

# TERMS OF ENGAGEMENT FOR CASUAL WORK

**Between:**

(1) **Bluestones One Merchandising Ltd,** of The Old Brewery Business Centre

Castle Eden, County Durham, TS27 4SU (“Company”)

And

(2)

of

(Your Full Name) (Address)

# Status Of This Agreement

* 1. This contract governs your engagement from time to time by the Company as a casual worker. This is **not** an employment contract and does not confer any employment rights on you (other than those to which workers are entitled). In particular, it does not create any obligation on you to perform work for the Company or on the Company to provide work to you and there will be no mutuality of obligation between the parties.

# Company’s Discretion as to Work Offered

* 1. It is entirely at the Company’s discretion whether to offer you work and it is under no obligation to provide work to you at any time.
  2. The Company reserves the right to give or not give work to any person at any time and is under no obligation to give any reasons for such decisions.
  3. The Company alone shall determine whether any person is in the Company’s opinion suitable to undertake any work available.
  4. You acknowledge in addition to the Companies discretion to offer you work the nature of temporary work means that there may be periods where no work is available to offer any person.

# No Presumption of Continuity

* 1. Each offer of work by the Company which you accept shall be treated as an entirely separate and severable engagement (an “Assignment”). The terms of this contract shall apply only to each Assignment but there shall be no relationship between the parties after the end of one Assignment and before the start of any subsequent Assignment. You are engaged by the Company

only during any period during which you are performing an Assignment for the Company.

* 1. The fact that the Company has offered you work, or offers you work more than once, shall not confer any legal rights on you and should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

# Arrangements for Work

* 1. You should make regular contact with the Company to ascertain if any suitable work is available.
  2. The Company may contact you if it wants to offer you any work.
  3. You are under no obligation to accept any work offered by the Company at any time. However, if you accept an Assignment, you must inform the Company immediately if there is any unforeseen event that prevents you from completing it.
  4. If you decide to accept the assignment that is offered to you, you must be fully aware of the hourly rate that is offered to you to complete the whole assignment.
  5. Please complete the personal information sheet attached to this contract and return to the HR Manager to help the Company organise any offers of work. It is your responsibility to inform the Company of any changes to these details.
  6. Work arrangements are done via text message so we will share your mobile details with your driver/team leader to make the necessary arrangements unless you instruct us otherwise.

# Work

* 1. The Company may offer you work on an as and when required basis.
  2. The precise description and nature of your work and rate of pay may vary with each Assignment. You will be informed of the requirements at the start of each Assignment your acceptance.
  3. If you accept an Assignment you agree to carry out the Assignment with reasonable care and skill.
  4. You must at your own expense and in your own time rectify any work done by you during an Assignment deemed by the Company to be substandard. The Company will notify you of this and you acknowledge that you will be responsible for and indemnify the Company in respect of any liability or loss incurred by the Company as a result of your substandard work.
  5. You confirm that you are legally entitled to work in the UK without any additional immigration approvals and agree to notify the Company immediately if you cease to be so entitled at any time.

# Place Of Work

* 1. The Company may offer you work at various locations. You will be informed of the relevant place of work for each Assignment.

# Pay

* 1. You will be notified of the rate of pay that applies to any Assignment offered. This may vary with each Assignment. Assignments will be offered on either an **hourly** or **daily** rate basis.
  2. If you accept any Assignment, you accept the rate of pay offered in respect of that Assignment.
  3. You will be reimbursed for any mileage claimed subject to it being verified and authorised by Bluestones One Management, mileage will be paid at 25p per mile.
  4. You will be paid directly into your bank account weekly in arrears on a Friday in accordance with the hours submitted on a time sheet.
  5. Accommodation will be provided where required and this will be on a Bed and Breakfast basis, where breakfast is not booked, you are authorised to submit an expense claim form for £6 per day you work, this is subject to having a valid V.A.T receipt.
  6. Expenses can be paid on a weekly basis; you must complete and return an expense form as per the deadline set. You cannot try to claim back expenses that exceed five weeks in the past.

# Hours of Work

* 1. Your hours of work will vary depending on the requirements of each Assignment.
  2. You will be entitled to an unpaid lunch break of [one hour] where your Assignment requires you to work more than [six hours in any one day.
  3. Time spent by you travelling to and from your work location will be unpaid but considered within the hourly rate per assignment.

# Working Time Opt-out

* 1. Please complete the attached form to confirm whether you wish to opt-out of the 48-hour limit on a week’s work. If you do not opt out, the Company must ensure that it does not offer you work which would result in you working for more than 48 hours in any week. You must keep the Company informed of the hours that you work for third parties so that it can comply with this obligation.

# Deductions

* 1. The Company shall be entitled to deduct from your pay or other payments due to you any money which you may owe to the Company at any time and/or under the terms of this Agreement.
  2. This includes without limitation any expenses incurred by the Company on your behalf (vehicle hire, vehicle damage, accommodation costs, other transport costs and any company equipment not returned at the end of each assignment etc) in relation to your performance of the Assignment, the amount by which any expenses incurred by the Company on your behalf exceed the expense limit agreed by the Company for the Assignment and any holiday taken in excess of your accrued entitlement. Such deduction will be the cost incurred by the Company.

# Tools/Equipment

* 1. If you are responsible for providing your own tools necessary for the performance of any Assignment. Your tools must be suitable and fit for purpose.
  2. You must provide the Company with proof of ownership of any vehicle used by you in performing the Assignment together with proof of business use insurance, MOT and tax verification. It is your responsibility to ensure that the vehicle is fit for purpose and roadworthy and you authorise Bluestones One Merchandising to conduct status checks on your license via DVLA website.
  3. You are responsible for the safekeeping and use of any Equipment provided by the Company for the purpose of carrying out you’re the Assignment. You must return this to the Company upon request or at conclusion of the Assignment.

# Health and Safety at Work

* 1. You are expected to adopt safe working practices and must abide by the Company’s health and safety policies and instruction given to you in this respect.
  2. Where appropriate the Company will provide you with a uniform and appropriate personal protective equipment at cost necessary for the Assignment which must always be worn when performing an Assignment. The cost of any such equipment will be deducted from any payment due to you in accordance with clause 11.3 above.

# Sickness Absence

* 1. If you are subsequently unable to perform an Assignment due to sickness or injury, you must notify the Resource Team of this as soon as possible but no later than [within one hour of your start time] on the first day of absence during the Assignment.
  2. If you are unable to work on any day required by an Assignment due to sickness or injury, you will not be entitled to receive any pay in respect of any period of sickness or injury during an Assignment. You acknowledge that you are not an employee of the Company and are not entitled to statutory sick pay.
  3. If the company exercises its discretion to make such a payment, prior authorisation by a Company Director must be given. This does not give rise and is not intended to give rise to any statutory entitlement to such a payment. You acknowledge that you are not an employee of the company and are not entitled to statutory sick pay.

# Holidays

* 1. You will accrue paid holiday in accordance with the Working Time Regulations 1998 during any period that you perform an Assignment for the Company and will be calculated against the time allocated by the company to each assignment and not the time taken to complete each assignment. You will not accrue holiday during any period between Assignments. Your holiday entitlement will depend on the number of days that you are assigned to work and be pro-rated on the basis of a full-time entitlement of 28 days’ holiday during each full holiday year which includes the usual eight public holidays in England and Wales. The Company’s holiday year runs from 1st January to 31st December.
  2. The Company will periodically calculate the holiday that you have accrued and will notify you.
  3. You must give the Company 14 days’ notice of your intention to take holiday. All holidays must be taken in the current holiday year and cannot be carried forwarded.

# Conduct of Assignments

* 1. During any Assignment you must:
     1. Carry out the Assignment with reasonable care and skill.
     2. Not engage in any conduct detrimental to the Company and/or which may expose the Company to liability
     3. Take all steps to safeguard your own health and safety and any other person who may be affected by your actions in performing the Assignment
     4. Comply with any rules and/or reasonable requests of any customer of the Company whose premises you are attending in performance of the Assignment
     5. Complete any Assignment accepted by you subject to the provisions of clause 21.5 below

# Data Protection

* 1. You consent to us holding and processing, both electronically and manually, the data that we collect about you during your performance of Assignments for the Company for the purpose of the administration of the business.

# Code of Conduct

* 1. During each Assignment you are required always comply with the relevant Company rules, policies and procedures in force from time to time applicable to you.

# Confidential Information

* 1. You shall not use or disclose to any person, either during or at any time after your engagement by the Company, any confidential information about the business or affairs of the Company or any of its business contacts or customers or suppliers about any other matters which may come to your knowledge as a result of carrying out assignments. For the purposes of this clause, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the Company or any of its business contacts or customers or suppliers.
  2. The restriction in this clause does not apply to:
     1. prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
     2. use or disclosure that has been authorised by the Company or is required by law or while carrying out your duties.

# Company Property

* 1. All documents, manuals, hardware and software provided for your use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company’s computer systems or other electronic equipment (including mobile phones), remain the property of the Company.
  2. Any Company property in your possession and any original or copy documents obtained by you in the course of your work for the Company shall be returned to Bluestones Merchandising Solutions Head Office in Worksop at any time on request and in any event at the end of each Assignment.

# Termination

* 1. If you no longer wish to be considered for casual work by the Company, you should inform the Resource Manager via email or in writing as soon as possible.
  2. The Company may without further notice end this Agreement and remove your name from its casual worker bank if you do not contact the Company to notify your availability for Assignments for a period of 12 weeks or more.
  3. The Company reserves the right to terminate immediately without notice an Assignment at any time for operational reasons or if you fail to attend the Assignment without explanation satisfactory to the Company. You will be paid for all work done during the Assignment up to the time it is terminated.
  4. The Company may terminate this Agreement immediately by giving notice in writing to you if it reasonably considers that you have committed any serious breach of its terms or committed any act of gross misconduct.
  5. You may terminate an Assignment accepted by you by giving no less than 5 working days’ notice to the Company. If you are already performing the Assignment or would otherwise be due to commence the Assignment during the 5-day notice period given by you, you agree that you will complete the Assignment in question.
  6. If you do not complete an Assignment accepted by you and/or fail to give notice to terminate in accordance with your obligations under clause 21.5 above, you agree to indemnify the Company in respect of any additional costs incurred or loss suffered by the Company as a result or otherwise in completing the Assignment. Any such additional costs or loss incurred by the Company shall be deducted from any pay owed to you by the Company in accordance with clause 11 above.

# Changing Terms and Conditions

* 1. The Company may review its requirement for casual workers from time to time and/or may update the terms on which it offers such work. In the event of any changes to the terms on which it is prepared to engage casual workers the Company may terminate this contract with immediate effect by giving notice in writing to you and you may, at the Company’s absolute discretion, be offered a new contract for casual work.

# Governing Law

* 1. This contract will be governed by English law.

Signed by the Company ………………………………………………..

Date …………………………………………………………………….

Signed by the Casual Worker ………………………………………………….

Date …………………………………………………………………….