

Interviewed By: OFFICE USE ONLY

Date of Reg: D D M M Y Y Y Y

Profile Number: OFFICE USE ONLY



Round Table Recruitment

Registration Form

Section 1. Personal Information:

First Name: Gender: Male Female

Surname: Prefer not to say

Date of Birth:

Home Tel:

Next of Kin:

Mobile:

Relationship:

Email:

Contact Number:

Home Address:

Email Address:

How did you hear about us?

Post Code:

Right to Work:

National Insurance Number: Or awaiting NI number: Yes

Do you need a permit / visa to work in the UK: Yes No

If yes, please provide your work permit / visa number:

Visa expiry date (if applicable):

If required, what is your EU Settlement Scheme status?

N/A	Settled	Pre-settled
Not Applied	Awaiting Response	Unsuccessful

If you have Settled or Pre-settled status, what is your sharecode?

Bank Details:

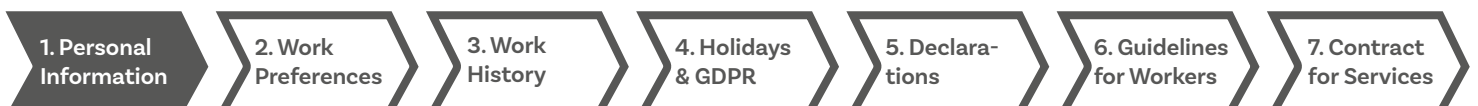
Round Table Recruitment Ltd will retain the information for payment purposes only. All information submitted will be kept confidential in compliance with the Data Protection Act 1998 and the Equality Act 2010.

Bank or Building Society Name: Branch:

Account Name:

Sort Code: Account Number:

Application Form Progress:



Section 2. Work Preferences:

What type of work are you looking for?

How would you travel to work?

Preferred location(s)?

What date are you available from?

Preferred shift / times?

Preferred hours?

Days

Nights

Weekends

Full Time

Part Time

What licenses do you hold?

What qualifications do you have / could be relevant qualifications?

What other skills /experience do you have which could be relevant?

What type of work do you dislike?

What's most important to you about your next job?

Are there any particular companies you'd like to work for?

Do you have any friends or family looking for work? If so, what are their contact details?

Application Form Progress:



Section 3. Work History:

Have you worked for an employment agency in the last 6 weeks? Yes No

(This information is required in line with AWR Regulations)

If Yes, please include this role in the below Previous Jobs.

Please ensure you have detailed a minimum of 2 years employment. We can provide a second sheet if required.

Previous Jobs:

Company name:

Date from and to:

Duties:

Reasons for leaving:

Can we approach this Company or Agency for a reference? Yes No

Manager:

Phone number:

Email Address:

Previous Jobs:

Company name:

Date from and to:

Duties:

Reasons for leaving:

Can we approach this Company or Agency for a reference? Yes No

Manager:

Phone number:

Email Address:

Previous Jobs:

Company name:

Date from and to:

Duties:

Reasons for leaving:

Can we approach this Company or Agency for a reference? Yes No

Manager:

Phone number:

Email Address:

Previous Jobs:

Company name:

Date from and to:

Duties:

Reasons for leaving:

Can we approach this Company or Agency for a reference? Yes No

Manager:

Phone number:

Email Address:

Previous Jobs:

Company name:

Date from and to:

Duties:

Reasons for leaving:

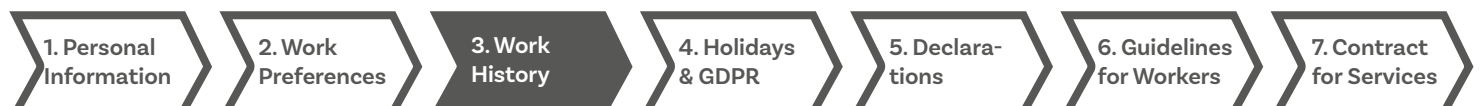
Can we approach this Company or Agency for a reference? Yes No

Manager:

Phone number:

Email Address:

Application Form Progress:



Section 4. Holidays & GDPR:

Do you have any booked holidays or other planned absences?

Holiday disclaimer form:

The holiday year runs from 1st of April to the 31st March.

You are entitled to 28 days (including Bank Holidays) based on accrued hours for each holiday year. All holidays must be taken during the current holiday year or they will be lost, under no circumstances will Round Table Recruitment carry holidays over or money paid in lieu.

Holidays are accrued on an hourly basis (0.5 days per week based on working 39 hours per week) and paid by a mean average of total hours worked over the last 12 weeks. Any sickness, lateness or non attendance will lower your accrual.

At least 1 weeks' notice has to be given for any holiday requests and requested in writing by email to your local branch. All up-to-date contact details can be found on our website: www.roundtable-recruitment.com

Following termination of your assignment, requests for outstanding holidays must be made in writing within 4 weeks via email.

The above statement is in accordance with Section 224 of the Employment Act 1996.

I can confirm that I have read and fully understand the guidelines regarding holiday accrual, and procedures.

Signed:

Print:

Date:

GDPR consent:

I hereby give my consent Round Table Recruitment Ltd to process the following information:

Personal data

- Name
- Date of Birth
- Contact details, including telephone number, email address and postal address
- Experience, training and qualifications
- CV
- National insurance number

Sensitive personal data

- Disability/health condition relevant to the role
- Criminal conviction

I consent Round Table Recruitment to process the above personal data for the following purposes:

- To provide me with work-finding services,
- to process or transfer my personal data to their client(s) in order to provide me with work-finding services,
- to process my data on a computerised database in order to provide me with work-finding services,
- to process my data using automated decision making processes,
- Include any other relevant purposes for processing personal data.

I also consent Round Table Recruitment processing my personal data with third parties for the purposes of internal audits and investigations carried out on the Company to ensure that the Company is complying with all relevant laws and obligations.

The consent I give to the Company will last for _____ years(s) / month(s).

I understand that if I work for Round Table Recruitment, some details to be kept for 7 years for payroll purposes.

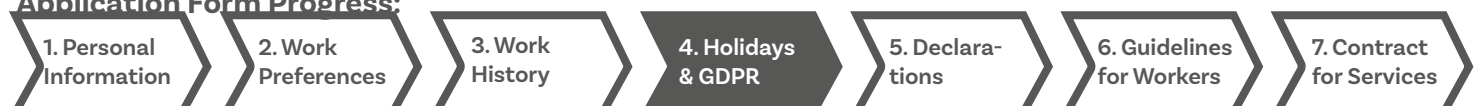
I am aware that I have the right to withdraw my consent at any time by informing the Company that I wish to do so.

Signed:

Print:

Date:

Application Form Progress:



Section 5. Declarations:

48 Hour Opt-Out Agreement (Optional)

RESTRICTION

The Working Time Regulations 1998 (as amended) provide that the temporary worker shall not work on an assignment with a client in excess of the working week, unless agreed in writing that this limit shall not apply.

CONSENT

The Agency worker hereby agrees that the limit shall not apply to the assignment.

WITHDRAWAL OF CONSENT

The Agency worker may end this agreement by giving the Employment Business one week's notice in writing. For the avoidance of doubt, any notice bringing this agreement to an end shall not be construed as termination by the Agency worker of an Assignment with a Client. Upon the expiry of the 1 week notice period the Working Week limit shall apply with immediate effect.

THE LAW

This Agreement is governed by the laws of United Kingdom and is subject to the exclusive jurisdiction of the Courts of United Kingdom

Signed:

Date:

Health and Disability Declaration

The following questions on health and disability are asked in order to find out your needs in terms of reasonable adjustments to access our recruitment service and to find out your needs in order to perform the job or position sought.

Do you have any health issues or a disability relevant which may make it difficult for you to carry out functions which are essential for the role you seek?

Yes

No

If yes, please give details:

If you have a disability, what are your needs in terms of reasonable adjustments in order to access this recruitment service and to attend interview or take aptitude tests etc?

Statement of Criminal Convictions

Do you have any unspent* criminal convictions?

Yes

No

If yes, state convictions and dates:

**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 with children or 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 Round Table Recruitment Ltd, 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.*

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 Round Table Recruitment 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). I confirm I have approached Round Table Recruitment voluntarily and at no time have I been influenced to leave my permanent employment.

Signed:

Date:

Print Name:

Application Form Progress:



Section 6. Guidelines for Temporary Workers:

Please read carefully and sign. The main terms and conditions are set out in your individual contract of employment. This is a guide to help and assist you whilst working for Round Table Recruitment.

Time Records and Pay

A working week is from Monday to Sunday and you are paid for that week the following Friday. You must ensure you are aware of any procedures for recording hours and take responsibility for making your employer aware of any hours worked. Any deductions from your wage will be due to subs, uniform not returned, tax or National Insurance deductions. Round Table Recruitment do not control the amount of tax you are deducted.

Holidays

Our holiday year runs from 1st April to 31st March. You are entitled to a minimum of 28 days (including Bank Holidays) based on accrued hours for each holiday year. The hourly rate will be used to calculate over a reference period of 12 weeks. Holiday process may vary depending on your contract holder so please check with your Round Table Recruitment Ltd contract holder for details. You should give at least one week's notice for any holiday dates and ensure you submit your request in writing to your local branch. All holidays must be taken in the holiday year in which they are accrued and cannot be carried over or money paid in lieu for hours untaken (due to Working Time Regulations). When you cease working with us you should request your P45 from your relevant contract holder. Following termination of your assignment you must request any outstanding holiday within 4 weeks of your leaving date, if applicable. Payments for annual leave will be calculated on the basis of rates paid for hours worked during the relevant calculation period as defined by Section 224 of the Employment Right Act 1996. From time to time we may require you to reserve holiday pay for periods of shut down, such as Christmas and New Year. Details of this will vary from client to client and your Round Table Recruitment will inform you.

Conduct and Attendance

Please only accept a job that you believe is suitable for you. If you accept a role we expect you to attend work for every shift and arrive on time. If you cannot attend work for any reason it is essential that you notify Round Table Recruitment Ltd a minimum of two hours before your shift start time. Due to our Attendance Policy repeated instances of lateness or absence will not be tolerated and may lead to disciplinary action or termination of your contract. We expect you to conduct yourself in a professional manner whilst on site, taking due care and attention to relevant health and safety regulations and to treat all employees in a courteous manner. Should you not adhere to these requirements Round Table Recruitment Ltd reserve the right to remove you from our database and we will not be able to offer you any further work.

Grievances

If you have a grievance regarding any issues relating to your role payment, service, or place of work this should be submitted in writing to your local Branch Manager at Round Table Recruitment Ltd. We will investigate the query and respond in due course. If you are unsatisfied with the outcome you should then contact Head Office.

Clothing and Equipment

Wherever protective clothing is essential for a role, it will be provided by Round Table Recruitment Ltd. While this equipment remains property of Round Table Recruitment Ltd it is your responsibility to maintain it, keep it clean and retain conditions whilst in your possession. Failure to return any clothing / boots / equipment etc immediately on completion of your contract will result in a charge payable by you.

Notice of Termination

If notice is given two weeks notice must be supplied by the temporary worker in writing to your local branch. Clients of Round Table Recruitment Ltd reserve the right to end any assignment with immediate effect. In the event of misconduct, Round Table Recruitment Ltd may invoke its disciplinary procedure and this could, in certain circumstances, result in termination of the employee's contract with immediate effect.

I declare I have read and understood the document and will comply to the conditions of work.

Signed:

Date:

Stronger Together

Round Table Recruitment is committed to the protection of its workers. You should never be forced to work when you don't want to, have to pay someone to find you work or be forced to live in accommodation. If you are at risk you can report it to Gangmasters Licensing Authority on 0800 432 0804 or Modern Slavery Helpline on 0800 0121 700.

Confidentiality

By working for Round Table Recruitment Ltd you will be issued with company documentation. We expect you to treat all documents we supply as confidential. It is considered a disciplinary matter should any temporary worker disclose payment details or discuss any confidential matters they have been involved in. The company asks all temporary workers to abide by the confidentiality clause contained in their contract of employment. Temporary workers must also understand their role in the Data Protection Act.

Agency Workers Regulations

The Agency Workers Regulations (AWR) were published came into force on the 1st October 2011. The aim of the legislation is for agency workers to be provided with equal treatment in the work place with regards to basic working conditions. Upon completion of a 12 week qualifying period in the same job with the same hirer, agency workers will be entitled the same basic working and employment conditions, had they been recruited directly by the hirer. Under the regulations there are also Day 1 Rights will apply from the first day of the assignment, no earlier than October 2011. These rights include access to collective facilities and information about relevant permanent job vacancies. It is possible the hirer may decline to offer certain facilities provided they can show justification for doing so. The qualification period is 12 consecutive weeks, any gap of 6 weeks or longer will mean your qualifying period will start again. Round Table Recruitment Ltd will ask for details of your recent work history, to establish whether, or if you already do, qualify for equal treatment. You will need to disclose to Round Table Recruitment Ltd any period of time you have worked for the hirer. Failure to do so may mean you delay the opportunity to receive equal treatment.

Regulation 10 Contracts

Round Table Recruitment's workers are occasionally engaged on contracts of employment which comply with Regulation 10 of the Agency Worker Regulations. We offer this option to our clients and candidates as we believe it demonstrates our commitment to our worker's personal development and to build lasting relationships. Unlike a contract for services, workers will be entitled to a minimum notice period and certain additional protections under the Employment Rights Act. Workers engaged on this contract forego the right to equal pay in terms of hourly rate and holidays. However all other basic employment and working conditions apply after the 12 week qualifying period in the same job with the same hirer. During any period when the worker is not working under the supervision and control of the hirer but is available to work Round Table Recruitment Ltd may pay the worker the 'Minimum Amount' in accordance with Regulation 11 of the Agency Worker Regulations. In practice, arrangements for payment of the 'Minimum Amount' may vary and so you must ensure that you have read your contract of employment fully.

Drug and Alcohol Policy

The Company has a responsibility to provide a safe and healthy working environment for all its clients. The Company recognises that this can be put at risk by those who misuse alcohol or drugs to such an extent that it affects their Health and Safety, the Health and Safety of others, their performance, their conduct or relationships at work. Round Table Recruitment adopt a zero tolerance approach towards the misuse of alcohol and substances. Anyone suspected or proven to be in breach of this policy will have their contract ended with immediate effect.

Testing Consent - The Company operates drug and alcohol testing procedures. This is done at random and can also be instigated upon suspicion based on specific personal observations that the employee concerned may be under the influence of drugs or alcohol. Failure to give consent or refuse a test will be considered a breach of this policy and may lead to disciplinary action. Any person testing positive shall have the right to challenge the results and obtain an independent analysis of the sample. Any person testing positive, who accepts the results, may be referred for treatment and advice in accordance with the rest of this policy alternatively the company may instigate disciplinary procedures. Each case will be assessed on an individual basis according to the circumstances.

Health And Safety - Manual Handling Information

The purpose of this section is to give you an understanding of safe lifting techniques within a working environment.

Facts

- The majority of back injuries are strains to muscles and soft tissue damage, heavy lifting and a poor lifting technique can result in damage to the spine over a period of time
 - Manual handling activities cause over 35% of all three day injuries in the workplace
- Before lifting, Plan your lift using the guidelines below:**
- Find out as much information about the load as possible, e.g. weight, movement in load
 - The location the load is to be placed
 - Appropriate handling aids available – e.g. trolleys, lifting equipment
 - Do you need assistance in order to lift the load safely
 - Are there any obstructions on your route
 - Once the load has been lifted, can you see clearly

Lifting Technique

Try and use the following approved lifting technique:

Position of the Feet

- Ensure your feet are apart in order to give a stable base
- Consider clothing; try to avoid any tight clothing which may restrict your movements
- Consider your footwear; flat shoes are advised. Heels are not ideal

Posture

- If you are lifting from a low level, ALWAYS bend your knees
- Be sure to keep the back and spine as straight as possible
- Keep arms straight and tucked into the side
- Keep your shoulders level and facing the same direction as the hips

Grip

- Use your palms of your hands to grip underneath the object rather than using the fingers
- If there is a risk of cutting yourself, you must wear any protective equipment provided e.g. protective gloves
- Make sure your grip is secure before lifting the object

Keep close to the load

- Try to keep the load as close to your body as possible
- Lift smoothly keeping control at all times
- Move feet, avoid twisting the trunk of the body when turning side to side

Application Form Progress:



Section 7. Terms of Engagement for Agency Workers (Contract for Services - 2020)

Round Table Recruitment Limited (registered company no. 12628236) of 5 Foxhill Close BD13 2JP.

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 all time worked during an Assignment for each hour worked, 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, as set out in any variation to the relevant Assignment Details Form;

“Agency Worker” means the Agency Worker 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” Round Table Recruitment Limited (registered company no. 12628236) of 5 Foxhill Close BD13 2JP;

“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:

a. 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

b. 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 the minimum gross rate of pay which shall be no less than the Rate of Pay defined by the National Minimum Wage Act 1998 (subject to Deductions and any Agreed Deductions in line with Regulation 12 of the Conduct Regulations) 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 1st April and runs until the anniversary of that date;

“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 any work offered and accepted by the Agency Worker

“WTR” 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 included 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 (as amended) 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 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 Actual Rate of Pay 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:

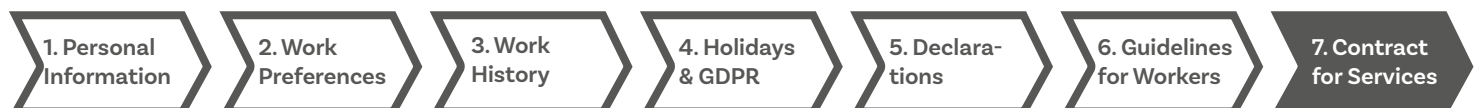
4.2.3.1. completed two or more assignments with the Hirer;

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.

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In the event that it is not possible to inform the Employment Business within these time-scales, 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.

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. For each Assignment the Employment Business shall pay to the Agency Worker the Hourly Rate. The Hourly Rate shall be no less than the Rate of Pay defined by the National Minimum Wage Act 1998 subject to Deductions and any Agreed Deductions in line with Regulation 12 of the Conduct Regulations. The Actual Rate of Pay will be notified on a per Assignment basis and set out in the relevant Assignment Details Form.

6.2. If the Agency Worker has completed the Qualifying Period on the start of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker the Actual QP Rate of Pay which will be notified on a per Assignment basis and set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.

6.3. The Hourly Rate, Actual Pay of Rate or Actual QP Rate of Pay, as applicable, will be paid weekly in arrears, subject to any Deductions and or Agreed Deductions, together with any agreed Emoluments.

6.4. 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.

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. For the purposes of calculating entitlement to paid annual leave pursuant to the WTR 1998 under this clause, the leave year commences on 1st April and completes on 31st March.

7.2. The current statutory entitlement to paid annual leave under the WTR is 5.6 weeks.

7.3. Entitlement to payment for annual leave under clause 7.1 accrues in proportion to the amount of time worked by the Agency Worker on Assignment during the Leave Year. The amount of payment which you will receive in respect of periods of annual leave will be calculated in accordance with and paid in proportion to the number of hours which you have worked on assignment. Payments for annual leave will be calculated on the basis of rates paid for hours worked during the relevant calculation period as defined by Section 224 of the Employment Right Act 1996. As you are not guaranteed a standard weekly salary, the rate at which your holidays will be paid, will be calculated by working out the average rate of pay received over the previous 12 weeks. No account will be taken of a week in which no remuneration was payable, instead earlier weeks will be included to achieve the average.

7.4. 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.

7.5. All annual 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.

7.6. If the Agency Worker wishes to take paid annual 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 annual 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.

7.7. 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.

7.8. 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.

7.9. 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.

7.10. Where these Terms are 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. If, following such deduction the Agency Worker owes further monies in respect of pay received for annual leave taken but not accrued at the time of Termination, the Agency Worker will repay such monies within 30 days of termination of these Terms.

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, this contract for services will automatically terminate and 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. RIGHTS OF THIRD PARTIES

None of the provisions of these Terms are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

16. 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 Agency Worker:

Print Name:

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, 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, 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 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.

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