

Tuff Nutterz Ltd

Terms and Conditions of Casual Work

Name of Employee: _____

Event: ICC Wales, Newport

26th March 2025

This document contains the main terms and conditions which govern your service with the Company.

TERMS AND CONDITIONS OF CASUAL WORK (Fixed Term)

BETWEEN

- (1) Tuff Nutterz Ltd a company registered in England and Wales under registration number 14143070 whose registered office is at Vine House, Highfields, East Horsley, KT24 5AA (hereinafter referred to as “we”, “us” or “the Company”).
- (2) _____ of _____ (hereinafter referred to as “you” or the “Employee”).

IT IS AGREED as follows:

1. General

1. These terms and conditions are given to you in accordance with the terms of the Employment Rights Act 1996, Employment Act 2002 and Working Time (Amendment) Regulations 2007 as amended or re-enacted at the relevant time.
2. This contract governs your engagement from time to time 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 (even if offered), nor does it create an obligation on the Company to provide work to you.

2. Assignments

1. You will be working on assignments for the Company, on a casual, ‘as and when required’ basis.
2. At least 3 calendar days before the start of an assignment, the Company will email you to advise you of the work it wishes you to perform and the date the assignment is due to begin. At least 2 days before the start date of the assignment, you must advise the person who contacted you about the assignment as to whether or not you wish to accept it.

3. No Continuous Service

1. There is no continuity of service between you and the Company between the end of one assignment and the start of the next assignment. If you accept an assignment, your continuous employment will begin on the date the assignment starts and end on the date the assignment terminates.
2. No employment with a previous employer or under a previous assignment counts as part of your period of continuous employment.
3. These Terms and Conditions govern the relationship between you and the Company in the event that the Company offers you work and you agree to accept that work. It does not create a legal relationship between you and the Company unless and until you choose to accept an assignment.
4. These Terms and Conditions annul any previous agreement whether verbal or written given to you at any time.

4. Hours of Work

1. Your working hours and days will be determined in advance of the assignment by agreement between yourself and the Company. The Standard hours for events are 7:45am to 6:30pm on all event days. You will be provided intermittent breaks throughout the day which in aggregate will add up to at least 60 minutes.
2. The Company is under no obligation to offer you work and you are under no obligation to accept any work from the Company. The Company reserves the right to give or not give you work at any time and is under no obligation to give any reasons for such decisions.
3. You are not entitled to a minimum number of hours of work.
4. The Company reserves the right to terminate an assignment at any time for operational reasons. You will be paid for all work done during the assignment up to the time it is terminated.
5. In the case of inclement weather where sessions are cancelled, the Employer will revert to an hourly pro rata rate for hours worked in an incomplete day.
6. In the case of inclement weather where a full day is cancelled, the Employer will pay the Employee half a day's pay but may require the Employee to engage in marketing activities such as leaflet drops etc.
7. Your daily work schedule should not exceed an average of ten hours per day (averaged over 17 weeks).
8. The Working Time Regulations provide that the average working time including overtime does not exceed 48 hours in each seven day period (averaged over a 17 week period). By signing this contract, you agree that this limit shall not apply to you.

5. Place of Work

Your normal place of work will be at the specific event venue to be confirmed by Tuff Nutterz Ltd. You will be informed of the specific location at which you are required to work prior to the start of each assignment. **This contract applies to this event only.**

6. Remuneration

1. Your pay will be calculated according to the number of shifts worked. In order for the Company to calculate your pay correctly, you are required to complete timesheets on a daily basis. These must be signed by your line manager.
2. You will be paid at the end of each event by credit transfer to your bank account in arrears at the agreed gross rate per day worked within 3 days of the last day of each event.
3. The Company will not be responsible for your tax or national insurance contributions.

7. Sickness Absence

1. In the event of your absence for any reason you or someone on your behalf should contact a Director of Tuff Nutterz Ltd at the earliest opportunity on the first day of the absence to inform him/her of the reason for absence. You must inform the Company as soon as possible of any change in the date of your expected return to work.

8. Termination

If you no longer wish to be considered for casual work by the Company, you should inform your line manager as soon as possible.

9. Data Protection

The Company is required to tell you about the personal data that we collect about you and what we do with that information, including how we use, store, transfer and secure your personal data. You confirm that you shall at all times comply with all relevant data protection legislation and all obligations imposed on you under the Company's data protection policy and privacy notice from time to time in force.

10. Severability

The various provisions of this Agreement are severable, and if any provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or identifiable parts.

11. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

12. Right to Work in the UK

Your employment is conditional on your having the right to work in the UK. You must provide evidence of your right to work in this role prior to starting it.

13. Disclosure and Barring Service

By signing this Agreement you confirm that you have and will maintain a current DBS certificate while working for the Company.

14. Safety and Procedures

You confirm following:

- that you will at all times abide by the Company's Safety Rules and Procedures as provided by the Company.
- that you have read and understand the Company's Training Manual
- that you are in a good state of health and free from injury, medical, health or other condition (including pregnancy), disease or illness which may be aggravated by participating the manual labour of the role or which may make it unsuitable for you to take part in such a role. You acknowledge & agree that you are in good physical condition and are aware of the physical risks of this role.
- that you are fit & healthy & have the ability for the required labour for the job and do not have any pre-existing conditions.
- that you will ensure that all participants/customers of the Company abide by the safety rules as set out by the Company while you are working for the Company.
- that you have signed the Company's Acknowledgement of Risk form.

Issued for and on behalf of Tuff Nutterz Ltd

Signed:

Date:

I accept these Terms and Conditions

Signed:

Date: