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Paper: “Legal Nature and Regulatory Models of Zero-Hours Contracts in a Comparative Legal Perspective”

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Reviewer 1: Maurizio Rija
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Reviewer Name: MAURIZIO RIJA	
University, Country: University of Calabria - Italy	
Date Manuscript Received: 17/06/	Date Review Report Submitted: 18/06/2026
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Evaluation Criteria:

Please give each evaluation item a numeric rating on a 5-point scale, along with a thorough explanation for each point rating.

Questions	Rating Result [Poor] 1-5 [Excellent]
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1. The title is clear, and it is adequate for the content of the article.	
The title of the paper, “Legal Nature and Regulatory Models of Zero-Hours Contracts in a Comparative Legal Perspective,” is clear, precise, and fully appropriate to the context and content of the work. I have several reasons for this: Regarding the definition of its subject matter, the paper addresses the doctrinal challenge of legally qualifying “zero-hours” contracts. The title correctly anticipates that the study is not limited to a description, but investigates the legal nature of the institution. Regarding methodological clarity, the reference to the “comparative legal perspective” is accurate, as the text thoroughly and structuredly analyzes the models of four different jurisdictions (the United Kingdom, Ireland, Germany, and the Netherlands) and compares them with ILO international standards and EU directives. Regarding relevance, the title correctly reflects the focus not only on theory, but also on the various regulatory approaches (from prohibition to limitation, to the creation of minimum protections) that are examined to draw conclusions for the Georgian context. In short, the title immediately communicates to the reader both the topic (the nature of zero-hours contracts) and the method and objective (comparative analysis for regulatory purposes), faithfully reflecting the entire research structure.	
2. The abstract presents objectives, methods, and results.	
The paper’s abstract is comprehensive and well-structured, containing the three key elements required for an academic synthesis. In particular, the abstract clearly defines the purpose of the study: to determine the employment law classification of the zero-hours contract and distinguish it from a service contract. It also highlights the need to fill the Georgian regulatory gap through the analysis of comparative models. Furthermore, the text explicitly states the use of a methodological approach based on doctrinal, comparative-legal, and functional methods. It specifies that the analysis extends to the models of the United Kingdom, Ireland, Germany, and the Netherlands, along with international standards. Finally, the main findings of the research are summarized, confirming that the zero-hours contract does not constitute an autonomous labor law institution. It is emphasized that the classification must be based on the substance of the relationship (subordination, organizational integration, economic dependence) rather than the contractual form, while also highlighting the risks of legal uncertainty in the absence of specific regulation.	
3. There are a few grammatical errors and spelling mistakes in this article.	
<i>(Please insert your comments)</i>	
4. The study methods are explained clearly.	
The research methods are clearly stated, although the explanation is very concise and essentially methodological. The methodology section clarifies that the study is based on a combination of three main methods: • Dogmatic method: used to analyze the legal nature of zero-hour contracts through the study of legal doctrine, statutes, international standards, and case law. • Comparative-legal method: applied to examine in detail the regulatory models of the United Kingdom, Ireland, and Germany. • Functional method: used to evaluate and compare the different approaches adopted by various states in resolving the common legal challenges posed by these contracts. The clarity lies in the fact that the authors explicitly state the theoretical tools they will use to analyze the problem. As this is a purely legal and doctrinal article, the explanation focuses on the criteria for interpreting the law (such as subordination or economic dependence) rather than on empirical or statistical data.	

5. The results are clear and do not contain errors.	
The research methods are clearly stated, although the explanation is very concise and essentially methodological. The methodology section clarifies that the study is based on a combination of three main methods: • Dogmatic method: used to analyze the legal nature of zero-hour contracts through the study of legal doctrine, statutes, international standards, and case law. • Comparative-legal method: applied to examine in detail the regulatory models of the United Kingdom, Ireland, and Germany. • Functional method: used to evaluate and compare the different approaches adopted by various states in resolving the common legal challenges posed by these contracts. The clarity lies in the fact that the authors explicitly state the theoretical tools they will use to analyze the problem. As this is a purely legal and doctrinal article, the explanation focuses on the criteria for interpreting the law (such as subordination or economic dependence) rather than on empirical or statistical data. The findings of this research are clear and consistent with the intended academic objectives, as the analysis faithfully follows the principles of comparative labor law. The robustness of the findings is based on logical conclusions aligned with international standards. This clarity stems from a clear conceptual distinction that the authors demonstrate in a straightforward manner: • It is clarified that a zero-hour contract is not an autonomous legal category. Actual employment status is determined solely by the actual content of the relationship, ignoring the formal "title" of the contract. • The study precisely identifies the pillars for classifying the relationship as subordinate employment: factual subordination, personal performance, organizational integration, and economic dependence. • It is clearly explained that a zero-hour contract emphasizes the outcome of the work and the independence of the contractor, while a zero-hour contract incorporates typical constraints of subordinate employment, such as the obligation to perform personal work. The scientific accuracy of the findings is reflected in their perfect consistency with the supranational and European legal sources analyzed in the text: • Alignment with the ILO: The authors' conclusions fully reflect Recommendation No. 198 of the International Labour Organization, which requires economic and legal reality to prevail over formal contractual definitions. • Compliance with EU Directives: The analysis of Directive (EU) 2019/1152 validates the research's thesis, confirming that modern European law aims to ensure minimum transparency and predictability of shifts, rejecting the idea of transferring all business risk to the worker. • Applicability to the Georgian context: The paper correctly maps Georgia's regulatory vacuum. Although the principle of contractual freedom allows for such contracts, the lack of clear rules regarding inactivity periods generates serious uncertainty. The only limitation of labor The only partial shortcoming (stated by the authors themselves in their conclusions) is the lack of empirical and quantitative analysis. Since this is a purely doctrinal and normative study, the results lack statistical data on the actual diffusion of these contracts in the current Georgian labor market.	
6. The conclusions or summary are accurate and supported by the content.	
The paper's conclusions are accurate and fully supported by the analysis conducted in the previous chapters. Each final conclusion is directly supported by the legal and comparative evidence presented in the text. Scientific Consistency The authors demonstrate intellectual honesty by also outlining the limitations of their research. They acknowledge that the study is limited to a theoretical and comparative level, calling for future research to map the actual socioeconomic impact of these contracts in Georgia.	
7. The references are comprehensive and appropriate.	

The bibliographical references are appropriate for the nature of the study, but present some limitations and formal imperfections that reduce their overall comprehensiveness.

The analysis of the list of sources highlights structural strengths and weaknesses.

The sources cited are strictly relevant to the research topic and cover the fundamental pillars of the investigation, such as international and European standards (ILO Recommendation No. 198 and EU Directive 2019/1152 on transparency of working conditions), relevant case law (including the cornerstones of British and Irish labor law for the gig economy and flexible working, the cases of Uber v. Aslam, Pimlico Plumbers, Pulse Healthcare, and Karshan/Domino's Pizza), and specialist legal writing (De Stefano, Freedland, Prassl, and Adams).

Despite its relevance, the bibliography presents main problems:

1. Geographical imbalance of sources: Although the paper thoroughly analyzes the German and Dutch models, the final bibliography includes almost no direct doctrinal sources in German or Dutch. The analysis of these countries relies almost exclusively on texts written in English (such as Ferrante or Eleveld) or on translations, limiting comparative depth.

2. Poverty of local sources (Georgia): The research aims to propose solutions for the Georgian legal system, but cites only one local scholarly article (Varazashvili, 2021). References to commentaries on the Georgian Labor Code or national parliamentary debates on the topic are lacking.

In summary, my opinion is that the references are excellent from the perspective of Anglo-Saxon jurisprudence and doctrinal law, but are incomplete regarding German and Dutch law, and lacking in terms of internal Georgian scholarly debate.

Overall Recommendation (mark an X with your recommendation) :

Accepted, no revision needed	
Accepted, minor revision needed	X
Return for major revision and resubmission	
Reject	

Comments and Suggestions to the Author(s):

It would be appropriate to enrich the section on Germany and the Netherlands by including in the bibliography at least one direct doctrinal source (in German/Dutch) or the official references of the cited laws (e.g. the text of the German TzBfG), so as not to depend only on secondary papers in English.

Comments and Suggestions to the Editors Only:

Reviewer A:
Recommendation: Accept Submission

The TITLE is clear and it is adequate to the content of the article.

The title is good.

The ABSTRACT clearly presents objectives, methods, results, and conclusions.

Yes it does.

There are a few grammatical errors and spelling mistakes in this article.

The article is well written

The study METHODS are explained clearly.

Well articulated.

The results are clear and do not contain errors.

Its sufficient.

The CONCLUSION or summary is accurate and supported by the content.

the conclusion is clear to the point

The list of REFERENCES is comprehensive and appropriate.

Yes

Please rate the TITLE of this paper.

[Poor] 1-5 [Excellent]

4

Please rate the ABSTRACT of this paper.

[Poor] 1-5 [Excellent]

4

Please rate the LANGUAGE of this paper.

[Poor] 1-5 [Excellent]

4

Please rate the METHODS of this paper.

[Poor] 1-5 [Excellent]

4

Please rate the RESULTS of this paper.

[Poor] 1-5 [Excellent]

4

Please rate the CONCLUSION of this paper.

[Poor] 1-5 [Excellent]

4

Please rate the REFERENCES of this paper.

[Poor] 1-5 [Excellent]

4

Overall Recommendation!!!

Accepted, no revision needed

Comments and Suggestions to the Author(s):

Reviewer B:

Recommendation: Accept Submission

The TITLE is clear and it is adequate to the content of the article.

The title is clear and it is adequate to an original and interesting content.

i suggest a title with a question mark that may result more attractive to a reader that does not know this type of contract.

Ex: Is possible to exist a zero - hour labor contract in Georgia laws?
or something like that.

The ABSTRACT clearly presents objectives, methods, results, and conclusions.

yes, it is clear. In Argentina does not exist this type of labor contract.

I am asking to myself if this type of contracts may result in any kind of perjuice to employees. In any kind of pressure to work more or harder for the same salary.

There are a few grammatical errors and spelling mistakes in this article.

I Did not find any mistake.

The study METHODS are explained clearly.

yes, the study methods are clear

The results are clear and do not contain errors.

The complete article is clear

The CONCLUSION or summary is accurate and supported by the content.

THIS PARRAGRAPHE IS THE KEY TO UNDERSTAND THE PROBLEM THAT IS EXPOSED IN THE ARTICLE.

The study has shown that the decisive criteria for the legal assessment of a zero-hours contract are subordination, personal performance, organisational integration, and economic dependence. Where these characteristics are present, the relationship must be classified as an employment relationship and be subject to the guarantees of labour legislation, irrespective of the contractual form chosen by the parties. Consequently, the absence of guaranteed working hours cannot, in itself, serve as a basis for excluding the application of labour-law protection. Accordingly, the legal significance of a zero-hours contract lies not in its contractual label, but in the factual distribution of rights, obligations, and economic power between the parties.

The list of REFERENCES is comprehensive and appropriate.

in according to APA requirements, may delete the listing numbers in each reference.

Please rate the TITLE of this paper.

[Poor] 1-5 [Excellent]

5

Please rate the ABSTRACT of this paper.

[Poor] 1-5 [Excellent]

5

Please rate the LANGUAGE of this paper.

[Poor] 1-5 [Excellent]

5

Please rate the METHODS of this paper.

[Poor] 1-5 [Excellent]

5

Please rate the RESULTS of this paper.

[Poor] 1-5 [Excellent]

5

Please rate the CONCLUSION of this paper.

[Poor] 1-5 [Excellent]

5

Please rate the REFERENCES of this paper.

[Poor] 1-5 [Excellent]

4

Overall Recommendation!!!

Accepted, minor revision needed

Comments and Suggestions to the Author(s):

IN FUTURE TEXTS MAY BE POSSIBLE TO INCLUDE SOMETHING RELATED TO ORGANIZATIONAL CULTURE OR CULTURE OF THE COUNTRIES WHERE THE ZERO- HOUR LABORAL CONTRACTS INSERTS.
VERY INTERESTING ARTICLE.
