notice in the previous 12 months. Only 16% said they felt secure in their job. And 61.9% earned less than £20,000, with 62% finding things financially difficult and 27% planning to leave the creative industries within the next five years. In the previous 12 months, zero-hours workers reported significant financial challenges:

- 14.7% had taken on debt to pay bills
- 14.7% had moved back in with family
- 12.9% were unable to pay household bills
- 10.3% had applied for Universal Credit
- 8.6% were unable to pay rent/mortgage
- 3.5% had used a foodbank

A payment of 50% reflects the disruption and loss experienced by workers while recognising that the cancellation occurred before the shift was due to take place. In our survey of zero hour contract workers, 80.6% of respondents believed some compensation should be payable where a shift is cancelled less than seven days before it starts. The most common response was compensation of 50% of expected pay, supported by 39.8% of respondents.

Experience from our collective agreements demonstrates that cancellation payments can change employer behaviour when they are set at a meaningful level and apply sufficiently far in advance. For example, under our agreement with Pact covering crew engaged on commercial productions, cancellations made 6-4 days before an engagement attract a payment of 50% of the agreed fee, rising to 75% for cancellations 3-2 days before an engagement and 100% the day before. In practice, this has encouraged productions to make bookings only when they are reasonably confident that workers will be required. As a result, the use of speculative bookings that do not ultimately materialise has been significantly reduced.

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?

50%

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?

Other: 100%

Q52.b: Please explain your answer

A payment of 100% reflects the reality that a cancellation made less than 48 hours before a shift is due to start is likely to result in the worker bearing the full loss of earnings, with little or no realistic opportunity to secure replacement work. By this stage, workers will often have committed their time, arranged childcare, scheduled travel, turned down other work opportunities and made other practical arrangements in order to undertake the shift.

This is particularly important in the creative industries, where portfolio careers and multiple job holding are common. More than two-thirds of zero-hours contract workers that we surveyed reported having another paid job alongside their current role. Workers frequently have to decline alternative paid work in order to remain available for a scheduled shift. A cancellation within 48 hours therefore does not simply remove expected earnings; it may also remove opportunities that cannot realistically be recovered.

Our survey findings demonstrate strong support for full compensation in these circumstances. When asked what level of compensation would be fair for a shift cancelled less than 48 hours before it starts, 56.2% of respondents supported compensation equivalent to 100% of expected pay, while 72.6% supported compensation of at least 80% of expected pay. This suggests that workers regard cancellations within 48 hours as fundamentally different from cancellations made earlier and believe that workers should not bear the financial consequences of employer decisions made at such short notice.

A payment of less than 100% risks transferring a significant proportion of the commercial risk associated with cancellation onto workers who have already committed their time and are unable to mitigate the loss. In practice, workers often suffer the full consequences of cancellation while employers face only a fraction of the associated cost.

Full compensation also serves an important behavioural purpose. Cancellation protections should not only compensate workers after the event but encourage better workforce planning and reduce unnecessary cancellations. Experience from our collective agreements demonstrates that meaningful cancellation payments influence employer behaviour by discouraging speculative bookings and encouraging employers to confirm staffing requirements before committing workers' time. A requirement to pay 100% of expected earnings where a shift is cancelled within 48 hours would create a strong incentive for employers to avoid last-minute cancellations and ensure that the costs of poor workforce planning are not borne disproportionately by workers.

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

No

Q53.c: If no, please explain your answer

Workers experience the financial consequences of cancellations regardless of the reason for the cancellation. Creating exemptions risks undermining the effectiveness of the right and may create disputes about whether a particular circumstance falls within an exemption.

Genuine emergencies, such as serious health and safety incidents, emergency venue closures or severe weather events, should instead be taken into account through the wider framework governing what constitutes reasonable notice and the circumstances of the cancellation, rather than through blanket exemptions from liability.

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

No

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

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.c: If no, please explain your answer.

Broad exemptions could create incentives for employers to structure arrangements in ways that minimise liability rather than improve workforce planning and compliance.

In sectors such as theatre, live entertainment and events, working arrangements can involve multiple parties. Workers should not lose access to redress because responsibility is divided between agencies, employers and hirers.

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?

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

In sectors such as theatre, live entertainment and events, responsibility may sit across hirers, employers and agencies. The legislation should ensure that workers can recover compensation where losses have been caused by decisions within the hirer's control.