

# Terms & Conditions

# REDWIGWAM WORKER TERMS AND CONDITIONS

**LATEST UPDATE: 10/06/2020**

## **Agreement for Temporary Work**

This agreement sets out the basis on which any individual may be offered any temporary work by redwigwam, The Mothership Landing Pad, 49 Jamaica Street, Liverpool, L1 0AH.

## **Definitions & Statement**

In these Terms of Business the following definitions apply: **“On-line Solution”** means the redwigwam Website and any App tools used to source, find and manage temporary jobs for individual workers.

**“Working Day”** is any day of the week which includes weekends and bank/public holidays as redwigwam is a 24x7 hour business.

**“The Company”** name is redwigwam.

## **1. The Agreement**

The Company redwigwam will operate as an employment Business.

redwigwam's need for individual workers to perform work varies from time to time, and you have confirmed that you may be available for work. redwigwam is not obliged to offer you work at any time, and you are not entitled to a minimum number of hours of work per day, week or year.

If redwigwam does offer you work, you are under no obligation to accept it. Any purchase made as part of roles for redwigwam are not for re-sale and anyone found doing so will have their account put on hold immediately.

Should you elect to undertake work (the “assignment”), you will be required to complete it to redwigwam's high performance standards.

This agreement sets out the relationship between you and redwigwam in the event that Redwigwam offers you work and you choose to accept it. It does not create legal relations until you choose to accept an assignment.

## **2. Hours of work**

A worker's hours of work for each assignment will be determined by redwigwam in advance of the assignment and set out in accompanying communication via the redwigwam website. The Hirer can increase or decrease these hours on the day subject to the job.

Where redwigwam is unable to provide written details of the assignment in advance of the assignment, details will be confirmed verbally and followed up with written



confirmation within 3 days of the commencement of the assignment or as soon as is practically possible having received written confirmation from the Hirer.

### **3. The Terms**

If temporary work is matched to you, you will be required to demonstrate that you have valid experience, training, qualifications and any other authorisation which the Hirer considers necessary, or which are required by law or by any professional body to work in the position which the Hirer seeks to fill as required before you will be eligible to carry out the work. This will be provided through the redwigwam website and will not be carried out at the expense of the Company.

If temporary work is offered redwigwam will ensure that adequate insurance is in place.

If temporary work is offered and accepted, you will be told the approximate duration of the assignment available but either you or redwigwam may terminate the assignment by giving reasonable notice.

There is no continuity of service between you and redwigwam between the termination of one assignment and the commencement of the next assignment. If you accept an assignment, your period of continuous employment will begin on the date on which the assignment starts and will end on the date of termination of the assignment. No employment with a previous employer or under a previous assignment counts towards a period of continuous employment.

Where redwigwam offers an assignment to you, it does not give rise to a presumption that it will offer you further assignments, nor that you will accept any work that it offers to you in the future.

If temporary work is offered to you, the type of work to be carried out will be detailed in an accompanying communication via the redwigwam website.

#### **Working Visas**

There is a variety of UK working visas, work permits and passports that will enable a Worker to legally work in the UK and each has its own eligibility requirement and restrictions.

Each worker must abide by the restrictions stated on their visas, work permits or passports and must not work more than the permitted hours per week as per the stipulations - to work above the stipulated hours is a serious offence and may jeopardise your stay in the UK.

### **4. The Assignment**

redwigwam will send an email to your personal email address or provide a text message to explain the work that it wishes to offer to you and the date that the assignment is due to start.



If you wish to accept the assignment, you must confirm your acceptance via your dashboard on the redwigwam website or App.

After you have accepted the assignment, you may receive a full brief and/or relevant documents to enable you to complete the role. It is your responsibility to ensure that you read and fully understand these documents, failure to follow the documents may result in timesheets being declined and further action may be taken.

If you do not wish to accept the assignment, simply please ignore the job on your dashboard.

It is your responsibility to ensure that you deliver all aspects of the assignment in full including the completion of associated documentation as and when required. These should be submitted to redwigwam before the end of any assignment. Payment will be dependent on meeting the criteria specified for each specific job. At the end of each assignment any equipment, belonging to the Hirer or redwigwam must be returned, unless you are otherwise instructed to do so. Failure to return any item(s) when requested to do so, may lead to redwigwam reclaiming the cost of the item(s) from you and the possibility of disciplinary action.

## **5. Pay**

Prior to commencement of the assignment, you will be required to produce evidence that you are eligible to work in the UK and in addition provide a form P45 or to complete a form P46 as is required. PAYE Tax and N.I will be deducted from any payments made as appropriate.

You will be paid an hourly rate or a fixed sum as agreed for each assignment. Your pay will be calculated according to the number of hours that you work or a fixed sum, subject to deductions for tax and national insurance contributions.

At the end of each assignment you are required to complete a Timesheet / Tracker, signed by the hiring company, agreeing a satisfactory completion of the assignment and also providing proof of attendance as agreed ahead of each assignment. This should be submitted to redwigwam at the end of each assignment.

Timesheets are signed off by the hirer's and redwigwam will aim to pay you 24 business hours after the timesheet has been approved (should you be on the daily payroll).

Where this is not possible due to technological reasons or otherwise, (due to current circumstances we will move to two weekly pay runs on a Friday. The next 3 pay dates will be 3rd April, 17th April and the 1st May).

If the timesheet/ job description indicate that a job needs to be completed and reported on by a certain date and you fail to meet this requirement, the hirer and redwigwam will deem this as the job has not been completed and we reserve the right to waive payment for the job.



If the timesheet/ job description indicate that a bonus will be paid if timesheets are submitted by a certain date and time, the system will determine the date and time automatically. This means that a one second delay in submission will forfeit the bonus. Where results are not uploaded by the worker and sent directly to redwigwam, the bonus will be forfeited regardless of time of submission.

If the job description and or brief indicate that a job must be reported on by a set date and time, the timesheet will expire on this date and time. This means that payment will be forfeited and a potential downgrading of the worker will take place.

## **6. Annual Leave**

As a Worker you are entitled to a total of 28 days per annum, therefore 7 days holiday per quarter, inclusive of bank and public holidays. Your entitlement will be calculated on a pro rata basis, depending on the number of hours that you work within that period.

redwigwam would like to encourage that each Worker takes holiday time and reinforces the necessity for time off.

You will not be entitled to carry forward accrued holiday entitlement from one year to the next.

You will be advised of the resultant rate of pay at the commencement of each work assignment.

In order to effectively manage holiday entitlement for our thousands of workers, redwigwam will manage holiday entitlement on a quarterly basis. Holiday pay will be accrued on a quarterly basis based on the applicable rate of each assignment and will be paid on request. Holiday pay will not be automatically rolled over into subsequent quarters, it is your individual responsibility to take and request holiday in accordance with this holiday policy to encourage our workers to take time off. Other than holiday pay, you do not qualify for any other company benefits.

## **7. Sickness**

If you become sick prior to an assignment, you must advise redwigwam as soon as is practical but no less than 12 hours before the start of the assignment. You will not be asked to attend this assignment and any rights to payment or accrued entitlements for this assignment are void.

If you become sick during an assignment, you must advise your supervisor and redwigwam within one hour on the day of your absence of the fact of your absence, the reason for your absence, and how long you expect to remain absent. You must keep redwigwam informed of subsequent sickness absences. You will not receive any payment during any form of absence.

On your return to work, you must obtain, complete, and return to your supervisor and redwigwam a self-certification form before the end of your first working day. For all absences in excess of seven days, you must provide a medical certificate from your doctor.



You should not accept an assignment if you know that you will be unable to work all or any of the hours agreed because of sickness or injury.

## 8. Health and Safety

You must take all reasonable steps to safeguard your own health and safety and that of any other person who may be present or be affected by your actions on the Assignment and comply with the Health and Safety policies and procedures of the Hirer.

## 9. General Data Protection Regulation (GDPR) & Data Protection Act 2018

redwigwam takes the security and privacy of your data seriously. We need to gather and use information or 'data' about you as part of our business and to manage our relationship with you. We intend to comply with our legal obligations under the **Data Protection Act 2018** (the '2018 Act') and the **EU General Data Protection Regulation** ('GDPR') in respect of data privacy and security. We have a duty to notify you of the information contained in this policy.

redwigwam will hold data in accordance with our statutory data protection and retention obligations as may be required by law. We will only hold data for as long as necessary for the purposes for which we collected it and in line with our Privacy Notice.

Personal data might be provided to us by you, or someone else (such as a former employer, your doctor, or a credit reference agency), or it could be created by us. It could be provided or created during the recruitment process or during the course of the assignment (or services) or after its termination. It could be created by your manager or other colleagues.

In most situations we will not rely on your consent as a lawful ground to process your data. If we do however request your consent to the processing of your personal data for a specific purpose, you have the right not to consent or to withdraw your consent later. To withdraw your consent, you should contact or unsubscribe as per detailed below.

We will only process special categories of your personal data in certain situations in accordance with the law. For example, we can do so if we have your explicit consent. If we asked for your consent to process a special category of personal data then we would explain the reasons for our request. You do not need to consent and can withdraw consent later if you choose following the process detailed below.

redwigwam is a **"data controller"** for the purposes of your personal data. This means that we determine the purpose and means of the processing of your personal data.

redwigwam will collect and use the following types of personal data about you:

- Recruitment information such as employment history, ratings, validation



documents, references, application form, qualifications and membership of any professional bodies or any pre employment assessments

- Your Contact details and date of birth
- Contact details of your emergency contacts
- Your gender
- Your marital status and family details
- Information about your assignment – including start and end dates, role's, locations, working hours and salary details
- Your bank details and information in relation to your tax status including your National Insurance Number
- Your Identification documents including passport and driving licence and information in relation to your immigration status and right to work for us
- Information relating to your performance and behaviour at work
- Information relating to disciplinary or grievance investigations and proceedings involving you
- Any other category of personal data which we may notify you from time to time

redwigwam will process your personal data in accordance with our obligations under the 2018 Act.

## **10. redwigwam Communication**

### **Unsubscribing**

There are various ways redwigwam may contact you to alert you to jobs or specific marketing material. You can opt into different ways through your profile, there are also various opt-out levels for your convenience.

### **Opt out of automatic emails**

This will stop any automatic job alerts being sent to you. If you do book onto a role you will still receive booking confirmations, job briefs and your payment emails.

### **Opt out of marketing emails**

This will stop any information that maybe useful to you such as pensions/rewards and redwigwam newsletters being sent to you. You may still receive any legal notices that redwigwam has to deliver.

### **Opt out of manual emails**

From time to time redwigwam uses different ways to match and communicate with workers, sometimes we may send you an email that is generated by one of the team and not the system. These generally contain a bit more information about the role and may include any additional bonuses or incentives.

### **Removing your account**

If you've not completed a role with redwigwam we can remove your account instantly, and none of your personal information is kept.



If you have completed a role with redwigwam we are required to keep some of your personal information as per UK Government and HMRC guidelines. The maximum amount of time we will keep your data past the date you asked to be removed is FIVE (5) years.

## **References**

Where references are applied for and consent given redwigwam will only provide a factual reference.

## **11. Restrictive Covenant**

The worker will not directly solicit employment with any Hirer during or after any assignment up to a period of 12 months. Should the Hirer wish to engage with the worker, we will share appropriate contact details with them but only with your prior consent, should any individual seeking employment not wish to have their details shared with a Hirer with who your specific job requirements, skills and qualification match please inform redwigwam in writing that this is the case. In such circumstance, you will still be eligible for other jobs on redwigwam.

## **12. Acceptance of T&C's**

By accepting a temporary assignment you agree to abide by all that you have read and understood in all relevant policies and procedures and general terms and conditions that have been provided to you directly or via the redwigwam website.





redwigwam