



## Terms and Conditions for Temporary Staff

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## Contract of Employment for Temporary (Casual) Staff 2016

**Incorporating terms and particulars required under Section 1 Employment Rights Act 1996  
This Contract together with the Schedule of Assignment of Casual Work as agreed from time to time set  
out the full terms and conditions of your employment with the Company**

### 1. Definitions

1.1 In these Terms of Engagement the following definitions apply

**"Assignment"** means the period during which you are engaged to render services to the Company as specified in the Schedule of Assignment for Casual Work;

**"Associated Company"** means the Company's holding company and any subsidiary of the Company or of its holding company (these terms shall have the meaning given them by the Companies Act 1985);

### 2. Job title/duties

2.1 You are employed by the Company as a casual worker. Your duties may include but are not limited to:

- Litter Picking
- Servicing of Bins
- Moving Equipment around Site
- Loading and Unloading Vehicles
- Sorting of Waste and Recycling
- Operating and Driving Vehicles

2.2 You hereby agree that the Company is under no obligation to undertake to provide you with any work of any nature whenever it should become available and you hereby agree that you are under no obligation to undertake any or a reasonable amount of such work as and when it is offered to you by the Company.

2.3 You acknowledge that the nature of casual work means that there may be periods when no suitable work is available and agree that the suitability of the work to be offered shall be determined solely by the Company, that the Company shall incur no liability to you should it fail to offer opportunities to work and that no contract shall exist between you and the Company during periods when you are not working on an Assignment.

2.4 You undertake to inform the Company of any previous or current injuries or illnesses that may affect your ability to undertake the work you have been offered. The Company reserves the right to withdraw any offer of work at any notice should we have reasonable grounds to suspect that you may not be able to adequately perform your duties due to past or current injuries or illnesses.

### 3. Collective Agreements

3.1 There are no collective agreements relevant to your employment and no part of any such agreement is incorporated into your contract.

**4. Right to work in the UK**

- 4.1 To undertake any paid or unpaid work in the UK, you must have the right to work either through your citizenship or a work visa. Under the Immigration, Asylum and Nationality Act of 2006
- 4.2 You can therefore not start working with us until we have been provided with documentation to prove you have this right.
- 4.3 The list of valid proofs of right to work is produced by the UK Border Agency these are the only documents that Greenbox Events can accept. See link on Rights to Work documentation on our website.
- 4.4 The original documents must be produced so if Greenbox has not already verified and copied your documents you will need to bring them to the festival site.
- 4.5 A UK or European Economic Area/Swiss passport or a non-UK/EEA passport with a valid visa showing your right to work/volunteer in the UK this is acceptable.
- 4.6 If you do not have a passport, a long birth certificate combined with your National Insurance card is acceptable. Please note a UK driving license is not acceptable as proof and can not be substituted for a birth certificate or NI card when shown in combination.
- 4.7 By law we are required to hold copies of proof to work for up to two years. They will not be used for any other purpose and will not be shared with anyone other than UK borders if requested. After a two-year period from last employment period the documents will be destroyed.

**5. Dates and Hours of work**

- 5.1 You agree to work for the Company at the dates and times set out in the Schedule of Assignment of Casual Work or those communicated to you verbally as agreed from time to time. Though dates and times of work will usually be communicated to you verbally, you may request written confirmation at any time.
- 5.2 Because of the nature of our business, we may need to withdraw an offer of work up to and including the day immediately before you are due to commence your employment with the Company. Should the Company wish to withdraw an offer of employment in the 2 working days (Monday to Friday inclusive) prior to the commencement of the work for a reason other than poor performance or disciplinary, then providing the offer of work has been previously accepted by you, the Company will pay 20% of the hourly rate in respect of the work which has been withdrawn (no payment will be made in respect of travel time, overtime or subsistence), up to a maximum payment that is equivalent to 8 hours work at the highest hourly rate recorded on your assignment.
- 5.3 Where the Company withdraws an offer of work in accordance with Clause 5.2 above the Company may notify you of such withdrawal by phone, email or post. In respect of notice by phone, the Company may leave you a message if you have an answer phone facility. If you do not answer the phone and the Company is unable to leave you a message, the Company will record the time the call was made and this will stand as the time notice was served upon you for the purposes of establishing your entitlement to receive a payment under Clause 5.2 above.
- 5.4 Once you have accepted an offer of work, the Company requires a minimum of 2 working days (Monday to Friday inclusive) notice of cancellation prior to the date on which you were due to commence work. Any notice of cancellation should be served on the Company by you by telephone.
- 5.5 You will receive a paid 10-minute break for every 4 hours worked.

5.6 You will be entitled and encouraged to take an hour break after a maximum of 6 hours' work. A minimum of 30 minutes must be taken. For drivers, you shall always follow the Working Time Regulations 1998 and EU Drivers hours as well as GB domestic rules.

5.7 You agree that Greenbox Events will apply Working Time Regulations 1998 to limit your working time to 48 hours a week on average, unless you exercise your right to opt out. You will be given this option when you complete a starter form. Regardless of whether you choose to opt in or out you can reverse the decision by notifying Greenbox and your request will be accepted and applied with immediate effect.

5.8 You are required to record your hours worked daily, either on paper or using the company's timecard. All times worked between Sunday 00:00 and Saturday 23:59 must be approved by the employee and site manager by the following Wednesday. Ideally this will happen daily. Failure to submit a timesheet for hours worked may delay payment for those hours.

## 6. **Remuneration**

6.1 Unless otherwise stated in this Agreement, you will be paid only for hours worked. Your normal hourly rate will be communicated to you verbally.

6.2 Normally you will receive payment in your bank account at the latest by the third Monday after the week you have worked.

6.3 There is no additional remuneration for overtime, anti-social hours, bank holidays or weekend work unless agreed otherwise.

6.4 We reserve the right at any time during your employment, or in any event on termination, to deduct from salary any overpayment made and/or monies owed to the Company by you including but not limited to any outstanding training costs, loans, advances, and the cost of repairing any damage or losses to the Company or its property or property the Company is responsible for, caused by you (including any failure by you to return any items of Company property upon termination in accordance with Clause 16).

## 7. **Expenses**

7.1 The Company will not pay you any subsistence allowance but will wherever possible and at the discretion of the event organisers provide some catering facilities on site.

## 8. **Absence from work**

8.1 If you are absent for whatever reason you should contact your manager in person on the first day of the absence by your normal start time to explain the reason for your absence and its expected duration.

8.2 If the absence is due to sickness, you must complete an absence record within 7 days from the commencement of the period of absence.

8.3 If you are absent for any period of 7 consecutive days or more and the absence was due to an incidence that occurred whilst in employment with Greenbox Events, you must hand or send in your manager a medical certificate signed by your doctor explaining the reason for the absence. You must send a new medical certificate each week thereafter or otherwise as required by the Company.

8.4 For the purposes of the Statutory Sick Pay (SSP) scheme the agreed 'qualifying days' are every day on which you are required to work under this Contract.

8.5 In the event of your absence, or if we are concerned that there may be matters which impair your ability to fully perform your duties or to allow us to fulfil our statutory obligations, we may require you to submit to a medical examination (including the giving of any relevant samples) by a doctor or

consultant of our choice. In accepting these terms and conditions, you consent to the disclosure of their findings to us for the purposes set out in this Clause.

**9. Holidays**

9.1 The holiday year is January 1<sup>st</sup> to December 31<sup>st</sup>.

9.2 Pay rates communicated to you will include holiday pay calculated at 12.07% this will be paid for each hour you work e.g. if the pay rate set for the job is £7.85/hour then the pay rate communicated to you will be £8.80/hour.

**10. Pension**

10.1 Greenbox Events does operate a workplace pension scheme in accordance with legislation. Employees will automatically be enrolled when they meet the requirement conditions. All employers have to enrol employees when thresholds are met. It is up to the employee to notify the pension scheme provider that they want to opt out should they wish to. Workplace pensions require contributions to be made by both employee and employer. For more information see <https://www.gov.uk/workplace-pensions>

**11. Termination of employment**

11.1 If your employment is for a fixed period, then subject Clauses 10.2 and 10.4, your employment will automatically terminate on the end of work period date.

11.2 If your employment is for a fixed period, the Company may terminate your employment prior to the end of work period date specified in the applicable Schedule of Assignment for Casual Work by giving you not less than one day's notice.

11.3 If there is no end of work period date specified in the Schedule of Assignment for Casual Work your employment is for an indefinite period and the notice required by you or the Company to terminate your employment will be:

11.3.1 one day's notice if you have been continuously employed for less than one month;

11.3.2 one week's notice if you have been continuously employed for more than one month up to 2 years; and then

11.3.3 one week's notice for each completed year of employment up to a maximum of 12 weeks notice.

11.4 Nothing in this Contract prevents the Company from terminating your employment summarily or otherwise in the event of any serious breach by you of the terms of your employment or in the event of any act of gross misconduct or gross negligence by you or if you commit such misconduct outside work or fall into such disrepute that in the opinion of the Company your continued employment will materially prejudice the interests of the Company or any Associated Company.

11.5 The Company may serve notice either in writing, in person or by telephone.

**12. Disciplinary and Grievance Procedures**

12.1 The disciplinary rules and grievance procedures applicable to your employment are set out in the Company's Handbook, a copy of which is available from your site manager. Please note that these rules and procedures do not form part of your contract of employment.

**13. Suspension**

- 13.1 The Company reserves the right to suspend you from work without pay in order that we may investigate any alleged misconduct or incompetence. If you are not found to be at fault, you shall be paid your normal remuneration for the period of suspension.
- 13.2 The Company reserves the right to impose disciplinary suspension without pay to the maximum of one working week, or to demote or to transfer you as a disciplinary sanction.

**14. Confidentiality**

- 14.1 Other than in the proper course of your employment, you must not either during or at any time after the termination of your employment with the Company use, exploit or disclose to anyone, or through your negligence or inadvertence allow such use, exploitation or disclosure of, any Confidential Information of the Company, its clients or suppliers, and shall further not use any such Confidential Information in a manner which may either directly or indirectly cause loss to the Company. Confidential Information includes (without limitation and whether or not recorded in writing or on computer disk or tape) details of clients (including names, address and contact information), commercial information (including methods of business dealing and business plans), technical information (including that relating to our web site and its future development), sales and marketing information, unpublished financial information of all kinds (including pricing policies), details of supply contracts and trade secrets/inventions and discoveries, numbers of staff working on specific contracts. Confidential Information includes any other information labelled as being confidential or which the Company treat as confidential, as which you ought reasonably to know is confidential.
- 14.2 You agree that the terms of this Contract and any Schedule of Assignment for Casual Work are confidential and are not to be disclosed to any third party except to your professional advisers or immediate family or as required by law without the prior written agreement of the Company. In the event that you disclose such matters to your immediate family you shall procure that they shall observe the requirements of this Clause.
- 14.3 During the course of your employment you may be required to work for Government Departments or other third parties. When accepting such a position you may be required to enter into an additional confidentiality agreement.

**15. Intellectual Property**

- 15.1 All copyright trade marks designs patents know-how inventions and other intellectual property rights whether registered registerable or not and all applications for the foregoing ("IP") in any works or materials created by you either solely or jointly with others, in the course of your duties under this Contract of Employment ("**the Works**"): (a) shall be owned by the Company and to the extent that the IP in the Works does not automatically vest in the Company you hereby assign with full title guarantee the IP to the Company including by way of assignment of future copyright; and (b) shall be kept confidential by you.
- 15.2 At the request and expense of the Company you shall execute all documents and do all things, which may be necessary or desirable, to vest the IP in the Works in the Company or as it may direct.
- 15.3 You hereby waive in favour of the Company all moral rights conferred on you by Chapter IV of Part 1 of the Copyright Designs and Patents Act 1988 and all similar rights throughout the world for any Works in which copyright or design right is vested in the Company whether by this Contract of Employment or otherwise.

**16. Return of Company Property**

- 16.1 Upon the termination of your employment with the Company for whatever reason or otherwise at the Company's request you must immediately return all property belonging to the Company which may be in your possession or under your control, including but not limited to PPE, keys, mobile

phone, 2 way radios, documents or computer files produced or required to be produced when on Company time, IT equipment, clothing and any Company vehicle.

**17. Health and Safety**

17.1 You are required to observe all health and safety rules as are from time to time publicised or circulated by the Company and to report any practice or malfunction that breaches these rules or poses a health and safety risk to any employee of the Company or any member of the public. Failure to comply may result in disciplinary action and, in serious cases, dismissal.

**18. Equal Opportunities**

18.1 The Company is an equal opportunities employer. Any circumstances of harassment or discrimination on the grounds of sex, race, disability, sexual orientation, religion or belief or age will be treated as serious misconduct and depending on the circumstances may lead to dismissal.

**19. Other Employment**

19.1 The Company reserves the right to terminate your employment without notice where you undertake a position of paid or voluntary work, which in the reasonable opinion of the Company compromises the Company's position or if you undertake work directly for one of the Company's clients or competitors without our prior consent.

19.2 If you should accept employment with any of the Company's clients within 6 months of undertaking work with or for that client through your employment with the Company, the Company reserves the right to charge the client an introduction fee.

**20. General**

20.1 You are liable for any fines or legal expenses incurred during your employment including but not limited to parking fines and fines for driving offences.

20.2 This Contract replaces any previous terms of employment between you and the Company, whether verbal or written.

20.3 The Company reserves the right to vary your terms and conditions of employment. Any change will be notified to you in writing within one month of such variation.

20.4 The Company accepts no liability for loss or damage to any items of your personal property whilst at work.

20.5 Additional rules and standards with which you are expected to comply may be set out in the Company policy or procedure documents issued from time to time as set out in the staff handbook, posted on staff notice boards or otherwise made known to you by your manager. A copy of the staff handbook is available from the site manager.