



**CTM**  
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## **CASUAL WORKER AGREEMENT**

"Company" refers to Cash & Traffic Management Ltd. of Unit 2a Arley Industrial Estate, Colliers Way, Arley, Coventry, CV7 8HN. This statement sets out the basis on which casual temporary work may be made available to you by the Company. The Company is under no obligation to offer you work engagements or re-engagement and this statement does not constitute an ongoing Contract of Employment.

### **1. Application / Maintenance of Personal Details**

- a. Every year, prior to your first assignment, you will be required to complete and submit an online application form. This includes, but is not limited to, tax declarations and electronic copies of documentation that confirm your right to work in the UK in accordance with UK employment law. It is your sole responsibility to ensure full disclosure of information and to ensure its accuracy. Note that you will not be able to submit an application form unless all the mandatory information has been provided.
- b. The application form will be vetted by the Company and must be accepted in order for you to be considered for engagement by the Company. By applying for casual work with the Company, you give the Company the right to contact your teaching establishment, if relevant, to verify the information provided and to contact your employment and/or character references.
- c. If your application is successful, you give the Company the right to share selected personal information with third parties for the sole purpose of enabling the Company to deliver its services to events at which you work/are booked to work/request to work. This may include (but is not limited to) access and security checks by event organisers and Disclosure and Barring Service checks. The Company takes the protection of your personal information very seriously and will only share the information required to enable you to work at and fulfil your role at an event. It will not share your personal information in any other circumstance (for financial gain or otherwise) unless it is required to do so by law. Note that, should a third party refuse to allow you to work at an event the Company reserves the right to withdraw you from that event and, subject to the outcome of further investigation, decline you further work.
- d. If your application is rejected, you will be informed together with the reason(s) for rejection.
- e. You must keep all the information supplied on your application form up-to-date by re-submitting your application (with changes) as soon as those changes are known. In particular, your bank and contact details must be kept fully up-to-date so that payments are made to the correct bank account and notices/communications are sent to the correct postal and/or email address.
- f. Any false statement or omission to the Company or its representatives may lead to termination of this agreement without notice.
- g. A record of your personal details will be kept by the Company, in accordance with the Data Protection Act (1998).

### **2. Work Engagement / Uniform / Shifts / Hours / Rates of Pay**

- a. Once your application has been accepted, there is no obligation on the Company to offer work to you, nor obligation on you to accept work that is offered.
- b. If work is offered and accepted by you, either party may terminate the agreement with reasonable notice.
- c. The first time you attend site each year, in accordance with UK employment law, you will be required to present originals of your Right to Work documentation (as provided during the application process above) to the on-site Manager or the administration team working on his/her behalf. Failure to do so will mean that the Company is unable to engage you for the booking; consequently, you will be asked to leave the site and will not be paid.
- d. Note that dates and locations for events are subject to change. The Company will confirm both at the time of booking and will notify any subsequent changes via text and/or email and/or telephone. It is your responsibility to arrive in good time for your first shift at the correct location and to sign in on time. If in any doubt, please confirm the information with the office during office hours prior to your departure for the event. Failure to sign in on time may result in reduced hours and pay or a refusal of work on the day.
- e. At the time of booking you will be advised of what clothing/uniform to wear. This will normally be black trousers, white shirt and black sturdy shoes. Any Personal Protective Equipment (PPE) that is issued must be worn at the relevant time. Failure to comply with the required clothing/uniform may result in refusal of work on the day.
- f. You will be advised of your intended shift pattern, hours and hourly rate of pay at the time of booking for an event, but the Company reserves the right to change these at any time without notice at its sole discretion. You will be informed of any such changes as soon as is practicable. Owing to the inherent need for weekend and flexible working, the hourly rate applies irrespective of the day on which the work is performed and time worked in addition to the intended hours does not constitute overtime (i.e. you will be paid at the same rate as used for the intended hours).
- g. We cannot charge some clients for time spent on lunch breaks; in such circumstances, your lunch break will be unpaid.
- h. Your hourly rate of pay includes holiday pay to cover holiday accrued in accordance with the statutory minimum holiday entitlement under the provisions of the Working Time Regulations. Consequently, should you wish to take holiday throughout the duration of your engagement, no further payment will be made.
- i. At the beginning and end of every shift, it is your responsibility to sign in and sign out at the central administration point. Failure to do so will result in the Company paying you a discretionary amount based on the role it deems you to have fulfilled and the hours it estimates you have worked in its sole opinion.

### **3. Right of Search**

- a. Under this agreement, the Company has a Right of Search in order to combat misappropriation of the Company's and/or its Client's property, stock losses, tickets and/or cash, or if the Company genuinely believes that drugs or any illegal substances are present. The Right of Search is to address problems relating to the above issues. Under the Rights of Search procedure the Company may carry out random checks on the identity, person, and property, including vehicles of workers at any time whilst they are in engagement with the Company and carrying out its business. It is understood that such checks in themselves do not imply suspicion in relation to the individual concerned.
- b. Without limitation on the scope of any particular search, an individual may be required to remove the contents of pockets and/or bags and/or allow a search of their vehicle. All searches will be carried out in the presence of a third party and, if a personal search is deemed necessary, you will be entitled to be searched by a member of the same sex. Evidence gathered during a search or refusal to allow a search could result in your engagement being immediately terminated and no further hours being offered by the Company. The Company reserves the right to call the Police for assistance at any stage.

### **4. Payment**

- a. Payment is made on 15th of each month for all work completed in the previous calendar month (note that payments are not made in the same calendar month as the hours worked). Where the 15th falls on a weekend/bank holiday, the payment will be made on the next working day. National Insurance contributions and tax will be deducted if applicable.
- b. After an investigation, the Company reserves the right to deduct from your pay a sum equivalent to the cost of replacement, repair or cleaning of Company equipment resulting from negligence on your part.
- c. You authorise the Company to deduct from your remuneration (including any monies payable on termination) any sums from time to time due from you to the Company including without limitation: overpayment of salary or expenses paid to you for whatever reason; and any sums due from you to the Company the extent of which will be advised to your prior to any deduction. Any deductions will be made over a reasonable period of time to be agreed by both parties. If deduction is not possible as the result of you finishing work with the Company, the Company reserves the right to recover the monies owing by other means.
- d. Payment will be made by bank transfer (BACS) to your bank account. Note that if you provide incorrect bank details and/or fail to keep your bank details up-to-date on our website (via your personal login), payment may be made to the wrong bank account and it may not be possible to rectify; in these circumstances no additional payment will be made.
- e. Failure to provide correct and up-to-date information may result in delayed payment. Note that any changes that affect payment must be made and accepted by 25th of a calendar month in order to take effect the following calendar month.
- f. Pension contributions due (if any) will be deducted from your remuneration and paid to the pension provider on your behalf (see 5. Pension Provision below).

### **5. Pension Provision**

- a. When you are entered onto the payroll (following your first work assignment for the Company) you will be contacted regarding the pension options available to you.
- b. Please be aware that, for certain categories of worker, the Company has a legal obligation to enrol you automatically into a pension scheme and this will result in deductions being made from your income; if you

choose to opt-out of the scheme after being enrolled (which must be completed within 28 days of enrolment) any monies deducted from your income will be refunded.

- c. You will be advised of deductions made from your remuneration that relate to pension contributions.

## **6. Vehicles**

- a. Unless authorised in writing by the Company, you are not permitted to drive any of the Company's fleet vehicles or hired vehicles. Written authorisation will only be given once you have completed the necessary paperwork, met the conditions required and agreed to the terms and conditions as specified in the Driver's Handbook, a copy of which will be issued as part of the authorisation process. Under no circumstances must you drive a Company fleet vehicle or hired vehicle without this written authorisation, regardless of who has asked you to do so.

## **7. Sickness Absence**

- a. If you are unable to undertake or complete an engagement (e.g. owing to illness) you must inform both your line manager (if already on-site) and Head Office immediately, stating the reason for your absence and if/when you expect to return. For prolonged periods you must keep both your line manager and Head Office apprised of the situation. You may be required to provide medical evidence of illness. Statutory Sick Pay is paid to eligible workers for periods of absence of four days or more. Note that there is no company sick pay scheme.

## **8. Conduct**

- a. During each individual engagement, you will be subject to our rules and you will be expected to maintain our high standards of work and personal conduct. Your supervisor/manager has the authority to terminate your engagement at any time should there be a breach on your part of the relevant standards. Under these circumstances you will be required to leave the site and vacate any accommodation provided by the Company.
- b. Behaviours that breach the relevant standards include, but are not limited to: refusal to follow reasonable instructions from a supervisor/manager; breach of any of the terms and conditions of this agreement; gross misconduct or any behaviour/act that is detrimental to the Company, its employees, its workers, its clients or third parties in any way via any medium (including, but not limited to, email, social networking sites and web forums); being under the influence of alcohol, drugs or any other illegal substances whilst at work; theft of any kind from the Company, its employees, its workers, its clients or third parties; committing any acts or offenses that are illegal at any time. Each incident will be investigated and, dependent on the severity of the incident, may result in summary termination of your engagement and/or barring from future work with the Company.
- c. You will be advised of deductions made from your remuneration that relate to pension contributions.

## **9. Confidentiality**

- a. You acknowledge that, in any position you hold as a result of being engaged by the Company, you may acquire or be exposed to information which is confidential to the Company, client or other third parties. This information is and will remain the exclusive property of the Company and will not be disclosed to any third party in any way.

## **10. Health and Safety**

- a. Each individual has a legal responsibility for their own welfare and for the health and safety of others.
- b. If engaged by the Company you undertake to read, understand and familiarise yourself with the Health and Safety requirements of the Company as documented in the Health and Safety Handbook and the Company's Health and Safety Policy - copies of which are available from the office on request - and with any further issued documentation relating to your engagement, including, but not limited to, event specific briefing documents. You undertake to comply with any and all requirements/instructions therein.
- c. Any Personal Protective Equipment (PPE) that is issued must be worn at the relevant time.

## **11. Lost Property**

- a. The Company accepts no liability for lost property whatsoever, including, but not limited to, any damage to that property.
- b. Lost property returned to the office at the Company address above will be kept for one calendar month from the date of receipt at the office; it is your responsibility to claim any lost property within this timeframe – you cannot rely on the Company to contact you.
- c. To claim lost property, you will be required to describe, in detail, what has been lost and you, or your nominated third party, may be required to attend the office to collect the items with proof of identity. Whilst every effort will be made to return the correct items to the correct individual, the Company accepts no liability for this whatsoever.
- d. For items that remain unclaimed after one calendar month, you give the Company the authority to dispose of the items (securely for personal items, which may include destruction) and indemnify the Company against any future liability or claim.