

APPLICATION TO REGISTER FOR EMPLOYMENT

PLEASE READ BELOW CAREFULLY AND FILL OUT IN FULL TO MAKE REGISTERING QUICK AND EASY!

PERSONAL INFORMATION:

TITLE:	CURRENT ADDRESS:
FIRST NAME:	
MIDDLE NAME(S):	
SURNAME:	POSTCODE:
GENDER:	HOME TEL NO:
DATE OF BIRTH:	MOBILE TEL NO:
NATIONAL INSURANCE NUMBER:	EMAIL ADDRESS:

DO YOU HAVE PERMISSION TO WORK IN THE UK?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
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In line with UKBA guidance on the prevention of illegal working we will need to verify and take a copy of your original ID documentation as evidence of your right to work in the UK if you are to be engaged by Smith and Reed for temporary work.

DO YOU HAVE A VALID DBS CERTIFICATE?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
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IF YES PLEASE SPECIFY FOR WHICH ORGANISATION & DATE THE CHECK WAS CARRIED OUT:

STATE OF HEALTH: The following questions are asked in order to assess your needs in terms of reasonable adjustments necessary in order for you to access our recruitment service and to determine your needs in order to perform the job sought.		
Do you have any health issues or a disability that may make it difficult for you to carry out functions which are essential for the role you seek?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
IF YES, PLEASE SPECIFY:		
If you have a disability, what are your needs in terms of reasonable adjustments in order to access this recruitment service, to attend interviews or to take aptitude tests etc.?		

EMERGENCY CONTACT DETAILS:

NAME:	CONTACT NUMBER:
RELATIONSHIP TO YOU:	
ADDRESS:	



WORK REQUIREMENTS:

PLEASE SPECIFY BELOW THE TYPE OF WORK YOU ARE LOOKING FOR BY TICKING ALL BOXES THAT APPLY TO YOU:

TEMPORARY:		PERMANENT:	
<input type="checkbox"/> FULL TIME	<input type="checkbox"/> PART TIME	<input type="checkbox"/> FULL TIME	<input type="checkbox"/> PART TIME

ROLES YOU WOULD LIKE/WILL CONSIDER:

MIN SALARY CONSIDERED:

ACCEPT:

WANT:

TEMP HOURLY RATE:

ACCEPT:

WANT:

DATE AVAILABLE TO START/NOTICE PERIOD:

DO YOU HAVE TRANSPORT?

YES NO

DO YOU HAVE A FULL/CLEAN LICENCE:

YES NO

IF NO HOW MANY POINTS:

HOW FAR ARE YOU WILLING TO TRAVEL FOR WORK?

PLEASE SPECIFY THE AREAS:

ADMIN WORKERS:

PLEASE SPECIFY THE SOFTWARE YOU ARE ABLE TO USE/SKILLS YOU HAVE BELOW: (EG.WORD/EXCEL/SAGE/SHORTHAND ETC.)

INDUSTRIAL WORKERS:

DO YOU HAVE SAFETY BOOTS?	YES <input type="checkbox"/> NO <input type="checkbox"/>	IF NO PLEASE SPECIFY YOUR BOOT SIZE:
DO YOU HAVE A CSCS CARD?	YES <input type="checkbox"/> NO <input type="checkbox"/>	

DRIVERS: PLEASE SPECIFY ALL DRIVING LICENCES/QUALIFICATIONS YOU HOLD BY TICKING BELOW:

DRIVING LICENCE NUMBER:	ISSUE DATE:	EXPIRY DATE:
HGV 1 <input type="checkbox"/>	HGV 2 <input type="checkbox"/>	FORK LIFT <input type="checkbox"/>
COUNTERBALANCE <input type="checkbox"/>	REACH TRUCK <input type="checkbox"/>	DIGITACO <input type="checkbox"/>
LGV LICENCE YES <input type="checkbox"/> NO <input type="checkbox"/>	CLASS	NUMBER
LGV ISSUE DATE	LGV EXPIRY DATE	
PLEASE NOTE ANY OTHER DRIVING EXPERIENCE: (E.G. MULTIDROP/REFRIDGERATED/FLAT BED/DUMPERS/TIPPERS ETC.)		

WORK HISTORY/QUALIFICATIONS/REFERENCES: Only complete this section if you have not provided us with a CV.**EDUCATION/QUALIFICATIONS:**

SCHOOL/COLLEGE/UNIVERSITY	DATE FROM/TO	QUALIFICATION GAINED

WORK HISTORY: STARTING MOST RECENT FIRST

FULL COMPANY NAME & ADDRESS	JOB TITLE & SHORT JOB DESCRIPTION	REASON FOR LEAVING	SALARY	FROM/TO

REFEREES: Please provide the details of two people/referees who can provide us with a reference. The individuals should not be friends or relatives and should include your most recent employer/tutor.

NAME:
ADDRESS:
TELEPHONE:
EMAIL:
RELATIONSHIP TO YOU:
CONSENT TO TAKE THIS REFERENCE UP? YES <input type="checkbox"/> NO <input type="checkbox"/>

NAME:
ADDRESS:
TELEPHONE:
EMAIL:
RELATIONSHIP TO YOU:
CONSENT TO TAKE THIS REFERENCE UP? YES <input type="checkbox"/> NO <input type="checkbox"/>

DO YOU HAVE ANY UNSPENT CRIMINAL CONVICTIONS? YES <input type="checkbox"/> NO <input type="checkbox"/>
IF YES PLEASE STATE THE CONVICTIONS YOU HAVE & THE DATES THEY WERE RECEIVED:
Certain types of employment and professions are exempt from the Rehabilitation of Offenders Act 1974 and in those cases particularly where the employment is sought in relation to positions involving working within children and vulnerable adults, details for all criminal convictions must be given. The information given will be treated in the strictest of confidence and only taken into account where, in the reasonable opinion of Smith and Reed Recruitment, the offence is relevant to the post to which you are applying. Failure to declare a conviction may require us to exclude you from our register or terminate an assignment if the offence is not declared but later comes to light.
Equal Opportunities Statement: Smith and Reed Recruitment (SW) Ltd is committed to a policy of equal opportunities for all work seekers and shall adhere to such a policy at all times and will review on an on-going basis on all aspects of recruitment to avoid unlawful or undesirable discrimination. We will treat everyone equally irrespective of gender, sexual orientation, gender reassignment, marital or civil partnership status, age, disability, colour, race, nationality, ethnic or national origin, religion or belief, political beliefs or membership or non-membership of a Trade Union and we place an obligation upon all staff to respect and act in accordance with the policy. Smith and Reed shall not discriminate unlawfully either when deciding which candidate/temporary worker is submitted for a vacancy or assignment, or in any terms of employment or terms of engagement for temporary workers. Smith and Reed will ensure that each candidate is assessed only in accordance with the candidate's merits, qualification and ability to perform the relevant duties required by the particular vacancy.
Data Protection Statement: The information that you provide on this form and on any CV submitted will be used by Smith and Reed Recruitment to provide you work-finding services. In providing this service to you, you consent to your personal data being included on a computerized database and consent to us transferring your personal details to our clients. We may check the information collected with third parties or with other information held by us. We may also use or pass to certain third parties information to prevent or detect crime, to protect public funds, or in any other way as permitted or required by law.
Candidate Declaration: I hereby confirm that the information given is true and correct. I consent to my personal data and CV being forwarded to clients. I consent to references being passed onto potential employers. If, during the course of a temporary assignment, the Client wishes to employ me direct, I acknowledge that Smith and Reed Recruitment (SW) Ltd will be entitled either to charge the client an introduction/transfer fee, or to agree an extension of the hiring period with the Client (after which I may be employed by the Client without further charge being applicable to the Client).

.....
CANDIDATE SIGNATURE

.....
CANDIDATE NAME (BLOCK CAPITALS)

DATE

BANK/BUILDING SOCIETY DETAILS (TO BE COMPLETED BY THE APPLICANT)

WE UNDERSTAND THAT YOU MAY NOT FEEL COMFORTABLE GIVING US CONFIDENTIAL BANK INFORMATION BEFORE YOU START WORKING WITH US BUT PLEASE NOTE, ONCE YOU ARE BOOKED INTO WORK IT IS YOUR RESPONSIBILITY TO ENSURE THAT WE RECEIVE THIS INFORMATION IMMEDIATELY OR IT WILL DELAY YOUR PAY.

TITLE:	MR <input type="checkbox"/>	MRS <input type="checkbox"/>	MISS <input type="checkbox"/>	MS <input type="checkbox"/>	OTHER _____
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SURNAME:	FIRST NAME:
BANK/BUILDING SOCIETY NAME:	
BRANCH ADDRESS:	
ACCOUNT IN THE NAME OF:	

ACCOUNT NUMBER:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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SORT CODE:

<input type="text"/>	<input type="text"/>	—	<input type="text"/>	<input type="text"/>	—	<input type="text"/>	<input type="text"/>
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PLEASE SIGN BELOW TO AUTHORISE PAYMENT INTO THE ABOVE DETAILED ACCOUNT – PAYMENT WILL BE MADE DIRECTLY INTO YOUR BANK OR BUILDING SOCIETY ACCOUNT VIA BACS.

PLEASE NOTE: AUTOMATED PAYSLEIPS WILL BE EMAILED OUT TO THE ADDRESS PROVIDED.

SIGNED:	DATE:
EMAIL ADDRESS:	

***** IMPORTANT ***** If this is not your account please ask the account holder to complete the following:

ACCOUNT HOLDER'S NAME:	
ADDRESS:	
I AUTHORISE SMITH & REED TO MAKE PAYMENTS TO MY ABOVE DETAILED ACCOUNT ON BEHALF OF:	
ACCOUNT HOLDER'S SIGNATURE:	DATE:

PLEASE RETURN THIS FORM TO:

Smith & Reed Recruitment, The Old Chapel, St Clement Street, Truro, TR1 1EX
TEL: 01872 222 338 **FAX:** 01872 279 886 **EMAIL:** info@smithandreed.co.uk

Instructions for employees

As a new employee your employer needs the information on this form before your first payday to tell HMRC about you and help them use the correct tax code. Fill in this form then give it to your employer. **Do not send this form to HMRC.**

Employee's personal detailsLast name or family name First name(s) Are you male or female? Male FemaleDate of birth *eg dd mm yyyy*

Home address

Address line 1 Address line 2 Address line 3 Address line 4 Postcode
(if your address is in the UK) National Insurance number **Employee statement**

You need to tick only **one** of the following statements **A**, **B** or **C**.

A - This is my first job since last 6 April and I have not been receiving taxable Jobseeker's Allowance, Employment and Support Allowance, taxable Incapacity Benefit, State Pension or Occupational Pension.

B - This is now my only job but since last 6 April I have had another job, or received taxable Jobseeker's Allowance, Employment and Support Allowance or taxable Incapacity Benefit. I do not receive a State Pension or Occupational Pension.

C - As well as my new job. I have another job or receive a State Pension or Occupational Pension.

Have you left a course of UK higher education before last 6 April and received your first UK Student Loan instalment on or after 1 September 1998 and not fully repaid your Student Loan? Yes No

Are you repaying your UK Student Loan by agreement with the UK Student Loans Company to make monthly payments through your bank or building society account? Yes No

CONTRACT 4:

TERMS OF ENGAGEMENT FOR AGENCY WORKERS (CONTRACT FOR SERVICES) AUGUST 2015

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 (to the nearest quarter hour) weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in the relevant Assignment Details Form;
- "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 (to the nearest quarter hour) weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in any variation to the relevant Assignment Details Form;
- "Agency Worker"** means **NAME OF AGENCY WORKER:**.....
ADDRESS:.....

 supplied by the Employment Business to provide services to the Hirer;
- "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;
- "AWR"** means the Agency Workers Regulations 2010;
- "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;
- "Control"** 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;
- "Data Protection Laws"** 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;
- "Deductions"** 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;
- "Emoluments"** means any pay in addition to the Actual QP Rate of Pay;
- "Employment Business"** Smith and Reed Limited (registered company no.661 0875) Registered Office: St Denys House, 22 East Hill, St Austell, Cornwall, PL25 4RT
- "Engagement"** means the engagement (including the Agency Worker's acceptance of the Hirer's offer), 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;
- "First Assignment"** means:
 (a) the relevant Assignment; or
 (b) if, prior to the relevant Assignment:
 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
 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);
- "Hirer"** 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;
- "Hirer's Group"** 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 National Minimum Wage or National Living Wage whichever is applicable Per an hour being the minimum gross rate of pay (subject to Deductions and any Agreed 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 October 1- September 30.
“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 the later of (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; and means the Working Time Regulations 1998. (industrial/office/professional/hospitality)
“WTR”	
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 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 endeavour 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 to the Agency Worker.
- 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.

- 3.4** 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 WTR, 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 AWR which are different and preferential to rights and entitlements relating to the same under the WTR, 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).

4. AGENCY 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 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, s/he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because s/he has:
- 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 WTR, 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 AWR.

6. PAY AND DEDUCTIONS

- 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.
- 6.3** Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 (Annual leave) and 8 (Sickness absence) 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.
- 6.4** Subject to compliance with Regulation 12 of the Conduct Regulations the Employment Business reserves the right in its absolute discretion to deduct from the Agency Worker's pay any sums which s/he may owe the Employment Business including, without limitation, any overpayments or loans made to the Agency Worker by the Employment Business or any losses suffered by the Employment Business as a result of his/her negligence or breach of either the Employment Business's or the Hirer's rules.
- 6.5** If the Employment Business provides any equipment or clothing to the Agency Worker to be used in the course of an Assignment with the Hirer, the Agency Worker must take reasonable care of the equipment or clothing. Furthermore the Agency Worker must return any equipment or clothing to the Employment Business upon termination of the Terms or within 5 days of a request from the Employment Business. In the event that the Agency Worker does not comply with the obligations set out in this clause, the Employment Business reserves the right to deduct the cost of replacement equipment or clothing from any sums owed to the Agency Worker. The question of whether the Agency Worker has taken reasonable care of the equipment or clothing will be solely assessed by the Employment Business's reasonable judgement.
- 6.6** 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 WTR from time to time. The current statutory entitlement to paid annual leave under the WTR 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 AWR, 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 WTR 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), the Agency Worker may, upon giving the notice in clause 7.5, take a bank holiday or other public holiday as part of his/her paid annual leave entitlement.
- 7.9** Where these Terms is terminated by either party, the Agency Worker shall repay to the Employment Business an amount in respect of any holiday periods taken in excess of the holiday entitlement for that year and the Agency Worker hereby authorises the Employment Business to take repayment of such monies by way of deduction from any final payment owed to the Agency Worker.

8. SICKNESS ABSENCE

- 8.1** The Agency Worker may be eligible for 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 6 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, including 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.

.....
CANDIDATE SIGNATURE

.....
CANDIDATE NAME (BLOCK CAPITALS)

DATE

SCHEDULE: "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:
- (i) for any reason and not more than six Calendar Weeks;
 - (ii) 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;
 - (iii) 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;
 - (iv) 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;
 - (v) 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;
 - (vi) 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;
 - (vii) wholly due to a strike, lock-out or other industrial action at the Hirer's establishment; or
 - (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and
 - (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 or 5 December 2011 does not count for the purposes of the definition of "Qualifying Period".

"Temporary Work Agency" means as defined in Regulation 4 of the AWR 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.

48 HOUR OPT OUT AGREEMENT: Under the Working Time Regulations if any of our temporary workers work for more than 48 hours per week they must sign to say they are happy to do so. It applies even if those hours are made up with positions carried out that are nothing to do with Smith and Reed. Legally we have a duty to make sure workers are not working more than 48 hours per week even if they are only doing 1 hour per week for us.

We have included clause 3.4 in our Terms of Engagement which asks you to notify us if you obtain any other work either remunerative or otherwise, if those hours will cause you to work over 48 hours per week. By signing this agreement you choose to opt out of these restrictions.

1. DEFINITIONS:

- 1.1** In this agreement the following definitions apply:-
- "Assignment"** means the period during which the Workers I engages to render services to the Client;
- "Client"** means the person, firm or corporate body engaging the services of the Worker;
- "Employment Business"** means Smith and Reed Recruitment (SW) Ltd, The Old Chapel, St Clement Street, Truro TR11EX;
- "Temporary Worker"** means temporary worker as named below;
- "Working Week"** means an average of 48 hours per week calculated over a 17 week reference period.
- 1.2** References in the singular include the plural and reference to the masculine include the feminine and vice versa.
- 1.3** The headings contained in this Agreement are for convenience only and do not affect their interpretation.

2. RESTRICTIONS:

- 2.1** The Working Time Regulations 1998 provide that the Temporary Worker shall not work on an Assignment with the client in excess of the Working Week unless he agrees in writing that this limit should not apply.

3. CONSENT

- 3.1** The Temporary Worker hereby agrees that the Working Week limit shall not apply to the Assignments.

4. WITHDRAWAL OF CONSENT

- 4.1** The Temporary Worker may end this Agreement by giving the Employment Business not less than 14 days' notice in writing.
- 4.2** For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination by the Temporary Worker of an Assignment with a Client.
- 4.3** Upon the expiry of the notice period set out in clause 4.1 the Working Week limit shall apply with immediate effect.

5. THE LAW

- 5.1** These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Court of England & Wales.

.....
CANDIDATE SIGNATURE

.....
CANDIDATE NAME (BLOCK CAPITALS)

DATE