

TERMS OF ENGAGEMENT

YOU AGREE THAT WE MAY RETAIN YOUR PERSONAL DATA TO ENABLE US TO SHOW YOU STAFFING OPPORTUNITIES and to maintain our business records.

Please see our Employment Data Privacy Policy at the following location for details:
<https://thisiszest.com/staffdocs>

Summary information:

The Casual Worker Agreement below represents the terms of engagement under which you agree to work for the company.

Key points:

- You agree that any assignments are ad-hoc, without further commitments to additional assignments by either party.
- You agree to observe all applicable Health and Safety requirements.
- You agree to give us appropriate notice (as described below) of any inability to work an agreed shift.
- You understand that you will be paid at the end of the month following the month in which the work is undertaken, by PAYE unless otherwise agreed.
- If a client of Zest offers you work directly or through another agency within 12 months of working for them through Zest, you agree to tell them you can only work for them if booked through Zest.
- You agree that any photographic or video imagery created in the course of an assignment in which you feature, may be used for promotional purposes by us or our client, without further payment. (For example, if the client takes video of the promotion and uploads it to youtube).
- We agree to protect your private data in line with all applicable Data Protection legislation including GDPR.

CASUAL WORKER AGREEMENT

This document dated 01/05/2025 sets out terms of the working relationship between Zest Promotional Staffing ("the Company") and the Zest Staff Worker agreeing to these terms (referred to as "you" residing at the address provided in your staffwise profile. You are a 'Worker' within UK employment legislation.

For the avoidance of doubt, this agreement does not give rise to a relationship of employer and employee. There is no mutuality of obligation whatsoever between you and the

Company. This means that the Company is not obliged to offer you work, nor are you obliged to accept any offer of work made by the Company.

Nature of Engagement

The Company may offer you assignments on an 'ad-hoc' basis as a Promotional Staffing Representative from time to time. You are free to accept or decline such offers of assignments. You are not guaranteed continuous assignments and we are under no obligation to offer you further assignments. This letter does not therefore constitute a Contract of Employment between you and the Company.

You will be required to undertake such duties and responsibilities as may be determined by the Company from time to time according to the needs of the Company's business including but not limited to those set out in any job brief which the Company may issue to you. The Company reserves the right to vary your duties and responsibilities at any time and from time to time and update any job brief, at any time and may require you to undertake additional or other duties as are necessary to meet the needs of the business. Please ensure that any job brief applicable to your assignment is read thoroughly as it will contain essential information about the work you are undertaking.

When you have agreed to attend an assignment and are unable to do so, you are required to notify us immediately.

Whilst you are engaged, you are required at all times to comply with the Company rules, policies and procedures detailed within this agreement.

Hours of Work

The hours of assignments offered by the Company will vary from week to week at the sole discretion of the Company. Due to the nature of the assignments, the Company is under no obligation to offer assignments to you at any time. Conversely, you are under no obligation to accept any assignment that is offered to you by the Company. In the event of you declining to accept any offer of assignments, for any period, the agreement shall be considered not normally to involve assignments for such a period.

You will also be advised of any break times to which you may be entitled.

For all assignments you should arrive 10 to 15 minutes before your start time. Please allow extra time to travel to an assignment, in order to still be on time despite any unforeseen traffic or public transport delays.

Cancellations

Occasionally a client may cancel an assignment for reasons beyond the control of the Company. In these circumstances, and only if the cancellation gave less than 24 hours' notice, we will endeavour to recover fees due to us and will then pay you. Payment in respect of cancellation fees will only be made once the necessary fees have been received from the client. The Company cannot guarantee a cancellation fee will be payable to you.

The Company also reserves the right to terminate an assignment at any time for operational reasons.

Wage

Fees for your services will be agreed at the time of booking. The Company does not apply a fixed rate as each assignment requires different levels of input and hours. Fee rates are confidential between you and the Company and are subject to the obligations of confidentiality stipulated later in these terms. You will only be paid for the hours that you have been booked for and have worked.

The Company's daily remuneration rate (comprising base hourly rate and holiday paid in lieu) will be confirmed at the time of booking.

Payments will be made monthly in arrears direct into your bank account by the last day of each month for hours worked during the previous month, unless otherwise notified to you in writing. You will be given a pay slip showing gross pay and statutory deductions.

If you have not provided your payment information by the end of the month in which you have worked, you may be missed off the monthly payroll and will have to wait until the next monthly payroll in order to receive any fees due to you.

Benefits

You are not entitled to any benefits other than those set out in this agreement.

Any benefits supplied to you from time to time that are not expressly referred to in this agreement, are provided ex-gratia and shall not form part of your Casual Worker Agreement with the company.

Place of Assignment

The Company may offer you work at various locations. You will be informed of the relevant place of work for each assignment at the time of booking. The Company reserves the right to require that you change locations during an assignment from time to time to meet the needs of the business.

Travel Expenses

You are expected to cover your own cost of travel to and from local assignments. There may be certain occasions when you will be reimbursed for your travel expenses, but this will always be agreed with you prior to the booking and confirmed in writing. All expenses must be supported by relevant receipts and must be returned to the Company and uploaded to the system within 3 days of the expense being incurred. Only original receipts will be accepted – no copies or visa slips. If these travel receipts are not received within the stipulated time period the Company will be unable to claim them from the Client and will therefore be unable to reimburse you.

Deductions and Overpayments

If you owe the Company money as a result of any loan, advance on your fees or expenses, overpayment of fees or expenses, damage to Company property or that of others, default on your part or any other reason whatsoever, the Company shall be entitled as a result of your agreement to the terms of this Agreement to deduct the amount of your indebtedness to it from any monies which it may be due to make to you. Such deductions may include but are not limited to:-

1. Holidays taken which have not been earned;
2. The repair or replacement costs associated with the loss of or damage to a Company vehicle, or other Company property (including stock), while under your control or in your possession;
3. The excess payment on the Company's insurance (or an increase in their insurance premium) following a claim in relation to damage caused to a Company vehicle or other Company property, while under your control or in your possession;
4. Any driving fines, charges or penalties, whether incurred during or outside your normal hours of work and whether using a Company or private vehicle;
5. Any costs incurred in using a Company vehicle or other Company property, for personal use, where permission has not been obtained in advance from the Company, including the cost of private petrol consumed or private calls/text messages on a Company mobile or landline telephone;
6. Any cash shortages, stock deficiencies, damage to or loss of property suffered by the Company, as a result of your carelessness or negligence.

If the Company accidentally overpays you, you must immediately notify the Managing Director. The total overpayment will usually be deducted from the next monies owed to you but where this would cause hardship, the Company in its absolute discretion agrees to recover over a longer period of time. This should be discussed with the Managing Director.

Please see Appendix 1 at the bottom of this agreement for further information about the deductions applicable to your assignment.

Holidays and Holiday Pay

The holiday year runs from 1st January to 31st December. You are entitled to 5.6 weeks paid holidays per year (subject to a maximum of 28 days), inclusive of any public holiday entitlement. Your entitlement will be calculated on a pro-rata basis.

The Company will make an additional payment equivalent to 12.07% of your hourly fee, for each hour you work, as payment for the annual leave you have accrued and to fully satisfy your holiday entitlement. This additional payment will be separately detailed on your Pay Notification for clarity.

Other Paid Leave

You are not eligible for any other paid leave.

Sickness and Sick Pay

You must advise the Company, and (if applicable) the Event Manager at the earliest possible opportunity but no later than one hour before your scheduled start time, if you are going to be absent from work. You must call our staff line on 07825 992556 in order to provide notification of absence. Unless in the case of an emergency (for example you are hospitalised) you must make contact personally and attempt to speak with that person, not simply leave a message or send a text message.

Please respect the fact that finding a replacement for you is not an easy task at short notice, so please provide us with notification as early as reasonably practicable so the Company has more time to find a suitable replacement.

There are no sickness and injury pay schemes applicable under this agreement. For clarity, if you are unable to carry out the services due to illness or capacity or you are unavailable for any other reason, you will not be entitled to receive any fee in respect of the period of inability or unavailability.

Training

We offer in-house and external training, as appropriate to the assignment, subject to certain eligibility requirements and other conditions. Details of this training will be communicated by our booking team and can be provided on request.

In cases where the training is compulsory, we will usually fund this training, subject to the specifics of the assignment requirements.

Confidential Information

You agree that you will not use, divulge or communicate to any person, firm or organisation (except in the proper course of your duties during your assignment by the Company) any of the trade secrets or other confidential, technical or commercial information of the Company relating to the business, organisation, accounts, analysis or other affairs of the Company which you may have received or obtained or which has come to your knowledge while working for the Company. Confidential information includes:

1. Any information relating to the trading position, business, products, services, affairs and finances of the Company including (but not limited to) marketing information, lists and details of suppliers, agents, distributors, clients or customers and their needs, intentions and requirements and prospects lists;
2. Technical data and know-how relating to the business of the Company or any of its suppliers, agents, distributors, clients or customers including (but not limited to) product information, designs and specifications, design rights, trade secrets, computer systems and software, know-how, business method, manpower plans, ideas, drawings and plans, research and development, manufacturing processes and any processes, costs, margins, prices, business plans and forecasts;
3. Any document or item marked as confidential.

In particular, you will not without the prior written consent of the Company, permit any confidential information:

1. To be disclosed, whether directly or indirectly, to any third party, except to those authorised by the Company to know or as required by law; or
2. To be copied or reproduced in any form or to be commercially exploited in any way; or
3. To be used for your own purposes or for any purposes other than those of the Company or to be used or published by any other person; or
4. To pass outside your control.

You agree that you will inform the Company immediately upon becoming aware or suspecting, that a third party knows or has used any of the Company's confidential information.

All confidential information is the property of the Company and you agree to hand it and any copies over to the Company at the request of the Company.

Restrictive Covenant

You shall not, at any time during whilst you are engaged or during the six months immediately following any assignment, whether on your own account or on behalf of any other person, firm or company, directly or indirectly, in connection with any business similar to or in competition with the Company, solicit or endeavour to entice away any person, firm or company who was a client of the Company at the time of your assignment with the Company and with whom you had personally conducted business through the subsequent provision of any products or services similar to those provided by you on behalf of the Company.

You further agree that you will not, during your assignment or at any time during the six months immediately following your assignment, whether on your own account or on behalf of any other person, firm or company, directly or indirectly, in connection with any business similar to or in competition with the Company, deal with, or otherwise have contact with any person, firm or company who was a client of the Company at the time of your assignment with the Company and with whom you had personally conducted business through the subsequent provision of any products or services similar to those provided by you on behalf of the Company during the last six months of your engagement.

You shall not at any time whilst you are engaged or during the six months immediately following any assignment, employ, solicit, induce, entice or endeavour to entice away from the Company, whether on your own account or on behalf of any other person, firm or company, any person who was still a casual worker of the Company immediately prior to any assignment you may be working on with the Company.

You agree that the restrictions set out above are fair and reasonable and necessary to protect the legitimate business interests of the Company. In the event that any part of this section is found to be unreasonable or unenforceable or void, that part shall be severed and the remainder of this clause shall be enforceable with such deletion or modification as may be necessary to make it effective and for such a period as is found to be reasonable and valid in substitution for the period or periods contained in this section.

Intellectual Property Rights

For the purposes of this clause, 'Intellectual Property Rights' means patents, copyright, registered and unregistered design rights, discoveries, inventions, trademarks, database rights and other intellectual property or similar proprietary rights throughout the world and applications for registration of any of the same.

During any assignment or whilst you are engaged, you are always under a special obligation to further the interests of the Company in respect of Intellectual Property Rights.

To the extent permitted by law, you accept that such Intellectual Property Rights shall be owned absolutely by the Company and will so vest in the Company and the Company shall be entitled to make such additions, deletions, alterations or adaptations to or from any such Intellectual Property Rights as we shall in our absolute discretion determine. Otherwise, you agree to hold in trust for the Company any such Intellectual Property Rights.

You also agree, at the Company's request and expense, to enter into all such documents and do all such things necessary or as the Company may require to ensure, whether by assignment or otherwise, the Company's ownership of the Intellectual Property Rights and/or to obtain patent or similar protection for the Intellectual Property Rights in such parts of the world as the Company may specify and you agree to waive all moral rights. You will not seek to register your own ownership of any such rights and neither will you be entitled to receive any additional payment in respect of any Intellectual Property Rights.

These provisions on Intellectual Property Rights remain in force whilst you are engaged.

Social Media and Image Rights.

You waive any rights to photographic or video imagery or audio material created by you or others during the course of your work for the company, including any imagery in which you feature. You agree that the company or its clients may use any imagery created, including imagery or audio in which you are recognisable, for any purpose including promotion of the company or client. You agree to any such use without additional payment.

Data Protection

The Company will process personal data and sensitive personal data (also known as 'special categories of personal data') about you in line with applicable data protection legislation. This may include criminal record data. We will process your personal data where we have a legitimate interest to do so, in accordance with our Data Protection Policy which can be found in our Staff Handbook and our Privacy Policy which can be found on our website.

You will comply with your obligations under our Data Protection Policy and other relevant policies.

The Company may transfer your personal data and sensitive personal data outside the European Economic Area in accordance with the Company's Privacy Policy.

Common Law Duties and Conduct

If you accept any offer of work, you will owe the Company the usual common law duties expected from a Worker, which include:

- Ensuring that your conduct is not detrimental to the interests of the Company;
- Ensuring that your services are carried out with reasonable care and skill to a standard reasonably required by the Company;
- Complying with the Company's policies, procedures and practices;
- Taking all reasonable steps to safeguard your own safety and the safety of any other person who may be affected by your actions at work;
- Complying with all reasonable instructions and requests within the scope of the agreed services and duties.

Smoking

This is a no-smoking business and smoking is not permitted whilst working on any assignment. If you are entitled to a scheduled break and wish to have a cigarette, please ensure you remove any branded uniform first and smoke out of public sight.

Uniforms

If you are provided with a client's uniform and promotional material during an assignment, please ensure it is returned to your Event Manager at the end of the day. If there is no Event Manager managing the assignment then you will be responsible for the said items and should ensure that you take uniforms, kit and remaining promotional material home with you at the end of the activity.

Presentation

The Company expects all representatives to be immaculately presented at all times. Unless specific hair and make-up is detailed in the job brief, hair should be tidy and a sensible amount of make-up worn. Men must be clean shaven.

Computers, Telephones and Internet

You should be aware that the Company may monitor, intercept or record all communications received or made via the Company's telephone system or any other system including e-mail and Internet usage. By signing this Agreement you consent to such monitoring and surveillance by or on behalf of the Company.

You should not use the Company's telephone or e-mail system for personal use without permission. Monitoring may be conducted by any member of management but will be for work-related purposes only. Full guidance of what is acceptable is available from the Managing Director, however please note the following:

1. Accessing social networking sites, such as Facebook, is not permitted during working hours;
2. Downloading, accessing, viewing or forwarding material of a pornographic, discriminatory, racist or otherwise offensive material is not permitted at any time;
3. Further details of the Company computer and internet policy is in the Staff Handbook;
4. Personal mobile phones and other electronic devices should not be used while working except in an emergency.

Health & Safety

You agree to observe all health & safety rules and take all reasonable care to promote the health & safety at work of yourself, colleagues and others. You must adhere to the Company policy on health and safety and follow all the safety rules. The Company health & safety policy is contained in the Staff Handbook and you must familiarise yourself with this.

Pension Scheme

There is currently no pension scheme in place. In due course the Company will comply with new pension rules upon arrival of its staging date and you will be notified of relevant changes at the appropriate time.

Notice Periods/Termination

Although there is no formal requirement to give notice of termination of this agreement, both you and the Company agree to inform the other if either decides not to provide work to the other.

For clarity, the Company may remove you from its booking system if you are:

- Unable to accept an assignment on two consecutive occasions;
- Withdraw from an assignment by giving less than 48 hours' notice prior to the commencement of the assignment;
- Having started an assignment, withdrawn from it before its completion; or
- Breach any other provision detailed within this agreement.

Exclusion of Third Party Rights

This Agreement does not create any right enforceable by any person not a party to it.

Declaration

By accepting any assignment with the company:

You hereby confirm that You have received, read, understood and accept the above Casual Worker Agreement. You undertake to observe the terms and conditions contained therein.

By way of accepting the assignment, you confirm my acceptance of the terms and conditions contained in this Casual Worker Agreement.

As this document is provided electronically within the company's staffwise (previously watu) booking profile, and you have ticked the Terms of Engagement acceptance box on least once upon logging into staffwise (and/or previously watu), you agree that this constitutes acceptance of this Casual Worker Agreement without a physical signed copy being returned to the company.

APPENDIX 1: DEDUCTIONS FROM WAGES

Failure to stay on site until the end of the scheduled shift (without good reason and without informing the Company): Your wages will be reduced to the minimum level stipulated in the National Minimum Wage Act 1998 for the whole of the assignment. In addition you will only be paid for hours worked during this shift.

Failure to complete all dates booked on a campaign (without good reason and without informing the Company): Your wages will be reduced to the minimum level stipulated in the National Minimum Wage Act 1998 for the whole of the assignment.

Failure to adhere to the uniform guidelines in accordance with the assignment requirements: Your wages will be reduced to the minimum level stipulated in the National Minimum Wage Act 1998 for the whole of the assignment.

Completing duties to an unsatisfactory standard resulting in your work being the subject of a client complaint: Your wages will be reduced to the minimum level stipulated in the National Minimum Wage Act 1998 for the whole of the assignment.

Not returning demonstration products/promotional material if briefed to do so: Cost of product deducted from wages if demonstration products or promotional material not returned.