

Tracsis Casual Worker Agreement

General

This Casual Worker Agreement is 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.

This agreement 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.

The "Company" refers to any business actively utilising casual workers under the Tracsis Group banner. This includes and not limited to:

- Tracsis Events Limited of High Moor Yard, High Moor Road, Boroughbridge, North Yorkshire, United Kingdom YO51 9DZ and the Company registration number 03524447 (referenced as Events and historically CTM and SEP)
- Tracsis Traffic Data Limited with the registered address of High Moor Yard, High Moor Road, Boroughbridge, YO51 9DZ and the Company registration number 03896384 (referenced as TTD and Traffic Data)
- Tracsis Passenger Analytics Limited with the registered address of Nexus, Discovery Way, Leeds, England, LS2 3AA and the Company registration number 03313714 (referenced as TTC, TCI and Consultancy)

1. No Continuous Service

- a. 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. If you have not undertaken any work or been paid in a period of 3 months, we will process a P45 and send this to HMRC accordingly. If you require a paper copy please contact the Group Payroll Team.
- b. No employment with a previous employer or under a previous assignment counts as part of your period of continuous employment.
- c. This agreement governs 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.
- d. These Terms and Conditions annul any previous agreement whether verbal or written given to you at any time.

2. Application / Maintenance of Personal Details

- a. 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.
- b. By filling in details on the online application, you give the Company the right to share this information (including, but not limited to, personal information) within the group (the Company, any holding Company, any subsidiary of the Company or any subsidiary of the holding Company).
- c. The online application 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 any employment and/or character references.

- d. 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) sharing criminal convictions and medical information, 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 with third parties 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.
- e. You must keep all the information supplied on your application 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. The Company will accept no liability, nor will the burden be on the Company to recall any payments, changes to your medical or criminal convictions or information sent to outdated addresses, bank or email accounts.
- 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 European Union's General Data Protection Regulation (GDPR).

3. 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 Company representative or the administration team working on their 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. Any Personal Protective Equipment (PPE) that is issued must be worn correctly 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, public holiday 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.** You will be entitled to breaks in line with the Working Time Directive; please note that, owing to the nature of the work in accordance with the Directive, variations may apply. We cannot charge some clients for time spent on lunch breaks; in such circumstances, your lunch breaks will be unpaid.
- h.** At the beginning and end of every shift, it is your responsibility to sign in and sign out at the point of duty/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.

4. Holidays

- a.** You are entitled to the equivalent of 28 days' holiday per annum. This is inclusive of statutory and public holidays, and pro rata in accordance with hours worked.
- b.** Holiday pay will be added to your hourly rate of 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.
- c.** The holiday year commences on 1st January and finishes on 31st December each year.
- d.** Any accrued holiday not taken will be automatically paid at the end of each assignment.

5. Probationary Period

- a.** Probationary period is not applicable to casual workers.

6. Training

- a.** You will be required to complete the following Learning Management Systems (LMS) which are accessible via your profile page: Induction, Health and Safety, Customer Service and any venue specific packages essential to your role prior to booking/ deployment. Any remaining modules must be completed within two months of registration.
- b.** You may be required to complete additional training at the Company's discretion and will be paid at your normal rate of pay for any such compulsory training.

7. 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 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.

8. Payment and Deductions

- a. Your pay will be calculated according to the number of hours worked. For the Company to calculate your pay correctly, you are required to complete timesheets daily. These must be signed by your allocated Company Representative.
- b. Payment will be made by bank transfer (BACS) to your bank account. Note that if you provide incorrect bank details (name, sort code and account number) and/or fail to keep your bank details up to date via our website (via your personal login), payment may be delayed or made to the wrong bank account, and it may not be possible to rectify; in these circumstances no additional payment will be made.
- c. Payments are made within 15- 30 working days and the Company is responsible for paying your tax and national insurance which will be deducted at source.
- d. 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.
- e. You agree that the Company shall be entitled to deduct from your pay or other payments due to you the following:
 - i. Overpayments in relation to any salary, subsistence or expenses;
 - ii. damage or loss caused by you to Company property;
 - iii. any failure by you to return a Company vehicle;
 - iv. the cost of Company property damaged or not returned by you, including the cost of recovery and/or repairs and/or replacement of such property;
 - v. any money which you may owe to the Company at any time;
 - vi. any other losses caused by you;
 - vii. any monies due or monies owed under the training provision of this clause and/or under any other training costs agreement.
- f. Pension contributions due (if any) will be deducted from your remuneration and paid to the pension provider on your behalf (see 9. Pension Provision below).

9. Pension Provision

- a. 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 and paid into the scheme on your behalf; if you choose to opt-out of the scheme after being enrolled (which must be completed within regulatory period as specified by the Pension Regulator of enrolment) any monies deducted from your income will be refunded.
- b. Tracsis uses postponement for three months from the start date of duties. This means you will be assessed for auto enrolment three months after your start date. On the last day of the postponement period, you will then be assessed and if you meet the auto enrolment criteria you will be enrolled into the pension scheme.

We must enrol any of our staff who meet all the following criteria:

- Earn over £192 per week (or £833 per month) known as “the earnings trigger for automatic enrolment”
- Are aged 22 or over and
- Are under state pension age.

If you don't meet the criteria, you can also ask to join the scheme now or in the future.

If you ask to join you will put money into the pension each month directly from your pay, and the government may also contribute through tax relief. If you earn over £120 a week (or £520 a month), known as “the lower

level of qualifying earnings” when you ask to join, the minimum amount you will put into the scheme will be 5% of your earnings. We will also contribute to the pension on your behalf. If you earn less than £120 a week when you ask to join, we are not obliged to contribute.

How to join

To join the scheme either now or in the future, please tell us in writing by sending a letter which must be signed by you or alternatively, you can send an email, please include the phrase, ‘I confirm I personally submitted this notice to join a workplace pension scheme’.

If you wish to send your request in writing, please mark for the attention of Payroll and send it to High Moor Yard, High Moor Road, Boroughbridge, YO519DZ. If you wish to send your request by e-mail, please e-mail pensions@tracsis.com

- c. You will be advised on your payslip of deductions made from your remuneration that relate to pension contributions.
- d. Processing as a leaver - Please note that if no work is carried out for 3 months, the payroll team will process you as a leaver with the HMRC to keep your tax record up to date. If you decide to work following this, you will be enrolled as a new starter, and you will go through the auto enrolment process for pension contributions again. If you require a copy of your P45, please email payslips@tracsis.com.

10. 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.

11. 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.

12. 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/ workers, its clients or third parties in any way via any medium (including, but not

limited to, email, social media sites and web forums); being under the influence of alcohol, drugs or any other illegal substances whilst at work; theft of any kind; 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.

13. 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 information owner and will not be disclosed to any other party in any way.

14. Health and Safety

- a. Everyone 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 Company's Health and Safety Policy – additional 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 all requirements/instructions therein.
- c. Any Personal Protective Equipment (PPE) that is issued must be worn correctly at the relevant time.

15. 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 liability or claim.

16. Whole Agreement and Amendments

- a. This statement supersedes all previous agreements (whether verbal or in writing) relating to your engagement with the Company.

17. Notices

- a. Any written notice requiring to be served by you to the Company shall be deemed duly served if, in the case of one addressed to the Company, it is sent by ordinary letter post to or left at the

premises of the Company, or if sent by email has had a non-automated written/email response from an authorised recipient.

- b. Any written notice requiring to be served to you by the Company shall be deemed duly served in the case of one addressed to you is handed to you personally or is sent by ordinary letter post to your last known residential address in the United Kingdom or sent by email to your last known email address registered on the Company systems (unless the email bounces back in which case an alternative method of serving the notice will be applied).

18. Governing Law and Jurisdiction

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

19. Company Property

- a. All documents, manuals, hardware and software, tally counters and PPE 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.
- b. 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 the relevant site supervisor or nearby offices at any time on request and in any event at the end of each assignment.
- c. The Company also reserves the right to deduct from any monies due to you, any costs or expenses which the Company reasonably incurs from any failure by you to comply with your obligations under this clause. You also agree, that if after deduction of any monies due to you, there are still monies owed by you to the Company, for a breach by you of this clause, then you will immediately repay to the Company any amount still owing to the Company. You also agree that such monies are repayable by you to the Company as a debt.

20. Disciplinary Procedure

Failure to comply with our Code of Conduct and the rules and guidance set out in these Appendices will result in disciplinary procedures being taken.

Unacceptable conduct or performance depending on its severity and nature may fall into the following categories: verbal warning; written/email warning; dismissal.

Gross Misconduct

Certain aspects of behaviour, conduct and performance, will be construed as gross misconduct, which is misconduct of such a nature that it fundamentally breaches the contractual relationship between the worker and the employer. The only appropriate sanction is dismissal.

Examples of Acts of Gross Misconduct (This is not an exhaustive list).

- a. Deliberate, or serious breaches of conduct standards, rules and/or regulations;
- b. Theft of money, or property, belonging to the business, a fellow worker, or a third party;
- c. Any action which can be construed as intent to defraud or deceive;
- d. Being under the influence of intoxicants, drugs, or other illegal substances;
- e. Fighting, or physical assault;
- f. Abusive and/or threatening behaviour;
- g. Grossly indecent, or immoral behaviour;
- h. Refusal to carry out a legitimate management instruction;

- i. Deliberate or serious breach of Health & Safety rules;
- j. Carrying out private work on the business premises without express permission;
- k. Deliberate damage, destruction, or sabotage, of our property, or any property belonging to a fellow worker, or third party;
- l. Discriminatory conduct or harassment;
- m. Deliberate or serious, breach of computer, software, e-mail, internet, social media rules, procedures and policies;
- n. Any material failure to comply with any rules or procedures of the Company;
- o. Any failure to deal with any legal requirement, regulatory requirement or other regulatory matter relating to the business of the Company; and
- p. Any act or omission which in the reasonable opinion of the Company may damage the business or reputation of the Company or any Group Company or which could adversely impact on the business of the Company or any Group Company.

This does not create any arrangement or obligation of employer/employee. These matters are however relevant to the worker in the engagement of the worker, on a casual basis by the Company.

21. Declaration

I have read this document and understand and accept the terms within it. This Agreement should be read in conjunction with the Casual Worker Handbook which details the Company's expectations and site protocols.

I further understand that if I undertake additional skilled work such as CSAS, I will be required to agree to further Terms and Conditions specific to that role or accreditation body.

I acknowledge that personal data about me will be retained by the Company and/or its third party representatives in a manual or computerised form, and in acknowledging this, I give my permission for such data to be processed in a fair and lawful manner in accordance with the European Union's General Data Protection Regulation (GDPR).

Your acceptance of this agreement is captured upon signing up via the web portal, alternatively booking yourself in to work at any Tracsis projects constitutes your acceptance of this agreement.

Workers are expected to adhere to the Company [Health & Safety](#) and [Environmental Policy](#).

Appendix 1 - Code of Conduct

It is important that our workers always conduct themselves appropriately when working. The following points must be adhered to:

- a. Workers must always abide by the health and safety rules and procedures.
- b. Workers must carry out all reasonable instructions given to them by office staff, coordinators, station staff or clients.
- c. Rudeness towards clients, other workers, or the Company's employees, objectionable or insulting behaviour, harassment or bullying are strictly prohibited.
- d. Consumption of alcohol or illegal drugs whilst on site or prior to travelling to site are strictly prohibited. Workers must not arrive for work under the influence of alcohol or drugs. It may be appropriate for the Company to carry out spot checks. The Company reserves the right to carry out random searches and/or testing in relation to alcohol or illegal drugs, or in relation to any other potential or suspected criminal or legal offences or activities. This right extends to the worker and other workers or third parties. The Company will have regard to the relevant legislation in force from time to time when considering such appropriate action or searches, the Company also reserves the right to refer matters to any regulatory, legal or other relevant body or to assist in relation to any criminal or civil actions or claims which may be brought by the Company or any third parties in relation to a worker,
- e. Dress code is casual, unless specified otherwise, but should be clean and presentable.
- f. Work should be completed to the best of the worker's ability and as accurately as possible.
- g. A worker should not accept a shift unless they are fully confident that they can complete the entire shift. Persistent lateness, failure to complete allocated shifts and unauthorised absenteeism will be noted and dealt with accordingly.
- h. The submission of fake, misleading, or deliberately, inaccurate data for any reason is considered gross misconduct and any worker discovered having submitted data of this kind will be subject to disciplinary action. Workers are also referred to the obligations in the agreement regarding carrying out their duties with reasonable care and skill. This relates to the monitoring, maintenance and provision of relevant data and data collection. The workers also accept the Company's right to make deductions from any wages or monies due to a worker if there is a failure to comply with the obligations in relation to data and data collection.
- i. The worker also accepts and acknowledges that the Company's ability to obtain commercial benefit, including various payments and remuneration from its clients, customers and third parties is dependent on the provision of accurate data and data collection. The worker confirms that in entering into this agreement, the worker is aware of and will use all best endeavours to assist the Company to ensure compliance with its obligations to third parties, in relation to the Company's business and the business of any Group Company in relation to data collection and maintenance.
- j. Workers must return any data collected immediately after the completion of the work they are undertaking. Regular failure to return data on time will be noted and may lead to disciplinary action.
- k. You must adhere to the Highway Code at all times, a copy of which can be found here: <https://www.gov.uk/guidance/the-highway-code>
- l. You must perform duties in a precise manner at the location instructed. If this location is obstructed, or you feel it is unsafe, contact your supervisor or the project management team.

Failure to comply with these points above will be investigated and could lead to disciplinary action and, depending on circumstances, dismissal. This could include the Company not offering further assignments to a worker. As a Company Partner of the Market Research Society (MRS) we, and our casual workers, are bound by their Code of Conduct, as listed below. A more detailed Code of Conduct is available on request from the Project Team. Where relevant, aspects of the Code of Conduct will be discussed in pre-work briefings.

Failure to comply with the MRS Code of Conduct could also lead to no further work being offered to you as a casual worker.

Appendix 2 – Expense Claim Policy and Procedure

This section is only applicable to workers who accept contracts for Traffic Data or Customer Insights.

Policy Statement

We will reimburse casual workers for reasonable expenses necessarily and exclusively incurred in connection with its business. Provisions are set out below as to what can be claimed for. Casual workers are responsible for ensuring expense claims are made in a timely and accurate manner and are submitted along with the relevant timesheet to the Project Team. Expense claims are to be accompanied with relevant receipts. Expense claims submitted without receipts will be rejected. Deliberate falsification of a claim or evidence required to make a claim may constitute Gross Misconduct and may result in Disciplinary Procedure being invoked. Expenses should be kept to a minimum wherever possible.

General Principles

The general principles of this policy are:

- a. The respective timesheet should be completed, with all supporting VAT receipts attached.
- b. This should be passed to the Project Team in order to be processed.
- c. Once processed, the expense claim will be paid directly into your bank account, expenses will be paid monthly.
- d. Where VAT is applicable, a valid VAT receipt MUST be obtained. No claims will be paid without a supporting VAT receipt.
- e. Casual workers must submit an expense claim within 5 weeks of incurring the expenditure. The Company reserves the right not to pay any expenses claimed more than 1 month after they have been incurred.

Paid Expenses

Consideration will be given to all reasonable expense claims, provided they are accompanied by a valid receipt.

Parking

- a. Parking costs incurred in relation to a work assignment may be claimed via the normal manner of expense claims, provided they are accompanied by a valid receipt.
- b. Consideration should be given to the cost of parking, excessive cost to the Company should be authorised by the Project/ Manual Manager before carrying out any assignment.

Other Travel Expenses

- a. Due to the nature of the work, we understand there may be other expenses which are acceptable to be claimed for in relation to enumerator duties. This can be extended to such items rail tickets, toll charges, congestion charges. However, authorisation must be sought from the Project Manager prior to submission.