



# STAFFING MATCH



Industrial Application Form  
2018

Applicant Name \_\_\_\_\_

# Application Form

**Employee Code:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_

**PLEASE COMPLETE ALL SECTIONS. YOU WILL NEED BANK DETAILS, PROOF OF ELIGIBILITY TO WORK AND REFERENCE DETAILS.**

FIRST NAME(S)		SURNAME	
MR / MISS / MRS / MS	GENDER: MALE / FEMALE	PREVIOUS NAMES (IF APPLICABLE)	
TELEPHONE NUMBER:		MOBILE NUMBER	
ADDRESS			
			POSTCODE
	DATE OF BIRTH		NATIONAL INSURANCE NUMBER
IN CASE OF EMERGENCY CONTACT NAME		TEL NO.	RELATIONSHIP
NATIONALITY		TOWN OF BIRTH?	
DO YOU HAVE ANY UNSPENT CRIMINAL CONVICTIONS OTHER THAN ANY TREATED AS SPENT UNDER THE PROVISIONS OF THE REHABILITATION OF OFFENDERS Act 1974			Yes      No
DO YOU HAVE ANY COURT CASES PENDING AGAINST YOU?			Yes      No
DO ANY OF YOUR BELIEFS RESTRICT YOU FROM WORKING IN ANY PARTICULAR WORK OR ENVIRONMENTS?			Yes      No
WOULD YOU BE PREPARED TO TAKE A DRUG OR ALCOHOL TEST? (THIS IS A REQUIREMENT FOR SOME OF OUR CLIENTS)			Yes      No
ARE YOU HAPPY TO ALLOW US TO PROVIDE YOUR DATA TO CLIENTS FOR THE PURPOSE OF WORK FINDING ACTIVITIES?			Yes      No
IS THERE ANY TYPE OF WORK THAT YOU DO NOT WISH TO DO OR COMPANIES THAT YOU DO NOT WISH TO WORK FOR?			Yes      No

**BANK DETAILS** – PLEASE PAY MY WAGES INTO THE FOLLOWING ACCOUNT. N.B. WAGES MAY ONLY BE PAID INTO OWN OR PERSONAL JOINT ACCOUNT

BANK NAME		ACCOUNT NAME	
ACCOUNT NUMBER		SORT CODE	
PERSONAL EMAIL ADDRESS (ESSENTIAL AS YOUR PAYSリップ WILL BE EMAILED TO YOU)			
I UNDERSTAND AND ACCEPT THAT MY PAYSリップ WILL BE SENT TO ME ELECTRONICALLY AS AN E-PAYSリップ TO THE ABOVE EMAIL ADDRESS ✓			

**YOUR PRESENT CIRCUMSTANCES** (Read the following statements carefully and enter 'X' in the one box that applies to you)

		<b>X</b>
This is my first job since last 6 April and I have not been receiving taxable Jobseeker's Allowance, Employment and Support Allowance or taxable Incapacity Benefit or a state or occupational pension	A	
This is now my only job, but since last 6 April I have had another job, or have received taxable Jobseeker's Allowance, Employment and Support Allowance or Incapacity Benefit. I do not receive a state or occupational pension	B	
I have another job or receive a state or occupational pension.	C	
STUDENT LOANS (ADVANCED IN UK) If you left a course of Higher Education before last 6 April and received your first Student Loan instalment on or after 1 September 1998 and you have not fully repaid your Student Loan, enter 'X' in box D as well as either A,B or C above. (If you are required to repay your Student Loan through your bank or building society account do <b>not</b> enter an 'X' in box D)	D	

Some of the jobs that we could place you in require a basic criminal records check (CRC).

**EITHER:** I authorise Staffing Match to obtain my basic CRC via a disclosure and barring service approved third party at a cost to you:

Signature: .....

**OR:** I will obtain the CRC from the UK Disclosure and Barring Service and will pay for this service myself:

Signature: .....

**HEALTH ASSESSMENT**

**AGREEMENT ON THE WORKING TIME REGULATIONS 1998 REGARDING MAXIMUM WEEKLY WORKING TIME**

**EITHER:** I am prepared to work an average of more than 48 hours per week in any 17-week period:

Signature: .....

**OR:** I do not wish to work an average of more than 48 hours per week in any 17-week period:

Signature: .....

I authorise SM Global to contact my former employers, educational establishment, government agencies and personal referees for verification of the information provided

Signature: \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

I declare that the information I have given is correct, complete and accurate to the best of my knowledge. I declare any misrepresentation of the facts is a ground for refusal of employment or disciplinary proceedings (and, in appropriate cases, criminal charges); I confirm that I will notify any changes to the above information. False or incomplete information may result in termination of contract.

**SIGNATURE**

.....

**DATE**

.....

**HOME ADDRESS** – OUR CLIENTS REQUIRE YOU TO PROVIDE AT LEAST 5 YEARS' HISTORY OF WHERE YOU HAVE LIVED

FULL HOME ADDRESS INCLUDING POST CODE	MONTH YEAR FROM/TO

**PREVIOUS WORK RECORD/EXPERIENCE** - OUR CLIENTS REQUIRE YOU TO PROVIDE AT LEAST 5 YEARS' HISTORY

COMPANY / AGENCY NAME & FULL POSTAL ADDRESS INCLUDING POST CODE	JOB TITLE	FROM MONTH/YEAR	TO MONTH/YEAR	CONTACT DETAILS

**EDUCATION & TRADE/PROFESSIONAL QUALIFICATIONS IN THE PAST 5 YEARS ONLY**

DATES - FROM/TO	NAME & ADDRESS OF SCHOOL/COLLEGE/COURSE	SCHOOL/COLLEGE TELEPHONE NUMBER

This pack has been checked and signed off by

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## Medical Questionnaire

Staffing Match provides specialist recruitment and outsourcing solutions for the logistics and food sectors. This involves placements and engagements in warehouses, distribution centres and food production facilities. The work required includes the use of heavy items, warehouse machinery and the handling of food. Manual lifting, the handling of heavy items and food are intrinsic functions of the roles available with Staffing Match therefore, it will not be possible for these tasks to be avoided. As a result of this, Staffing Match is required to ask you a series of necessary questions about your health for the purpose of establishing whether you are able to perform those functions (with reasonable adjustments if you are disabled, if required). Staffing Match is also aware of its duty to make reasonable adjustments for disabled job applicants during the recruitment process, and these questions are necessary for establishing whether such adjustments are required.

Staffing Match is fully aware of its obligations under the Equality Act 2010 in respect of the request for this information and acts fully in compliance with the provisions of that legislation.

Please answer all questions and sign where indicated. The information you provide on this form will be treated with the highest levels of confidentiality.

Please tick the appropriate boxes -

**1. Do you suffer from, or have you previously suffered from any of the following:**

ALLERGIES	YES:	NO:	COMMENTS:
ANGINA	YES:	NO:	COMMENTS:
ASTHMA	YES:	NO:	COMMENTS:
ARTHRITIS	YES:	NO:	COMMENTS:
BACK, NECK OR SHOULDER PAIN	YES:	NO:	COMMENTS:
BRONCHITIS	YES:	NO:	COMMENTS:
BLADDER OR KIDNEY INFECTION	YES:	NO:	COMMENTS:
COLOUR BLINDNESS	YES:	NO:	COMMENTS:
DEFECTIVE VISION (That cannot be corrected by Spectacles)	YES:	NO:	COMMENTS:
DEPRESSION	YES:	NO:	COMMENTS:
DERMATITIS, PSORIASIS OR ECZEMA	YES:	NO:	COMMENTS:
DISCHARGE FROM, OR INFECTION OF THE EARS	YES:	NO:	COMMENTS:
DIABETES	YES:	NO:	COMMENTS:
DIARRHOEA, DYSENTERY OR FOOD POISONING	YES:	NO:	COMMENTS:
EPILEPSY	YES:	NO:	COMMENTS:
FAINTING OR BLACKOUTS	YES:	NO:	COMMENTS:
FREQUENT SORE THROAT	YES:	NO:	COMMENTS:
HEARING DIFFICULTIES	YES:	NO:	COMMENTS:
HEART CONDITIONS	YES:	NO:	COMMENTS:
HEPATITIS OF TYPHOID	YES:	NO:	COMMENTS:
HERNIA OR RUPTURE	YES:	NO:	COMMENTS:
HIGH BLOOD PRESSURE	YES:	NO:	COMMENTS:
IRRITABLE BOWEL DISEASE	YES:	NO:	COMMENTS:
MENTAL DISORDERS	YES:	NO:	COMMENTS:
NERVOUS DISORDERS	YES:	NO:	COMMENTS:

PERSISTENT HEADACHE OR MIGRAINE	YES:	NO:	COMMENTS:
RAYNAUD'S DISEASE	YES:	NO:	COMMENTS:
RECURRING CHEST PAIN	YES:	NO:	COMMENTS:
RECURRING GASTRIC PROBLEMS	YES:	NO:	COMMENTS:
RHEUMATISM	YES:	NO:	COMMENTS:
SCARLET FEVER OR RHEUMATIC FEVER	YES:	NO:	COMMENTS:
SHORTNESS OF BREATH (Brought on by moderate exertion)	YES:	NO:	COMMENTS:
SKIN PROBLEMS OR RASHES	YES:	NO:	COMMENTS:
STOMACH OR DUODENAL ULCERS	YES:	NO:	COMMENTS:
TUBERCULOSIS	YES:	NO:	COMMENTS:

**2. If you are currently receiving any treatment from your Doctor or Hospital, or taking any medication which may affect your ability to perform the intrinsic requirements of the role, please provide details:**

**3. How many weeks absence from work, due to sickness or injury, have you had in the last 2 years?**

- Up to 3
- 4+
- 8+

**4. Have you travelled abroad in the last 12 months?** Please circle

YES:    NO:

**If 'YES', Please state when and where:**

**5. Are you able to work nights?** Please circle

YES:    NO:

**If 'NO', please state why:**

6. Are Staffing Match Driver Recruitment required to make any adjustments on your behalf whilst you work nights? Please circle

YES NO

7. Have you in the past year had to consult your GP with any medical condition which may relate to working nights? Please circle

YES NO

If 'YES', please provide details:

8. Can we approach your Doctor, should the need arise?

YES NO

If 'YES', Please provide your Doctor's details:

*I understand and agree that the information sought in this questionnaire is necessary due to intrinsic requirements of the role for which I'm applying. I conform that the information I have given on this form is, to the best of my knowledge and belief true and correct.*

SIGNED:

.....

PRINT NAME:

.....

DATE:

.....

**FOR OFFICE USE ONLY**

COMMENTS:

.....

.....

Registering Consultant Name: .....

Signature: .....

Date: .....



## Aptitude Test

### Numerical reasoning

26 + 15	
149 + 32	
85 - 46	
102 - 77	
12 X 5	
17 X 6	

-

Total achievable =6 Total score =

### English Language

Match the correct word to the missing space in the sentence below

Words - Help, money, work, run, pass, bank, exit, bend

1. The sign said I must not \_\_\_\_\_ in case I slip.
2. I would like to \_\_\_\_\_ people who are less fortunate than me
3. There is traffic today, I am going to be late for \_\_\_\_\_
4. I went to pay the cashier but I did not have enough \_\_\_\_\_
5. I am sitting a test and hope that I \_\_\_\_\_
6. I have opened a new \_\_\_\_\_ account
7. In the event of fire I must leave by the nearest \_\_\_\_\_
8. I must always \_\_\_\_\_ my knees when I lift a box from the ground

**Total achievable = 8 Total score =**

## Warehouse Aptitude Test

Location	Pick amount/UNITS	Item name	Rrp	Customer
AISLE 20	49	SPRING CARDIGAN	29.99	ZARA
AISLE 23	26	APPLE IPAD	399.99	CURRYS
AISLE 32	102	ALIEN PERFUME	49.99	WDF
AISLE 49	27	HUGO BOSS MENS	34.99	WDF
CHILLER	250	EVIAN WATER	75P	WH SMITH
FREEZER	80	MAGNUM ICE CREAM	95P	WH SMITH
DISPATCH AREA	12	MUBERRY PURSE	425.99	MULBERRY
LOADING BAY	30	SIZE 2 BOX	0	ZARA
PRODUCTION LINE	73	BLANK LABELS	0	ZARA

### **QUESTIONS**

1. How many units of alien perfume will be picked?
2. Which customer ordered alien perfume
3. In what location will you find the blank labels?
4. How many units have been ordered by Zara in total?
5. Zara has ordered 49 spring cardigans @£29.99 each – what is the total cost
6. How many items in total should be picked for WH Smiths?
7. Zara have ordered 73 blank labels and 30 size 2 boxes – what is the cost?
8. Which location will you find the apple pads?
9. What is the pick amount for magnum ice cream?
10. What item name is in location chiller?

Total achievable = 10 Total score =

**TOTAL SCORE ACHIEVALE = 24 - TOTAL SCORE =**  
**PASS - 18/24                      FAIL 17 AND UNDER**

**1. DEFINITIONS AND INTERPRETATION**

1.1. In these Terms the following definitions apply:

**“Actual Rate of Pay”** means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for each hour worked during an Assignment paid weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in the relevant Assignment Details Form issue to each worker for each assignment.

**“Actual QP Rate of Pay”** means the rate of pay which will be paid to the Agency Worker if and when s/he completes the Qualifying Period. Such rate will be paid for each hour worked during an Assignment paid weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in any variation to the relevant Assignment Details Form issued to each worker for each assignment.

**“Agency Worker”** means [name and address of Agency Worker]  
 .....  
 .....  
 .....  
 .....

supplied by the Employment Business to provide services to the Hirer;

**“Agency Workers Regulations”** means the Agency Workers Regulations 2010;

**“Agreed Deductions”** means any deductions the Agency Worker has agreed can be made from their pay;

**“Assignment”** means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;

**“Assignment Details Form”** means written confirmation of the assignment details to be given to the Agency Worker upon acceptance of the Assignment;

**“Calendar Week”** means any period of 7 days starting with the same day as the first day of the First Assignment;

**“Conduct Regulations”** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

**“Confidential Information”** means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the

Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;

<b>“Control”</b>	means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and “Controls” and “Controlled” shall be construed accordingly;
<b>“Data Protection Laws”</b>	means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;
<b>“Deductions”</b>	means any deductions which the Employment Business may be required by law to make and in particular in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions;
<b>“Emoluments”</b>	means any pay in addition to the Actual QP Rate of Pay;
<b>“Employment Business”</b>	<b>SM Global Consultancy Ltd 08694233 ta Staffing Match</b> Craneshaw House, 8 Douglas Rd, Hounslow, TW3 1DA
<b>“Engagement”</b>	means the engagement, employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
<b>“First Assignment”</b>	means: <ul style="list-style-type: none"> <li>(a) the relevant Assignment; or</li> <li>(b) if, prior to the relevant Assignment: <ul style="list-style-type: none"> <li>i. the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and</li> <li>ii. the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);</li> </ul> </li> </ul>
<b>“Hirer”</b>	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is supplied or introduced;
<b>“Hirer's Group”</b>	means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time

is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;

**“Hourly Rate”** means no less than the current rate of national minimum wage being the minimum rate of pay (subject to Deductions) that the Employment Business reasonably expects to achieve, for all hours worked by the Agency Worker;

**“Leave Year”** means the period during which the Agency Worker accrues and may take statutory leave commencing on the date that the Agency Worker starts an Assignment or a series of Assignments;

**“Period of Extended Hire”** means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;

**“Qualifying Period”** means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in the Schedule to these Terms;

**“Relevant Period”** means (a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

**“Temporary Work Agency”** means as defined in the Schedule to these Terms;

**“Terms”** means these terms of engagement (including the attached schedule) together with any applicable Assignment Details Form;

**“Transfer Fee”** means the fee payable by the Hirer to the Employment Business in accordance with clause 3.7, as permitted by Regulation 10 of the Conduct Regulations;

**“Type of Work”** means [insert the type of work you expect to supply the Agency Worker into]

.....  
.....  
.....and

**“Working Time Regulations”** means the Working Time Regulations 1998.

- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these

Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

## **2. THE CONTRACT**

- 2.1. These Terms together with the Assignment Details Form constitute the entire agreement between the Employment Business and the Agency Worker for the supply of services to the Hirer and they shall govern all Assignments undertaken by the Agency Worker. However, no contract shall exist between the Employment Business and the Agency Worker between Assignments. These Terms shall prevail over any other terms put forward by the Agency Worker.
- 2.2. During an Assignment the Agency Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker's pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.
- 2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Agency Worker and set out in writing and a copy of the varied terms is given to the Agency Worker no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.
- 2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Agency Worker for Assignments with its Hirers.

## **3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED**

- 3.1. The Employment Business will endeavor to obtain suitable Assignments for the Agency Worker to perform the agreed Type of Work. The Agency Worker shall not be obliged to accept any Assignment offered by the Employment Business.
- 3.2. The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:
  - 3.2.1. the suitability of the work to be offered shall be determined solely by the Employment Business; and
  - 3.2.2. the Employment Business shall incur no liability to the Agency Worker should it fail to offer Assignments of the Type of Work or any other work.
- 3.3. At the same time as an Assignment is offered to the Agency Worker the Employment Business shall provide the Agency Worker with an Assignment Details Form setting out the following:
  - 3.3.1. the identity of the Hirer, and if applicable the nature of their business;
  - 3.3.2. the date the Assignment is to commence and the duration or likely duration of Assignment;
  - 3.3.3. the Type of Work, location and hours during which the Agency Worker would be required to work;
  - 3.3.4. the Hourly Rate that will be paid and any expenses payable by or to the Agency Worker;

- 3.3.5. any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks; and
- 3.3.6. what experience, training, qualifications and any authorisation required by law or a professional body the Hirer considers necessary or which are required by law to work in the Assignment.
- 3.3.7. The intervals of payment.
- 3.4. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following save where:
  - 3.4.1. the Agency Worker is being offered an Assignment in the same position as one in which the Agency Worker has previously been supplied within the previous 5 business days and such information has already been given to the Agency Worker and remains unchanged; or
  - 3.4.2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive business days or less and such information has previously been given to the Agency Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Hirer and the likely duration of the Assignment.
- 3.5. Where the provisions of clause 3.4.2 are met but the Assignment extends beyond the intended 5 consecutive business day period, the Employment Business shall provide such information set out in clause 3.3 to the Agency Worker in paper or electronic form within 8 days of the start of the Assignment.
- 3.6. For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the Working Time Regulations, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the first Assignment.
- 3.7. If before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire with the Hirer at the end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.
- 3.8. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Agency Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, any such terms and conditions will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate).
- 3.9. If the Agency Worker considers that s/he has not or may not have received equal treatment under the Agency Workers Regulations, the Agency Worker may raise this in writing with the Employment Business setting out as fully as possible the basis of his/her concerns.

#### 4. TEMPORARY WORKER'S OBLIGATIONS

- 4.1. The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment, during every Assignment and afterwards where appropriate, s/he will:
- 4.1.1. co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
  - 4.1.2. observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain;
  - 4.1.3. take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Hirer;
  - 4.1.4. not engage in any conduct detrimental to the interests of the Employment Business and/ or Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;
  - 4.1.5. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Hirer's staff;
  - 4.1.6. not at any time divulge to any person, nor use for his or her own or any other person's benefit, any Confidential Information relating to the Hirer's or the Employment Business' employees, business affairs, transactions or finances;
  - 4.1.7. on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer or where appropriate, to the Employment Business, any Hirer property or items provided to the Agency Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.
- 4.2. If the Agency Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request, the Agency Worker undertakes to:
- 4.2.1. inform the Employment Business of any Calendar Weeks between 1 October 2011 and prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;
  - 4.2.2. provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business; and
  - 4.2.3. inform the Employment Business if, since 1 October 2011, s/he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
    - 4.2.3.1. completed two or more assignments with the Hirer;
    - 4.2.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or



- 4.2.3.3. worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.
- 4.3. If the Agency Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.
- 4.4. If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.
- 4.5. The Agency Worker acknowledges that any breach of his/her obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker.

## 5. TIMESHEETS

- 5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) the Agency Worker shall deliver to the Employment Business a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Hirer.
- 5.2. Subject to clause 5.3 the Employment Business shall pay the Agency Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.
- 5.3. Where the Agency Worker fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reasons that the Hirer has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Agency Worker. The Employment Business shall make no payment to the Agency Worker for hours not worked.
- 5.4. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Agency Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes. This clause 5.4 is subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which the Employment Business may make for the purpose of compliance with the Agency Workers Regulations.

## 6. REMUNERATION

- 6.1. The Employment Business shall pay to the Agency Worker the Actual Rate of Pay unless and until the Agency Worker completes the Qualifying Period. The Actual Rate of Pay will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form.
- 6.2. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker:
- 6.2.1. the Actual QP Rate of Pay; and
- 6.2.2. the Emoluments (if any),

which will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.

Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 and 8 below and any other statutory entitlement, the Agency Worker is not entitled to receive payment from the Employment Business or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

- 6.3 If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Agency Worker may be entitled to receive a bonus. The Agency Worker will comply with any requirements of the Employment Business and/or the Hirer relating to the assessment of the Agency Worker's performance for the purpose of determining whether or not the Agency Worker is entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant assessment criteria, the Agency Worker is entitled to receive a bonus, the Employment Business will pay the bonus to the Agency Worker.
- 6.3. Where the Agency Worker holds a valid A1, E101 or E102 Certificate confirming coverage by a social security scheme in a Member State other than the UK, the Agency Worker must declare this to the Employment Business and produce the Certificate. In such cases the Employment Business shall not deduct Class 1 National Insurance Contributions from the Actual Rate of Pay or the Actual QP Rate of Pay (where applicable) but it shall be the responsibility of the Agency Worker to pay such social fee contributions as may be applicable in the Member State concerned. In the event that the Agency Worker fails to pay such contributions and the Employment Business is required to pay contributions either in the UK or the Member State concerned, the Agency Worker undertakes to indemnify the Employment Business and the Employment Business shall be entitled to deduct the amount paid in contributions from any sums owed to the Agency Worker.

## **7. ANNUAL LEAVE**

- 7.1. The Agency Worker is entitled to paid annual leave according to the statutory minimum as provided by the Working Time Regulations from time to time. The current statutory entitlement to paid annual leave under the Working Time Regulations is 5.6 weeks.
- 7.2. Entitlement to payment for leave under clause 7.1 accrues in proportion to the amount of time worked by the Agency Worker on Assignment during the Leave Year.
- 7.3. Under the Agency Workers Regulations, on completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the Working Time Regulations and in accordance with clauses 7.1 and 7.2. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
- 7.4. All entitlement to leave must be taken during the course of the Leave Year in which it accrues and, save as may be set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form, none may be carried forward to the next year. The Agency Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.
- 7.5. If the Agency Worker wishes to take paid leave during the course of an Assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances the Employment Business may require the Agency Worker to take paid annual leave at specific times or notify the Agency Worker of periods when paid annual leave cannot be taken. Where the Agency Worker has given notice of a request to take paid annual leave in accordance with this clause, the Employment

Business may give counter-notice to the Agency Worker to postpone or reduce the amount of leave that the Agency Worker wishes to take. In such circumstances the Employment Business will inform the Agency Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.

- 7.6. Subject to clause 7.3, the amount of payment which the Agency Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Agency Worker has worked on Assignment.
- 7.7. Subject to clause 7.3, in the course of any Assignment during the first Leave Year, the Agency Worker is entitled to request leave at the rate of one-twelfth of the Agency Worker's total holiday entitlement in each month of the leave year.
- 7.8. Save where this clause is amended by the Assignment Details Form, where a bank holiday or other public holiday falls during an Assignment and the Agency Worker does not work on that day, then subject to the Agency Worker having accrued entitlement to payment for leave in accordance with clause 7.2 or clause 7.3 (if applicable), that day shall count as part of the Agency Worker's paid annual leave entitlement.
- 7.9. Where this contract is terminated by either party and a P45 is requested the Agency Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 7 at the date of termination.

## 8. SICKNESS ABSENCE

- 8.1. The Agency Worker may be eligible for Maternity, Paternity, Adoption and Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 8.2. The Agency Worker is required to provide the Employment Business with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 8.3. For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.
- 8.4. In the event that the Agency Worker submits a Statement of Fitness for Work ("**the Statement**") or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Hirer and the Agency Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.
- 8.5. Where clause 8.4 applies, the Agency Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Terms or the assignment details set out in the Assignment Details Form to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

## 9. TERMINATION

- 9.1. Any of the Employment Business, the Agency Worker or the Hirer may terminate the Agency Worker's Assignment at any time without prior notice or liability.
- 9.2. The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. In the event that the contract between the Employment Business and the Hirer is terminated for any reason the Assignment shall

cease with immediate effect without liability to the Agency Worker (save for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).

- 9.3. If the Agency Worker does not inform the Hirer or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.3) this will be treated as termination of the Assignment by the Agency Worker in accordance with clause 9.1, unless the Agency Worker can show that exceptional circumstances prevented him or her from complying with clause 4.3.
- 9.4. If the Agency Worker is absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Agency Worker was assigned is no longer available.
- 9.5. If the Agency Worker does not report to the Employment Business to notify his/her availability for work for a period of 3 weeks, the Employment Business will forward his/her P45 to his/her last known address.

## **10. INTELLECTUAL PROPERTY RIGHTS**

The Agency Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Hirer during the Assignment shall belong to the Hirer. Accordingly the Agency Worker shall execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

## **11. CONFIDENTIALITY**

- 11.1. In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Agency Worker agrees as follows:
  - 11.1.1. not at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Hirer or the Employment Business with the exception of information already in the public domain;
  - 11.1.2. to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment; and
  - 11.1.3. not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Hirer except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Hirer or the Employment Business as appropriate.

## **12. DATA PROTECTION**

- 12.1. The Agency Worker warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.
- 12.2. The Agency Worker consents to the Employment Business, any other intermediary involved in supplying the services of the Agency Worker to the Hirer (now or in the future), and the Hirer:

- 12.2.1. processing his/her personal data for purposes connected with the performance of the Assignment and pursuant to these Terms; and
- 12.2.2. exporting and/or processing his/her personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of these Terms.

### 13. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

### 14. NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

### 15. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

\_\_\_\_\_  
**Signed by the Agency Worker**

\_\_\_\_\_  
[print name here]

\_\_\_\_\_  
Date

- 12.2.1. processing his/her personal data for purposes connected with the performance of the Assignment and pursuant to these Terms; and
- 12.2.2. exporting and/or processing his/her personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of these Terms.

### 13. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

### 14. NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

### 15. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

\_\_\_\_\_  
**Signed by the Agency Worker**

\_\_\_\_\_  
[print name here]

\_\_\_\_\_  
Date

## SCHEDULE ONE - "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"

For the purpose of the definition of "**Qualifying Period**" in clause 1.1 of these Terms, when calculating whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, where:

- (a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;
- (b) the break is:
  - (b) for any reason and not more than six Calendar Weeks;
  - (c) wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;
  - (d) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;
  - (e) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:
    - (i) ordinary, compulsory or additional maternity leave;
    - (ii) ordinary or additional adoption leave;
    - (iii) ordinary or additional paternity leave;
    - (iv) time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or
    - (v) for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;
  - (f) wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
  - (g) wholly due to a temporary cessation in the Hirer's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Hirer;
  - (h) wholly due to a strike, lock-out or other industrial action at the Hirer's establishment; or
  - (i) wholly due to more than one of the reasons listed in paragraphs(ii),(iii),(iv),(v),(vi)or(vii); &

(c) the Agency Worker returns to work in the same role with the Hirer, any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)i, ii, or iii., for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period".

"**Temporary Work Agency**" means as defined in Regulation 4 of the Agency Workers Regulations being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

- (a) supplying individuals to work temporarily for and under the supervision and direction of hirers; or
- (b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers.

Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for hirers. For the purpose of this definition, a "hirer" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.

**1. PACK SIGN OFF**

	YES	NO	N/A
WORKER INFORMATION FULL AND COMPLETE			
CONSULTANT SIGNED PACK			
TEST COMPLETED AND MARKED			
MEDICAL DECLARATION COMPLETED AND SIGNED			
ANY MEDICAL CONDITIONS RAISED TO MANAGER			
PROOF OF ADDRESS WITHIN A REASONABLE DATE			
VALID ID			
VALID VISA			
ALL ID AND DOCUMENTATION STAMPED SIGNED AND DATED			
PROOF OF NI OBTAINED			
SIGNED PAGE OF CONTRACT IN PACK			

This pack has been checked and signed

NAME \_\_\_\_\_

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_